APPRENTICESHIP
POLICIES AND PROCEDURES
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Formulated by
THE ALAMEDA COUNTY JOINT APPRENTICESHIP
AND TRAINING COMMITTEE
For the
ELECTRICAL (INSIDE WIREDMEN) TRADE

Representing
THE NORTHERN CALIFORNIA CHAPTER,
ALAMEDA COUNTY BRANCH
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
# Apprenticeship Policies and Procedures

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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 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 "AJATC".)

**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, like 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.** 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.

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. None of the classes are compensable.

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 that 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

100-2A. 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, pregnancy, childbirth and related medical conditions), sexual orientation, marital status, registered domestic partnership status,
veteran status, medical condition, physical or mental handicap, 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.

B. 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 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 following categories: race, color, ancestry religion, national origin, age (over 40), sex/gender (including gender identity, pregnancy, childbirth and related medical conditions), sexual orientation, marital status, registered domestic partnership status, veteran status, medical condition, physical or mental handicap, or any other classification protected by applicable law. 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:

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

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

d. Physical touching, assault, or impeding or blocking movements.

e. Written or verbal sexual advances or propositions.

f. 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 the white pages of the phone book.) 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).**

In order to fulfill any obligations that it may have under the Americans With Disabilities Act, and in order to help protect the Committee’s apprentices against violations of that law by others, the Committee has concluded that it should adopt a procedure that will enable it to identify and, thereby, hopefully avoid, or assist in correcting, any problems that may arise due to an apprentice either having, or being perceived as having, a physical and/or mental disability that may prevent him/her from performing all of the essential functions of an electrical apprentice. The Committee’s goals can be achieved only if apprentices comply with this procedure by providing the Committee with information that it would otherwise lack. As the rule set forth below indicates, information provided to the Committee will be treated in a confidential manner.

1. Any apprentice who believes that he/she has a physical and/or mental disability that prevents him/her 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 inform the Committee immediately in writing 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 he/she can perform those functions.

2. Any apprentice who believes that his/her status as an apprentice, classroom training, and/or employment opportunities have been adversely affected in any way (including
discrimination and/or harassment) because of an actual or perceived physical and/or mental disability that he/she has, shall inform the AJATC immediately in writing as to (1) the nature and extent of the disability or perceived disability and (2) how he/she has been adversely affected.

3. All issues and requests regarding disability will be considered and investigated promptly by the Committee in consultation with the apprentice. In some cases, the process of consideration and investigation may require the apprentice to provide additional medical information and/or to submit to a medical examination. (See paragraph 4 below.) In other cases, the process may involve consultation by the Committee with the apprentice’s employer(s). The apprentice will be given a written response by the Committee at the conclusion of the process.

4. In order to assist the AJATC in identifying the precise limitations resulting from any disability that the apprentice may have, and any potential reasonable accommodation that might overcome those limitations, the AJATC may require an apprentice, who has notified it pursuant to paragraphs 1 or 2 above, to cooperate with the AJATC by furnishing it with medical documentation regarding the disability, and/or by allowing a health care provider selected by the Committee to discuss the disability with the apprentice's health care provider(s), and/or by submitting to a physical and/or mental examination conducted by a qualified person selected by the AJATC. Any costs of such an examination over and above those covered by the apprentice’s health insurance will be paid by the AJATC.

5. Any information obtained by the AJATC regarding the medical condition and/or history of the apprentice shall be treated as a confidential medical record.
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 submitted by the training director of the AJATC.

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 qualified journey person.

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.

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.)

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). This is to enable the Training Director the opportunity to provide continuous training for the apprentice.

Article 215. Controversies.

215-1 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.

220-1 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 160 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 the AJATC may require 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 NJATC 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 them to severe disciplinary action.

300-2 As the apprentice is better informed of the apprentice program and conscientiously assumes their responsibilities during their apprenticeship, they will be better prepared with the proper skills and knowledge necessary to assume the position as a Journey person in the Electrical Construction Industry when graduated.

Article 300-3. Change of Address

300-3 Each apprentice must assume their responsibility to keep the AJATC office informed of any residence status changes. Residence Status forms are available in the office foyer. These forms must be completed in detail and returned to the AJATC office each time there is a residence change within 5 working days of any change. Residence Status forms are also available at the IBEW, Local Union #595 office and the AJATC office. (See Exhibit A.)

300-4 It is the responsibility of an apprentice to be punctual, respectful, attentive, dependable, and neat-appearing with regard to on-the-job and classroom conduct. Each apprentice, both on-the-job and in the classroom, shall at all times conduct himself/herself in a professional manner and in the best interests of his/her employer, the AJATC and the electrical industry.
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300-5 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.

All apprentices indentured after April 1, 2010 will be required to participate in the DFW program. Apprentices indentured prior to April 1, 2010 will be given the opportunity to elect whether to participate in the DFW program. Any apprentice who elects not to participate in the DFW program will be bound by the DFW program when he or she is assigned for on-the-job training with an employer that participates in the DFW program.

300-5A Paragraphs 300-5A through 300-5E apply to all apprentices, whether or not the apprentice participates in the DFW Program.

300-5B An apprentice who attends the on-the-job work training or related educational training instruction under the influence of alcohol or narcotics is subject to severe disciplinary action.

300-5C Any apprentice found selling or distributing narcotics or controlled substances shall be terminated from the apprenticeship program.

300-5D (a) A probationary apprentice shall be terminated from the program if he/she tests positive for any illegal substance or for a prescription substance that is not used pursuant to a current and valid prescription.

Any probationary apprentice who tests positive for any legal substance (including a prescription substance used pursuant to a current and valid prescription) may be subject to disciplinary action up to and including termination from the program. Such disciplinary action shall be determined in the Committee’s sole discretion, depending on all of the relevant facts and circumstances. The Committee, in its sole discretion, may preclude the apprentice from receiving or continuing in any OJT assignments pending a retest.

(b) Any indentured apprentice who is terminated from an employer due to a failed drug and/or alcohol test or noncompliance 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
dispatch to another contractor. 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 is terminated again by any contractor due to a failed drug and/or alcohol test or noncompliance with the DFW program, the Committee will 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 and who successfully completes the program, as verified by the substance abuse program administrator to the Committee.

300-5E Any 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.

1 An apprentice who was referred to drug or alcohol treatment under Rule 300-5D because he/she failed a drug/alcohol test, and who fails a 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 and cancellation of the apprenticeship agreement.

2 An apprentice who voluntarily enters drug/alcohol treatment before receiving a positive drug/alcohol test, as set forth in Rule 300-5D, 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 300-5E(3), 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 and cancellation of the apprenticeship agreement.

3 Nothing in this Rule 300-5E precludes the JATC from imposing discipline up to and including termination from the apprenticeship program or cancellation of the apprenticeship agreement as justified by the circumstances.
Article 300-6. Request to Appear

300-6 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 he/she cannot attend and the Committee or Sub-Committee agrees to have him/her 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 he/she should not be dropped from the program because of that failure to appear.

If the apprentice appears at the next meeting, the Committee will decide whether to cancel his/her 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 he/she 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 his/her 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.

300-7 Every apprentice shall possess and maintain a valid California driver's license. If your license is suspended or revoked, you must inform both the AJATC office and your employer immediately. If/when you are scheduled for dispatch and you do not have a valid driver's license, you may be bypassed for that job if it requires you to drive.
Article 300-8. Scholarship Loan Agreement

300-8 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 apprentices participation in the Training Program with appropriate cost increases. (See exhibit G)

Each apprentice will be presented 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 each graduating apprentice.

Article 310. New Apprentices.

310-1 The first 2000 hours of OJT and satisfactory performance in related classroom training during such time shall constitute the probationary period

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:

* Voltage Tester (supplied by the Program)
* 9” Pliers (Side Cutters)
* 16 oz. Straight Claw Hammer
* 1” Steel Tape (16’)
* 2- ½”, 5”, and 8” Screwdrivers
  3 Phillips screwdrivers (No. 1, No. 2, No. 3)
  Tool Box (length 22” – 24”)
  1 Personal Lock
  Tool Pouch (Optional)
  Hack Saw (Adjustable frame)
Electrician's Knife (Utility or Sheetrock Knife)
8" Diagonal Pliers
Long nose pliers
3/4" Wood Chisel
10" Channel Lock Pliers (2 pair)
Center Punch
Adjustable 6” Crescent Wrench
Wire Strippers
9” Level (Torpedo Level)
Keyhole Saw
Flashlight

* = Minimum tools required 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 request for leave. To the extent that the necessity for the leave is based on a foreseeable event, such as the expected birth of a child, request for leave must be submitted at least thirty (30) days prior to the date on which the leave being sought 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.

330-2 It is the AJATC’s policy to grant reasonable requests for leaves of absence not to exceed six (6) months 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, or spouse 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 requests for leaves of absence 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 he/she is physically and/or mentally able to resume the duties and responsibilities of an apprentice.

The AJATC also reserves the right to extend a given leave of absence beyond the six (6) months in appropriate circumstances.

330-3 It is also the policy of the AJATC to grant reasonable requests for leaves of absence to perform military services for the United States Armed Services. With regard to apprentices on inactive military status who are called to active service, and with regard to apprentices who are inducted into military service, 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, approved leaves will not extend beyond the initial period of enlistment, or five years, whichever is longer.

Apprentices requesting leaves 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 leaves shall report back to the AJATC within ninety (90) days of their release from military service.

330-4 Upon returning from an approved leave of absence, and apprentice will be placed into the same wage bracket he/she was in before taking the leave, however, he/she will be placed on the bottom of the out-of-work list. Upon returning from an approved leave of absence, an apprentice will pick up his/her scholastic requirement where he/she left off when taking the leave, however, the AJATC reserves the right to require an apprentice to repeat any scholastic requirement 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). Further, re-entry into the scholastic program may be delayed until the appropriate educational class required is available.
330-5 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.

330-6 Any apprentice who fails to return to the program upon completion of an approved leave will be considered to have voluntarily quit the program.

330-7 The AJATC’s leave of absence policy does not establish any rights to leaves of absence from employment with any particular employer participating in the apprenticeship program.

330-8 No apprentice shall be permitted to advance to, or attend, related education classes that are more than 3 semesters above their work bracket.

**Article 340. Conduct Unbecoming an Apprentice**

340-1 Theft, malicious or threatening behavior, or vandalism 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 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 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

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 scheduled class. **Complete attendance, from the start to finish, at all related classroom instruction is mandatory and required by state law.**

1. Classroom time missed due to tardiness must be made up at the discretion of the instructor.
2. Tardiness of more than 30 minutes shall be considered an absence.

400-3 The responsibility rests solely with the apprentice to complete all lessons and topics missed due to absenteeism to the satisfaction of the class instructor.

400-4 Apprentices, when notified, shall attend all related educational instruction when directed to do so by the training director.

400-5 Records will be maintained by the class instructor recording when an apprentice is in attendance, absent, or late in arriving at the start of class. The class instructor shall record and notify the training director in writing any apprentices absent or late for class.

**Article 410. Vacations**

410-1 Vacation leave time approval while classes of related and educational instruction are in session is not permitted by the AJATC. Exception:

a. If an apprentice takes a vacation and maintains a regular attendance of related educational instruction during the vacation period.

b. The apprentice may apply in person at the training director's office and complete a Vacation Request Exception form for a personal appearance before the AJATC for prior approval to take a vacation and not attend classes of related instruction. (See Exhibit C.)

410-2 The training director shall be notified in advance of all dates planned for vacation, and each apprentice shall report to the training director's office prior to returning to work from vacation.
Article 420. Working Overtime

420-1 Working overtime shall not interfere with scheduled related training educational classes and shall not constitute a valid excuse for being absent from any educational class session or sessions.

Article 430. Related Educational Materials

430-1 Each apprentice shall be responsible for purchasing all required educational materials as may be required by the AJATC.

430-2 All educational materials required to be purchased by each apprentice must be paid for in full prior to the semester start date. Book sales will occur 1 week before the new semester starts. Any student who has not paid for their books during this time will have their monthly pay increase withheld one month for each week payment is not made.
CHAPTER 5

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

Article 500. Hours of Work and Working Conditions.

500-1 The work day, 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 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 a regular on-the-job attendance. Unnecessary absences and/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 apprentices shall notify the employer before the job start time of the same day of any absence from work training. When apprentices are assigned to a new employer, they are required to obtain the telephone number of the shop and the job
supervisor so they may notify the employer of any absence from work with regard to illness, hospitalization, or acute emergencies.

**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 craftsperson 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, although not necessarily in the order listed, and the approximate hours not necessarily continuous, to be spent on each are listed on Exhibit H.

**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 in order to advance to the next bracket of work training

530-3 *On the Job Training Performance Evaluation below 70% = Appear before AJATC*
Article 540. Minimum Required Advancement Hours.

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

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Minimum Hours</th>
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<tbody>
<tr>
<td>1st Bracket</td>
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<td>800</td>
</tr>
<tr>
<td>2nd Bracket</td>
<td>3rd Bracket</td>
<td>1600</td>
</tr>
<tr>
<td>3rd Bracket</td>
<td>4th Bracket</td>
<td>2400</td>
</tr>
<tr>
<td>4th Bracket</td>
<td>5th Bracket</td>
<td>3200</td>
</tr>
<tr>
<td>5th Bracket</td>
<td>6th Bracket</td>
<td>4000</td>
</tr>
<tr>
<td>6th Bracket</td>
<td>7th Bracket</td>
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<td>8th Bracket</td>
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<td>9th Bracket</td>
<td>6400</td>
</tr>
<tr>
<td>9th Bracket</td>
<td>10th Bracket</td>
<td>7200</td>
</tr>
<tr>
<td>10th Bracket</td>
<td>Journey person</td>
<td>8000</td>
</tr>
</tbody>
</table>

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 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 hours prior to the new semester start date will not receive their pay upgrade until the normal upgrade date. The exception being if the apprentices' work bracket is lower than their school bracket. At which time the apprentice will receive a raise when they obtain the required number hours until they have caught up with their school bracket.

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

540-4 Any apprentice who has been scheduled for either First Aid/CPR class or the OSHA-10 Hour Safety Training Course must attend and successfully pass the class as scheduled by the 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. Failing to contact the office to reschedule a class, or not attending the class on the rescheduled date,
will result in the next pay increase 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 160 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 agencies 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 For the purpose of grading uniformity of related classroom instruction and other evaluations, a 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 related 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 indenture agreement.

610-3 The Training Director shall review the record of probationary apprentices who are obtaining a failing grade and cite them 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 a record of the time spent on each major work process and in related educational instruction and keeping it current pursuant to the rules of the AJATC. Therefore, adequate work experience records shall be maintained by every apprentice and kept current.

700-2 Falsification in the recording of information on application forms, monthly work report cards, forms or documents for the AJATC, or information required by an employer are violations of the rules and will subject the offending apprentice to dismissal from the program.

700-3 The work record shall indicate the total of attained hours for each major work process. Copies of each month’s work record must be kept by every apprentice.

700-4 Each apprentice shall maintain these Policies and Procedures and all other bulletins issued during their apprenticeship.

700-5 Apprentice records shall be made available for inspection by the AJATC or the Training Director.

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

710-1 Six-Month 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. This card is then to be personally handed to the employer or an authorized, qualified journey person. At this time the employer may encourage and make recommendations concerning the apprentice's on-the-job progress for a better mutual understanding. The employer will verify the hours worked for the month, add comments, evaluate the apprentice's work training performance, and affix their signature. The completed card shall be returned to the AJATC office on the first
[1st] of each month and late after the tenth [10th] day of each month for work performed the previous month.

710-2 If the apprentices' employer is changed in the middle of a month, a monthly work progress card must be completed before leaving the employer's job or office and mailed to the training director. A separate work process card must be submitted for each employer an apprentice is employed by if employed by more than one 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 Each apprentice shall bring to his employer at each dispatch the required documents as listed on the employment eligibility verification form I-9 (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.

<table>
<thead>
<tr>
<th>Six Month Bracket</th>
<th>Percentage of Journey person’s Rate</th>
<th>Percentage of Journey person’s Rate, Indentured after 6/1/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Bracket</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>2nd Bracket</td>
<td>45%</td>
<td>40%</td>
</tr>
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<td>45%</td>
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<td>50%</td>
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</tr>
<tr>
<td>9th Bracket</td>
<td>80%</td>
<td>75%</td>
</tr>
<tr>
<td>10th Bracket</td>
<td>85%</td>
<td>80%</td>
</tr>
</tbody>
</table>

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

800-3 It is the policy that no premium wages shall be given apprentices, and that the percentages established in the Collective Bargaining Agreement shall be adhered to by each employer and each apprentice.
Article 810. Apprentices Retained.

810-1 All apprentices who are retained in their present apprenticeship brackets and/or wage schedule for failure to comply with 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 non-retroactive as soon as they successfully meet the minimum requirements. Such advancements are to be made only after proper notification in writing from the AJATC training director.

Article 820. Request for Re-evaluation.

820-1 After completing the probationary period, any apprentice in the apprenticeship program who desires a re-evaluation may contact the Training Director for presentation to the AJATC for consideration.

Article 830. Dispatch and Rotation of Apprentices.

830-1 For the purpose of assuring well-rounded, on the job training, all 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 to 12 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 that they have due and sufficient cause not to be assigned to an employer or work site, or not to accept a work assignment, they must present their request in writing, providing any necessary written documentation, and receive the approval of the Training Director.

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 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 sixty (60) 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 Should an apprentice quit their employer without consent of the Training Director, said apprentice shall appear before the AJATC at the next regular meeting prior to reassignment to another employer and may be subject to a suspension for a period not to exceed sixty (60) days and/or termination from the program.

830-7 Every apprentice shall immediately report being out of work to the Training Director. This shall include voluntary time off, layoffs, terminations, vacation, or any other reason for loss of employment.

830-8 Apprentices eligible for employment who do not have their record in compliance (attendance, work hour cards, 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 as a Result of Union Organizing Efforts

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. Such persons shall be given equal consideration without regard to their race, sex, minimum qualifications, the program’s eligibility lists, or the necessity of passing written apprenticeship entrance tests.

850-2 In the event that credit for previous experience in the electrical construction trade is requested for an individual the following procedure must be completed:

a. In regard to 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 level of competency of the applicant. After review of the curricula the applicant will then be asked to take the standard semester end test up to and including the 8th bracket that he/she feels confident in passing with a grade of 70% or higher.

b. If the applicant fails the first test he/she will be allowed to take another semester end test of a lower bracket. This process will continue until the applicant passes a test. This will then be the level of entry into the related and supplemental education classes.

c. The applicant may, as an option, start supplemental education classes at the first year, first semester, and by-pass item “A” above.

d. In regard to 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.

2. Demonstration of competency in work processes by successfully passing the required skills exams at the semester level they are entering the apprenticeship.
APPRENTICE 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, fax or e-mail this form (to the AJATC, 14600 Catalina St., San Leandro, CA 94577, Fax number: (510) 351-2949, E-mail address: info@595jatc.org) within 5 working days of the change.
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________________________

EXHIBIT B - Page 40
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

EXHIBIT C - Page 41
## Journeyman's Evaluation of Apprentice

### ON-THE JOB PERFORMANCE EVALUATIONS

**Important:** This form is to be completed by the journeyman or foreman for whom the apprentice is working and returned to the JATC Office within ten (10) days. This evaluation will be used by the Joint Apprenticeship Training Committee to measure on-the-job training progress. Please be as objective as possible.

**Date Range:**
**Apprentice Name:**
**Trade/Pay Period:**

<table>
<thead>
<tr>
<th>RATING FACTORS</th>
<th>POOR</th>
<th>MARGINAL</th>
<th>AVERAGE</th>
<th>ABOVE AVERAGE</th>
<th>OUTSTANDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTENDANCE</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>DEPENDABILITY</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>ATTITUDE</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>INITIATIVE</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>INTEREST</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>COOPERATION &amp; CONDUCT</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>SAFETY HABITS WORK PRACTICES</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>ADAPTABILITYABILITY TO LEARN</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>QUALITY &amp; ACCURACY</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>QUANTITY &amp; WORK</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

**Types:**
**Employer:**

**JOURNEYMAN COMMENTS:**

**FOREMAN COMMENTS:**

**EMPLOYER COMMENTS:**

**DATE MAILED**
**DATE RETURNED**
**JOURNEYMAN/FOREMAN**

**Important:** It is the responsibility of the employer to ensure the completion of the apprentice evaluation in cooperation with the JATC.
ATTENDANCE:
Days absent during this period: 0 1 2 3 4 5 6 7 8 9 MORE
Days late during this period: 0 1 2 3 4 5 6 7 8 9 MORE

EVALUATOR COMMENTS: __________________________________________________________

Personal Remarks Will Be Of Great Help To The Committee In Evaluating The Progress Of The Apprentice

I have worked with this apprentice for __________ Day(s)/Week(s)/Month(s).

Print Name of Evaluator ___________________________ Signature of Evaluator ___________________________

Company Name ___________________________ Date ___________________________

Form Completed By: Journeyman ___________________________ Contact # ___________________________
Foreman ___________________________ Contact # ___________________________

Have you talked to the apprentice about his/her strengths and weaknesses? Yes No

When you have completed the evaluation, be sure to let the apprentice know of his/her progress.

The JATC, as well as our Industry, needs your cooperation to improve the training our apprentices are receiving.

The enclosed report on each apprentice in your employment must be signed by the Journeyman working with the apprentice as well as the Employer and/or Foreman.

It is the policy of the JATC that any Employer who fails to complete this form will have the apprentices removed from the shop. It's purpose is to provide the JATC with more information on how well each apprentice is functioning in the field.

Should you have any questions about this form, please call the JATC.

Apprentice Signature ___________________________ Date ___________________________

APPRENTICE COMMENTS: __________________________________________________________

______________________________________________________________

EXHIBIT D - Page 43
Apprenticeship Policies and Procedures

Department of Homeland Security
U.S. Citizenship and Immigration Services

Instructions
Read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the United States) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-8155.

What Is the Purpose of This Form?
The purpose of this form is to document that each new employee (both citizen and noncitizen) hired after November 6, 1986, is authorized to work in the United States.

When Should Form I-9 Be Used?
All employees (citizens and noncitizens) hired after November 6, 1986, and working in the United States must complete Form I-9.

Filling Out Form I-9

Section 1, Employer
This part of the form must be completed no later than the time of hire, which is the actual beginning of employment. Providing the Social Security Number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (E-Verify). The employer is responsible for ensuring that Section 1 is timely and properly completed.

Noncitizen nationals of the United States are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

Employers should note the work authorization expiration date (if any) shown in Section 1. For employees who indicate an employment authorization expiration date in Section 1, employers are required to reverify employment authorization for employment on or before the date shown. Note that some employees may leave the expiration date blank if they are aliens whose work authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia or the Republic of the Marshall Islands). For such employees, reverification does not apply unless they choose to present in Section 2 evidence of employment authorization that contains an expiration date (e.g., Employment Authorization Document (Form I-766)).

Preparer/Translator Certification
The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his or her own. However, the employee must still sign Section 1 personally.

Section 2, Employer
For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors. Employers must complete Section 2 by examining evidence of identity and employment authorization within three business days of the date employment begins. However, if an employer hires an individual for less than three business days, Section 2 must be completed at the time employment begins. Employers cannot specify which document(s) listed on the last page of Form I-9 employees present to establish identity and employment authorization. Employees may present any List A document OR a combination of a List B and a List C document.

If an employee is unable to present a required document (or documents), the employee must present an acceptable receipt in lieu of a document listed on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employees must present receipts within three business days of the date employment begins and must present valid replacement documents within 90 days or other specified time.

Employers must record in Section 2:
1. Document title;
2. Issuing authority;
3. Document number;
4. Expiration date, if any; and
5. The date employment begins.

Employers must sign and date the certification in Section 2. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they must be made for all new hires. Photocopies may only be used for the verification process and must be retained with Form I-9. Employers are still responsible for completing and retaining Form I-9.

EXHIBIT E - Page 44
For more detailed information, you may refer to the USCIS Handbook for Employers (Form M-274). You may obtain the handbook using the contact information found under the header "USCIS Forms and Information."

Section 3, Updating and Revocation

Employers must complete Section 3 when updating and/or revoking Form I-9. Employers must reverify employment authorization of their employees on or before the work authorization expiration date recorded in Section 1 (if any). Employers CANNOT specify which document(s) they will accept from an employee.

A. If an employee's name has changed at the time this form is being updated/revoked, complete Block A.

B. If an employee is rehired within three years of the date this form was originally completed and the employee is still authorized to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.

C. If an employee is rehired within three years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (revocation), complete Block B and:

1. Examine any document that reflects the employee is authorized to work in the United States (see List A or C);
2. Record the document title, document number, and expiration date (if any) in Block C; and
3. Complete the signature block.

Note that for revocation purposes, employers have the option of completing a new Form I-9 instead of completing Section 3.

What Is the Filing Fee?

There is no associated filing fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

USCIS Forms and Information

To order USCIS forms, you can download them from our website at www.uscis.gov/forms or call our toll-free number at 1-800-870-3676. You can obtain information about Form I-9 from our website at www.uscis.gov or by calling 1-888-464-4218.

Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from our website at www.uscis.gov/e-verify or by calling 1-888-464-4218.

General information on immigration laws, regulations, and procedures can be obtained by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our Internet website at www.uscis.gov.

Photocopying and Retaining Form I-9

A blank Form I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed Form I-9s for three years after the date of hire or one year after the date employment ends, whichever is later.

Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR 274a.2.

Privacy Act Notice

The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.
**Apprenticeship Policies and Procedures**

Department of Homeland Security  
U.S. Citizenship and Immigration Services

OMB No. 1615-0047; Expires 08/31/12  
Form I-9, Employment Eligibility Verification

**Read instructions carefully before completing this form. The instructions must be available during completion of this form.**

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

### Section 1. Employee Information and Verification (To be completed and signed by employee at the time employment begins.)

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Last</th>
<th>First</th>
<th>Middle Initial</th>
<th>Maiden Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (Street Name and Number)</td>
<td>Apt. #</td>
<td>Date of Birth (month/day/year)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip Code</td>
<td>Social Security #</td>
<td></td>
</tr>
</tbody>
</table>

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

Employee's Signature

**Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.**

<table>
<thead>
<tr>
<th>Preparer’s/Translator’s Signature</th>
<th>Print Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (Street Name and Number, City, State, Zip Code)</td>
<td>Date (month/day/year)</td>
</tr>
</tbody>
</table>

### Section 2. Employer Review and Verification (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

<table>
<thead>
<tr>
<th>Document title</th>
<th>OR</th>
<th>List B</th>
<th>AND</th>
<th>List C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing authority</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document #:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date (if any):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document #:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date (if any):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION:** I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

<table>
<thead>
<tr>
<th>Signature of Employer or Authorized Representative</th>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)</td>
<td>Date (month/day/year)</td>
<td></td>
</tr>
</tbody>
</table>

### Section 3. Updating and Reverification (To be completed and signed by employer.)

A. New Name (if applicable)  
B. Date of Rehire (month/day/year) (if applicable)

C. If Employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Document #:</th>
<th>Expiration Date (if any):</th>
</tr>
</thead>
</table>

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

<table>
<thead>
<tr>
<th>Signature of Employer or Authorized Representative</th>
<th>Date (month/day/year)</th>
</tr>
</thead>
</table>

EXHIBIT E - Page 46
# Lists of Acceptable Documents

All documents must be unexpired.

## List A
Documents that Establish Both Identity and Employment Authorization

<table>
<thead>
<tr>
<th>1.</th>
<th>U.S. Passport or U.S. Passport Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</td>
</tr>
<tr>
<td>3.</td>
<td>Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</td>
</tr>
<tr>
<td>4.</td>
<td>Employment Authorization Document that contains a photograph (Form I-766)</td>
</tr>
<tr>
<td>5.</td>
<td>In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form</td>
</tr>
<tr>
<td>6.</td>
<td>Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</td>
</tr>
</tbody>
</table>

## List B
Documents that Establish Identity

| 1. | Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address |
| 2. | ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address |

## List C
Documents that Establish Employment Authorization

| 1. | Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States |
| 2. | Certification of Birth Abroad issued by the Department of State (Form FS-545) |
| 3. | Certification of Report of Birth issued by the Department of State (Form DS-1350) |
| 4. | Voter's registration card |
| 5. | U.S. Military card or draft record |
| 6. | Military dependent's ID card |
| 7. | U.S. Coast Guard Merchant Mariner Card |
| 8. | Native American tribal document |
| 9. | Driver's license issued by a Canadian government authority |
| 10. | School record or report card |
| 11. | Clinic, doctor, or hospital record |
| 12. | Day-care or nursery school record |
| 7. | Identification Card for Use of Resident Citizen in the United States (Form I-179) |

### For persons under age 18 who are unable to present a document listed above:

| 10. | School record or report card |
| 11. | Clinic, doctor, or hospital record |
| 12. | Day-care or nursery school record |

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)
APPRENTICE SCHOLARSHIP LOAN AGREEMENT
BETWEEN APPRENTICE AND
THE ALAMEDA COUNTY JOINT APPRENTICESHIP AND TRAINING COMMITTEE
FOR THE ELECTRICAL (INSIDE WIREDMEN) 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

EXHIBIT F - Page 48
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 ____________, ____________.

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 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

City    State    Zip
Committee:

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

_____________________________
Name

_____________________________
Address

_____________________________
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.

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<th>Percent of Total Reduced</th>
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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

EXHIBIT G - Page 53
### On the Job Training Hours Report

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<td>Devices &amp; Finish</td>
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<td>T</td>
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**JW Signature**

---

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

Form may be sent by the following methods:
Fax: (510)351-2949, please call (510)351-5282 to confirm receipt
E-mail: info@595jatc.org and edrake@595jatc.org, must be e-mailed to both addresses
Mail or Office Drop-off: Alameda JATC, 3033 Alvarado Street, San Leandro, CA 94577 (Don’t Forget to Date & Time Stamp)
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EXHIBIT H - Page 55 (Page 2 of 2)
EMPLOYER REQUEST TO TRAIN APPRENTICES

Name of Company ____________________________________________

Address ____________________________________________ City/State/Zip ____________

Telephone Number ________________ Fax Number ________________

How long have you been in business? ______________________________

Have you trained apprentices elsewhere? __________ If yes, where? __________

Do you plan to train apprentices in Alameda County for a period of six months or longer?

______________________________

What type of work do you anticipate training apprentices in?

Residential _______ %    Commercial ___________ %    Industrial _______ %

______________________________ hereby requests approval of the Joint Apprenticeship and

(Company Name)

Training Committee for the Electrical Trade of Alameda County, to train apprentices
within the boundaries of said committee's jurisdiction. In making this application, it is
understood that it is the responsibility of said committee to make whatever investigation
may be deemed necessary to assure the utmost in apprentice training. It is the intent of
the above mentioned employer to carry out whatever responsibilities that may be
required in accordance with the policies of the Joint Apprenticeship and Training
Committee for the Electrical Trade of Alameda County as registered with the Department
of Industrial Relations, Division of Apprenticeship Standards, State of California, in
accordance with the Apprenticeship Law of California.

Signature ________________________________

Title ___________________________ Date _____________

Please forward this application to: Alameda Co. Electrical AJATC
14600 Catalina Street
San Leandro, CA  94577
(510)351-5282 or fax (510)351-2949
# ADDITIONS AND REVISIONS

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EXHIBIT J - Page 57
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:

____________________________________
ALAMEDA COUNTY ELECTRICAL JATC

Covid-19 Vaccination Policy for Apprentices
October 4, 2021

This policy addresses the Covid-19 vaccination requirements for apprentices and plans for handling exemption requests. This policy covers the following topics:

1. Vaccination policy
2. Exemption procedures
3. Record-keeping
4. Policy implementation

Included with this memo are an exemption request form and an Acknowledgment of Receipt form.

1. Vaccination policy

In response to the ongoing global Covid-19 pandemic, the Alameda County Electrical Joint Apprenticeship Training Committee, herein after known as “JATC”, has adopted the following policy regarding vaccination against Covid-19. This policy applies to all apprentices. The JATC may make changes to this policy in its sole discretion. Apprentices will be promptly notified of any changes.

Covid-19 is a respiratory disease caused by the novel coronavirus, SARS-CoV-2. While many cases of Covid-19 are mild or asymptomatic, Covid-19 can be a very serious disease that may require hospitalization or cause death. However, vaccines are widely available that have been shown to be highly effective in preventing severe Covid-19 disease, hospitalization, and death. These vaccines have also been shown to be extremely safe. As of the time this policy was issued, the U.S. Food & Drug Administration had granted full approval to the Pfizer vaccine, and had granted Emergency Use Authorization to vaccines produced by Moderna and Johnson & Johnson.

The JATC strongly supports the use of these vaccines to limit the occurrence of severe Covid-19 disease and to prevent the spread of disease to individuals, including children who are too young to be vaccinated and family members who are particularly vulnerable to Covid-19 infection. Further, numerous property owners are requiring workers on construction jobsites to

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be vaccinated to promote jobsite safety for all workers on the site and to reduce the spread of Covid-19 in the workforce and in the broader community. As a result, Covid-19 vaccination is rapidly becoming essential for apprentices to have the broadest possible access to work opportunities. The JATC’s Local Educational Agency, Chabot College, has also adopted a vaccination policy for students and staff. For all of these reasons, the JATC has determined that all apprentices must be vaccinated against Covid-19, subject to certain exemptions, as follows.

**Spring Semester 2022:** All apprentices must be fully vaccinated against Covid-19 before the first day of classes for the spring semester, January 18, 2022, unless the apprentice has been approved for an exemption. “Fully vaccinated” means that at least 14 days have passed since the person received the single-dose Johnson & Johnson vaccine or the second dose of the Pfizer or Moderna vaccines. Therefore, apprentices who have not been granted an exemption must be fully vaccinated no later than January 4, 2022.

Currently, the Covid-19 vaccines are widely available in Alameda County and are free. A list of vaccination locations will be made available to apprentices and posted in the ZNEC.

Apprentices must report their vaccination status to the designated JATC staff person. Apprentices are strongly encouraged to get vaccinated as soon as possible if they have not already done so, and to report their vaccination status to the JATC staff person promptly. Section 3 of this policy addresses the documentation that apprentices must provide and how records will be maintained.

The JATC will grant exemptions from the vaccination requirement where an apprentice has a medical reason, or a sincerely held religious belief, that precludes receiving any of the vaccines against Covid-19. All exemptions must be requested using the exemption request form. The exemption process is addressed in Section 2 of this policy.

Apprentices who are granted a medical or religious exemption to vaccination must obtain a PCR test for Covid-19 once a week and report the test results to the JATC. Testing is available at numerous locations throughout Alameda County. The JATC will maintain a list of testing locations, including locations where testing is available at no charge if it is not covered by the apprentice’s health insurance. The apprentice must be tested on Tuesday or Wednesday of each week that apprenticeship classes are in session, and report the test results to the JATC no later than the start of class time the following Monday, to determine whether the apprentice can attend class the following week. An apprentice who reports a positive test result will not be permitted to attend class the following week. Test results should be reported to Jason Bates (jbates@595jatc.org) or Tara Gonzalez (info@595jatc.org). Test results will be treated as confidential personal medical information.

**Fall Semester 2022:** The vaccination requirement will remain in effect during the fall semester of 2022. New apprentices starting in the program in fall 2022 will be notified about this policy in advance of the start of the fall semester.

New apprentices starting in the fall semester of 2022 will be offered an opportunity to request medical and religious exemptions before the start of the semester.
exemptions that were approved in December 2021 will remain in effect for the fall semester of 2022, but the JATC may require periodic resubmission of exemption requests thereafter. Apprentices with approved exemptions will continue to provide a weekly Covid-19 test result as set forth above.

2. **Exemption Procedures**

   Apprentices who are requesting a medical or religious exemption from the vaccination requirement must submit an exemption request no later than November 30, 2021, using the attached exemption request form. The JATC will evaluate each exemption request on an individualized basis. Apprentices requesting a medical exemption must provide a note from their health care provider describing the medical condition and why it precludes the apprentice from receiving the Covid-19 vaccine. In addition to completing the exemption request form, apprentices may provide any additional documentation in support of their request that they believe would assist the JATC in evaluating their request.

   The JATC may request further information from any apprentice in order to evaluate an exemption request. The JATC may deny the exemption request if the information is not provided.

   The JATC has designated the Training Director to evaluate exemption requests and make a recommendation to the Trustees on whether the exemption should be granted. Each request will be evaluated individually. The Trustees will make the final decisions on exemption requests for the spring 2022 semester at their scheduled meeting on December 13, 2021.

3. **Documentation and Record-Keeping**

   Each apprentice must report their vaccination status to the designated JATC staff member, who is Jason Bates (jbates@595jatc.org). Apprentices may provide their CDC vaccination card (or a photo of the card), a California Digital Covid-19 vaccination record, or another state’s official digital or hard copy vaccination record showing the date the vaccine was received. The JATC staff member will retain a copy of documentation. This documentation will be treated as confidential personal medical information and will be retained separately from the apprentice’s regular apprenticeship file.

   Starting in November 2021, JATC staff will contact apprentices who have not yet reported their vaccination status to ensure that apprentices are on track to comply with this policy.

   Records of all correspondence regarding exemption requests, including notes of phone conversations with an apprentice regarding an exemption request, will be retained. Any personal medical information will be kept securely and separately from the apprentice’s regular file. The only information included in the Union Manager record-keeping system shall be whether an apprentice has been vaccinated or has received an exemption.
The falsification of any documentation relating to an apprentice’s vaccination status or request for exemption is a serious violation of JATC Policies and Procedures, that will result in disciplinary action up to and including termination from the apprenticeship program. It may also be a criminal offense.

4. Implementation

This policy will be distributed to all apprentices. Apprentices will be required to sign the Acknowledgment of Receipt form indicating that they received a copy of policy. The policy will also be posted in the ZNEC, together with lists of vaccination and testing locations. At home test kits will not be an acceptable means of testing. A medical professional, administering a diagnostic PCR test, will be the only acceptable means of testing.

Apprentices should direct any questions regarding this policy to the Training Director.

Important dates:

November 30, 2021 Any apprentice requesting an exemption from the vaccination requirement must submit an exemption request form, with appropriate documentation, to the Training Director.

December 13, 2021 Trustees will decide whether to grant or deny all exemption requests for the spring semester 2022. The apprentice will be promptly notified of the Trustees’ decision.

January 4, 2022 Any apprentice who has not been granted an exemption must have received the single dose Johnson & Johnson vaccine or the second dose of the Pfizer or Moderna vaccines.
## Acknowledgment of Receipt of Policies & Procedures Changes - Exhibit K

## Additions & Revisions - Exhibit J

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

## Apprentice Address Form - Exhibit A

## Apprenticeship Duties and Responsibilities

## Apprentice Responsibility to Keep Records - Article 7

## Apprentices Retained - Article 810

## Attendance and Punctuality Requirements for Classroom - Art 00

## Apprentice Wage Scale - Article 800icle 400

## Attendance and Punctuality Requirements for On-the-Job Work Training Program

## Attendance Requirements

## Basic Tools and Clothing Required - Article 320

## BATT/CPR/First Aid - Article 540-4

## Change of Address - Article 300-3

## Changes in Collective Bargaining Agreement - Article 220

## Chapter 1

## Chapter 2

## Chapter 3

## Chapter 4

## Chapter 5

## Chapter 6

## Chapter 7

## Chapter 8

## Class Absences

## Controversies - Article 215

## CPR/BATT/First Aid - Article 540-4

## Definitions

## Emergency Absences

## Employer and Union Duties and Responsibilities - Article 200

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## Employment Requests/Termination - Article 210

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## Exhibit B

## Exhibit C

## Exhibit D

## Exhibit E

## Exhibit F
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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—without 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