

MOUNTAIN STATES LINE CONSTRUCTORS  
Joint Apprenticeship and Training Committee



# **GOVERNING LINE CONSTRUCTION APPRENTICES**

## **GENERAL POLICY STATEMENT**

*August 2021*

## **Basic Principles**

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

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

## **Responsibility and Authority**

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

## **Director**

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

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

## **Applicants**

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

A qualified applicant, not reached for indenture and currently on the pool list, may re-interview after one year. To qualify for the second interview, eligible individuals must document a significant effort to enhance their position on the pool list. Satisfactory completion of a trade related class or having worked at the trade a minimum of 500 hours qualifies as adequate effort. Any education or experience must have been obtained since the applicant's last interview.

All selected applicants must successfully complete an orientation class, before becoming indentured, as a condition of the apprenticeship offer.

## **Indenture**

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

All new indentures must read and understand the General Policy Statement Governing Line Construction Apprentices and the National Apprenticeship Standards for the Outside Electrical Contracting Industry, sign a Confirmation Statement and Indenture Papers, and return them to the JATC.

## **Probation Period**

For the first 1,750 hours of apprenticeship each apprentice will be on probation. The probationary period is considered a continuation of the selection procedure and during the probationary period either party without the formality of a hearing may cancel the Apprenticeship Agreement.

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

## **Request for Credit**

Applicant/Apprentice may request credit for OJT hours worked in the Outside Electrical Construction Industry. Request must be made when the applicant is indentured and before the end of the probationary period as per the National Standards. To request credit, the individual must have a minimum of 1,000 hours of documented work experience. Requests will be reviewed by a local Subcommittee. Credit given will not exceed the hours outlined below.

Lineman - 100% granted up to 3,500 hours

Operator - 50% granted up to 500 hours

Groundman - 50% granted up to 500 hours

Others (electricians performing outside line work) - 50% granted up to 500 hours

At no time will an accumulated total exceed 3,500 hours

## **Work Assignments**

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

## **Rotation**

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

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

## **Termination of Employment**

Many employer's policies are "no call, no show" result in termination of employment.

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

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

## **Laid Off**

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

Industry in any capacity.

### **Suspension**

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

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

### **Personal Time Off**

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

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

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

Periods extending more than 30 days will follow the hold status policy outlined below. At the discretion of the JATC, an apprenticeship review may be conducted upon return. A status update must be provided by the 5<sup>th</sup> of each month to the JATC, failure to do so will result in Suspension and a performance review.

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

### **Hold Status**

To request an apprenticeship hold, the apprentice must submit a written request to the JATC and notify their employer as soon as possible of the proposed effective date and estimated return to work date. The JATC or employer may or may not be able to accommodate the requested time off. The apprentice may be laid off and replaced with an available apprentice. The apprentice's status will be changed to one of the Holds listed below.

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

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

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

### **Medical Hold**

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

### **Personal Leave Hold**

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

### **Light Duty**

If an employer allows an apprentice to continue to work, including light or restricted duty, the hours worked during that period are not to be recorded and will not be counted towards their apprenticeship.

At the discretion of the JATC, an apprenticeship review may be conducted upon return. A status update must be provided by the 5<sup>th</sup> of each month to the JATC, failure to do so will result in Suspension and a performance review.

To return to Full Duty status, the apprentice must notify the JATC. A Fitness for Duty Examination Medical Release Form will not be required.

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

### **Subcommittee Meetings**

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

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

### **Apprentice Location & Status**

Any change in an apprentice's status, having an effect on the individual's performance, completion or adherence to policies of the Training Program, must be reported to the JATC, immediately. This includes illness, injury, driving status, etc.

Each apprentice shall inform the JATC immediately of any change of address or telephone number. Any apprentice who fails to keep the JATC informed as to their present location is subject to disciplinary action.

Any apprentice who is absent from their workplace must immediately inform their employer and the JATC with an explanation for the absence. Violation of this rule may result in suspension.

### **Duties of First Period Apprentice**

A first period apprentice shall learn the proper care of climbing tools and to climb and work aloft. The opportunity for an apprentice to develop the climbing skills will be provided on the job, at practice pole yards or both.

The apprentice will learn the proper care of tools and equipment, general safety rules and precautions, various knots and slings, and the use of hand signals; and will be assigned other duties normally performed by apprentice lineman.

The apprentice will furnish the tools necessary to perform the work of apprentice lineman. All tools must meet acceptable industry standards.

### **Climbing Training & the Use of Fall Arrest at the Training Facilities**

Several methods of climbing will be taught and practiced at the training facilities to include but not limited to free hand, using a traditional positioning strap, as well as fall arrest systems. With the exception of rescues, where a fall arrest system could hamper the rescue, fall arrest systems will be utilized while working aloft.

### **Hot Work**

All on-the-job training of apprentices will be in compliance with the Outside Area Training Agreement Article I.

Apprentices will be considered a “Non-Qualified” or “Cold” apprentice until they have completed the MSLCAT Hot Qualification Program. Cold apprentices will only be allowed to work voltages up to 500 volts and under the direct supervision of a journey-level worker.

Upon completion of the MSLCAT Hot Qualification Program, apprentices will be allowed to work voltages above 500 volts under the direct supervision of a journey-level worker. Hands on work on voltages over 500 volts will be considered “Hot Time.” Program completion requires 650 hours of documented hands-on hot time.

### **Monthly Work Report**

Each apprentice is required to submit an online Work Report for every month during their apprenticeship. Work Reports are due by the 1<sup>st</sup> day of the following month, no later than the 5<sup>th</sup>.

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

Apprentices out of work shall submit a Work Report showing no work performed using one of these options: Laid Off, Terminated, Suspended, Quit, Military Duty, Medical Leave, Light Duty, or Leave of Absence.

No credit will be given for Work Reports submitted online after the 5th day of each month. Late reports will not be used to calculate future advancements. Incomplete Work Reports may be treated the same as late reports at the discretion of the Director. Excessive late reports may be cause for cancellation.

### **Job Evaluation Reports**

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

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

## **Advancement**

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

1. At least six (6) months' time spent in each period of apprenticeship.
2. At least 1,000 hours on-the-job training in each six (6) month period. Accumulative hours may be used, at the discretion of the Director.
3. Satisfactory progression of Related Training.
4. Must be up to date on all certifications (CDL, First Aid, CPR, DOT Medical Examiner's Certificate).
5. All fees paid to the JATC.
6. Passing grade on all applicable step tests.

### **Related Training: Online Workbooks**

Each apprentice shall complete the online workbook as scheduled by the Director. Workbook lessons are due on the Wednesday before class by 10:00 PM Mountain Time. Each workbook will be graded on a percentage basis with the stipulation that all lessons must be completed to post a satisfactory grade. An apprentice must receive a satisfactory grade (75%) on each workbook to be considered for advancement. Anyone verifiably caught cheating may be canceled.

### **Related Training: Tests**

Each apprentice will complete workbook tests as scheduled by the Director. Test scores will be averaged for the school year. An average grade of 80% will be considered a passing grade.

Apprentice's not maintaining a minimum average of 80% may be requested to appear before a Subcommittee for a Performance Review. At the discretion of the Subcommittee, an apprentice posting an average yearly score under 80% for the school year may be allowed to retake the lowest scored unit exam, and, if necessary, the final related training exam. Scores posted for the re-taken exams will be used to re-calculate the apprentice's annual average. Any apprentice posting a re-calculated average yearly score under 80% will be canceled from the program.

### **Related Training: Classes**

All apprentices are required to attend all field and classroom training classes held by the Training Program.

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

All requests to be excused from class must be approved by the JATC. Each unexcused absence will result in no credit for one month of on-the-job training hours. Absenteeism may be cause for cancellation from the Program.

During the term of apprenticeship, each apprentice will be required to attend a Construction Organizing Membership Education Training (COMET) class. Attendance must be verified in order to complete the Program.

## **Step Tests**

Each apprentice shall satisfactorily complete step tests as scheduled by the Director.

## **Five State Exam Board Test**

Apprentices shall be allowed to take their Five State Exam Board Test where and when notice is given by the Director and only if the following criteria has been met:

1. Must be a seventh step apprentice. An apprentice may be allowed to graduate from the Training Program prior to completing the seventh step six-month time in grade requirement, provided the criteria has been met in addition to having passed the Five State Exam Board Test.
2. Must have a minimum of 7,000 total hours and 650 hot hours.
3. Must have completed all related training.
4. Must have completed certification training for OSHA 10 ET&D, Comet, Rigger/Signal Person, and EICA Certification classes.
5. Must be current on CDL, First Aid, CPR, and DOT Medical Examiner's Certificate.

The minimum passing grade for anyone taking the Five State Exam Board Test is 75%.

### **First Test**

No charge for the initial test.

Apprentice's failing their initial test:

- retake test.
- OR before retesting required to attend a Subcommittee which could result in disciplinary action and possible cancelation.
- any further actions will be at the discretion of the Examiners.

### **Second Test**

If allowed to take the test a 2<sup>nd</sup> time, the apprentice will be charged a \$100.00 fee.

Apprentice's failing the test a 2<sup>nd</sup> time:

- before retesting required to attend a Subcommittee which could result in disciplinary action and possible cancelation.
- any further actions will be at the discretion of the Examiners.

### **Third Test**

If allowed to take the test a 3<sup>rd</sup> time, the apprentice will be charged a \$250.00 fee.

Apprentice's failing the test a 3<sup>rd</sup> time:

- before retesting required to attend a Subcommittee which could result in disciplinary action and possible cancelation.
- in addition could be suspended.
- any further actions will be at the discretion of the Examiners.



## **First Aid and CPR**

Each apprentice must complete a recognized First Aid and CPR Course within 90 days of being indentured. A copy of the completion certificate is to be forwarded to the JATC for the apprentice's file. A current First Aid and CPR certificate will be required to be eligible for advancement.

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

## **CDL Requirement**

Applicants applying to the program must have a valid Class A Commercial Driver's License (CDL) with no restrictions on engine, brake, transmission type, or tractor trailer. Permits will not be accepted. Applicants must provide a current copy of their DOT Medical Examiner's Certificate.

An apprentice should possess and maintain a valid CDL. Any changes to driving status must be reported to the JATC, immediately. Loss of CDL may be cause for suspension.

Renewed documents must be provided to the JATC. A current CDL and DOT Medical Examiner's Certificate will be required to be eligible for advancement.

## **Military Service**

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

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

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

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

Veterans may apply for assistance through the Veterans Administration.

## **Leaving the Jurisdiction of the JATC**

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

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

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

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

## **Union Activities**

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

## **Overpayment of Wages**

Under no circumstances shall an apprentice receive more pay than the amount specified for their apprenticeship period in the current Labor Agreement.

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

## **Controlled Substances**

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

## **Harassment**

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

## **Personal Conduct**

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

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

Therefore, any violation of a legal statute or related JATC policies or procedures will result in appropriate disciplinary action, which may include termination from the program and legal action for civil or criminal penalties.

## **Tuition Agreement**

All apprentices indentured on, or after, May 3, 2004, shall be required to approve the applicable Tuition Agreement and comply with its terms and current policies of the JATC.

WHEREAS, the Mountain States Line Constructors Joint Apprenticeship and Training Committee (hereinafter "Committee") sponsored by signatory Local Unions 12, 44, 57, 111, 113, 291, 322, 449, 532, and 768 in the Vice Presidential District Eight of the International Brotherhood of Electrical Workers and Western Line Constructors Chapter of the National Electrical Contractors Association, Inc. and the indentured Apprentice (hereinafter "Apprentice") understand and agree that the Committee will expend significant sums of money and service for the training of the Apprentice in the specialized skills necessary for employment as a journeyman lineman in the Outside 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 cost should be shared, in part, by the Apprentice in the amount set forth in Tuition and Books Paragraph hereto which will constitute the Tuition payable by the Apprentice for the training; and

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

WHEREAS, the Tuition amount for the Apprentice's subsequent years of training will be calculated on or before the anniversary date of this Agreement and a new Agreement for that amount will be sent to the Apprentice and the Apprentice agrees to promptly execute such new Agreement in order to continue training; and

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

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

#### **Tuition and Books**

The Committee and the Apprentice hereby agree that: The tuition the Apprentice will pay for the years of training covered by this Agreement is set forth in Tuition Payment by Payroll Deduction Paragraph herein which is the cost to the Apprentice of the training, which includes but is not limited to, necessary equipment, maintenance, and the cost of operating the training facility, instructors' salaries, program administration, textbooks and related materials (except for individual special equipment, tools and clothing, moving and other living expenses due to reassignments to geographic areas to receive training, none of which are a part of the tuition and which is the Apprentice's responsibility). The Apprentice will execute this Agreement prior to the commencement of training and pay all amounts of tuition concurrent with the years of training as provided herein or on a payment schedule acceptable to the Committee.

#### **Tuition Payment by Payroll Deduction**

The tuition the Apprentice will pay for the training covered by this Agreement is a weekly payment of **\$30.00 (Thirty)** due for each week during the apprenticeship the Apprentice is employed by a Contributing Employer; said amount to be authorized by the Apprentice to be withheld by the Employer for whom the Apprentice started the week from the Apprentice's wages and paid by Employer to the Mountain States Line Constructors Joint Apprenticeship and Training Trust Fund.

#### **Term of Training**

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

#### **Subsequent Years of Training**

The Committee shall determine the cost of the training, necessary equipment, maintenance, and cost of operating the training facility, instructors' salaries, program administration and related materials for each period of training on or before the expiration of this Agreement. The tuition

assessed by the Committee shall not exceed the Apprentice's representative share of that determination of the costs of the Program. The tuition shall be the amount set forth in a new agreement the Apprentice shall execute for that period of training. Nothing herein will preclude the Committee, in its discretion, from discontinuing or amending the grant, refund or payment provisions herein in future agreements, at its own discretion.

### **Breach of this Agreement**

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

### **Termination from Training Program**

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

### **Arbitration**

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

### **Waiver of Breach**

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

### **Electrical Industry**

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

**THIS POLICY IS A CHANGING AND DEVELOPING DOCUMENT. SUPPLEMENTS WILL BE ISSUED AS CHANGES OCCUR.**

Revision dates: 1/92, 1/94, 1/95, 2/96, 9/96, 5/97, 11/97, 5/99, 11/99, 6/02, 7/02, 11/03, 5/04, 7/04, 9/04, 6/06, 1/07, 4/07, 7/07, 8/07, 11/09, 2/12, 8/12, 11/15, 9/18, 1/19, 4/19, 1/20, 7/20, 11/20, 6/21, 8/21