

APPRENTICESHIP POLICIES AND PROCEDURES

Adopted October 15, 2001

Revised October 9, 2023

Formulated by

**THE ALAMEDA COUNTY JOINT APPRENTICESHIP
AND TRAINING COMMITTEE
For the
ELECTRICAL (INSIDE WIREMEN) TRADE**

Representing

**THE NORTHERN CALIFORNIA CHAPTER,
ALAMEDA COUNTY DIVISION
of the
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
Pleasanton, CA**

And the

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 595
DUBLIN, CALIFORNIA**

Registered with

**THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS**

**THE ALAMEDA COUNTY JOINT APPRENTICESHIP
& TRAINING COMMITTEE FOR THE ELECTRICAL
(INSIDE WIREMAN) TRADE
14600 CATALINA STREET
SAN LEANDRO, CA 94577
(510) 351-5282**

Table of Contents

INTRODUCTION 1

DEFINITIONS..... 2

CHAPTER 1 4

GENERAL REQUIREMENTS 4

 Article 100. Purpose and Policy..... 4

Article 100-2. Equal Opportunities and Policy Against Harassment..... 5

 Article 100-3. Americans With Disabilities Act (ADA)..... 8

CHAPTER 2 9

FUNCTIONS OF LABOR AND MANAGEMENT 9

 Article 200. Employer and Union Duties and Responsibilities 9

 Article 210. Employment Requests/Termination 10

 Article 215. Controversies 10

 Article 220. Changes in Collective Bargaining Agreement..... 10

 Article 230. Graduation/Completion Certificates 11

CHAPTER 3 12

APPRENTICESHIP DUTIES AND RESPONSIBILITIES..... 12

 Article 300. General Requirements..... 12

 Article 300-2. Change of Address 12

 Article 300-4. Drug & Alcohol Policy..... 12

 Article 300-5. Request to Appear 13

 Article 300-6. Scholarship Loan Agreement 14

 Article 320. Basic Tools and Clothing Required. 15

CHAPTER 4 18

ATTENDANCE REQUIREMENTS..... 18

RELATED EDUCATION..... 18

 Article 400. Attendance and Punctuality Requirements 18

 400-2 Class Absences: 18

 Evening Classes 18

 Article 410. Vacations 19

 Article 430. Related Educational Materials 20

CHAPTER 5 21

ATTENDANCE AND PUNCTUALITY REQUIREMENTS..... 21

FOR ON-THE-JOB WORK TRAINING PROGRAM..... 21

 Article 500. Hours of Work and Working Conditions..... 21

 Article 510. Work Training..... 22

 Article 520. Required Major Work Process Hours 22

 Article 530. Rating Reports 22

 Article 540. Minimum Required Advancement Hours..... 23

 Article 540-4 First Aid/CPR/ OSHA-10..... 23

CHAPTER 6 24

SCHOLASTIC REQUIREMENTS..... 24

Apprenticeship Policies and Procedures

Article 600. Minimum Hours.....	24
Article 610. Uniform Grading Schedule	24
Article 620. Scheduled Wage Increases.....	25
CHAPTER 7	26
<i>RECORDS</i>	26
Article 700. Apprentice Responsibility to Keep Records	26
Article 710. Procedure for Reporting the Monthly Work Progress	26
Article 720. Records Required by the Employer	27
CHAPTER 8	28
<i>SCHEDULE OF WAGES</i>	28
Article 800. Apprentice Wage Scale.....	28
Article 810. Apprentices Retained.	28
Article 830. Dispatch and Rotation of Apprentices	29
Article 840. Ratio of Apprentices to Journey persons	30
Article 850. Procedure for Granting Credit for Previous Experience	
EXHIBIT A - Apprentice Address Form	31
EXHIBIT B - Request to Appear Before the JATC Committee	32
EXHIBIT C - Vacation Request Exception.....	33
EXHIBIT D – Leave of Absence Request.....	34
EXHIBIT E – Rating Report.....	35
EXHIBIT F - Apprentice Scholarship Loan Agreement	36
EXHIBIT G - Apprentice Promissory Demand Note.....	41
EXHIBIT H - Monthly Progress Report (White Book)	42
EXHIBIT I - Policies & Procedures Additions & Revisions	44
EXHIBIT J - Acknowledgment of Receipt of Policies & Procedures	
Changes.....	45
EXHIBIT K – Notice of right to Register Complaints.....	46

INTRODUCTION

The Alameda County Joint Apprenticeship and Training Committee (AJATC) is responsible for running the Electrical Apprenticeship Program. The AJATC is composed of members representing the National Electrical Contractors Association (NECA), and the International Brotherhood of Electrical Workers (IBEW). There is also a consultant from the State Division of Apprenticeship Standards (DAS) [415] 703-1467, and one advisor each from the IBEW and NECA.

The AJATC is operating under authority established in the Collective Bargaining Agreement between the IBEW and NECA and is charged with making local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the qualifications, selection, education and training of all apprentices. The AJATC shall be responsible for training by the parties to this Agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate State or Federal Apprenticeship Registration Agency.

The Joint Apprenticeship Committee meets once a month at the AJATC Training Center to exercise its responsibility to supervise the implementation of the Standards of Apprenticeship and to take any action necessary to protect the integrity of the apprenticeship program.

Apprentices are required to contact the Training Director when they encounter any problems or have any questions regarding the terms of their apprenticeship or related instruction during business hours, 9 AM - Noon and 1 PM - 5 PM, Monday through Friday. Requests to appear before the Committee must be made in writing to the Chairman of the AJATC, 14600 Catalina Street, San Leandro, CA 94577.

DEFINITIONS

Apprentice

An apprentice is one who has been accepted by the AJATC into the apprenticeship program and who has signed and entered into a written Apprenticeship Agreement (indentureship).

Bracket

A bracket of apprenticeship is a period of time (approximately 6 months) consisting of the successful completion of required related education classes (a school bracket) and the minimum required hours of on-the-job training (a work bracket) as determined by the AJATC.

Commercial

A facility that does not manufacture or process goods. A retail or wholesale outlet, like a store.

D.A.S.

State of California Department of Industrial Relations Division of Apprenticeship Standards. The State Agency that monitors the AJATC.

D.O.L.

The Department of Labor. The Federal Agency that monitors the AJATC.

Indentured Date

The first day an apprentice is employed in an on-the-job training program.

Industrial

A facility that manufactures equipment or processes a product from raw materials, like a factory.

AJATC

Alameda County Joint Apprenticeship and Training Committee for Wiremen. (May also be herein referred to as "JATC".)

Major Work Process

Any work which apprentices are assigned to perform during their on-the-job training.

Multi-Family or Multiple Unit

A dwelling occupancy used as a home, hotel, or residence for three or more families, such as an apartment building.

Office Hours

9:00 AM - 12:00 PM and 1:00 PM - 5:00 PM, Monday through Friday.

On-the-Job Training (OJT)

Working with the tools at paid employment during scheduled working hours. This is the time to develop the manipulative skills of the Electrical Trade.

Periodic Skill Exams

A hands-on exam required of each apprentice, taken during each related education semester, requiring a passing grade of 70%, to be administered by a designated AJATC appointee.

Probationary Period

The first 2000 hours of OJT and satisfactory performance in related classroom training during such time shall constitute the probationary period. The probationary period shall not exceed one year.

Premium Wages

A wage scale greater than the minimum wage scale established in the current collective bargaining agreement. Overtime wage rate is not considered a premium wage rate.

Related Educational Instruction

Educational classes scheduled by the AJATC including, but not limited to evening classes, field trips, special courses, first aid training, and safety training. Time spent by apprentices in class is not compensable working time.

Residential

A dwelling occupancy for one or two families, like a house.

Rotation

The procedure for transferring apprentices from one employer to another usually 6 to 12 months from the date of the Apprentice's last dispatch.

Scholarship Loan Agreement

A detailed loan agreement and accompanying promissory note representing the annual cost of the apprenticeship's related educational training requiring an annually signed promissory note by the apprentice to the Committee.

Severe Disciplinary Action

Suspension from employment up to a period of sixty (60) days and/or a request for the termination of the Apprentices' Indenture Agreement.

Tardiness (Late)

Tardiness is defined as arriving up to 30 minutes after the official class start time.

Work Progress Card

A detailed report of on-the-job training hours and work processes that the apprentice must fill out and submit every month.

CHAPTER 1

GENERAL REQUIREMENTS

Article 100. Purpose and Policy.

100-1 The AJATC declares it to be its purpose and policy to establish an organized, planned system of apprenticeship conducted as a joint labor and management industry undertaking. These Policies and Procedures have, therefore, been adopted and agreed upon under the latest edition of the Shelley-Maloney Apprentice Labor Standards Act to govern the employment and training of electrical apprentices in Alameda County, State of California.

Therefore:

- a. The AJATC is authorized to administer and enforce these Apprenticeship Policies and Procedures and to make any changes when necessary. It may make use of any person or persons in such administration and enforcement or in the execution of its duties, responsibilities, and functions.
- b. The AJATC is authorized to adopt such policies and procedures as are necessary for the purpose of an effective training program provided, however, that such rules and regulations do not conflict with the Apprenticeship Standards registered with the D.A.S.
- c. The AJATC is authorized to review the progress of each apprentice prior to each of their wage advancement brackets and determine whether or not the apprentice is making satisfactory progress on the job, in related instruction, and is entitled to advance to their next wage bracket.
- d. The AJATC is authorized to enforce these Policies and Procedures, including the power to take severe disciplinary action against apprentices for the Apprentice's failure to fulfill their obligations on the job or in related instruction, or for any other violation of these Policies and Procedures.
- e. The AJATC is authorized to investigate the training facilities and educational materials provided to apprentices and take appropriate action with the school or college district to maintain an adequate training program.
- f. The AJATC is authorized to recommend suitable candidates for journey level and apprentice instructor positions whose qualifications the AJATC has investigated prior to recommending instructor candidates to the school or college districts as potential instructors.
- g. The AJATC is authorized to terminate Apprentice Indenture Agreements during the probationary period at the request in writing of either the AJATC or the apprentice. After the probationary period, Apprentice Agreements may be terminated by mutual agreement of all parties, or canceled for a valid and sufficient reason.

- h. The AJATC is authorized to see there is provided, insofar as possible, continuous employment to all apprentices, and all-around diversified training as is available, in all the job processes of the craft, and to that end to rotate transfer and assign apprentices from one employer to another.
- i. The AJATC is authorized to indenture each apprentice on an approved State of California Apprenticeship Agreement (Form DAS-1), approved by the D.A.S. Apprenticeship Consultant.
- j. The AJATC is authorized to approve qualified employers on State of California Approved Employer Form DAS-7.
- k. The AJATC is authorized to take all other actions, consistent with applicable State and Federal law, necessary to carry out its purpose and policy.

Article 100-2. Equal Opportunities and Policy Against Harassment

A. Equal Apprentice Opportunities.

The Alameda County JATC (“AJATC”) is dedicated to providing equal opportunities for all qualified apprentices, whether at school or at their place of employment, that are free from discrimination based on race, color, ancestry, religion, national origin, age (over 40), sex/gender (including gender identity, gender expression, pregnancy, childbirth and related medical conditions), sexual orientation, marital status, registered domestic partnership status, veteran status, medical condition, physical or mental disability, reproductive health decision-making, or any other classification protected by applicable law. Decisions also will not be influenced by a perception you fall within any of these categories or your association with a person falling within any of these categories.

This policy applies to every aspect of the apprenticeship program and the AJATC is dedicated to provide school and work conditions that are conducive to the performance of duties in an atmosphere free from discrimination, intimidation or coercion in any form. Appropriate disciplinary action, as described in the Unlawful Harassment policy, below, may be taken against any student, employee or employer receiving apprentices from AJATC that violates this policy.

Prohibition Against Unlawful Harassment.

The AJATC hereby acknowledges that unlawful harassment of any apprentice undermines the integrity of that apprentice's employment and student status. The AJATC is therefore committed to providing work and school environments for apprentices that that are free of unlawful harassment. In keeping with this objective, the AJATC maintains a strict policy prohibiting unlawful harassment, including harassment based on any of the protected categories listed in Sec. 100-2(A). All such harassment is unlawful. Harassment will not be tolerated by the AJATC and will subject the person who commits it to severe disciplinary action, as detailed below.

Disciplinary Action: This policy specifically prohibits all forms of unlawful harassment of apprentices regardless of whether the harassment is committed by fellow apprentices, instructors,

employees of the AJATC, co-workers, or supervisory or non-supervisory personnel of any employer. Any apprentice found to have engaged in unlawful harassment will be subject to severe disciplinary action up to and including cancellation of his/her apprenticeship agreement. Any instructor or employee of the AJATC found to have violated this policy or engaged in unlawful harassment shall be subject to disciplinary action up to and including termination. Any employer, whose supervisory or non supervisory employees are found to have violated this policy or engaged in unlawful harassment, may be subject to appropriate action by the AJATC including the refusal to refer apprentices to that employer.

Prohibited Conduct: Prohibited behaviors include, but are not limited to, the following:

Verbal conduct; e.g., suggestive, insulting or derogatory comments, epithets, innuendoes, sounds, jokes, teasing or slurs based on any of the above categories, and sexual propositions or threats.

Physical conduct; e.g., assault, impeding or blocking movement, or any unwanted physical contact or interference with normal work or movement, including touching, pinching, brushing the body, impeding or blocking movement, contact or assault when directed at an individual because of any of the above categories.

Visual conduct; e.g., derogatory posters, cartoons, suggestive objects, pictures, letters or drawings; also such actions as leering, whistling or obscene gestures based on any of the above categories.

Unwanted sexual advances; threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment or some other contract benefits in return for sexual favors.

Retaliation for having reported or threatened to report harassment.

Definition of Sexual Harassment: Sexual harassment is any unwarranted sexual advances, or visual, verbal or physical conduct of a sexual nature, which: (1) has been made either explicitly or implicitly a term or condition of an individual's employment or apprenticeship (or other contract relationship), (2) is used as a basis for employment or apprenticeship (or other contract) decisions, or (3) substantially interferes with an individual's work or apprenticeship (or contract) performance or creates an intimidating, hostile, or offensive working environment. Sexual harassment may be committed by either a person of the opposite sex or a person of the same sex. The following are examples of sexual harassment:

Making or using derogatory comments, slurs or jokes based on sex.

Making sexual gestures, leering, displaying sexually suggestive objects or pictures, photographs, cartoons, literature or posters.

Verbal abuse of a sexual nature, including comments about an individual's body, sexually degrading words to describe a person, suggestive or obscene letters, notes or invitations.

Physical touching, assault, or impeding or blocking movements.

Written or verbal sexual advances or propositions.

Offering any benefit in exchange for sexual favors or making or threatening any reprisal after a negative response to sexual advances.

In addition, conduct based on any of the categories listed above, or any other characteristic protected by law, is not appropriate for AJATC or the workplace and is prohibited, regardless of whether an individual makes a claim of harassment.

Prohibited Retaliation: This policy also prohibits retaliation against any person who reports unlawful harassment or discrimination and/or assists in investigating such complaints, regardless of whether the complaint has any merit, so long as the complaint is made in good faith. Such retaliation may result in the type of disciplinary action described above. In addition, state law specifically prohibits such retaliation.

Reporting Complaints: Any apprentice who believes that he/she has been subjected to any form of unlawful discrimination or harassment should report the incident(s) immediately to his/her instructor, the coordinator or the Training Director. Apprentices must report unlawful harassment at a work assignment to the coordinator or Training Director and may also report it to the employer. All claims reported to the AJATC will be investigated promptly by the AJATC and appropriate corrective action shall be taken. Whatever action is taken to correct the situation will be made known to the complaining individual. The AJATC will not retaliate against an apprentice for making a complaint and will not tolerate or permit retaliation. The AJATC encourages all persons to report any incidents of discrimination or harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Additional Information: Any apprentice who believes that he/she has been subjected to any form of unlawful harassment or discrimination may potentially file a charge with the California Department of Fair Employment and Housing or the United States Equal Opportunity Commission, depending upon the circumstances. The addresses and phone numbers of the Bay Area FEHC, as well as the local offices of the DFEH and the EEOC, are listed in Exhibit L of this manual. Potential remedies available include back pay and reinstatement, as well as civil penalties. The law prohibits any employer from retaliating against any employee for filing a charge with the DFEH or EEOC, or for cooperating in any manner with the DFEH, EEOC or FEHC in its investigation of the charge.

If you have any questions concerning this policy, please feel free to contact your coordinator or the Training Director. Employers to whom apprentices are assigned shall also have their own policies regarding harassment and discrimination. An employer to whom apprentices are assigned, or who requests the assignment of apprentices, shall provide its policy regarding harassment and discrimination to the Training Director upon request.”

Article 100-3. Americans with Disabilities Act (ADA)

The JATC is committed to increasing opportunities for apprentices with physical and/or mental disabilities.

All apprentices and applicants for the apprenticeship program are invited to self-identify as a person with a disability. Information regarding disabilities that is reported to the JATC will be treated as confidential. The following form may be used at any time:

ETA Form 671 (apprenticeship.gov) (see appendix)

Any apprentice who has a physical and/or mental disability that prevents the apprentice from performing any of the essential functions of an electrical apprentice without reasonable accommodation, and who is requesting an accommodation with regard to any aspect of the apprenticeship program (classroom, on-the-job, etc.), shall promptly inform the Training Director as to (1) the nature and extent of the disability, (2) the essential functions that the apprentice is unable to perform without reasonable accommodation, and (3) the reasonable accommodation that the apprentice believes is necessary so that the person can perform those functions. The JATC will engage in an interactive process with the apprentice regarding the selection of reasonable accommodation if such accommodation is available. If a reasonable accommodation is available, it will be provided. The interactive process, and any reasonable accommodation provided, will be documented in writing.

The interactive process may require the apprentice to provide medical information to the JATC; to allow a health care provider selected by the JATC to discuss the disability with the apprentice's health care provider(s); and/or to submit to a physical and/or mental examination conducted by a qualified person selected by the JATC. Any costs of such an examination over and above those covered by the apprentice's health insurance will be paid by the JATC. Any medical information obtained by the JATC during this process will be treated as confidential.

Any apprentice who believes they have experienced discrimination or harassment based on the person's actual or perceived physical and/or mental disability, should promptly notify the Training Director.

CHAPTER 2

FUNCTIONS OF LABOR AND MANAGEMENT

Article 200. Employer and Union Duties and Responsibilities.

- 200-1 The union and employer association, their members, and other employers participating in the AJATC, acknowledge that this program is a joint labor and management industry enterprise, and each accepts their responsibilities:
- a. To see that all registered, indentured, and employed apprentices are trained in accordance with the provisions of these Policies and Procedures.
 - b. To see that each apprentice is provided with reasonably continuous employment, insofar as possible.
 - c. To see that each apprentice under their supervision receives full on-the-job training as provided in the Apprenticeship Policies and Procedures. Insofar as practicable, they shall follow the work schedule defined by the Inside Agreement between IBEW Local 595 & NorCal NECA.
 - d. To see that apprentices are assigned to work so that they can obtain diversified experience and training in all phases of the trade on the job.
 - e. To see that apprentices work with and under the supervision of a qualified journey person or persons.
 - f. To see that an accurate monthly record of each apprentice's training and progress is maintained and verified by the employer/representative and transmitted to the AJATC.
 - g. To comply with the rules, regulations, and decisions of the AJATC.
 - h. To report to the Training Director of the AJATC immediately of either outstanding or substandard effort on the part of any apprentice in their employ.
 - i. To submit an accurate factual report on the progress of every apprentice in their employ upon the request of the AJATC or its authorized representative. Please note, Below Minimum Standard Evaluations may require the site supervisor or journeyman who completed the evaluation to appear at a Disciplinary Subcommittee hearing to explain the low evaluation.
 - j. To adhere to the exact wage scale shown on the apprentice referral card in accordance with the collective bargaining agreement.
 - k. To cooperate fully with the Committee in the total apprentice training program including the acceptance of such apprentices as are duly referred to them for employment.

- l. To provide necessary safety training for each apprentice prior to the apprentice's use of any equipment or performance of any job operation.
- m. To apply in writing to the AJATC for approval to train apprentices. (See Exhibit I.)
- n. Submit to regular jobsite visits from Training Director, Assistant Training Director, or other executive level JATC Staff, and to provide requested information to the JATC, to evaluate quality of training for apprentices. Notice will be given prior to any jobsite visit.

Article 210. Employment Requests/Termination.

- 210-1 All requests for training apprentices shall be directed to the AJATC Office during the normal working hours of the AJATC office.
- 210-2 The employer shall notify the AJATC Training Director of contemplated layoffs forty-eight (48) hours prior to actual layoff (Saturdays and Sundays and holidays excluded), in order to give the Training Director the opportunity to provide continuous OJT assignments for the apprentice.

Article 215. Controversies.

- 215 The AJATC shall adjust or determine all disputes and complaints having to do with these Policies and Procedures, Apprenticeship Agreements, and with the employment and training of apprentices subject to an appeal to the Administrator of Apprenticeship.

Article 220. Changes in Collective Bargaining Agreement.

- 220 Whenever changes are made in the Collective Bargaining Agreement that alters the wages, hours or working conditions in the craft, such changes shall be made a part of these Apprenticeship Policies and Procedures and any Apprenticeship Agreements hereunder.

Article 230. Graduation/Completion Certificates

- 230-1 Upon the recommendation of the AJATC, a Certificate of Completion shall be issued to each apprentice upon evidence of satisfactory completion of the following:
- a. All major work processes totaling 8,000 hours of on-the-job work training.
 - b. A standard First Aid/CPR Training Certificate shall be obtained during the probationary period. This is a required related educational class and must be attended by all apprentices regardless of any prior completion of the same or similar courses. Each apprentice must also be in possession of a valid First Aid/CPR training card upon completion of the 8,000 hours of on-the-job training.

- c. A minimum of ten (10) completed brackets, of at least 180 hours each year, or a total of at least 1,000 minimum classroom hours of related educational training instruction during one's apprenticeship, normally lasting five (5) years.
- d. Meeting any other requirements imposed by the AJATC including, but not limited to completing any outstanding administrative requirements such as payment of books fees, completion of any other additional required training such as First Aid/CPR or safety training classes.

230-2 Time spent on related educational instruction training classes, including first aid training, field trips, etc., shall not be compensable.

230-3 It is the policy of this Committee to support and participate in a Labor-Management Completion (Graduation) Ceremony.

230-4 Completion Trade Certificates from the DAS, DOL and the Electrical Training Alliance shall be issued to the apprentice at the Completion Ceremony.

230-5 Outstanding Apprentice awards may be presented at the Labor-Management Completion Ceremony where exemplary participation has been shown, at the discretion of the AJATC.

CHAPTER 3

APPRENTICESHIP DUTIES AND RESPONSIBILITIES

Article 300. General Requirements.

- 300-1 Every apprentice shall perform diligently and faithfully the work of this trade during their entire period of apprenticeship, complying with the training program as administered by the AJATC. They shall satisfactorily perform the learning and work tasks assigned to them both on the job and in related educational instruction and shall comply with the rules, regulations, policies, and decisions of the AJATC and with all federal, state, and local laws and regulations. Apprentices shall conduct themselves in a professional manner at all times, treating employers, office staff, instructors, co-workers and the public with courtesy and respect. Any failure to do so may subject an apprentice to severe disciplinary action.
- 300-2 The apprentice is responsible for keeping the AJATC office informed of any residence status changes. These forms must be completed in full and returned to the AJATC office within 5 working days of any change of address. Residence Status forms are available in the office foyer, the IBEW Local Union #595 office, and the JATC website. (See Exhibit A.)
- 300-3 All apprentices are expected to be punctual, respectful, attentive, and dependable, and have a neat appearance at all times, both in class and on the job. All apprentices shall at all times, both in class and on the job, conduct themselves in a professional manner and in the best interests of their employers, the AJATC, and the electrical industry.

Article 300-4 Drug & Alcohol Policies

- 300-4A This apprenticeship program participates in the IBEW/NECA Drug-Free Workforce Program for the Inside Construction Agreement (Alameda County) (“DFW Program”). Each apprentice will be provided a copy of the IBEW/NECA Drug-Free Workforce Program and must comply with all aspects of that policy, including all drug and alcohol tests required by that Program. Terms that are defined in the DFW Program shall have the same meaning in this policy.
- 300-4B Attending on-the-job training or related educational training instruction under the influence of alcohol or any controlled substance, including marijuana, is grounds for severe disciplinary action, up to and including termination from the apprenticeship program.
- 300-4C Selling or distributing controlled substances at the Training Center or on the job is grounds for termination from the apprenticeship program.

300-4D (a) A probationary apprentice is subject to discipline, up to and including immediate termination from the program, if the apprentice tests positive on any drug and/or alcohol test, including testing positive for marijuana or prescription medications that are not being used pursuant to a current and valid prescription, or who is otherwise out of compliance with the DFW Program.

Such disciplinary action shall be determined in the Committee's sole discretion, based on all of the relevant facts and circumstances. The Committee, in its sole discretion, may suspend the apprentice from working in any OJT assignments pending a retest.

300-4D (b) A non-probationary apprentice who tests positive on any drug and/or alcohol test or who is otherwise out of compliance with the DFW program will be required by the Committee to be evaluated and treated by a recognized substance abuse program. The apprentice must successfully complete the recommended treatment program before returning to work. Failure to successfully complete the recommended treatment program will result in a request for the cancellation of his/her apprenticeship agreement. If the same apprentice has repeated positive tests or is otherwise out of compliance with the DFW program, the Committee may request the cancellation of his/her apprenticeship agreement. The policy described in this Rule 300-5D shall not apply to an apprentice who voluntarily enters a recognized drug and/or alcohol treatment program before testing positive and who successfully completes the program, as verified by the substance abuse program administrator to the Committee.

300-4E An apprentice who successfully completes drug or alcohol treatment as set forth in Rule 300-5D shall be subject to follow-up drug or alcohol testing if recommended by the MAP (Member Assistance Program), including but not limited to random testing, for such period of time as the MAP recommends. In addition to any such follow-up testing required by the MAP, an apprentice who successfully completes drug/alcohol treatment is also subject to any drug/alcohol testing requirements pursuant to the IBEW/NECA Drug-Free Workforce Program.

300-4F An apprentice who was referred to drug or alcohol treatment after failing a drug/alcohol test, and who fails any drug/alcohol test during the follow-up testing period, whether required by the MAP or an employer, will be subject to immediate termination from the apprenticeship program.

300-4G An apprentice who voluntarily enters drug/alcohol treatment before receiving a positive drug/alcohol test, and who fails a drug/alcohol test during the follow-up period, whether required by the MAP or an employer, may be given another opportunity to undergo drug/alcohol treatment. Under this Rule, no apprentice will receive more than one opportunity to return to treatment. After the apprentice completes such further course of drug/alcohol treatment, any future failed drug/alcohol test, whether required by the MAP or by an employer, will result in serious disciplinary action up to and including termination from the apprenticeship program.

300-4H Nothing in this Rule precludes the JATC, in its sole discretion, from imposing discipline up to and including termination from the apprenticeship program for any conduct in violation of the DFW Program or this policy, as justified by all the relevant facts and circumstances.

Article 300-5. Request to Appear

300-5 The Committee or Training Director may cite an apprentice to appear before the Committee or Disciplinary Sub-Committee for consultation and/or appropriate action when it believes that it is necessary to do so for any reason in connection with the apprentice's participation in the program.

Any apprentice cited before the Committee or Disciplinary Sub-Committee shall appear at the time and place indicated unless the apprentice provides a good reason in advance why they cannot attend, and the Committee or Sub-Committee agrees to have them appear at a different time and/or place.

Any apprentice who fails to appear before the Committee or Disciplinary Sub-Committee as cited shall be issued a letter sent regular and certified mail-return receipt requiring him/her to show cause at the Committee's next meeting why the apprentice should not be dropped from the program for failure to appear.

If the apprentice appears at the next meeting, the Committee will decide whether to cancel the apprentice's agreement based upon the previous failure to appear. The Committee shall also consider the original reason for which the apprentice was cited to appear before the Committee and take action with regard to that matter as well.

If the apprentice fails to appear before the Committee after being requested to show cause why they should not be dropped from the program based on the original failure to appear, the Committee shall request the DAS to cancel the individual's apprenticeship agreement. The Committee shall also notify the apprentice by regular and certified mail-return receipt of the action that it has taken and of the right to appeal the action to the Committee and/or the DAS.

If the apprentice fails to appeal within 30 days from the date of notice, the Committee will not consider the matter further.

Article 300-6. Scholarship Loan Agreement

300-6 Scholarship Loan Agreement: The AJATC will grant a Scholarship Loan for an amount calculated for the first year of apprentice's training and, subject to the apprentice continuing to successfully complete the training program, the AJATC will make further annual Scholarship Loans to the apprentice for each of the remaining years of the apprentice's participation in the Training Program with appropriate cost increases. (See exhibit G)

Each apprentice will be presented with a complete and detailed copy of the Scholarship Loan Agreement along with the Promissory Note for the first year of apprenticeship. A signed acknowledgment and acceptance of the Scholarship Loan Agreement and its provisions, and the signing of its accompanying promissory note by the apprentice, covering the 5-year period of training, are conditions of acceptance into the electrical apprenticeship program.

A copy of each apprentice's signed Scholarship Loan Agreement and Promissory note shall be distributed to the apprentice upon graduation from the program.

Article 310. New Apprentices.

310 The first 2000 hours of OJT and satisfactory performance in related classroom training during such time shall ordinarily constitute the probationary period. The probationary period shall not exceed one year.

Article 320. Basic Tools and Clothing Required.

320-1 Each apprentice during the first thirty (30) days of employment shall provide themselves with the following tools:

- *9" Pliers (Side Cutters)
- *16 oz. Straight Claw Hammer
- *1" Steel Tape (16')
- *2- 1/2", 5", and 8" Screwdrivers
- *Wire Strippers
- 3 Phillips screwdrivers (No. 1, No. 2, No. 3)
- Tool Box (large enough for all tools to fit)
- 1 Personal Lock
- Diagonal Pliers
- Long nose pliers
- 3/4" Wood Chisel
- 10" Channel Lock Pliers (2 pair)
- Center Punch
- Adjustable 6" Crescent Wrench
- Level (Torpedo Level) Keyhole Saw
- Electrician's Knife (Utility or Sheetrock Knife)
- Flashlight or Headlamp (Preferred)
- Tool Pouch (Optional)
- Hack Saw (Adjustable frame) (Optional)
- Voltage Tester (supplied by the Program)

* = Minimum tools required on the first day of employment.

320-2 Apprentices shall be required to be appropriately attired for the work of the trade, in compliance with OSHA standards, including work boots, with special consideration towards safety factors.

Article 330. Leave of Absence.

- 330-1 Requests for leaves of absence shall be submitted to the Training Director in writing, specifying the date the leave is to commence, the anticipated duration of the leave and the reason(s) for the requested leave. To the extent that leave is needed for a foreseeable event, such as the expected birth of a child or scheduled surgery, the request for leave must be submitted at least thirty (30) days prior to the date on which the requested leave is to begin. Requests for leave based on unanticipated events must be submitted at the earliest opportunity. All leaves of absence must be approved before they take effect.
- 330-1 (a) A “leave of absence” is a leave from both classes and OJT assignments. During a leave of absence, the apprentice will not be permitted to work OJT assignments.
- 330-1 (b) An apprentice with an injury or medical condition that temporarily precludes OJT assignments may continue to attend classes without requesting a leave of absence. Examples: work-related injury, recovery from minor surgery, etc. If the period that is apprentice is unable to work is expected to exceed 90 days, the apprentice should request a leave of absence.
- 330-2 It is the AJATC's policy to grant reasonable requests for leaves of absence for the following reasons:
- a. The birth of a child to the apprentice, or the placement of a child with the apprentice in connection with the adoption or foster care of the child by the apprentice.
 - b. To care for a child, parent, spouse, or other family member who has a serious health condition; and
 - c. Because of serious health condition or other life crisis that temporarily prevents the apprentice from being able to perform the duties and responsibilities of an apprentice. The AJATC reserves the right to require supporting documentation for leave of absence requests for the foregoing reasons, including but not limited to medical certification of serious health conditions. An apprentice returning from a leave of absence based on the apprentice's own serious health condition shall be required to provide certification from a medical doctor that the apprentice is physically and/or mentally able to resume the duties and responsibilities of an apprentice.
- 330-3 Leaves of absence ordinarily will not exceed 6 months. The AJATC may, in its sole discretion, extend a leave of absence beyond the six (6) months in appropriate circumstances.
- 330-4 It is also the policy of the AJATC to grant reasonable requests for leaves of absence to perform military service. With regard to apprentices on inactive military status who are called to active service, or who are inducted into military service, the approved leaves of absence shall extend for the duration of the call to active service and/or period of induction. With regard to apprentices who enlist, the approved leave of absence will not extend beyond the initial period of enlistment, or five years, whichever is longer.

Apprentices requesting leave for military service must provide the Training Director with copies of their orders for active service or enlistment and reporting papers when submitting their request for leave. Apprentices returning from approved military leave shall report back to the AJATC within ninety (90) days of their release from military service.

- 330-5 Upon returning from an approved leave of absence, the apprentice will return to their pre-leave wage bracket and will be placed at the bottom of the out-of-work list. The apprentice will resume classes where they left off before taking the leave. Re-entry into class may be delayed until the appropriate class is available. The AJATC reserves the right to require an apprentice to repeat any class not adequately completed before beginning the leave (and to complete any new or additional requirements which have been added to the curriculum since the apprentice went on leave).
- 330-6 Repeated requests for leaves of absence will not be granted if the time away from the apprenticeship program unduly burdens the program and/or unduly interferes with the apprentice's progress in the program.
- 330-7 An apprentice who fails to return to the program upon completion of an approved leave will be considered to have voluntarily quit the program. Apprentices on a leave of absence shall respond promptly to any inquiries from JATC staff regarding expected return date or other inquiries regarding their status.
- 330-8 The AJATC's leave of absence policy does not establish any rights to leave of absence from employment with any particular employer participating in the apprenticeship program. The apprentice is responsible for notifying the employer of any need for leave and complying with the employer's policies regarding leaves of absence.
- 330-9 No apprentice shall be permitted to advance to, or attend, related education classes that are more than 2 semesters above their work bracket.

Article 340. Conduct Unbecoming an Apprentice

- 340 Theft, harassment, discriminatory, malicious or threatening behavior, vandalism, or other conduct unbecoming an apprentice, whether at the JATC or "job related," may result in the termination of the Apprenticeship Agreement.

CHAPTER 4

ATTENDANCE REQUIREMENTS RELATED EDUCATION

Article 400. Attendance and Punctuality Requirements for Classroom - Related Educational Instruction

400-1 Classroom instruction and on-the-job training are equally vital and important parts of the total educational process in the apprenticeship. Therefore, attendance at all class sessions is mandatory if the apprentice is to successfully complete the program. For assurance that each indentured apprentice achieves an understanding and working knowledge of the electrical construction trade, it is mandatory that each apprentice will attend all related educational instructional classes as programmed by the AJATC with no compensation of time for such attendance. Even if an absence is deemed to be legitimate, all assignments and class time are required to be made up prior to end of the semester.

400-2 **Class Absences:** Apprentices are required to make up all classroom related education absences as follows (All Make-up sessions must be documented in accordance with the Alameda County Electrical JATC (AJATC):

Evening Classes:

- | | | |
|----------------|---|---|
| First Absence | = | Make up at a Training Director designated session. |
| Second Absence | = | Make up at a Training Director designated session. |
| Third Absence | = | Meet with Training Director to “show cause” why you should not appear before the JATC and/or repeat the semester. |

Day Classes:

- | | | |
|----------------|---|---|
| First Absence | = | Make up at a Training Director designated session. |
| Second Absence | = | Meet with Training Director to “show cause” why you should not appear before the JATC and/or repeat the semester. |

Tardiness

- 400-3 Tardiness disrupts the learning of others and places the student at risk of missing important course content. Apprentices are expected to arrive promptly and ready to participate at the start of the scheduled class. Complete attendance, from the start to finish, at all related classroom instruction is mandatory and required by state standards.
- a. Classroom time missed due to tardiness must be made up at the discretion of the instructor.
 - b. Tardiness of more than 30 minutes shall be considered an absence.
- 400-4 The responsibility rests solely with the apprentice completing all lessons and topics missed due to absenteeism to the satisfaction of the class instructor.
- 400-5 Apprentices, when notified, shall attend all related educational instruction when directed to do so by the Training Director.
- 400-6 Records will be maintained by the class instructor recording when an apprentice is in attendance, absent, or late arriving at the start of class. The class instructor shall record and notify the training director in writing of any apprentices absent or late for class.

Article 410. Vacations

- 410 Apprentices may take vacation while classes are in session only under the following conditions:
- a. The apprentice maintains regular class attendance during the vacation period.
 - b. The apprentice receives JATC approval for a vacation from classes. The apprentice must complete a Vacation Request form and receive JATC approval *before* the scheduled vacation. Any classes that are missed during an approved vacation must be made up before the end of the semester, in accordance with section 400. Vacation Request forms may be completed online at www.595jatc.org (See Exhibit C.)

The JATC has the sole discretion whether to approve or deny a vacation request. Requests shall be submitted promptly as soon as the apprentice becomes aware of the need for vacation. Apprentices are advised that an approved vacation is from classes only. If the apprentice also intends to take a vacation from OJT assignments, the apprentice must make arrangements directly with the employer.

Article 420. Working Overtime

- 420 Working overtime shall not interfere with scheduled classes and shall not constitute a valid excuse for being absent from any class session or sessions.

Article 430. Related Educational Materials

- 430 Books will be made available at least 1 week before the new semester starts. Any student who has not picked up their books during this time will have their monthly pay increase withheld for one month.

CHAPTER 5

ATTENDANCE AND PUNCTUALITY REQUIREMENTS FOR ON-THE-JOB WORK TRAINING PROGRAM

Article 500. Hours of Work and Working Conditions.

- 500-1 The workday, work week, and other working conditions for apprentices shall conform with all laws and regulations governing employment and shall not be greater than those for journeymen. Overtime shall not interfere with scheduled classes of related educational instruction and shall not be detrimental to the health and safety of the apprentices. Overtime hours worked shall be recorded as actual hours worked.
- 500-2 Hours of work, working conditions, overtime, health and welfare, vacation, and pension provisions are those agreed to in the Collective Bargaining Agreement currently in effect between the Northern California Chapter, Alameda County Branch of the National Electrical Contractors' Association, and Local Union #595 of the International Brotherhood of Electrical Workers, and said document in its entirety is made a part of these Apprenticeship Policies and Procedures.
- 500-3 Each apprentice shall maintain regular attendance on the job. Unnecessary and unexcused absences or tardiness will not be tolerated. Failure to comply may result in severe disciplinary action.
- 500-4 The work training program requirement for an apprentice electrician is the laboratory where they can learn working skills. The apprentice works (at gainful employment) as their obligation to the employer and the Electrical Construction Industry and is paid a day's pay for a day worked. The employer is also obligated to the apprentice and the Electrical Construction Industry to make certain that the apprentices under their supervision or their supervisory staff are provided with quality training of all major work processes to develop each apprentice into a proficient, skilled craftsman. Therefore, it is the responsibility of each apprentice to be punctual and ready for work at the agreed starting time. **The apprentice shall notify the employer before the job start time of the same day of any absence from work training. When an apprentice is assigned to a new employer, the apprentice is required to obtain the telephone number of the shop and the job supervisor so the apprentice can notify the employer of any absence from work due to illness, injury, or other emergency.**

Article 510. Work Training

- 510-1 Employers shall see that all apprentices are under the supervision of a qualified journey person and shall provide each apprentice with the necessary diversified experience and training available in order to train and develop each apprentice into a skilled craftsman proficient in all the job processes of the trade as outlined herein. Apprentices shall also be trained in the use of new equipment, materials, and processes as they come to be used in the occupation.
- 510-2 Each employer shall provide necessary safety training to each apprentice prior to the apprentice's use or operation of any equipment, and to their performance of any job operation.
- 510-3 Apprentices shall perform all the duties and tasks on the job as are associated with the craft and apprenticeship and at all times in a safe manner.

Article 520. Required Major Work Process Hours

- 520-1 The major work processes in which apprentices will be trained are listed on Exhibit H. Apprentices will be trained in those work processes, although not necessarily in the order listed, and the approximate hours for each work process are not necessarily continuous.

Article 530. Rating Reports

- 530-1 Each employer shall complete a rating form for each apprentice in their employ upon request of the AJATC or its authorized representative. (See Exhibit D)
- 530-2 Each apprentice must receive a minimum of a 70% overall rating, and no individual rating of 5 or below, in order to advance to the next bracket of work training.
- 530-3 The first On-the-Job Training Performance Evaluation below 70%, the apprentice appears before the AJATC

Article 540. Minimum Required Advancement Hours.

540-1 Minimum verified on-the-job training hours for advancement shall be 800 hours per bracket. Raises will be given on the first day of the month following the completion of the school semester if all necessary requirements are met. At no time shall the work bracket exceed the related education bracket.

From	To	Minimum Hours
1st Bracket	2nd Bracket	800
2nd Bracket	3rd Bracket	1600
3rd Bracket	4th Bracket	2400
4th Bracket	5th Bracket	3200
5th Bracket	6th Bracket	4000
6th Bracket	7th Bracket	4800
7th Bracket	8th Bracket	5600
8th Bracket	9th Bracket	6400
9th Bracket	10th Bracket	7200
10th Bracket	Journey person	8000

540-2 Any apprentice who has not attained the minimum required hours at the start of the new semester shall have their pay upgrade withheld until the minimum hours are successfully completed and properly reported to the training director. Upon proper notification from the apprentice, the Training Director will notify the employer to upgrade the apprentice's wages.

540-3 Any apprentice who obtains the minimum work hours before the new semester start date will receive their pay upgrade on the normal upgrade date, but not earlier.

540-4 If an apprentice's work bracket is lower than the apprentice's school bracket, the apprentice's wages will be upgraded when the apprentice obtains the minimum work hours equivalent to the apprentice's school bracket. The new wage rate will go into effect on the first day of the following month.

Article 540-5 First Aid/CPR/ OSHA-10

540-5 All apprentices must attend and successfully pass the First Aid/CPR class, or the OSHA-10 Hour Safety Training Course as scheduled by the AJATC office. The class can be canceled and rescheduled only if done so by contacting the AJATC office promptly, in writing, with a valid reason for rescheduling. Failure to contact the office to reschedule a class or to attend the class on the rescheduled date, will result in the next pay increase being withheld for 1 month, and the apprentice will be required to take the course at their own expense through the Red Cross or OSHA.

CHAPTER 6

SCHOLASTIC REQUIREMENTS

Article 600. Minimum Hours

- 600-1 Prior to the issuing of a Completion Trade Certificate, each indentured apprentice must achieve a minimum of not less than ten completed brackets of at least 180 hours each year, or a total of at least 1,000 minimum classroom hours of related educational training instruction during the training period. Time spent in related educational instruction shall not be compensable.
- 600-2 All apprentices are required to successfully accomplish all assignments, as may be outlined at the beginning of each class.
- 600-3 All apprentices are required to achieve a passing grade of seventy percent (70%) or better in the prescribed course of each semester.
- 600-4 Any apprentice obtaining a grade of "D" or lower for any semester must appear before the AJATC for review and evaluation of their scholastic progress. If it is determined, during any semester period, by a class instructor that an apprentice is attaining a letter grade of below a "C" average performance level (below 78%) in their related instruction training, the Training Director shall be notified.
- 600-5 Apprentices whose grade average falls below 78% anytime during the semester period must attend tutoring classes until their grade average is above 78%.
- 600-6 Any unmet, outstanding, requirements of the local educational agency (currently Chabot College) that prevent registration of an apprentice, such as unpaid book fees, library penalties, etc., must be resolved to the local educational agency's satisfaction, in a timely fashion, by the apprentice. Failure to do so by the apprentice may result in severe disciplinary action.

Article 610. Uniform Grading Schedule

- 610-1 To ensure grading uniformity of related classroom instruction and other evaluations, the grading schedule is shown below:

A =	Excellent	93% - 100%
B =	Good.....	86% - 92%
C =	Average	78% - 85%
D =	Passing	70% - 77%
F =	Unsatisfactory, Failing -	Less than 70%

610-2 It is the policy of the AJATC that final semester grades are determined by averaging the results of the periodic tests and the final exam throughout each bracket of apprenticeship, subject to the following conditions:

- a. Apprentices must achieve a minimum average score of 70% on the bracket's periodic exams to be eligible to take the final exam.
- b. A minimum score of 70% must be achieved on the final exam to allow an apprentice to advance to the next bracket.

Failure to achieve a minimum score of 70% on either (a) or (b) above shall constitute an automatic failure of the bracket.

An apprentice who fails a bracket will not be advanced to the next pay bracket and must repeat the classroom instruction for the period failed (except probationary apprentices who are subject to Article 610-3). There will be no composite exam. Any apprentice who fails to achieve a minimum grade of 70% for any two brackets of classroom related instruction during the program will be subject to termination of their apprenticeship agreement.

610-3 The Training Director shall review the record of probationary apprentices who are obtaining a failing grade and require them to appear before the Committee to show cause why they should not be dropped from the program.

610-4 Each apprentice shall be required to pass a hands-on skill exam for each semester of related education classes. These exams shall be administered during class time by an AJATC Instructor, Tutor, or designated AJATC appointee. Failure to pass the test will require attendance of remedial skills tutoring and retesting within 60 days. Failure of an apprentice to pass the skill exam retest will result in a request to terminate the apprentice's indenture agreement. An apprentice will not be permitted to advance to the next bracket of pay until the skill exam associated with that work bracket has been successfully completed.

Article 620. Scheduled Wage Increases

620-1 In order to qualify for periodic scheduled pay increases, an apprentice must have attained a passing grade in related educational instruction and manipulative skills in the job work training program. This shall include periodic skill exams at the AJATC administered during related educational classes. Pay raises may be withheld due to a violation of the Policies and Procedures.

CHAPTER 7

RECORDS

Article 700. Apprentice Responsibility to Keep Records.

- 700-1 Each apprentice shall be responsible for maintaining current records of the time spent on each major work process and in related educational instruction pursuant to the rules of the AJATC. The work record shall indicate the total hours attained for each major work process. Each apprentice must keep copies of each month's work record.
- 700-2 Apprentice records shall be made available for inspection by the AJATC or the Training Director upon request.
- 700-3 Falsification of any information on any JATC or employer documents or records, including but not limited to application forms and monthly work report cards, or providing any false information to an employer, are violations of these policies and procedures and will subject the apprentice to dismissal from the program.
- 700-4 Each apprentice shall maintain these Policies and Procedures and all other bulletins issued during their apprenticeship.

Article 710. Procedure for Reporting the Monthly Work Progress Record Card of Process Hours Worked.

- 710-1 Monthly Work Progress books are available to the apprentice at the AJATC office. On the last day of each month, or prior to rotation to another employer, the apprentice will complete and sign a Work Progress Record card compiling the hours worked under the various major work process categories.
- 710-2 If the apprentice changes employers in the middle of a month, the monthly work progress card must be completed before leaving the employer's job or office and submitted to the training director. A separate work process card must be submitted for each employer if the apprentice is employed by more than one employer in any given month.
- 710-3 Failure of an apprentice to legibly and accurately complete and submit their work progress card by the 1st of the month, late after the tenth (10th) of each month, shall result in the withholding of the next pay upgrade one month for each past due card. **Incomplete cards will be returned to the apprentice and not logged until the following month.**
- 710-4 Overtime hours worked shall be recorded as actual hours worked for all major work processes reported (see section 500-1).

Article 720. Records Required by the Employer.

- 720-1 Each apprentice shall legibly and accurately complete and forward all records or forms as may be required by the employer.
- 720-2 Upon dispatch, the apprentice shall bring the employer the required documents for employment eligibility verification as listed on the I-9 form (See exhibit E).

CHAPTER 8

SCHEDULE OF WAGES

Article 800. Apprentice Wage Scale.

800-1 Apprentice Wage Schedule. This apprentice wage schedule and journey person's wage may change from time to time.

Six Month Bracket	Percentage of JW Rate
1 st Bracket	40%
2 nd Bracket	42.5%
3 rd Bracket	45%
4 th Bracket	50%
5 th Bracket	55%
6 th Bracket	60%
7 th Bracket	65%
8 th Bracket	70%
9 th Bracket	75%
10 th Bracket	80%

800-2 All employers of apprentices must adhere to the minimum wage schedule as shown on apprentice's referral card.

Article 810. Apprentices Held Back from Wage Advancement.

810 An apprentice who is held back from advancing to the next wage bracket for violations of these Policies and Procedures (such as maintaining attendance, achieving scholastic requirements, forwarding work process reports, etc.), may be advanced by the Training Director into the next pay bracket upon successfully meeting the minimum requirements for advancement. Such wage advancements are not retroactive and are to be made only after proper notification in writing from the AJATC Training Director.

Article 830. Dispatch and Rotation of Apprentices.

830-1 To ensure that all apprentices receive well-rounded on the job training, apprentices shall be dispatched to employers according to the training needs of the apprentice and the program. All apprentices shall be rotated to a different employer approximately 6 months from the date of their prior dispatch.

Apprentices shall report to the employer and the job that they are assigned to on their day of dispatch from the Union hall. Apprentices may not refuse a dispatch to an employer or a work assignment. Failure to report to the job as assigned or failure to comply with employer requirements for employment processing may subject the apprentice to severe disciplinary action.

If an apprentice feels they have due and sufficient cause not to be assigned to an employer or work site, or not to accept a work assignment, the apprentice should promptly raise their concerns with the Training Director and provide any documentation requested by the Training Director. The Training Director has the sole discretion to approve an apprentice's request not to be assigned to a particular employer or worksite.

830-2 The Training Director shall:

- a. Review the work experience of each apprentice and rotate them to the employer best qualified to give the needed on-the-job training.
- b. Notify each employer of rotation date, the needed work experience and present pay bracket, or any other change in status of every apprentice assigned to them.

830-3 The Training Director, in the interest of maintaining a high quality of training for apprentices, will arrange the necessary transfers of apprentices from one shop to another via the local union office at the appropriate time.

830-4A First-year apprentices may stay with an employer for 1 year before being required to rotate.

830-4B An apprentice may remain with an employer no more than ninety (90) days beyond their scheduled rotation time, only with approval from the Training Director. Such requests shall be made to the Training Director, in writing, by the employer. Apprentices affected by such a request will be consulted by the Training Director. All such requests will be considered by the AJATC.

830-4C Tenth bracket apprentices may remain with an employer so they may turn out with that company.

830-5 Apprentices shall remain with the employer to whom they are assigned until officially transferred or reassigned by the Training Director.

830-6 If an apprentice quits employment without the approval of the Training Director, the apprentice shall appear before the AJATC at the next regular meeting before the apprentice may be assigned to another employer. The apprentice may be subject to a suspension for a period not to exceed sixty (60) days and/or termination from the program.

- 830-7 Each apprentice shall immediately report being out of work to the Training Director. This shall include voluntary time off, layoffs, termination, vacation, or any other reason for loss of employment.
- 830-8 Apprentices who are otherwise eligible for employment but whose records are not in compliance (attendance, work hour cards, unexcused absences made up, etc.) at the time of an employer assignment, will be automatically suspended from employment until such violations are corrected.

Article 840. Ratio of Apprentices to Journey persons

- 840-1 The ratio of apprentices in any shop or job shall be in accordance with the local Collective Bargaining Agreement.

Article 850. Procedure for Granting Credit for Previous Experience

- 850-1 The AJATC may grant priority referral into the apprenticeship program to persons who do not possess journeyman skills who become members of Local Union #595 as a result of the Union's organizing efforts. Only such persons may be granted advanced credit for work and educational experience based on their years of training in the electrical construction trade and educational background prior to their referral into the program.
- 850-2 If an individual requests credit for previous experience in the electrical construction trade, the following procedure must be completed:
- a. Regarding placement in related and supplemental education, the applicant will meet with the Training Director or his designee for an oral interview. The purpose of this interview is to review apprenticeship curricula developed by the NJATC to ascertain the applicant's level of competency, and determine placement in the apprenticeship program, up to and including 8th bracket of training.
 - b. The applicant will take the lowest test first and continue moving upwards in the program of testing until he/she fails the first test. This will then be the level of pay when sent on a **new training assignment**.
 - c. Regarding work processes and on-the-job training, the applicant will be given credit in hours worked for on-the-job training in the form of hours and level of pay based on an evaluation of the following:
 1. Pay check stubs and or W-2 forms, showing **hours and rate of pay**, which the applicant must provide to the AJATC. All prior work must be done in the electrical construction industry to qualify.
 2. Demonstration of competency in work processes by successfully passing the required written and skills exams at the semester level they are entering the apprenticeship program.

Date

APPRENTICE CHANGE OF ADDRESS FORM

NAME: _____

ADDRESS: _____

CITY/ST/ZIP _____

TELEPHONE NUMBER (____) _____

CELL NUMBER (____) _____

E-MAIL ADDRESS _____

If you have a change of address or telephone number you must mail or e-mail this form (to the AJATC, 14600 Catalina St., San Leandro, CA 94577, E-mail address: info@595jatc.org) within 5 working days of the change. A change of address form is also available online at www.595jatc.org.

REQUEST TO APPEAR BEFORE THE ALAMEDA
CO. JOINT APPRENTICESHIP &
TRAINING COMMITTEE FOR
THE ELECTRICAL TRADE

I, _____, request to appear in person before a regular AJATC meeting.

The reason for appearing before the AJATC is _____

Signed _____

Date _____

Approved:

Date: _____ Signed _____

Added to the AJATC Agenda, meeting of _____

AJATC action taken: _____

Date: _____

Signed _____

ALAMEDA COUNTY JOINT APPRENTICESHIP & TRAINING
COMMITTEE FOR THE ELECTRICAL TRADE
VACATION REQUEST EXCEPTION

DATE _____

I, _____, request permission to appear in person before the AJATC to request permission for scheduling vacation leave time while apprentice classes of related educational training are in session.

I request to schedule the vacation leave time from:

Date _____

Through

Date _____

The reason for scheduling my vacation while related instruction classes are in session and missing the classes listed is _____

I am in the _____ bracket class, and my Instructor is _____

Signed _____

Added to the AJATC Agenda, meeting of _____.

Signed _____

Permission granted

not granted

Date _____

Signed AJATC Secretary

ALAMEDA COUNTY JOINT APPRENTICESHIP
& TRAINING COMMITTEE FOR THE ELECTRICAL TRADE

LEAVE OF ABSENCE REQUEST EXCEPTION

Date: _____

I, _____ request permission for scheduling vacation leave time while apprentice classes of related educational training are in session.

I request to schedule the vacation leave time from:

Date _____

Through

Date _____

The reason for scheduling my leave of absence while related instruction classes are in session and missing the classes listed is _____

I am in the _____ bracket class, and my Instructor is _____

Signed _____

Added to the AJATC Agenda, meeting of: _____

Signed _____

Permission Granted Not Granted

Date _____

Signed _____

AJATC Secretary

Apprenticeship Policies and Procedures

Job Evaluations with Notes

Alameda County JATC

Report Created:

Apprentice:																	Total Count:		
Issued	Received	Type						Contractor								Adv. Recommended			
Attendance	Dependability	Attitude	Initiative	Communication	Cooperation/Conduct	Safety	Habits / Adaptability / Ability	Quality and Quantity of Work										Supervisor	
																		Total	Average
Evaluator Notes																			
Forman: Attentive, works hard, self starter, dependable, seems to enjoy his work and good problem solver. Learns fast and applies knowledge well.																			

APPRENTICE SCHOLARSHIP LOAN AGREEMENT

BETWEEN APPRENTICE AND

**THE ALAMEDA COUNTY JOINT APPRENTICESHIP AND TRAINING COMMITTEE FOR
THE ELECTRICAL (INSIDE WIREMEN) TRADE AND THE ALAMEDA COUNTY
ELECTRICAL INDUSTRY APPRENTICESHIP AND TRAINING TRUST**

WHEREAS, the Alameda County Joint Apprenticeship and Training Committee for the Electrical (Inside Wiremen) Trade and the Alameda County Electrical Industry Apprenticeship and Training Trust (hereinafter collectively referred to as "the Committee") and _____ (hereinafter "the Apprentice") understand and agree that the Committee will expend significant sums of money for the training of the Apprentice in the specialized skills necessary for employment in the Electrical Industry; and

WHEREAS, those sums of money will result in a substantial direct benefit, as well as a substantial indirect and intangible benefit, to the Apprentice from this training, which training is valued, at a yearly minimum, in the amount set forth in Paragraph 1 hereof (the "Scholarship Loan"); and

WHEREAS, the past recessions and underemployment which have occurred in the Electrical Industry have created a need to have the Scholarship Loan repaid by the Apprentice, in addition to the fact that it is only right and equitable that the Scholarship Loan should be repaid in any event; and

WHEREAS, the training of the Apprentice is a benefit which may lead to expected life earnings of over \$1,000,000.00 by Apprentice; and

WHEREAS, the Committee will grant a Scholarship Loan to the Apprentice in the amount set forth in Paragraph 1 hereof for the _____ year of the Apprentice's training; and

WHEREAS, the Scholarship Loan amount for the Apprentice's subsequent years of training will be calculated and a new Agreement and Promissory Note for that amount will be sent to the Apprentice and the Apprentice agrees to promptly execute such new Agreement and Promissory Note; and

WHEREAS, the Apprentice hereby understands and agrees that the Apprentice assumes certain obligations arising out of the training provided by the Committee, including the obligation to repay the total Scholarship Loan made to the Apprentice by the Committee for all years of training; and

WHEREAS, the Apprentice will repay the Scholarship Loan to the Committee pursuant to the terms set forth here by either cash payments or in-kind credits received by working in the Electrical Industry for Employers under collective bargaining agreements whereby those Employers make contributions to the Committee or a like Joint Apprenticeship Training Committee, sponsored jointly by a Local Chapter of the National Electrical Contractors Association (NECA) and an affiliated Local Union of the International Brotherhood of Electrical Workers (IBEW), (hereinafter a "Like Committee").

NOW, THEREFORE, The Committee and Apprentice on this _____ day of _____, hereby Agree and Covenant, for the good and valuable consideration set forth herein, as follows:

1. Scholarship Loan: The Committee and the Apprentice hereby agree that the cost of the training, including the apprentice's share of administrative and physical plant overhead, manuals and necessary equipment, instructors' salaries (where applicable), and related materials, and the amount of the Scholarship Loan for the _____ year of training covered by the Agreement is \$ _____, and that the Apprentice will execute this Agreement and the Promissory Note in that amount, attached hereto as Exhibit 1, and deliver such executed Agreement and Promissory Note to the Committee.

2. Subsequent Years of Training; The Committee and the Apprentice hereby agree that the cost of the training, including the Apprentice's share of administrative and physical plant overhead, manuals, necessary equipment, instructors' salaries (where applicable), and related materials for each subsequent year of training shall be calculated by the Committee. That calculation shall be the amount of the new Agreement and Promissory Note that the Apprentice shall execute for that year of training. A separate Agreement and Promissory Note shall be signed for each year of training.

3. Terms of Training: The Committee will provide training worth at least the amount loaned to the Apprentice hereby during the period from _____, 20__ , to _____, 20 _____.

4. Repayment of Scholarship Loan: The Scholarship Loan may be repaid by the Apprentice in full either in cash as set forth in Exhibit 1 hereto, or by in-kind credits, as set forth in Paragraph 8 hereof. The Apprentice may repay the Scholarship Loan by payment of "in-kind" credits in accordance with Paragraph 8 of this Agreement only after the Apprentice has successfully completed the educational and training requirements established by the Committee and is eligible to be employed as a journeyman electrician by employers engaged in the Electrical Industry as defined in Paragraph 12 of this Agreement.

5. Warranty of the Apprentice: The Apprentice agrees and warrants as a condition of receiving the Scholarship Loan that both during the period of apprenticeship training and upon completion of the apprenticeship training, the apprentice will neither seek nor accept employment from an Employer engaged in, nor become an Employer engaged in, any general, commercial or any other work covered by the Constitution of the International Brotherhood of Electrical Workers unless such employment is performed under the terms of a collective bargaining agreement that provides for the payment of contributions by such Employer to the Committee or Like Committee.

6. Breach of this Agreement: It will constitute an immediate breach of this Agreement if the Apprentice, during the period of his apprenticeship or thereafter, accepts employment in the Electrical Industry from an employer who does not have a collective bargaining agreement which provides for the payment of contributions to the Committee or to a Like Committee. It will also constitute an immediate breach of this Agreement if an Apprentice, during the period of his apprenticeship or thereafter, becomes an employer in the Electrical Industry (as defined in paragraph 12) unless such work is performed under the terms of a collective bargaining agreement which provides for the payment of contributions by such employer to the Committee or to a Like Committee.

7. In the event that the Apprentice's training agreement is terminated by either the Apprentice's voluntary action or by the action of the Committee during the period of training provided for in this Agreement, the Committee may require the Apprentice to repay, in cash, the pro-rata portion of the amount of the Scholarship Loan specified in Paragraph 1 of this Agreement corresponding to that period

EXHIBIT F

of training received by the Apprentice. The Apprentice shall similarly incur and obligation to repay to the Trust the pro-rata portion of the amount of the Scholarship Loan corresponding to the amount of training received in the event the Apprentice leaves the Electrical Industry and decides to pursue employment in a filed or occupation outside of the Electrical Industry either during the term of the training period specified herein or subsequent to the completion thereof. For purposes of this paragraph, the amount of the Scholarship Loan attributable to each semester of training, or any portion thereof, shall be deemed to be
\$_____.

8. Repayment by In-Kind Credits: An Apprentice who, subsequent to his successful completion of the training provided for this Agreement, works pursuant to a collective bargaining agreement for an Employer making payments to the Committee or to a Like Committee, shall receive a credit for each "journeyman working year" of such employment in accordance with the Repayment Schedule set forth in the Promissory Note attached hereto as Exhibit 1. The amount due the Committee for the Scholarship Loan will be reduced by such amount in accordance therewith. For purposes of this paragraph, a "journeyman working year" is hereby defined as 1,500 hours of employment, performed subsequent to the Apprentice's successful completion of the training provided for in this Agreement, and performed with the Employers who make contributions to the Committee or Like Committee. The total repayment obligation of the Apprentice shall not exceed 7,500 "journeyman working hours", or six actual years of employment by contributing employers in the Electrical Industry from the date of completion of the Apprentice's training, whichever shall occur first.

9. All Amounts Due and Payable if Breach Occurs: If the Apprentice breaches this Agreement, all amounts due and owing on the Scholarship Loan, reduced by any credit received by the Apprentice pursuant to paragraph 8 hereof, or by any cash payments made, will become immediately due and payable, together with interest at the prime interest rate than prevailing at Wells Fargo Bank in San Francisco, California from the date of this Agreement, and all costs of collection hereof, including reasonable attorneys' fees and all court costs. All amounts due and payable shall be owed to the Alameda County Electrical Industry Apprenticeship and Training Trust Fund. The Apprentice hereby agrees that there shall be personal jurisdiction over the Apprentice in the courts of Alameda County over any action brought by the Committee to enforce the terms of this Agreement. The Apprentice also hereby agrees that in any such action the Committee may effect personal service on the Apprentice by mailing a copy of the Summons and Complaint to the Apprentice at the address set forth in Paragraph 11 or at the last address that the Apprentice has supplied in writing to the Committee pursuant to Paragraph 11.

10. Waiver of Breach: An inadvertent breach of the Agreement can be waived in writing by the Committee in its sole discretion, and a waiver of such inadvertent breach of this Agreement will not be unreasonably withheld by the Committee.

11. Notice: All notice under this Agreement will be sent to the Committee and Apprentice as follows.

Apprentice: _____
Name

Address

EXHIBIT F

City State Zip

Committee:

ALAMEDA COUNTY JOINT APPRENTICESHIP &
TRAINING COMMITTEE FOR THE ELECTRICAL
TRADE & THE ALAMEDA COUNTY ELECTRICAL
APPRENTICESHIP TRUST

Name

14600 Catalina St.

Address

San Leandro, CA 94577

City

State

Zip

The Apprentice hereby agrees to notify the Committee, promptly and in writing, of any change in the Apprentice's address.

12. Electrical Industry; As used herein, the term "Electrical Industry" means any and all type of work covered by a collective bargaining agreement to which the International Brotherhood of Electrical Workers (hereinafter "International Union") and/or any affiliated Local Union are a party or under the trade jurisdiction of the International Union's constitution.

Signed and agreed this _____ day of _____, 20_____.

By: Committee

By: Apprentice

APPRENTICE PROMISSORY DEMAND NOTE FOR ELECTRICAL SCHOLARSHIP LOAN AGREEMENT

\$3,400.00

Date: _____

I, _____, hereinafter known as Apprentice, promise to pay to the Alameda County Joint Apprenticeship and Training Committee for the Electrical (Inside Wireman) Trade and to the Alameda County Electrical Industry Apprentice and Training Trust (hereinafter collectively referred to as "the Committee") on demand a Scholarship Loan of \$ 3,400.00 (the "Loan Amount") in accordance with the terms and provisions of the Loan Agreement between the undersigned, and the Committee, dated _____ (the "Agreement").

I also understand that, in accordance with Paragraph 8 of the Agreement, the loan will be reduced as follows for every year I work for an Employer within the Electrical Industry (as defined in Paragraph 12 of the Agreement) who makes contributions pursuant to a collective bargaining agreement to the Committee or Like Committee.

<i>Years Worked As Journeyman</i>	<i>Percent of Total Reduced</i>	<i>Annual Amount Reduced</i>	<i>Net Amount Due</i>
1	20%	\$680.00	\$2,720.00
2	20%	\$680.00	\$2,040.00
3	20%	\$680.00	\$1,360.00
4	20%	\$680.00	\$680.00
5	20%	\$680.00	\$0.00

I also understand that in the event of a breach of the Agreement I shall also be liable for interest and collection costs as provided in Paragraph 9 thereof.

Date _____ Name (Please Sign) _____

Address _____

City _____ State _____ Zip _____

Work Process Record Card

Name	Month	Year	
Description of Work	Hours Worked This Month	Hours Worked To Date	Goal of Hours to Work
Layout			200
Underground			500
Thinwall Conduit			1200
Rigid Conduit			800
Panelboards			500
Floor Duct			200
Motor Control			100
Wiring			1200
Cable Tray			300
Lighting			1000
Grounding			100
Fire Alarm			300
Motor Installation			400
Control Systems			200
Transformers			100
Troubleshooting			200
Security Systems			50
Renewables			250
Service Work			50
Material Handling			150
Temporary Wiring			200
Monthly Total			8,000

DUE AT THE JATC OFFICE ON THE 1ST OF THE MONTH, LATE AFTER THE 10TH

FORM MAY BE SENT BY THE FOLLOWING METHODS:

E-mail: info@595jatc.org

**Mail or Drop-off: Alameda JATC, 14600 Catalina Street, San Leandro, CA 94577
(Don't Forget to Date & Time Stamp)**

[White Book]

Month							
Year							
Day	SU	M	TU	W	TH	F	SA
Date							
Code							
Hours							
Day	SU	M	TU	W	TH	F	SA
Date							
Code							
Hours							
Day	SU	M	TU	W	TH	F	SA
Date							
Code							
Hours							
Day	SU	M	TU	W	TH	F	SA
Date							
Code							
Hours							
Day	SU	M	TU	W	TH	F	SA
Date							
Code							
Hours							

ALAMEDA COUNTY ELECTRICAL JATC

POLICIES & PROCEDURES

REVISED 10/09/23.

ADDITIONS AND REVISIONS

CHANGE #	CHAPTER	ARTICLE	PAGE	DATE	REMARKS
1	DEFINITIONS	DOL	2	10/9/23	ADDED
2	1	100-2	5	10/9/23	REVISED
3	1	100-3	7	10/9/23	REVISED
4	2	200-1	9	10/9/23	REVISED
5	2	230-1	11	10/9/23	REVISED
6	3	300	12	10/9/23	REVISED
7	3	300-4	12&13	10/9/23	REVISED
8	3	300-5	14	10/9/23	REVISED
9	3	300-6	14	10/9/23	REVISED
10	3	330	16-17	10/9/23	REVISED
11	3	340	17	10/9/23	REVISED
12	4	400-3 – 400-6	19	10/9/23	REVISED
13	4	410	19	10/9/23	REVISED
14	4	420	19	10/9/23	REVISED
15	4	430	20	10/9/23	REVISED
16	5	540	23	10/9/23	REVISED
17	5	540-5	23	10/9/23	REVISED
18	7	700	26	10/9/23	REVISED
19	7	710	26	10/9/23	REVISED
20	8	800	28	10/9/23	REVISED
21	8	810	28	10/9/23	REVISED
22	8	830	29	10/9/23	REVISED
23	8	850	30	10/9/23	REVISED

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES
TO APPRENTICESHIP POLICIES AND PROCEDURES**

I hereby acknowledge receiving the revised Apprenticeship Policies and Procedures (effective _____) of the Alameda County Electrical AJATC.
Date

I will read these changes to the Policies and Procedures. I further understand that it is my responsibility to familiarize myself with these Policies and Procedures and requirements as set forth, and to keep this copy in my student workbook each year.

I further understand that, should I have any questions pertaining to the Apprenticeship Policies and Procedures (i.e. responsibilities, automatic penalties, leniency, etc.), it is my responsibility to contact the AJATC office for an explanation during business hours at (510) 351-5282.

Signed: _____

Date: _____

Please print name below:

**NOTICE
OF
RIGHT TO REGISTER COMPLAINTS**

Complaints may be filed by any interested person with the Administrator of Apprenticeship within 30 days, when there is cause to believe that a decision, order or action of an apprenticeship program sponsor has been unfair or unreasonable; or that there has been a violation of Chapter 4, Division 3 of the California Labor Code; California Code of Regulations, Title 8, Chapter 2, part I; Apprenticeship Standards; Apprenticeship Agreement; or Rules, Regulations or Policies established by an apprenticeship program sponsor. 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, sex or age-except the applicant must meet the minimum age requirement-with regard to apprenticeship, or that equal opportunity standards have not been followed, 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 with a declaration by the person signing the complaint, under penalties of law, that its contents are true and correct to the best of his/her knowledge and belief. It must include the full name, address and telephone number of the party (person, organization or other party) filing the complaint. The full name and address of the party (person, organization, or other party) against whom the complaint is made. A clear and concise statement of the facts constituting the basis for the complaint. Complaints may be registered with the JATC, the Administrator of Apprenticeship, the U.S. Department of Labor, Apprenticeship training, Employer & Labor Services (ATELS), Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC) at the following local, State or Federal addresses:

Administrator of Apprenticeship
C/O Division of Apprenticeship Standards
PO Box 420603
San Francisco, CA 94142

DFEH
Department of Fair Employment & Housing
1515 Clay Street, Suite 701
Oakland, CA 94612

ATELS California
1301 Clay Street, Suite 1090 North

Oakland, Ca 94612

EEOC Local
U.S. Equal Employment Opportunity
Commission
1301 Clay Street, Suite 1170-N
Oakland, CA 94612

ATELS Regional
Regional Director, San Francisco
71 Stevenson St. Rm. 815
San Francisco, CA 94105

EEOC National Headquarters
1801 L Street, N.W., Suite 100
Washington, D.C. 20507