

OUTSIDE
APPRENTICESHIP AND TRAINING STANDARDS
FOR THE

Mountain States Line Constructors
Areawide Joint Apprenticeship Training Committee

Representing the

Western Line Chapter
National Electrical Contractors Association, Inc.

And

IBEW Local Unions in Vice Presidential District Eight
of the
International Brotherhood of Electrical Workers

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ADOPTED, APPROVED AND REGISTERED AS REFLECTED ON THE SIGNATURE PAGE OF THIS DOCUMENT



JAN 31 2012

Mr. Michael I. Callanan
Executive Director
National Joint Apprenticeship and Training
Committee for the Electrical Industry
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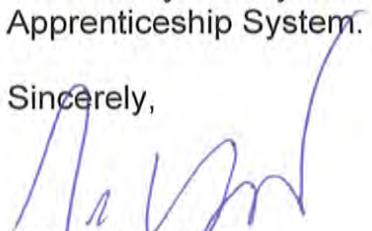
Dear Mr. Callanan:

Enclosed are your revised National Guidelines for Apprenticeship Standards. The Office of Apprenticeship has found these National Guidelines for Apprenticeship Standards to be in compliance with Title 29, Code of Federal Regulations parts 29 and 30.

We have enclosed a copy of the National Guidelines for Apprenticeship Standards for your records, as well as a Certificate of Certification that recognizes the National Joint Apprenticeship and Training Committee for the Electrical Industry, as part of the National Apprenticeship System.

We thank you for your efforts, and we value your commitment to the Registered Apprenticeship System.

Sincerely,



JOHN V. LADD
Administrator
Office of Apprenticeship

Enclosures

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Procedure for Registering New Standards Or Amending Existing Standards

1. The AJATC will obtain a copy of the National Guidelines for Apprenticeship Standards. Using these National Guidelines for Apprenticeship Standards, the local AJATC will indicate all appropriate local determinations where a specific entry by the AJATC is required. These areas are identified throughout the document by the following graphic symbol:



INDICATES NEED FOR LOCAL ENTRY OR ACTION. DIRECTIONS ARE PROVIDED AS APPROPRIATE. THESE SECTIONS WILL BE REMOVED BEFORE PRINTING OF THE LOCAL STANDARDS BY THE NJATC AS INDICATED IN ITEM 4 BELOW.

2. With local determinations made, the AJATC will officially adopt the Standards. **The** date of adoption will be indicated on the seven (7) copies of the signature page provided by the NJATC (or reproduced locally). The AJATC Chairman and Secretary will sign and date all seven (7) signature pages. One completed copy of the National Guidelines for Apprenticeship Standards and the seven (7) signature pages will then be sent directly to the NJATC. [The AJATC should make a duplicate copy of the submitted package for their records.]
 3. If the local AJATC amends the language contained within the National Guidelines for Apprenticeship Standards in any manner whatsoever, an addendum shall be attached to the National Guidelines for Apprenticeship Standards when they are submitted to the NJATC. The addendum shall contain every page of the Standards where a proposed modification appears. All modifications shall be clearly indicated by highlighting the text where a change has been proposed. Supportive documentation may also be included.
 4. The NJATC will review the submitted (AJATC) Standards including any proposed additions and/or modifications reflected in the accompanying addendums. When approved by the NJATC, the new custom Apprenticeship Standards will be reprinted to reflect local determinations and any approved modifications, deleting all language that does not apply to Standards. Seven (7) copies of the approval Apprenticeship Standards will then be sent directly to the AJATC. A signed and dated signature page will be made a part of each copy of the approved Standards. [The NJATC will print any number of extra copies for the cost of printing plus shipping and handling.]
 5. The local AJATC will then forward all seven (7) copies of the Standards to the Registration Agency along with copies of the AJATC's Selection Procedures and Affirmative Action Plan. [THE AJATC SHOULD MAKE A DUPLICATE COPY OF THE SUBMITTED PACKAGE FOR THEIR RECORDS.]
 6. The Registration Agency will review the submitted 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 AJATC. The local AJATC will forward one (1) copy to the NJATC, provide one (1) copy to the NECA Chapter, provide one (1) copy to the IBEW Vice President(s) (a copy will also be provided to every signatory Local Union) and retain the remaining copies—filing them in a secure manner.
 7. 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.
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FOREWORD

The terms Journeyworker, Journeyworker Lineman, and Craftsman, 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. The amount of electrical energy consumed by our homes, businesses, and industries continues to increase. The challenge of transmitting this increased amount of energy from generating stations and distributing it to customers is bringing about many changes in the construction and maintenance techniques employed. This rapid expansion means that the Lineman 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. To meet increased demand, transmission and distribution voltages have been steadily increasing. Faulty installations often prove to be extremely expensive and hazardous. The public must be assured of safety and uninterrupted service. This requires adequate skill and knowledge on the part of each person performing the work. The well-trained Journeyworker takes pride in the appearance of his or her work, and in its technical correctness and structural soundness.

The Areawide Joint Apprenticeship and Training Committee (AJATC), representing the parties to the area training agreement – 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 related instruction and on-the-job learning, become a well-qualified Journeyworker. The degree of success the AJATC 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 AJATC shall be on the basis of a nonprofit endeavor. The AJATC 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, Journeyworker, 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

AJATC - Areawide Joint Apprenticeship and Training Committee

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 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.

AREAWIDE TRAINING AGREEMENT – A written agreement for Apprenticeship and Training between a NECA Chapter and IBEW Local Unions.

CANCELLATION - the termination of the 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.

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 - 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 Education 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.)

NECA - National Electrical Contractors Association

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

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

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 1-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 AJATC in whose name the Areawide 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 areawide apprenticeship and training program shall be administered by the Areawide Joint Apprenticeship and Training Committee (AJATC). All parties and all apprentices shall conform to these Standards.
- B. All AJATC 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 AJATC Standards. However, Apprenticeship Agreements in force under preceding Standards shall remain in force unless changed by written consent of the apprentice, the AJATC 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 AJATC. The AJATC 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 AJATC 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 AJATC 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 Areawide Training Agreement language establishing higher standards, or meant to interfere with or abridge management's rights as vested to them under the CBA—the higher standard shall always prevail.

- E. The jurisdictional area which these Standards cover shall be the wage area as set forth in the Areawide Training Agreement.

SECTION II - Composition of Joint Committee

- A. The AJATC shall be composed of ten (10) members: five (5) 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 five (5) 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 AJATC shall be appointed in writing by the party they represent.
- B. The term of office shall be for five (5) 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 Areawide Training Agreement).

- D. Any vacancy created as a result of members leaving the AJATC 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 AJATC officer or member may be removed by the sponsoring organization upon recommendation of a majority vote of the AJATC 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. An AJATC member shall also serve as an AJATC trustee. Likewise, an AJATC trustee must also be member of the AJATC.
- F. AJATC minutes shall reflect all appointments, reappointments, resignations and terminations of AJATC members/trustees. The Committee shall adopt the model resolution attached as Appendix J regarding the confidentiality and disclosure of plan information.
- G. Due to the confidential nature of apprenticeship agreements and apprentice records and issues, all AJATC 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 AJATC (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 AJATC. The local union Business Manager, NECA Chapter Manager or other designated sponsor representative may request to attend an AJATC meeting with due notice given to the AJATC.
- I. The AJATC may establish or authorize a joint subcommittee (or subcommittees) to be similarly constituted and appointed for training purposes to meet a specific need, such as assisting in the operation of the apprenticeship program. Such subcommittees shall be established at the discretion of the AJATC and shall remain in place until terminated by a majority vote of the AJATC. Subcommittee members shall be appointed by the sponsoring parties in the same manner that the AJATC members are appointed. Members of a subcommittee may or may not be AJATC members. Subcommittee members shall not serve as AJATC trustees unless they also serve as AJATC members.

SECTION III - Duties of the AJATC

- A. The AJATC shall, in conformity with the NJATC Standards and Policies and the Areawide Training Agreement, 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 AJATC 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 signatory IBEW Local Unions and the NECA Chapter. The AJATC members/trustees shall initiate and certify all expenditures of the Trust Fund.
- C. Each sponsoring party must have at least one (1) AJATC member present to establish a quorum at AJATC meetings.

Each sponsoring party shall have a total number of votes at AJATC meetings equal to its allowable number of AJATC members as stipulated in Section II, paragraph A., regardless of

the number of members present. In the event that 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 ye or a nay.

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

- D. The AJATC shall meet on a quarterly basis and on call of the Chairman or Secretary when a specific need arises. The AJATC may agree to cancel a regularly scheduled meeting due to specific or unusual circumstances.
- E. The AJATC 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 AJATC. However, all governing responsibility for the apprenticeship program rests with the AJATC—including interviewing, selecting and supervising apprentices and assuring full compliance with these Standards, the Affirmative Action Plan and the Selection Procedures. The AJATC should make use of the NJATC’s Job Description for the position of Training Director when determining duties and responsibilities of the Training Director.
- F. The AJATC 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 AJATC shall consider all factors (employment opportunities, attrition, etc.) having a bearing on the number of apprentices needed when determining the number to register. The AJATC shall also consider its capability to provide on-the-job training (OJT) and related instructional training.
- G. The AJATC shall select apprentices without discrimination because of race, color, religion, national origin, or sex—except the applicant must meet the minimum age requirement. The AJATC 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 AJATC shall see that each apprentice satisfactorily completes the minimum course materials produced by the NJATC.
- I. The AJATC 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 AJATC 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 AJATC shall have full power and authority, as per the Areawide Training Agreement, to transfer apprentices from one job or employer to another.
- L. All OJT transfers and assignments shall be issued by the AJATC as set forth in the Areawide Training Agreement, using a form similar to that shown in Appendix B of these Standards.
- M. While the apprentice is on the jobsite, it shall be the exclusive 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 (See Section XIV).

All such work shall be performed under the supervision of a Journey-level worker, acting on behalf of the Employer.

It is the exclusive responsibility of the Employer to ensure the safety and health of its employees. Nothing in these Standards is intended to diminish the Employer's exclusive responsibility in this regard, or to make the AJATC and/or its officers, agents or representatives liable for any employee's job-related injury, illness or death.

If an unsafe worksite condition is brought to the AJATC's attention, it shall be investigated immediately by the AJATC and brought to the attention of the employer and the Local Union. Failure to respond to any recommendations made by the AJATC shall be just cause for removing any remaining apprentices from a specific jobsite or from the employer.

- N. The AJATC 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 AJATC shall see that each apprentice is properly registered with the AJATC (through the execution of an apprenticeship agreement) and registered with the U.S. Department of Labor, Office of Apprenticeship, 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 AJATC 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 AJATC 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 AJATC 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 AJATC 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 registration and a copy of all subsequent modifications. A copy of the AJATC's Policy Statement and subsequent changes to it shall be submitted to the Registration Agency in a timely manner.

- T. The AJATC or its subcommittee(s), 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 AJATC 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 AJATC 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 Affirmative Action Plan as a result of the review. Such report shall not include any information identifying individual apprentices in any manner.
- W. The AJATC shall call upon the NJATC and professional consultants for assistance and guidance when deemed necessary.
- X. The AJATC 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 AJATC to see that all sections of these Standards, the Affirmative Action Plan, the Selection Procedures, Policy Statement(s), 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 AJATC. 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 AJATC's policies and rules. The employer shall only secure apprentices through the AJATC. Signatory employers shall contribute to the AJATC Trust Fund the rate established by the joint sponsors of the AJATC and as stipulated in the AJATC's Trust Agreement.

While the apprentice is on the jobsite it shall be the responsibility of the Employer to provide to 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 AJATC shall see that each apprentice completes a minimum of 7,000 hours of reasonably continuous supervised employment (OJT). The AJATC shall attempt to provide for participation in all of the work processes as outlined in Section XVI of these Standards.

The apprentice shall participate in a minimum of 144 hours of related classroom training per year, outside the normal work hours. The AJATC shall require each apprentice to satisfactorily complete the NJATC Three-Year Outside Lineman Apprenticeship Course Material.

B. The following table identifies minimum requirements to enter each Period of Apprenticeship. This AJATC has established seven periods of apprenticeship as stipulated below.

Period	Percent of Journeyworker Rate	Minimum Accumulative OJT Hours	+	Related Training
1	<u>65</u>	0	+	N/A
2	<u>75</u>	1000	+	Satisfactory Progress
3	<u>78</u>	2000	+	Satisfactory Progress
4	<u>81</u>	3000	+	Satisfactory Progress
5	<u>84</u>	4000	+	Satisfactory Progress
6	<u>87</u>	5000	+	Satisfactory Progress
7	<u>90</u>	6000	+	Satisfactory Progress
Completion	100	7000	+	3 rd Year School Completed

At the time of registration of these Standards, the average Journeyworker rate for the AJATC area is \$38.94. 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 accumulated and satisfactory progress in Related Training, as indicated above (see Section XIX).

[Example: To advance to third period, one must have satisfactory progress in related training and must also have accumulated 2000 hours of OJT with satisfactory performance.]

SECTION VI – Wages and Fringe Benefits

Apprentices shall be employed on a stipulated hourly wage and benefits basis, as provided in the local CBA where they are employed. 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.

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 AJATC does not, and will not, discriminate against a qualified individual with a disability because of the disability of such individual. The AJATC will take affirmative action to provide equal opportunity in apprenticeship program and will operate this apprenticeship program as required under Title 29, Code of Federal Regulations, part 30, as amended, and other applicable law and/or 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.

Wherever a provision mandates that an applicant or other individual must “sit for the electrical industry’s aptitude test developed and validated by the American Institutes for Research” the following conditions shall be applied:

1. The aptitude test may be administered either in the traditional format (paper and pencil) or computer based (online) format.
2. Both formats require an authorized Proctor and Test Administrator to administer the aptitude test.
3. The aptitude test may also be administered at any NJATC “authorized” testing center.
4. The aptitude test is not intended to be used as a means for disqualification of an applicant. The results of the aptitude test are designed to be used to address the needs of the applicant and develop a suitable training program that reflects the needs of the applicant.
5. The aptitude test may be administered pre-registration or post-selection depending upon which qualification for apprenticeship is selected. The Program Sponsor shall determine the number of applicants to be tested from the total eligibility pool based upon available apprenticeship opportunities and expected apprenticeship registrations.
6. Where the Qualification for Apprenticeship requires that the applicant or individual “sit for” the aptitude test, Program Sponsors should seek to have the test administered to all newly registered apprentices in a timely manner but in no case more than 60 days from the date on which they were officially offered an apprenticeship opportunity.

Individuals who can show that they meet the conditions in one or more of the means listed below will be afforded an oral interview by the AJATC or its Subcommittee. 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 AJATC Selection Procedures.

- 1) To qualify for interview and ranking, 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 jobsites 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, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as, 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 as required by the AJATC, in accordance with State laws and regulations).

- c. 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.
 - d. show evidence of successful completion of: one full credit of high school algebra with a passing grade, or one post high school algebra course (e.g. Adult Education, Continuing Education, Community College, etc.) with a passing grade, or provide evidence of having successfully completed the NJATC Online Tech Math Course.
 - 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. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - g. possess a valid Driver's License.
 - h. submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.
- 2) Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of three-thousand, five-hundred (3,500) hours specifically in the electrical line construction industry (work experience must include climbing and other occupational related work applicable to that of a Journeyworker Lineman or Line apprentice), may submit a written Industry recommendation and may qualify for either direct interview or direct entry; as determined by the AJATC and available apprenticeship opportunities. 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 jobsites 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 AJATC proper, undisputable documentation that defines their experience in the electrical line 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 AJATC will examine all documentation submitted to determine qualification of the applicant. The AJATC will schedule an experience evaluation interview with the applicant if it is deemed appropriate. An absolute minimum of three-thousand, five-hundred (3,500) hours of ELECTRICAL LINE CONSTRUCTION WORK

EXPERIENCE (including climbing) 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 AJATC 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 and wish to receive consideration for such training/experience.
- 3) Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of one-thousand, seven-hundred fifty (1,750) hours specifically in the electrical line construction industry (work experience must include climbing and other occupational related work applicable to that of a Journeyworker Lineman or Line apprentice), will qualify for direct interview by the AJATC 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 jobsites 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, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
 - b. provide to the AJATC proper, undisputable documentation that defines their experience in the electrical line 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 AJATC will examine all documentation submitted to determine qualification of the applicant. The AJATC will schedule an experience evaluation interview with the applicant if it is deemed appropriate. An absolute minimum of one-thousand, seven-hundred fifty hours of ELECTRICAL LINE CONSTRUCTION WORK EXPERIENCE (including climbing) 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 AJATC 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 and wish to receive consideration for such training/experience.
- 4) An electrical line construction employee of a non-signatory employer not qualifying as a Journeyworker when the employer becomes signatory, shall be evaluated by the AJATC, using consistent, standard, nondiscriminatory means (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 jobsites 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, 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 line construction work prior to and at the time the employer becomes signatory.
 - c. supply the AJATC 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 AJATC (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 and wish to receive consideration for such training/experience.
- 5) Transfer of Apprenticeship: In order to transfer an apprenticeship agreement between two local IBEW/NECA AJATCs having a registered outside 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 AJATC must agree to the transfer, acting on behalf of the official program sponsor's for the IBEW and NECA.
- c. The receiving AJATC must agree to accept the transfer, acting on behalf of the official program sponsors for the IBEW and NECA.
- d. The receiving AJATC shall have complete access to all apprenticeship records pertaining to the transferring apprentice.
- e. The transferring apprentice must:
 - (1) complete an application form.
 - (2) provide to the AJATC 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 AJATC (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 AJATC. The receiving AJATC will examine all documentation submitted before granting permission to transfer. All such records shall become part of the receiving AJATC's permanent files.
 - (3) upon being accepted by the receiving AJATC, have their existing apprenticeship agreement terminated.
 - (4) have registration proceedings initiated immediately by the receiving AJATC 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.
 - (5) 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 AJATC and is required in Qualification 1) above.
- g. submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

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

- 6) An individual who signs an authorization card during an organizing effort—wherein thirty 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 Journeyworker Lineman, shall be evaluated by the AJATC, using consistent, standard, nondiscriminatory means (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 line 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 jobsites 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, 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 line employer and all other previous electrical line 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 and wish to receive consideration for such training/experience.
- 7) An honorably discharged military veteran (as well as Inactive Ready Reserve, Active Reserve and National Guardsman) who completed military technical training and participated in a registered apprenticeship, or completed military technical school in a recognized apprenticeable occupation during their military service applicable to the electrical construction industry (as determined by the AJATC), and can document a minimum of two (2) years of military experience in the military technical occupation, may qualify for either direct interview or direct entry (must apply within five (5) years from military technical occupation experience); as determined by the AJATC and available apprenticeship opportunities. 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 jobsites 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, scaffolds, poles and towers of various heights.

- v. able to crawl and work in confined spaces such as, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
- b. have previous military work experience 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 interview 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 AJATC (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 AJATC will determine using consistent, standard, nondiscriminatory means (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 jobsites 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, 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 AJATC 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 and wish to receive consideration for such training/experience.
- 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 AJATC 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 AJATC; may

qualify for either direct interview or direct entry; as determined by the AJATC and available apprenticeship opportunities. The AJATC using consistent, standard, nondiscriminatory means (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 jobsites 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, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as, 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 AJATC 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 AJATC will examine all documentation submitted to determine qualification of the applicant. The AJATC 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 and wish to receive consideration for such training/experience.
- 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 Technician apprenticeship that reflect an Outside Line Technician apprenticeship could be awarded a minimum of one-thousand, seven-hundred fifty (1,750) hours of OJT credit. Such individuals will be properly evaluated by the AJATC and placed in the appropriate year of related training (see Section X). For other IBEW/NECA apprenticeship programs, the NJATC will review and approve the number of OJT credit to be received.
- 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. Completion of a preparatory boot camp is required of all applicants.

The AJATC's Boot Camp 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 line construction industry can ask for and have such work and job experience evaluated by the AJATC prior to signing an Apprenticeship Agreement. Where such experience warrants, the AJATC will place the apprentice in the appropriate period with the commensurate wages as determined by the AJATC. Such advanced credit and standing shall be subject to review prior to advancement beyond the probationary period.

The AJATC 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 AJATC 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 AJATC determines.

SECTION XI - The Apprenticeship Agreement

- A. Before being employed as an apprentice or enrolled in apprenticeship related instruction classes, the selected applicant will sign an Apprenticeship Agreement (registration) with the AJATC. 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 AJATC'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 AJATC shall have one copy of the apprenticeship agreement properly completed, signed by the apprentice and the AJATC, and submitted to the Registration Agency. Two (2) copies will be returned to the AJATC, one (1) shall be provided to the apprentice, and one (1) shall be retained and filed by the AJATC. An additional copy of the Apprenticeship Agreement will be provided to the Veteran's State Approving agency for those veteran apprentices desiring access to any benefits to which they are entitled.

SECTION XII - Probationary Period

The first 1,750 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 first six (6) months of the probationary period, the AJATC shall be responsible to see that the apprentice is adequately instructed in climbing and that the apprentice's aptitude and ability in this important area are demonstrated prior to the apprentice being advanced from probationary status.

During the probationary period, the AJATC 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 AJATC. Such reviews and determinations shall be properly documented and applied equally to all apprentices with proper notice to the Registration Agency.

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 parties to the Apprenticeship Agreement will be notified of such action.

After the probationary period, the Apprenticeship Agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the AJATC for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the AJATC will provide written notice to the apprentice and to the Registration Agency of the final action taken.

SECTION XIII - Related Instruction

- A. Each apprentice shall be required to participate in non-compensable related instructions 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. The order of presentation and/or year of presentation may change from time to time:

FIRST YEAR – 144 HOURS MIN.

CLIMBING TECHNIQUE & SAFEGUARDS
ELECTRICAL GROUNDING
ELECTRICAL THEORY
INDUSTRY ORIENTATION
JOB INFORMATION
LINE CONDUCTOR INSTALLATION
MATHEMATICS
OSHA/SAFETY AWARENESS
RIGGING
SAFETY & HEALTH AWARENESS

SECOND YEAR – 144 HOURS MIN.

BLUEPRINT READING
DISTRIBUTION ANALYSIS, TESTING & REPAIR
ELECTRICAL THEORY
INDUSTRY ORIENTATION
JOB INFORMATION
LINE CONDUCTOR INSTALLATION
MATHEMATICS
OSHA/SAFETY AWARENESS
STREET LIGHTING
SURVEYING
TRANSFORMERS

THIRD YEAR – 144 HOURS MIN.

ALTERNATIVE ENERGY SOURCES
ELECTRICAL GROUNDING
ELECTRICAL THEORY
FIBER OPTICS
INDUSTRY ORIENTATION
JOB INFORMATION
LIVE LINE MAINTENANCE
MARKETING
POWER QUALITY
SAFETY & HEALTH AWARENESS
SUBSTATIONS
SYSTEMS ANALYSIS, REPAIR & CERTIFICATION

- C. Each apprentice shall be required to satisfactorily complete all NJATC apprenticeship course materials as a minimum requirement for related instruction. The AJATC may require additional related training to meet industry needs.
- D. 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 order to meet training needs. Such changes must be properly approved by the Registration Agency.
- E. The AJATC 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.

- F. The AJATC shall secure the instructional aids and equipment it deems necessary to provide quality instructions.
- G. 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, when possible. Immediately following class reviews of the tests the Instructor shall return all tests and materials to the AJATC for proper filing. No tests or test materials will be left in the hands of any apprentice. The AJATC and the Instructors will be prudent and diligent in all efforts to protect the integrity of the testing materials.
- H. The AJATC shall monitor the apprentice's performance in related training and take appropriate action to encourage improvement where warranted. The AJATC 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 AJATC as part of its official file for each apprentice—providing an accumulative record of performance in related training.
- I. The AJATC 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) or college degree programs 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 jobsite, 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 AJATC shall see that all apprentices complete CPR/First Aid training during their probationary period. The AJATC 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 AJATC shall see that each apprentice successfully completes either the NJATC, OSHA approved, Ten-Hour Construction Safety course or the Outside Industry OSHA 10 Electric Transmission and Distribution course developed through the Industry Partnership, 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 applicable CBA. The apprentice's work shall not interfere with attending related instructional classes.

The AJATC shall maintain a standard procedure to best ensure reasonable continuous employment for all apprentices. The AJATC, or its subcommittee, shall make all OJT assignments, reassignments and transfers—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 AJATC.

- B. In the event that the AJATC is unable to provide an eligible apprentice an OJT assignment, apprentices may seek temporary employment outside of the electrical line 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 AJATC for an OJT assignment given by the AJATC. 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 AJATC 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 occupation skills in the various work processes, the AJATC shall attempt to provide the apprentice with OJT in the following categories, as job training assignments permit.

OUTSIDE JOURNEYWORKER LINEMAN
 (Line Maintainer)
 O*NET SOC Code : 49-9051.00
 RAPIDS Code: 0283R

WORK PROCESS	APPROX. HOURS OJT
FIRST PERIOD Perform duties as prescribed by the written policy statement of the Committee, providing for work both on the ground and aloft including climbing to assure stability for the trade before probationary period expires.	1000
TRANSMISSION - STEEL Assembly and erection of steel towers, including cellular towers, placement of footings and materials, attachment of insulators and the stringing, splicing, dead-ending, armor rodding, and clipping of conductors.	1000
TRANSMISSION - WOOD Framing, erection, and guying of wood-poles and the installation of hardware insulators and conductors thereon.	500

WORK PROCESS

APPROX. HOURS OJT

TRANSMISSION/DISTRIBUTION - SUBSTATIONS Assembly and erection of steel and wood components and the installation and connection of busses, grounds, switches, circuit breakers, transformers, regulators, and other substation equipment.	1000
DISTRIBUTION – NEW CONSTRUCTION Material handling, framing, and erection of poles, installation of anchors and guys, stringing, splicing, sagging of conductors and fiber on de-energized construction work. Installation of cable and electrical components on de-energized underground (URD) systems.	1175
DISTRIBUTION – MAINTENANCE AND RE-BUILD General maintenance work near energized distribution conductors including pole replacement, conductor replacement, changing insulators and cross-arms, changing and installing transformers, capacitors, regulators, switches, and other electrical components.	1175
STREET LIGHTING Installation and maintenance of street lighting systems, traffic systems and the associated control systems.	500
DISTRIBUTION – LIVE LINE MAINTENANCE Rubber glove work on energized primary and secondary distribution circuits. Hot stick work on distribution, sub-transmission and transmission circuits.	650

TOTAL MINIMUM HOURS OF OJT

7,000

- B. The AJATC shall require each apprentice to submit a work report on a monthly basis. Such reports shall be maintained by the AJATC as part of its official file for each apprentice. Further the AJATC 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 Journey-level worker. 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. 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 CBA applicable to these Standards and must be expressed numerically (Example: 1 to 1 = 1 apprentice to 1 Journeyworker).

Where the employer and Program Sponsor document and verify that the specific work assignments for the apprentice warrants an expanded ratio, such as for de-energized work, rough-in work or material handling, the jobsite ratio shall be permitted to be expanded as specified in the CBA applicable to these Standards.

SECTION XVIII - Temporary Training Opportunities

Apprentices may be permitted to receive OJT and related training on a temporary basis with another IBEW/NECA AJATC, provided the two AJATCs, their representative parent organizations and the apprentice agree on such assignment. Before apprentices are given a temporary OJT assignment, they must supply the host AJATC with an official copy of their apprenticeship agreement—clearly indicating that it has been properly registered with the applicable Registration Agency. The apprentice’s sponsoring AJATC shall also supply the apprentice with an introductory Temporary Assignment Form, similar to the sample shown in Appendix I. The Assignment Form shall summarize the apprentice’s level of training, including any special safety certifications and/or qualifications the apprentice has received. The Assignment Form shall be utilized by the host AJATC to ensure that the apprentice is provided with a job assignment that is suitable for his/her current level of training and skills. Apprentices shall remain subject to immediate reassignment by the AJATC with whom they are registered. Failure to immediately comply with such instruction to return to the AJATC 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 IBEW Areawide Training Agreement.

SECTION XIX - Advancement of Apprentices

- A. Every four months during the first year of apprenticeship, and yearly thereafter, the AJATC 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 AJATC will also receive a monthly OJT training report 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 AJATC 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 AJATC.

Section XX - Local AJATC Rules and Policies

- A. The apprentice is subject to the written Rules and Policies of the AJATC as presently in existence, or as may be adopted or modified from time to time. The AJATC 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 AJATC 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 AJATC, 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 as an apprentice by the AJATC, or its subcommittee(s). Such individuals are not eligible to participate in any related apprentice training activities. Furthermore, they are not eligible for any job assignment as a Lineman or apprentice (unless selected and reregistered) under an IBEW Outside Agreement until two (2) years after they should have completed apprenticeship under their registration. Such individuals may be reclassified as a Groundman, Line Clearance Tree Trimmer, Equipment Operator, Traffic Signal Technician, Substation Technician, etc., or other previously held classification.

- C. Apprentices shall have the right to request an appearance before the AJATC, or its subcommittee, 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 AJATC 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 AJATC 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 AJATC, or its subcommittee.

2. The local AJATC shall hear and consider all complaints of violations concerning the Apprenticeship Agreement and the registered Standards. The local AJATC 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 AJATC 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 Three-Year course of study, accumulation of a minimum of 7,000 hours of OJT, and acquisition of the appropriate CDL, the AJATC 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 AJATC will present each graduating apprentice with a Certificate of Completion of Apprenticeship issued by the NJATC (see Appendix H for sample). The AJATC 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 AJATC. The AJATC shall likewise submit a signed request for a Completion Certificate to the Registration Agency.

- C. The AJATC 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 AJATC 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 AJATC, 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 AJATC 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 OJT and related instruction, evaluations and other pertinent data. This DOES NOT include AJATC Trust Fund records, which shall be maintained indefinitely.

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

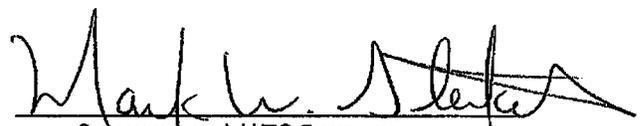
ADDENDUM

Apprentice Electrical Technician – When the AJATC program operation includes a classification of apprentice electrical technician, traffic signal, or some other specialty classification related to Outside Line Construction; an addendum will be included in the apprenticeship program and submitted to the Registration Agency for approval as a prior condition of registration and must contain the following information:

- A. A schedule of work experience for the specific apprenticeable occupation in which training is to be given totaling 6,000 hours for Traffic Signal Apprentice Technician, 7,000 hours for Sub-Station Apprentice Technician, 4,000 hours for Underground Apprentice Technician, and 4,000 hours for Line Clearance/Tree Trimmer Apprentice Technician.
- B. The type of electrical technician must be identified; i.e., “apprentice Sub-Station technician,” etc.
- C. A copy of the addendum must be supplied to the NJATC office.

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JOINTLY ADOPTED BY AJATC ON THIS 10 DAY OF February, 2013.

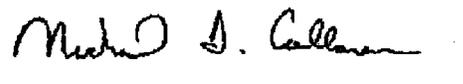

SIGNATURE OF AJATC CHAIRMAN

2/10/2013
DATE


SIGNATURE OF AJATC SECRETARY

2/10/2013
DATE

REGISTERED WITH AND APPROVED BY THE NJATC:


EXECUTIVE DIRECTOR

January 25, 2013
DATE

REGISTERED WITH AND APPROVED BY:

Office of Apprenticeship
REGISTRATION AGENCY

9/24/2013
DATE

BY: 
REGISTRATION AGENCY REPRESENTATIVE

TITLE: Regional Director

APPENDIX A

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

Date

Dear (AJATC Member/Trustee Appointee):

Please allow this communication to serve as official notification that you have been appointed as a Trustee/Committee Member to the _____ Area wide Joint Apprenticeship and Training Committee (AJATC). 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 AJATC's office. You will be receiving additional information from that office concerning official AJATC business. Please be sure to keep the AJATC 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 AJATC office. The AJATC 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

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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.

1. Name (Last, First, Middle) and Address *Social Security Number _____ _____ _____ (No., Street, City, State, Zip Code, Telephone Number)		Answer Both A and B (Voluntary) (Definitions on reverse)	5. Veteran Status (Mark one) <input type="checkbox"/> Non-Veteran <input type="checkbox"/> Veteran
2. Date of Birth (Mo., Day, Yr.)	3. Sex (Mark one) <input type="checkbox"/> Male <input type="checkbox"/> Female	4. a. Ethnic Group (Mark one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino 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	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
7a. Employment Status (Mark one) <input type="checkbox"/> New Employee <input type="checkbox"/> Existing Employee 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: _____			
8. Signature of Apprentice Date		9. Signature of Parent/Guardian (if minor) Date	

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

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

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

10. Wages: (Instructions on reverse)

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

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

11. Signature of Sponsor's Representative(s) Date Signed	13. Name and Address of Sponsor Designee to Receive Complaints (If applicable)
12. Signature of Sponsor's Representative(s) Date Signed	

PART C: TO BE COMPLETED BY REGISTRATION AGENCY

1. Registration Agency and Address	2. Signature (Registration Agency)	3. Date Registered
------------------------------------	------------------------------------	--------------------

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.					
%	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.							
%	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 AJATC LETTERHEAD)

Apprenticeship Information Acknowledgment

I have been given the opportunity to read and review the AJATC'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 AJATC 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 AJATC and in effect as of this date.

APPRENTICE: PLEASE SIGN AND DATE

SIGNATURE _____ DATE _____

PRINT FULL NAME _____

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APPENDIX E

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MONTHLY APPRENTICE EVALUATION REPORT FOR _____ (APPRENTICE'S NAME)
 FOR THE MONTH _____ YEAR _____

	YES	NO
1. Reliability		
a. Does he/she show up each work day?	_____	_____
b. Is he/she late?	_____	_____
c. Can you depend on him/her to complete his/her work?	_____	_____
2. Interest		
a. Is he/she willing to learn?	_____	_____
b. Does he/she follow instructions?	_____	_____
c. Does he/she make good use of time?	_____	_____
d. Will he/she make a good Journeyman Lineman?	_____	_____
e. Does he/she show interest in the trade?	_____	_____
3. Attitude and cooperation		
a. Does he/she work well with others?	_____	_____
b. Does he/she work safely?	_____	_____
c. Does he/she resent supervision?	_____	_____
4. Ability		
a. Does he/she display good climbing ability?	_____	_____
b. Would you work with him/her as a "pole buddy"?	_____	_____
c. Is he/she ready to be advanced to his/her next classification?	_____	_____
d. Does he/she have the mechanical ability to be a Lineman?	_____	_____
e. Does he/she perform up to your expectations?	_____	_____
5. What could be done to help him/her become more efficient?		

6. Type of work engaged in? _____

Your comments and opinions: _____

Did you discuss this evaluation with the apprentice? Yes No (circle)

If yes, apprentice's signature _____ Date _____

Foreman's signature _____ (Print) _____

FOREMAN'S RESPONSIBILITY

- a. Review and certify that the number of hours listed on the front of this report were actually worked and are categorized in the proper columns, and sign in the space provided on the front.
- b. Complete the above Monthly Apprentice Evaluation Report, sign and date.
- c. Return the completed report to the apprentice.

APPENDIX F

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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)			<input type="checkbox"/>
1 2	3 4 5	6 7	

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)			<input type="checkbox"/>
1 2	3 4 5	6 7	

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 AJATC, 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:

Juan Pelaez-Gary
NAME
125 South State Street, Suite 2412
ADDRESS
Salt Lake City UT 84138
CITY STATE ZIP

Federal EEOC:

EEOC Phoenix District Office
NAME
3300 North Central Avenue, Suite 690
ADDRESS
Phoenix AZ 85012
CITY STATE ZIP

NAME

ADDRESS

CITY STATE ZIP

State Apprenticeship Agency: *(if applicable)*

Mark Maki
NAME
P.O. Box 1728
ADDRESS
Helena MT 59624
CITY STATE ZIP

State EEOC:

Anti-Discrimination & Labor
NAME
160 East 300 South
ADDRESS
Salt Lake City UT 84111
CITY STATE ZIP

NAME

ADDRESS

CITY STATE ZIP

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APPENDIX H

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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
Anytown USA Electrical
JOINT APPRENTICESHIP AND TRAINING COMMITTEE
do hereby present this diploma to

James C. 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 Lineman

*which is herewith conferred as acknowledged by the signatures of the Trustees
on this first day of December in the year 2001*

Edwin Hill

President, IBEW®

John M. Gian

Executive Vice President & CEO, NECA



JATC Chairman

JATC Secretary



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APPENDIX I

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SAMPLE AJATC TEMPORARY ASSIGNMENT FORM

The traveling apprentice agrees to work according to their home AJATC's Standards and Policies with respect to employment restrictions that are more stringent than the host AJATC's Standards and Policies.

Example: The host AJATC apprentices are permitted to work in the energized primary at 4th Period and rubber glove voltages over 5kV. The traveling apprentice's home AJATC Standards and Policies allow apprentices to work in the energized primary at 6th Period and must hot-stick voltages over 5kV. The traveling apprentice will respect their home AJATC Standards and Policies and will not work in the energized primary area until they are 6th Period and will hot-stick voltages over 5kV in the host AJATC area.

Host AJATC _____

Applicable differences in the host AJATC's Standards and Policies include:

The traveling apprentice must continue to turn in Monthly Work Reports to their home AJATC.

The traveling apprentice must immediately report to their home AJATC when directed to do so by either the host or home AJATC.

The home AJATC will notify the host AJATC and employing contractor when the traveling apprentice is directed to return to the home AJATC.

Problematic issues that may arise while temporarily assigned to the host AJATC will be brought to the attention of both the host AJATC Training Director and the home AJATC Training Director.

Apprentice _____ Period _____

Address _____ Phone _____

City _____ State _____ Zip _____

Safety Certifications and/or Qualifications _____

Signature _____ Date _____ / _____ / _____

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APPENDIX J

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CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____, day of _____ 2____, between the _____ Areawide Joint Apprenticeship and Training Trust Fund having an office at _____ (the "AJATC"), and _____ [Insert name of the AJATC Employee / Trustee / IBEW Local / NECA Chapter / Service Provider] [whose principal office is located at _____] ("[NAME]").

RECITALS

- A. **WHEREAS**, the AJATC 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 AJATC] [is a Trustee of the AJATC] [is a plan settlor of the AJATC] [provides services] to the AJATC;
- C. **WHEREAS**, in the course of [NAME'S] dealings with the AJATC, [NAME] may receive Confidential Information belonging to the AJATC;
- D. **WHEREAS**, Confidential Information includes any and all information disclosed to or known by [NAME] in connection with [NAME'S] relationship with the AJATC that is not generally known to people outside the AJATC and which is related to the AJATC, its participants, IBEW Local ____, _____ Chapter of NECA, the IBEW-NECA National Joint Apprenticeship Training Committee, AJATC contributing employers, service providers, employees, agents, operations, finances, methods, processes, intellectual property as well as any and all information entrusted to the AJATC 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 AJATC and in conformance with applicable law governing the AJATC that Confidential Information not to be further distributed or communicated by [NAME] to others; and
- G. **WHEREAS**, the AJATC 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 AJATC 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 AJATC 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 AJATC, 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 AJATC, 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 AJATC with prompt notice of such request so that an appropriate protective order can be sought, if deemed necessary by the AJATC. 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 AJATC 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 AJATC 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 AJATC in writing promptly upon discovery of any such unauthorized use or disclosure, and (c) cooperate with the AJATC 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 AJATC.
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 AJATC 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 AJATC 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 AJATC 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 writing provided by the AJATC 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 AJATC.

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.

AJATC

[NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPRENTICESHIP SYSTEM OF THE ELECTRICAL CONTRACTING INDUSTRY

