

# LOCAL APPRENTICESHIP AND TRAINING STANDARDS

FOR THE

South Central Minnesota Electrical  
Joint Apprenticeship and Training Committee

Representing the

Minneapolis Chapter  
National Electrical Contractors Association, Inc.

And

Local Union No. 343  
International Brotherhood of Electrical Workers

O\*NET-SOC CODE: 47-2111.00  
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ADOPTED, APPROVED AND REGISTERED AS REFLECTED ON THE SIGNATURE PAGE OF THIS DOCUMENT



JUL 22 2011

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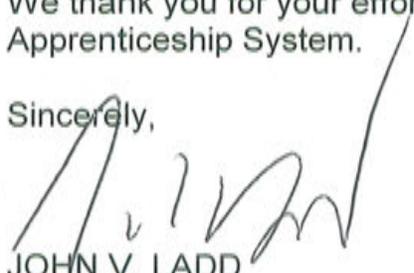
Dear Mr. Callanan:

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 local JATC will obtain a copy of the National Guidelines for Apprenticeship Standards. Using these National Guidelines for Apprenticeship Standards, the local JATC will indicate all appropriate local determinations where a specific entry by the JATC is required. 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.*

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

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

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

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

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

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

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

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

## DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO TERMS AND ACRONYMS COMMONLY USED THROUGHOUT THIS DOCUMENT.

**ACE** - American Council on Education

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

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

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

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

A 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.

**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.

**COMPETENCY**- Competency means the attainment of manual or technical skills and knowledge, as specified by an occupational standard and demonstrated by an appropriate written and hands-on proficiency measurement as defined by the NJATC.

**CPR** - Cardiopulmonary Resuscitation

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

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

**DOL** - U.S. Department of Labor

**EEO** - Equal Employment Opportunity

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

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

**GED** - General Educational Development Certificate

**HYBRID OCCUPATION** – The hybrid approach measures the individual apprentice’s skill acquisition through a combination of specified minimum number of hours of on-the-job-learning and the successful demonstration of competency as described in a work process schedule.

**IBEW** - International Brotherhood of Electrical Workers

**INTERIM CREDENTIAL (CERTIFICATE OF TRAINING)** - Interim Credential means a credential issued by the Registration Agency, upon request of the appropriate sponsor, as certification of competency attainment by an apprentice.

**JATC** - Joint Apprenticeship and Training Committee

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

**OJT** - On-The-Job Training

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

**OSHA** - Occupational Safety and Health Act

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

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

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

**REGISTRATION AGENCY** - Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

**RELATED INSTRUCTION** - An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to apprentice’s occupation. Such instruction may be

given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

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

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

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

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

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

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

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

## SECTION I - Policy

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

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

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

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

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

## SECTION II - Composition of Joint Committee

- A. The JATC shall be composed of eight (8) members: four (4) 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 four (4) who are qualified and duly appointed in writing to represent the IBEW Local Union (must be members or staff of the IBEW and active in the Industry). Each party shall have equal representation. Members of the JATC shall be appointed in writing by the party they represent.
- B. The term of office shall be for three (3) years. The term of one (1) employer representative and one (1) union representative shall expire each year on December 31. A committee member may be reappointed. Any reappointment shall also be in writing for the same specified term.
- C. The Committee shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges (as set forth in the basic CBA).
- D. Any vacancy created as a result of members leaving the JATC prior to the expiration of their appointment, shall be filled by the appropriate party to complete the unexpired term (the appointment shall be in writing).

Any JATC officer or member may be removed by the sponsoring organization upon recommendation of a majority vote of the JATC for dereliction of duty, breach of confidentiality or misconduct as a member/trustee. Such a recommendation shall be forwarded in writing to the proper sponsoring organization for action.

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

### SECTION III - Duties of the JATC

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

Each sponsoring party shall have a total number of votes at JATC meetings equal to its allowable number of JATC members as stipulated in Section II, paragraph A., regardless of the number of members present. In the event the parties are divided on an issue, each party may cast its full vote as if all were present. However, a vote to abstain is an official vote, it

represents one of the votes the sponsoring party is entitled to and is not counted as either a yeay or a nay.

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

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

- N. The JATC cannot, and does not, employ apprentices. Therefore, it is not obligated to actually employ the apprentice but shall use every effort to keep the apprentice employed in a reasonably continuous manner with the participating employers.
- O. Before selected applicants for apprenticeship are given OJT assignments, the JATC shall see that each apprentice is properly registered with the JATC (through the execution of an apprenticeship agreement) and registered with the Department of Labor and Industry Division of Voluntary 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 JATC shall retain all application forms submitted along with all related documents and materials for a period of five (5) years—regardless of the application outcome. Such records shall include all announcements of apprenticeship opportunity (See Section XXVI).
- Q. The JATC shall maintain complete and accurate records (including employment records) on all apprentices for a minimum of five (5) years following the last committee action—including graduation (see Section XXVI).
- R. The JATC shall consider and act on all matters, issues or problems concerning apprenticeship and training to the best of its ability avoiding, if at all possible, referring such to the sponsoring parties.
- S. The JATC shall establish a written Policy Statement that sets forth the policies, rules and penalties regarding conduct within the program. The policies, rules and penalties shall be consistently applied in a nondiscriminatory manner. Every registered apprentice shall be provided a copy of the Policy Statement at time of registration and a copy of all subsequent modifications. A copy of the JATC's Policy Statement and subsequent changes to it shall be submitted to the Registration Agency in a timely manner.
- T. The JATC will hear and consider all violations of its policies and rules and of the apprenticeship agreement, and shall make such rulings in a consistent and nondiscriminatory manner.
- U. The JATC shall establish and implement a written complaint procedure in accordance with Section XXI. A copy of the complaint procedure shall be provided to every apprentice.
- V. The JATC shall make an annual report to the sponsoring parties carefully reviewing its work for the preceding year, including a review of the current Affirmative Action Plan, its overall effectiveness, and changes made to the Plan as a result of the review. Such report shall not include any information identifying individual apprentices in any manner.
- W. The JATC shall call upon the NJATC and professional consultants for assistance and guidance when deemed necessary.

- X. The JATC shall work cooperatively with the NJATC in completing Industry surveys and annual reports, and in maintaining the Industry's National Standards.
- Y. It shall be the duty of the JATC to see that all sections of these Standards, the Affirmative Action Plan, the Selection Procedures, Policy Statements, Rules and Regulations are enforced without discrimination.

#### SECTION IV - Qualifications & Duties of Participating Employers

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

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

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

#### SECTION V - Term of Apprenticeship

- A. The JATC shall see that each apprentice registered in either the traditional (time-based) occupation or the Hybrid occupation complete the minimum of 8,000 hours of reasonably continuous supervised employment (OJT) prior to the change in classification. The JATC shall attempt to provide in all of the work processes as outlined in Section XVI of these Standards.

Apprentices registered in the traditional (time-based) apprenticeship program shall participate in a minimum of 180 hours of related classroom training per year, outside the normal work hours. The JATC shall require each apprentice to satisfactorily complete the NJATC's Five-Year Inside Wireman Apprenticeship Course Material.

Apprentices registered in the hybrid training program will utilize related classroom training as deemed appropriate by the JATC to be able to successfully demonstrate mastery of the required core competencies in order to be re-classified as a Construction Electrician. A list of the required core competencies is provided in Section XIII –Related Instruction.

- B. The following table identifies minimum requirements to enter each Period of Apprenticeship for apprentices registered to the traditional (time-based) occupation. This JATC has established six periods of apprenticeship as stipulated below.

Period	Percent of Journeyworker Rate	Minimum Accumulative OJT Hours	+	Related Training
1	<u>45.5</u>	0	+	N/A
2	<u>48</u>	1000	+	Satisfactory Progress
3	<u>50</u>	2000	+	1 <sup>st</sup> Year School Completed
4	<u>55</u>	3500	+	2 <sup>nd</sup> Year School Completed
5	<u>65</u>	5000	+	3 <sup>rd</sup> Year School Completed
6	<u>75</u>	6500	+	4 <sup>th</sup> Year School Completed
Completion	100	8000	+	5 <sup>th</sup> Year School Completed

At the time of registration of these Standards, the Journeyworker rate is \$31.95. The Registration Agency will be notified of all changes to the Journeyworker rate in a timely manner.

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

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

- C. The following table identifies minimum requirements to enter each Period of Apprenticeship for apprentices registered to the hybrid occupation. The JATC has established six periods of apprenticeship as stipulated below.

Period	Percent of Journeyworker Rate	Minimum Accumulative OJT Hours	+	Related Training
1	<u>45.5</u>	0	+	N/A
2	<u>45.5</u>	1000	+	Complete 1 <sup>st</sup> Core Competency
3	<u>48</u>	2000	+	Complete 2 <sup>nd</sup> Core Competency
4	<u>50</u>	3500	+	Complete 3 <sup>rd</sup> & 4 <sup>th</sup> Core Competency
5	<u>55</u>	5000	+	Complete 5 <sup>th</sup> & 6 <sup>th</sup> Core Competency
6	<u>65</u>	6500	+	Complete 7 <sup>th</sup> Core Competency
Completion	<u>75</u>	8000	+	Complete 8 <sup>th</sup> Core Competency

At the time of registration of these Standards, the Journeyworker rate is \$31.95. The Registration Agency will be notified of all changes to the Journeyworker rate in a timely manner.

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

[Example: To advance to third period, one must have satisfactorily completed the second Core Competency and must also have accumulated 2,000 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. Increases shall be subject to satisfactory progress on the job and satisfactory progress or completion of related instruction. See Section V for the periods of advancement and rates of pay.

## SECTION VII - Equal Employment Opportunity Pledge

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

## SECTION VIII- Qualification for Apprenticeship

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

Individuals who enter the pool of qualified applicants or otherwise meet the provisions for “direct entry” will be provided with the opportunity to participate in either the Traditional (time-based) program or the Hybrid apprenticeship program if openings are available. Although both pathways can lead to the Inside Journeyworker Wireman classification, the alternative pathways are provided to better match the needs and abilities of the individual apprentice. Final decisions regarding the placement of the apprentice into either program will be based upon several factors, including but not limited to the suitability of the applicant’s experience and the needs of the Program Sponsor. Apprentices who enter the traditional time-based program may be offered the opportunity to transition into the Hybrid apprenticeship program provided the transition is authorized and approved by the JATC. Apprentices who enter the Hybrid apprenticeship program may be offered the opportunity by the JATC to transition to the traditional time-based program provided the transition is authorized and approved by the JATC. Apprentices who transition must complete all of the related instruction and hour requirements for the program.

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

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

- iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
  - iv. able to climb and work from ladders, poles and towers of various heights.
  - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
  - vi. able to read, hear and understand instructions and warnings.
- b. meet the minimum age requirement of 16 at the time of application (must provide evidence of minimum age respecting any applicable State laws or regulations).
  - c. obtain a qualifying score of 4 (minimum required is “4”) using the electrical industry’s aptitude test developed and validated by the American Institutes for Research.
  - d. be at least a high school graduate, or have a GED, or, in lieu of a high school diploma or GED, have a two-year Associate Degree or higher.
  - e. 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.
  - f. 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.)
  - g. possess a valid Driver’s License.
  - h. submit a DD-214 to verify military training and/or experience if they are a veteran.
- 2) Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of four-thousand (4,000) hours specifically in the electrical construction industry, shall submit a written Industry recommendation and may qualify for either direct interview or direct entry; as determined by the JATC if apprenticeship opportunities are available. The JATC will use standard means of evaluation (see Section X) for individuals who may qualify for direct entry or direct interview. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
    - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
    - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
    - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
    - iv. able to climb ladders, scaffolds, poles and towers of various heights.
    - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
    - vi. able to read, hear and understand instructions and warnings.

- b. provide to the JATC proper, undisputable documentation that defines their experience in the electrical construction industry. This documentation must be comprised of official documents such as tax/payroll records, notarized letters of experience confirmation and sworn statements. Such documentation must remain with the applicant's record. The JATC will examine all documentation submitted to determine qualification of the applicant and schedule an interview if needed. An absolute minimum of four-thousand hours of ELECTRICAL CONSTRUCTION WORK EXPERIENCE must be proven to meet this qualification. No other form of electronic or electrical experience/training or construction experience will be given credit under this provision. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience.
  - c. obtain a qualifying score of 4 (minimum required is "4") using the electrical industry's aptitude test developed and validated by the American Institutes for Research.
  - d. possess a valid Driver's License.
  - e. submit a DD-214 to verify military training and/or experience if they are a veteran.
- 3) Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of two-thousand (2,000) hours specifically in the electrical construction industry, will qualify for a direct interview by the JATC to be considered along with other qualified applicants. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
    - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
    - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
    - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
    - iv. able to climb ladders, scaffolds, poles and towers of various heights.
    - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
    - vi. able to read, hear and understand instructions and warnings.
  - b. provide to the JATC proper, undisputable documentation that defines their experience in the electrical construction industry. This documentation must be comprised of official documents such as tax/payroll records, notarized letters of experience confirmation and sworn statements. Such documentation must remain with the applicant's record. The JATC will examine all documentation submitted to determine qualification of the applicant and schedule an interview if needed. An absolute minimum of two-thousand hours of ELECTRICAL CONSTRUCTION WORK EXPERIENCE must be proven to meet this qualification. No other form of electronic or electrical experience/training or construction experience will be given credit under this provision. (Note: meeting this qualification allows the applicant to be interviewed during the normal selection

process—this is NOT a form of direct entry.) If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience.

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

- b. The apprentice’s sponsoring JATC must agree to the transfer, acting on behalf of the official program sponsors for the IBEW and NECA.
- c. The receiving JATC must agree to accept the transfer, acting on behalf of the official program sponsors for the IBEW and NECA.
- d. The receiving JATC shall have complete access to all apprenticeship records pertaining to the transferring apprentice.
- e. The transferring apprentice must:
  - (1) complete an application form.
  - (2) provide to the JATC official documentation pertaining to their participation in the apprenticeship program that they are transferring from. An official copy of all records established with the sponsoring JATC (including a copy of the application form and the apprenticeship agreement—properly registered with the Registration Agency) and other information submitted shall be provided to the receiving JATC. The receiving JATC will examine all documentation submitted before granting permission to transfer. All such records shall become part of the receiving JATC’s permanent files.
  - (3) upon being accepted by the receiving JATC, have their existing apprenticeship agreement terminated.
  - (4) have registration proceedings initiated immediately by the receiving JATC and the appropriate Registration Agency. The Registration Agency will be provided with all documentation necessary and/or required to verify that the transfer is justifiable.
  - (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 JATC and is required in Qualification 1) above.
- g. possess a valid Driver’s License.
- h. submit a DD-214 to verify military training and/or experience if they are a veteran.

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

- 6) An individual who signs an authorization card during an organizing effort—wherein thirty (30) percent or more of the employees have signed authorization cards, whether or not the employer becomes signatory—and is an employee of the non-signatory electrical contractor and does not qualify as an IBEW Inside Journeyworker Wireman, shall be evaluated by the JATC, using standard means of evaluation (see Section X), and registered at the appropriate period of apprenticeship based on previous work experience and related training. This is a method of direct entry. All employees of the non-signatory electrical contractor must have been offered the opportunity to sign authorization cards. For such applicants to be considered, they must:

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

- iv. able to climb 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. have previous military work experience in an identified MOS as stipulated above.
  - c. provide reliable documentation and adequate verification (which shall be recorded and securely filed in the applicant's file) to substantiate previous military training and experience (DD-214), in order to qualify for direct entry under this provision.
  - d. obtain a qualifying score of 4 (minimum required is "4") using the electrical industry's aptitude test developed and validated by the American Institutes for Research.
  - e. possess a valid Driver's License.
- 8) An honorably discharged military veteran will qualify for oral interview by the JATC (must apply within five (5) years from discharge date). Applicants who have served overseas and/or lived on base for a minimum of two (2) years prior to application will have any existing residency restriction waived. This is a method of direct interview. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
    - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
    - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
    - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
    - iv. able to climb 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 JATC proper, undisputable documentation of the honorable discharge from military service.
  - c. obtain a qualifying score of 4 (minimum required is "4") using the electrical industry's aptitude test developed and validated by the American Institutes for Research.
  - d. possess a valid Driver's License.
  - e. submit a DD-214 to verify military training and/or experience if they are a veteran.
- 9) Individuals who can verify that they have completed a structured pre-apprenticeship training program meeting minimum requirements established by the NJATC and recognized by the JATC and sponsored by community outreach groups, or by the IBEW, NECA, or by the Local, State, Regional or National Building Trades programs, or by the JATC; may qualify

for either direct interview or direct entry; as determined by the JATC and available apprenticeship opportunities. The JATC using standard means of evaluation (see Section X) will determine direct entry or direct interview. To qualify under this provision, applicants must:

- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
    - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
    - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
    - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
    - iv. able to climb 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. meet the minimum age requirement of 18 at the time of application.
  - c. Provide to the JATC proper, undisputable documentation confirming that they meet the specific requirements of the pre-apprenticeship program. This documentation must be comprised of official documents such as: completion/graduation certificates, transcripts, notarized letters of confirmation and sworn statements. Such documentation must remain with the applicant's record. The JATC will examine all documentation submitted to determine qualification of the applicant. The JATC will schedule an experience evaluation interview with the applicant if it is deemed appropriate.
  - d. obtain a qualifying score of 4 (minimum required is "4") using the electrical industry's aptitude test developed and validated by the American Institutes for Research.
  - e. possess a valid Driver's License.
  - f. submit a DD-214 to verify military training and/or experience if they are a veteran.
- B. Applicants selected for apprenticeship shall be employed only with participating (signatory) employers upon becoming registered.
- C. Qualified applicants interviewed and selected for apprenticeship under these Standards who have previously completed another IBEW/NECA apprenticeship will be awarded a minimum of three thousand, five hundred (3,500) hours of OJT credit. Such individuals will be properly evaluated by the JATC and placed in the appropriate year of related training (see Section X).
- D. All selected applicants (including direct entry) must provide the documentation specified to complete their application. Regardless of how one qualifies for apprenticeship, following selection, but prior to registration, ALL individuals being offered an apprenticeship will qualify on:

A drug-screen test. Cost of the test is to be borne by the JATC.

The JATC's Drug Policy is a part of its official Rules and Policies. Applicants shall be notified that such a policy exists and given an opportunity to review it.

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

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

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

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

A. Candidates with previous knowledge and skill acquisition in the electrical construction industry can ask for and have such work and job experience evaluated by the JATC prior to signing an Apprenticeship Agreement. Where such experience warrants, the JATC will place the apprentice in the appropriate period with the commensurate wages as determined by the JATC. Such advanced credit and standing shall be subject to review prior to advancement beyond the probationary period.

The JATC will use consistent and equal ways and means for measuring and evaluating individuals to determine how much credit to award, for both OJT and related training.

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

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

- B. After signing the apprenticeship agreement and being employed the apprentice cannot request an evaluation of past experience.
- C. Advance standing is subject to review throughout the probationary period. During this time, OJT and classroom performance will be evaluated to determine if any readjustment concerning OJT or related training status is warranted, including reevaluation and reassignment of apprenticeship period and level of related instruction, as the JATC determines.
- D. The JATC permits individuals with previous education and training to test out of related courses. It has developed a nondiscriminatory policy adopting uniform written and proficiency-type examinations to be used in determining whether or not to award credit and waive specific course(s), or areas(s) of training.

## SECTION XI - The Apprenticeship Agreement

- A. Before being employed as an apprentice or enrolled in related instruction classes, the selected applicant will sign an Apprenticeship Agreement with the JATC. The Apprenticeship Agreement will immediately be submitted to the Registration Agency for approval. These Standards of Apprenticeship, including the Affirmative Action Plan and Selection Procedures,

shall be considered a part of the Apprenticeship Agreement. (See Appendix C, Apprenticeship Agreement.)

- B. Prior to signing the apprenticeship agreement, each selected applicant shall be given an opportunity to read and review these Standards, the JATC's written Rules and Policies, the apprenticeship agreement and the sections of the CBA that pertains to apprenticeship. Selected applicants shall sign an acknowledgement that they have reviewed the documents and are willing to abide by them (See Appendix D).
- C. The JATC shall have one (1) copy of the apprenticeship agreement properly completed and signed by the apprentice and the JATC. One copy will be submitted online to the Registration Agency. The Registration Agency will provide one (1) approved copy to each of the following: the JATC, the apprentice and the contractor.

## SECTION XII - Probationary Period

The first 500 hours of OJT and satisfactory performance in related classroom training during such time shall constitute the probationary period. During this period the apprenticeship agreement may be canceled by either party without the formality of a hearing. The Registration Agency shall be notified of such cancellations. Furthermore, the Registration Agency shall be notified of any extension of the probationary period (documenting action taken to address the issue(s) involved) in lieu of terminating the apprenticeship agreement.

During the probationary period, the JATC shall make a thorough review of the apprentice's ability and development. Advanced standing for previous training or experience does not reduce the probationary period.

Applicants awarded advanced standing at the time of registration shall have their demonstrated skill, knowledge and overall performance evaluated during the probationary period. Adjustments, to the assigned period of apprenticeship and/or level of related classroom training may be made during the probationary period, following appropriate reviews and evaluation by the JATC. Such reviews and determinations shall be properly documented and applied equally to all apprentices.

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

## SECTION XIII - Related Instruction

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

**FIRST YEAR- 180 CORE HOURS MIN.**

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

**SECOND YEAR- 180 CORE HOURS MIN.**

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

**THIRD YEAR- 138 CORE HOURS MIN.**

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

**FOURTH YEAR- 98 CORE HOURS MIN.**

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

**FIFTH YEAR- 98 CORE HOURS MIN.**

CODE AND PRACTICES -5  
CODE CALCULATIONS 3  
INDUSTRY ORIENTATION 3  
MOTOR CONTROL 2  
MIN. 82 HOURS OF ADVANCED COURSES\*

**ADVANCED COURSES**

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

AC THEORY 3  
DC THEORY 2  
TEST INSTRUMENTS 3  
FIRE ALARM 2  
MOTOR CONTROL 3  
PROGRAMMABLE CONTROLLERS 1  
PROGRAMMABLE CONTROLLERS 2  
PHOTOVOLTAICS 1  
PHOTOVOLTAICS 2  
CCTV 1  
LOCAL AREA NETWORKS  
NURSE CALL SYSTEMS 1  
PAGING SYSTEMS 1  
POWER QUALITY 1  
SECURITY SYSTEMS 1  
SOUND REINFORCEMENT SYSTEMS 1  
STRUCTURED CABLING 1  
TELEPHONY 1

MOTORS 2  
BUILDING AUTOMATION 1  
BUILDING AUTOMATION 2  
INSTRUMENTATION 1  
INSTRUMENTATION 2  
FIBER OPTICS 1  
HAZARDOUS LOCATIONS 1  
HEALTH CARE SYSTEMS 1  
LIGHTING ESSENTIALS  
LIGHTNING PROTECTION  
UNDERSTANDING RF SYSTEMS 1  
OSHA 10  
OSHA 10/30  
DIGITAL ELECTRONICS 1  
DIGITAL ELECTRONICS 2  
SEMICONDUCTORS 1  
SEMICONDUCTORS 2

2) Hybrid Apprenticeship Program – Topics to be studied (completed) as part of the required NJATC curriculum shall include, but not be limited to those listed below. The order of presentation and/or year of presentation may change from time to time:

- a. Tools and Materials
- b. Wiring Methods
- c. Conduit Fabrication
- d. Wiring Devices

- e. National Electrical Code
- f. OSHA Safety
- g. Electrical Safety and PPE
- h. Blueprint Reading
- i. Transformer Applications
- j. Motors & Motor Control
- k. Electrical Grounding
- l. Low Voltage Systems
- m. Test Instruments
- n. Fire Alarm

As part of their related instruction, apprentices will be required to successfully complete written assessments of specific core competencies. In addition to the written assessments, apprentices within the Hybrid training program will also be required to demonstrate competency through hands-on, proficiency-based assessments during the course of their apprenticeship. Apprentices will be eligible for the hands-on, proficiency-based evaluations only after they have successfully completed and documented the minimum number of related OJT hours in the specific competency. See Section XVI, Part II, for Work Experience requirements.

The number of related instruction hours will be commensurate with the hours needed to achieve and demonstrate both written and hands-on proficiency in the identified competencies.

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

- H. The JATC shall inform each graduating apprentice of availability of college credit through the NJATC's College Credit Program with the American Council on Education (ACE), and any Continuing Education Units (CEUs) that may be available.

#### SECTION XIV - Safety and Health Training

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

#### SECTION XV - Hours of Work

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

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

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

SECTION XVI - Work Experience

TRADITIONAL (TIME-BASED) APPRENTICESHIP PROGRAM

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

INSIDE JOURNEYWORKER WIREMAN

(Existing Title: Electrician)

O\*NET-SOC CODE: 47-2111.00

RAPIDS CODE: 0159

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

WORK PROCESS

APPROX. HOURS OJT

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

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

MATERIAL HANDLING AND PRE-FABRICATION 100  
 Material/equipment awareness  
 Fabricating for field installation

SAFETY AWARENESS & OTHER SPECIALIZED AREAS 200

TOTAL MINIMUM HOURS OF OJT 8000

HYBRID APPRENTICESHIP PROGRAM

B. It is the intent that apprentices in the Hybrid Program be afforded the opportunity to gain work experience in all of the work processes listed below. Apprentices will be required to demonstrate mastery of a minimum of eight (8) of the listed core competences identified in Section XIII – Related Instruction. The Program Sponsor will determine which of the core competencies are best suited to the apprentice based upon a number of factors, including but not limited to the individual needs and abilities of the apprentice, the needs of the employer, and the needs of the industry.

The core competencies that each apprentice must master will be integrated into the OJT of the apprentice. Apprentices must complete the minimum number of OJT hours listed below for each core competency before they are eligible to take the appropriate written and hands-on assessment. Each apprentice in the Hybrid Program must complete a minimum of 8,000 hours of OJT to complete their apprenticeship and receive a change in classification to Construction Electrician.

CONSTRUCTION ELECTRICIAN  
 O\*NET-SOC CODE: 47-2111.00  
 RAPIDS CODE: 0159

CORE COMPETENCY		HOURS
Knowledge, Skills, and Abilities (KSAs)		Min
<b>a. Tools and Materials</b>		80
	Knowledge of hand tools (e.g., screwdriver, cable cutter)	
	Knowledge of power-assisted tools (e.g., cordless drill, wire tugger)	
	Knowledge of how to care for tools and equipment	
<b>b. Wiring Methods</b>		80
	Skill at terminating aluminum or copper cable	
	Skill at installing cables and cable assemblies	
	Knowledge of NEC recognized wiring methods	
<b>c. Conduit Fabrication</b>		80
	Knowledge of raceway types	
	Knowledge of how to calculate degrees when bending conduit	
	Knowledge of how to bend conduit	
	Knowledge of threading conduit	
	Knowledge of connecting raceway runs	
	Knowledge of how to install raceways	
	Skill at bending conduit	

	Skill at threading conduit	
	Skill at connecting raceways	
	Skill at installing raceways	
<b>d.</b>	<b>Wiring Devices</b>	200
	Understand and identify the different components of a wiring device	
	Understand and describe the primary means of terminating a wiring device to a branch circuit conductor	
	Understand and describe the NEMA wiring device configuration standards	
	Identify the different means of terminating receptacles to a branch-circuit conductor	
	Describe the means of properly grounding a receptacle	
	Understand the wiring of 3-way and 4-way switches	
<b>e.</b>	<b>National Electrical Code</b>	200
	Knowledge of National Electrical Code (NEC)	
	Knowledge of NEC Code Calculations	
	Knowledge of NEC Grounding Requirements	
	Application of NEC Wiring Method Provisions & Requirements	
	Ability to locate and apply NEC Code requirements	
<b>f.</b>	<b>OSHA Safety</b>	80
	Knowledge of OSHA 1926 Construction Standards	
	Knowledge of OSHA Rights & Responsibilities	
	Ability to determine potential hazards & Risks in construction industry	
	Knowledge or Hazard recognition and abatement techniques	
<b>g.</b>	<b>Electrical Safety and Personal Protective Equipment (PPE)</b>	80
	Knowledge of the dangers of energized circuits	
	Knowledge of NFPA 70E - Electrical Safety in the Workplace	
	Knowledge about the hazards associated with working on & near electrical equipment	
	Ability to utilize electrical safe work practices when necessary	
	Knowledge about engineering & administrative controls to remove electrical hazards	
<b>h.</b>	<b>Blueprint Reading</b>	200
	Knowledge of how to use blueprints/CAD drawings, including symbols and scales used	
	Knowledge of how to use schematic diagrams	
	Knowledge of how to use ladder logic diagrams	
	Knowledge of how to use 3-D sketches (e.g., orthographic and isometric)	
	Knowledge of how to use building specifications	
<b>i.</b>	<b>Transformer Applications</b>	100
	Knowledge of how transformers are constructed	
	Knowledge of transformer connections and configurations	
	Knowledge of transformer ratings	
	Knowledge of proper fusing for transformers	
	Knowledge of proper transformer installation	
<b>j.</b>	<b>Motors &amp; Motor Control</b>	80

	Knowledge of how DC motors operate	
	Knowledge of how AC motors operate	
	Knowledge of magnetic motor controls and circuitry	
	Knowledge of single phase and three phase motor configurations	
	Knowledge of solid state motor controls and circuitry (e.g., variable frequency drives)	
<b>k.</b>	<b>Electrical Grounding</b>	<b>80</b>
	Knowledge of the principles of grounding theory	
	Knowledge of grounding protection systems	
	Knowledge of lightning protection systems	
	Knowledge of how conditions affect grounding (e.g., atmospheric conditions, soil conditions, and building materials)	
	Knowledge of which materials are good conductors and insulators	
<b>l.</b>	<b>Low Voltage Systems</b>	<b>40</b>
	Knowledge of EIA/TIA telecommunication standards	
	Knowledge of local area networks	
	Knowledge of high-speed data transfer systems (e.g., fiber optic, DSL, cable)	
	Knowledge of the properties of telecommunications cable (e.g., coaxial, fiber optic, twisted pair)	
	Skill at terminating low-voltage cable	
<b>m.</b>	<b>Test Instruments</b>	<b>40</b>
	Knowledge of the use of safety labels, procedures, equipment, and standards as they apply to the use of test instruments	
	Identify the different types of multimeters and understand how their features are useful in troubleshooting	
	Identify and demonstrate the different methods and procedures used when troubleshooting	
	Knowledge of the concepts of resistance and continuity and how to safely use an ohmmeter or megohmmeter	
	Identify the causes of common measurement errors and the techniques used to reduce them	
	Knowledge about the precautions required to properly care for test instruments	
<b>n.</b>	<b>Fire Alarm</b>	<b>100</b>
	Knowledge of additional relevant National Fire Protection Association (NFPA) codes	
	Knowledge of initiation, annunciation, and actuation process	
	Knowledge of fire alarm system devices (e.g., smoke detectors, manual pull alarm stations, strobes, horns)	
	Knowledge of device addressing procedures	
	Knowledge of Class A, Class B, and multiplex wiring systems	
	Knowledge of security system devices (e.g., card readers, cameras, motion detectors)	

The JATC Committee will utilize the information provided on the apprentice's monthly work reports to document and certify that the apprentice has completed the necessary OJT hours necessary to qualify for the appropriate core competency evaluation or assessment.

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

#### SECTION XVII - Number of Apprentices: The Ratio

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

#### SECTION XVIII - Temporary Training Opportunities

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

#### SECTION XIX - Advancement of Apprentices

- A. Every four months during the first year of apprenticeship, and yearly thereafter, the JATC shall examine the progress of the apprentice on the job and in related instruction. A performance evaluation form similar to that provided in Appendix F of these Standards shall be used. The JATC will also receive a monthly OJT training report from the employer showing the experience and training in the various work processes acquired by the apprentice and evaluating the apprentice. See Appendix E for sample form.

- B. The JATC shall evaluate the apprentice's overall performance and accomplishments at the end of each period. Action must be taken on each apprentice to approve advancement, extend present rating for a specified probationary period, or cancel the apprenticeship agreement, with due notice to the apprentice and a reasonable opportunity for corrective action. Proper documentation shall be maintained of all action taken by the JATC.

#### SECTION XX - Local JATC Rules and Policies

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

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

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

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

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

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

If applicants or apprentices believe an issue exists that adversely affects their participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or

Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

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

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

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

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

## SECTION XXII - Certification of Completion

- A. **Traditional (Time-Based) Program** - Upon satisfactory completion of the NJATC's Five-Year course of study, accumulation of a minimum of 8,000 hours of OJT, and acquisition of the appropriate jurisdictional Journeyworker Electrical License, the JATC will certify to the sponsoring parties, to the NJATC and to the Registration Agency that the apprentice has satisfied the requirements of his or her apprenticeship agreement.

- B. Hybrid Apprenticeship Program** - Upon satisfactory completion of the Related Instruction written assessments and successful demonstration of the hands-on and proficiency requirements for a minimum of eight (8) core competencies, an accumulation of a minimum of 8,000 hours of OJT, and acquisition of the appropriate jurisdictional Journeyworker Electrical License as required above, the JATC will certify to the sponsoring parties, to the NJATC and to the Registration Agency that the apprentice has satisfied the requirements of his or her apprenticeship agreement in order to be re-classified as a Construction Electrician.
- C. The JATC will present each graduating apprentice with a Certificate of Completion issued by the NJATC (see Appendix I and J). The JATC shall request a Completion Certificate from the NJATC for every individual completing the apprenticeship program. Each Certificate shall be approved and signed by the officers of the JATC. The JATC shall likewise submit a signed request for a Certificate of Completion of Apprenticeship to the Registration Agency.
- D. The JATC will notify the IBEW Local Union of the date of each satisfactory completion, allowing the Local Union to reclassify the individual as per IBEW By-Laws, Rules and Policies. The JATC will likewise notify the graduating apprentice's current employer and the NECA Chapter.

### SECTION XXIII - Program Registration

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

### SECTION XXIV - Modification of these Standards

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

### SECTION XXV - Program Deregistration

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

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

### SECTION XXVI - Maintenance of Records

The JATC shall maintain for a period of five (5) years all records relating to: apprentice applications (regardless of outcome), the employment and training of apprentices and information relevant to the operation of the program. This includes, but is not limited to records on the recruitment, application and selection of apprentices, periodic advancements, disciplinary action,

layoffs, terminations, rates of pay, hours of OJT and related instruction, evaluations and other pertinent data. This DOES NOT include JATC Trust Fund records, which shall be maintained indefinitely.

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

#### SECTION XXVII – Collective Bargaining Agreement

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

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

JOINTLY ADOPTED BY JATC ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF JATC CHAIRMAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF JATC SECRETARY

\_\_\_\_\_  
DATE

REGISTERED WITH AND APPROVED BY THE NJATC:



\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
March 20, 2012  
DATE

REGISTERED WITH AND APPROVED BY:

\_\_\_\_\_  
REGISTRATION AGENCY

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
REGISTRATION AGENCY REPRESENTATIVE

TITLE: \_\_\_\_\_

# APPENDIX A

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

Date

Dear (JATC Member/Trustee Appointee):

Please allow this communication to serve as official notification that you have been appointed as a Trustee/Committee Member to the \_\_\_\_\_  
Joint Apprenticeship and Training Committee (JATC). Your term of appointment shall begin on \_\_\_\_\_ and expire on December 31, \_\_\_\_\_. At the end of your term, you may be reappointed to the committee. All such reappointments shall be in writing as well.

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

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

Sincerely,

— PLEASE SIGN AND DATE BELOW —

---

---

ACCEPTANCE OF APPOINTMENT

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

---

APPOINTEE'S SIGNATURE

---

DATE

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# **APPENDIX B**

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# SC MN JATC APPRENTICE WORK ASSIGNMENT INFORMATION

3/13/2012 11:43 AM

SS#:

Indenture #:

Indenture Date:

Total Hours:

Period:

Phone Nbr:

Cell/Pager Nbr:

**Former Employer:**

**Termination Date:**

New Employer:

Start Date:

**Report to: Job \_\_\_\_\_ Shop \_\_\_\_\_**

**Location:**

Apprentice Wages: Inside Agreement - effective 7/27/10

NEBF 3% LMCC/NLMCC \$.05/hr JATC \$.36/hr JW TRNG \$.12/hr H/W \$6.23/hr

AMF \$.10/hr NECA Svc Chrg 1%

Period: indentured PRIOR to 6/1/05

1	\$14.14	V/H 7.5%	Annunity-No
2	\$14.92	V/H 7.5%	Annunity-No
3	\$15.54	V/H 8.5%	Annunity \$4.30/hr
4	\$17.09	V/H 8.5%	Annunity \$4.30/hr
5	\$20.20	V/H 12%	Annunity \$4.30/hr
6	\$23.31	V/H 12%	Annunity \$4.30/hr

Period: indentured AFTER 6/1/05

1	\$14.11	V/H 5%	Annunity-No
2	\$14.89	V/H 5%	Annunity-No
3	\$15.54	V/H 7%	Annunity \$2.30/hr
4	\$17.09	V/H 7%	Annunity \$2.30/hr
5	\$20.20	V/H 10%	Annunity \$2.30/hr
6	\$23.31	V/H 12%	Annunity \$2.30/hr

**Note: >Per the JATC 60 mile policy - one pay period increase**

**>JATC directed transfer**

**>Per the JATC trade school credit policy - 2000 hrs**

**>Per the PE/Organizing credit policy**

**>Short call - 14 calendar days**

**>Status change - short call to long call**

**>Unindentured - 1st period wage, NEBF, H/W only**

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# APPENDIX C

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**TO BE COMPLETED BY THE APPRENTICE**

Date of Birth \_\_\_\_\_  
 \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

Check appropriate box  
 Male  Female

Social Security No. \_\_\_\_\_

VA Claim No. \_\_\_\_\_

Veteran with 181 days or more of active duty

Race/Ethnic Group (Check One)

Caucasian  
 Black  
 Asian  
 Am Indian/  
 Alaskan Native  
 Hispanic  
 Ethnic Group if none of above

State of Minnesota  
 Department of Labor and Industry  
 Division of Voluntary Apprenticeship  
 St. Paul, Minnesota



\_\_\_\_\_  
 Agreement No.

\_\_\_\_\_  
 Date Approved

\_\_\_\_\_  
 Director of Apprenticeship

**APPRENTICESHIP AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between:

\_\_\_\_\_  
(Employer; Joint Apprenticeship Committee (JAC); Assn. of Employers; or Organization of Employees)

and: \_\_\_\_\_, hereinafter referred to as the Apprentice.  
(Name of Apprentice)

WITNESSETH, that the Employer, the Apprentice, and his or her Parent or Guardian (if the apprentice is a minor) desire to enter into an agreement of apprenticeship for the trade or craft of \_\_\_\_\_. That the apprenticeship begins \_\_\_\_\_, to continue for \_\_\_\_\_ hours less accreditation of \_\_\_\_\_ hours with \_\_\_\_\_ remaining to be completed.  
(Date)

Hours work per week \_\_\_\_\_ Hours related training attendance per year \_\_\_\_\_  
(Must be not less than 144 hours)

Required school time compensated? yes \_\_\_\_\_ no \_\_\_\_\_

That the minimum graduated scale of wages to be paid the apprentice is: (In percentages of journeyworker wage and rate per hour)

_____ months - hours _____ % \$ _____	_____ months - hours _____ % \$ _____
_____ months - hours _____ % \$ _____	_____ months - hours _____ % \$ _____
_____ months - hours _____ % \$ _____	_____ months - hours _____ % \$ _____
_____ months - hours _____ % \$ _____	_____ months - hours _____ % \$ _____
_____ months - hours _____ % \$ _____	_____ months - hours _____ % \$ _____
_____ months - hours _____ % \$ _____	_____ months - hours _____ % \$ _____

Journeyworker wage rate on \_\_\_\_\_ was \_\_\_\_\_.  
(Date)

That this agreement is subject to the approval of the State Director of Apprenticeship and is binding on the signing parties including the provisions as stated on the reverse side. The terms and conditions of the (Name of standards)

\_\_\_\_\_ are hereby made a part of this Agreement.

\_\_\_\_\_  
Apprentice's Signature

\_\_\_\_\_  
Employer; JAC; Assn. of Employers or Organization of Employees

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Street Address City, State & Zip Code

\_\_\_\_\_  
Telephone Number (including area code)

Under auspices of \_\_\_\_\_

Officer \_\_\_\_\_

\_\_\_\_\_  
Place of employment if a JAC program

\_\_\_\_\_  
Street Address City, State & Zip Code

The Employer, the Apprentice, and his or her Parent (or Guardian), in conformity to the terms and conditions provided herein, mutually agree as follows:

That the Employer agrees to employ (or cause to be employed) the Apprentice for the purpose of enabling said Apprentice to learn the stated trade or craft under applicable standards and according to the attached schedule.

That the Apprentice agrees to perform diligently and faithfully the work of the stated trade or craft, complying with the training program as scheduled and authorizes any institution where related training is received to release records of related training to the Director of Apprenticeship, the State Department of Education, the joint apprenticeship committee or its authorized representative, and/or the employer, understanding that the supervision and certification of apprenticeship programs, under applicable law, necessitates periodic review of related training records.

That the Parent (or Guardian) agrees that the Apprentice will duly perform all obligations contained herein.

That when the journeyworker wage rate paid to employed journeyworkers in the stated trade exceeds the journeyworker wage rate shown in this agreement, the higher journeyworker wage rate shall apply to this agreement and the apprentice graduated scale shall be adjusted to and increased proportionally to any increase in the journeyworker wage rate paid in the stated trade.

That should the Employer be unable to fulfill their obligations under this agreement, they may, with the approval of the Director, transfer such contract to another employer, provided the Apprentice consents and such other employer agrees to assume the obligations of this agreement.

That there shall be a period of probation of not more than 500 hours of employment extending over not more than four months, during which time this agreement shall be terminated by the Director upon request in writing of either party, and that after such probationary period this agreement may be terminated by the Director upon mutual agreement of the parties or canceled by the Director for good and sufficient reason.

That this agreement is subject to the approval of the State Director of Apprenticeship, acting for the Department of Labor and Industry, that the Director may cancel it upon application of either party, after a satisfactory showing of good cause, or on the Director's own initiative after investigation shows just cause for such action.

That any controversy or disagreement between the parties in relation to this agreement shall be, in the first instance, referred to the local joint apprenticeship committee which has approved it and whose decision shall be final and conclusive unless an appeal is made to the State Director of Apprenticeship as provided in the Minnesota Voluntary Apprenticeship Law.

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#### PLEASE NOTE

Should the Apprentice be a veteran eligible for benefits, the Department of Labor and Industry will file a certified copy of this agreement with the Veterans Administration.

When an agent (JAC; Association of Employers; or Organization of Employees) acts for the employer, please submit the name of the firm where the apprentice begins the apprenticeship program.

If training under this agreement is interrupted or terminated by either party, advise the Division of Apprenticeship, Department of Labor and Industry.

When the apprentice successfully completes his or her training, recommendation for issuance of the Certificate of Completion of Apprenticeship should be forwarded to the Director of Apprenticeship. For those trades for which a state license is issued by a state licensing authority, issuance of the Certificate of Completion of Apprenticeship is conditioned on the apprentice having secured the appropriate license.

# **APPENDIX D**

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(TO BE REPRODUCED ON JATC LETTERHEAD)

## Apprenticeship Information Acknowledgment

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

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

### APPRENTICE: PLEASE SIGN AND DATE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

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

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# APPENDIX E

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# APPENDIX F

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**SOUTH CENTRAL MN ELECTRICAL JATC EVALUATION**  
**5100 Gamble Drive, Suite 365**  
**Minneapolis, MN 55416**

Apprentice Name	Period	Date	Employer	Journeyman

**ATTENDANCE** faithful in coming to work daily and conforming to work hours

0 1	2 3	4 5 6 7	8 9	10
Often absent without good excuse and/or frequently reports for work late	Lax in attendance and/or reporting for work on time	Usually present and on time; may be late on occasion	Rarely late or absent; regular in attendance	Always regular and prompt; volunteers for overtime when needed

**DEPENDABILITY** the ability to do required jobs well with a minimum of supervision

0 1	2 3	4 5 6 7	8 9	10
Loafs on the job; slow to get started; requires close supervision	Sometimes requires prompting	Usually takes care of necessary tasks and completes with reasonable promptness	Requires little supervision; is reliable; always willing to help	Completely trustworthy and reliable; requires minimal supervision

**ATTITUDE** the polite attention an individual gives other people

0 1	2 3	4 5 6 7	8 9	10
Blunt; discourteous; gripes about work assignments; disturbs others	Sometimes tackless; wastes time; gets moody; indifferent to work	Agreeable and pleasant; usually applies self well; usually interested in job	Polite and willing to help; accepts all work assignments; works hard to improve	Always courteous and pleasant; high interest in job; good person to work with

**INITIATIVE** the ability to grasp instructions, meet changing conditions and solve novel or problem situations

0 1	2 3	4 5 6 7	8 9	10
Slow to "catch on"; no ambition; does very little by self	Requires more than average instructions and explanations; needs prodding	Grasps instructions; does routine tasks without prompting; goes ahead reasonable well	Self starter; works out most problems; usually quick to understand and learn	Looks for work to do; invites responsibility; hard worker; keen and alert

**INTEREST** the desire to attain goals, to achieve

0 1	2 3	4 5 6 7	8 9	10
Could care less; no interest; dislikes job; indifferent; puts forth practically no effort	Apprenticeship is just a job; little desire; does not attempt to learn much	Learns normally; shows normal interest; usually puts forth effort	Strives hard; does a good job; desires to get ahead; looks for something new to learn	Interest improves all the time; always digging in; high interest; learns all they can

**COOPERATION AND CONDUCT** the ability to work with others, to withstand pressure and remain calm in crisis situations

0 1	2 3	4 5 6 7	8 9	10
Uncooperative; temperamental; causes friction; is jumpy and nervous	Cannot get along with some people; occasionally "blows up" under pressure; is easily irritated	Usually cooperative; liked by most on the job; average tolerance for crises; usually remains calm	Tolerates most pressure; good disposition; others like to work with; very cooperative	Thrives under pressure; enjoys solving crises; goes out of way to help others; well liked

**SAFETY AND SAFE PRACTICES** the manner in which the apprentice follows the company's safety policy

0 1	2 3	4 5 6 7	8 9	10
A hazard to self and others; seldom uses correct tool/equip; has to be warned about safe practices	Careless; takes unnecessary chances; often fails to use common sense	Observes most safety rules; usually does the job in a safe manner	Observes all safety rules; wears correct safety apparel; uses correct tools	Always places safety first on job; takes no chances; thinks of others

**ADAPTABILITY/CREATIVITY** the ability to learn, talent for having new ideas, finding new and better ways of doing things

0 1	2 3	4 5 6 7	8 9	10
Confused; needs repeated instructions on each job; very slow learner; unimaginative	Learns slowly; frequently misunderstands; occasionally comes up with new ideas	Progressing at a normal rate; usually has good judgement and reasoning; average imagination	Learns quickly; uses good judgment; applies past experience; very imaginative	Good memory; very alert; grasps new ideas; extremely imaginative

**QUALITY AND ACCURACY OF WORK** the correctness of work duties performed

0 1	2 3	4 5 6 7	8 9	10
Makes frequent errors; work must be continually checked; does not think things out	Careless; makes recurrent errors; tries to "get by"; jobs have to be re-worked	Usually accurate; makes only average number of mistakes; produces good work most of the time	Requires little supervision; is exact and precise most of the time; uses good judgment	Takes pride in work; very accurate; does an excellent job

**QUANTITY OF WORK** the amount of work an individual does in a work day

0 1	2 3	4 5 6 7	8 9	10
Plans work poorly; slow; produces very little	Does less than is expected; tries to just "get by"	Usually does work in reasonable length of time; does fair share; keeps busy	Makes use of any idle time; plans work well	Highly productive; fast and accurate; finds other jobs to do; hard worker

**HANDLING OF TOOLS AND EQUIPMENT**

0 1	2 3	4 5 6 7	8 9	10
Always careless & rough, Doesn't know how to operate most tools & equip.	Must be reminded to be more careful, Will not ask how to operate tools correctly	Usually careful, Knows how to operate most tools correctly, Usually asks questions	Knows how to use & care for, Knows necessary requirements, Good knowledge	Careful, Responsible & reliable with operation & handling of all tools & equip.

**KNOWLEDGE AND USE OF MATERIAL** the information concerning work duties which an individual should know for a satisfactory job performance

0 1	2 3	4 5 6 7	8 9	10
Poorly informed about work duties; poor planning; wastes material; doesn't know the simplest material	Lacks knowledge of some phases of work; doesn't plan far enough ahead; little knowledge of material and how it works	Fair knowledge; plans ahead; can answer most common questions; improving; will ask; catches on quickly	Understands all work phases; good general knowledge; does well; plans ahead; saves time and material	Complete mastery of all phases of job; excellent knowledge and use of material; little waste; plans well

**OVERALL EVALUATION** in comparison with other apprentices in the same level of the program on this job

0 1	2 3	4 5 6 7	8 9	10
Definitely unsatisfactory; doesn't belong in the industry <b>WOULD NOT HIRE</b>	Substandard but making progress; may consider for rehire <b>MIGHT NOT HIRE</b>	Doing an average job <b>WOULD HIRE</b>	Definitely above average <b>HIRE IMMEDIATELY</b>	Outstanding; wouldn't let go <b>MUST KEEP</b>

What type of work has this apprentice been doing? \_\_\_\_\_

What are this apprentice's major weaknesses? \_\_\_\_\_

What are this apprentice's major strengths? \_\_\_\_\_

What type of training does this apprentice need? \_\_\_\_\_

What type of recommendation would you give this apprentice to another contractor or journeyman? \_\_\_\_\_

Apprentice Wireman's Signature: \_\_\_\_\_

Journeyman Wireman's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Job site/Location: \_\_\_\_\_

# **APPENDIX G**

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# NOTICE

## OF

### RIGHT TO REGISTER COMPLAINTS

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

#### Office of Apprenticeship:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

#### Federal EEOC:

\_\_\_\_\_  
U.S. EEOC  
NAME

\_\_\_\_\_  
330 2<sup>nd</sup> Avenue South, Suite 720  
ADDRESS

\_\_\_\_\_  
Minneapolis MN 55401  
CITY STATE ZIP

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

#### State Apprenticeship Agency: *(if applicable)*

\_\_\_\_\_  
Minnesota Dept. of Labor and Industry Apprenticeship Unit  
NAME

\_\_\_\_\_  
443 Lafayette Road N.  
ADDRESS

\_\_\_\_\_  
St. Paul MN 55155  
CITY STATE ZIP

#### State EEOC:

\_\_\_\_\_  
Minnesota Department of Human Rights  
NAME

\_\_\_\_\_  
Freeman Building, 325 Robert Street North  
ADDRESS

\_\_\_\_\_  
St. Paul MN 55155  
CITY STATE ZIP

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

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# APPENDIX H

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## CONFIDENTIALITY AGREEMENT

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

### RECITALS

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

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

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

Confidential Information other than as required by law.

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

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

19.

**JATC**

**[NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **APPENDIX I**

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The Trustees  
of

# The National Joint Apprenticeship and Training Committee

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

upon the Recommendation of the

**Baltimore Electrical**

JOINT APPRENTICESHIP AND TRAINING COMMITTEE

do hereby present this diploma to

**James I. Smith**

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

**Journeyman Wireman**

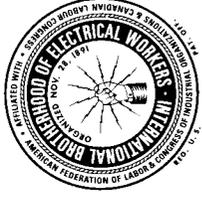
*which is herewith conferred as acknowledged by the signatures of the Trustees on this twenty-fifth day of March in the year 2011*

*Erwin DeHoe*  
President, IBEW

*John M. Ryan*  
Executive Vice President & CEO, NECA

*J. A. TC Chairman*

*J. A. TC Secretary*



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# **APPENDIX J**

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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*

**LU 26 IBEW Electrical**

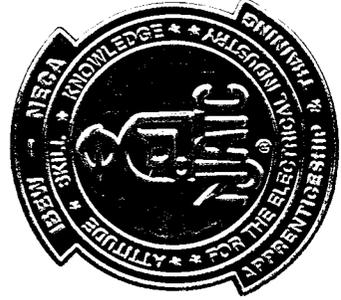
*do hereby present this diploma to*

**John Doe**

*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 Construction Electrician**

*which is herewith conferred as acknowledged by the signatures of the Trustees*  
on this twenty-eighth day of February in the year 2011

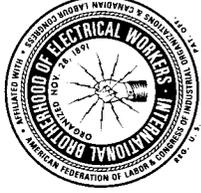


*Erwin D. [Signature]*  
President, IBEW®

*John M. [Signature]*  
Executive Vice President & CEO, NECA

*J.M.T.C. Chairman*

*J.M.T.C. Secretary*



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JOINTLY ADOPTED BY JATC ON THIS 2ND DAY OF February, 2012.

  
Dick Jenniges, SIGNATURE OF JATC CHAIRMAN

2/2/2012  
DATE

  
Nathan Barbknecht, SIGNATURE OF JATC SECRETARY

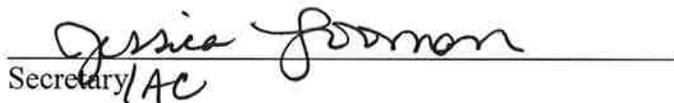
2/2/2012  
DATE

REGISTERED WITH AND APPROVED BY THE NJATC:



March 20, 2012

APPROVED: MINNESOTA APPRENTICESHIP ADVISORY COUNCIL

  
Secretary/AC

6/11/12  
Approval Date

FEBRUARY 2, 2012  
Effective Date