



California Nevada JATC

Rules & Regulations

for

Apprentice Lineman



January 2023

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Rules & Regulations

Preamble

The National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers (IBEW) have come together to form the California-Nevada Joint Apprenticeship Training Committee (JATC). The intent of this collective training operation is to provide the outside electrical powerline construction industry with a safe, knowledgeable, skilled and quality workforce. The area this program covers is established as the jurisdictional areas of Local Unions 1245, 47 and 396 of the IBEW, within the part of the Western Line Constructors Chapter of NECA.

EEOC Pledge

The California-Nevada JATC does not, and will not, discriminate against an apprentice or applicant, or any other participant in the California-Nevada programs and services, on the basis of race, color, religious creed, national origin, marital status, military or veteran status, sex (including pregnancy) gender, gender expression gender identity, sexual orientation, age (for individuals over 40 years of age), genetic information, medical condition, physical or mental disability, or any other category protected by applicable law with regard to any aspect of its apprenticeship or training programs, including, but not limited to: recruitment, outreach, and selection procedures; grading, assessment, and advancement; on-the-job opportunities and assignments; rates of pay; imposition of penalties or other disciplinary action and termination; and any other benefit, term, condition, or privilege associated with apprenticeship or training.

Accommodations

The California-Nevada JATC is committed to comply with the requirements of the ADA and other laws protecting persons with disabilities. The California-Nevada JATC will not discriminate against persons with disabilities in its testing or training opportunities. Reasonable accommodations will be provided unless they impose an undue hardship or result in a fundamental alteration of the program. Any apprentice requesting disability accommodations must submit the request in writing to the JATC detailing the accommodation(s) along with supporting documentation from their medical professional. If the requested accommodation(s) are not granted, an Interactive Process Meeting will be held.

ARTICLE I Introduction

Section 1.01: It is mandatory that each apprentice have the necessary reading and comprehension skills to understand the Rules & Regulations and required course material. Any apprentice failing to demonstrate this ability will be removed from the program.

Section 1.02: The California-Nevada Joint Apprenticeship Training Committee (JATC), assembled, has adopted these Rules & Regulations to help guide apprentices as they progress through the Power Linemen Training Program.

Section 1.03: In accordance with Section 4, Paragraph J, of the Registered Standards:

“The JATC shall adopt written Rules & Regulations and applicable procedures that set out the rights and responsibilities of applicants, apprentices or other participants, and applicable procedures.”

Section 1.04: The rules and policies of the Committee as presently in existence, or as may be adopted from time to time, shall have full force and effect under these Rules & Regulations until revised or terminated by the Committee.

Section 1.05: All apprentices are required to read, understand and follow the current Rules & Regulations.

Section 1.06: False statements on any record submitted to the JATC Office, may result in a hearing with the Committee and/or an apprentice having their indenture cancelled.

Section 1.07: Correspondence such as layoff, terminations, medical or family leave (future or present), etc. MUST be sent to the general email at: mail@calnevjatc.org for proper notification within 48 hours. Notification to any other email address or member of the JATC either written or verbal, will NOT be considered as proper notification.

Section 1.08: It is the apprentice's responsibility to check their postal mail box, email, phone voicemail and texts on a frequent basis (every day or two) in order to assure prompt response to any communication from the JATC office. Apprentices may be subject to disciplinary actions as a result of missed communications from the JATC.

Section 1.09: Any apprentice who fails to keep the JATC office informed as to their present location/contact information is subject to Progressive Discipline.

ARTICLE II Definitions

Section 2.01: The terms used in these rules shall be interpreted in the most commonly accepted sense consistent with the electrical industry. "Shall," "must," and "will" are used to indicate the provisions which are mandatory.

Section 2.02:

"Cancelled" means removal from the program and termination of the Apprenticeship Agreement.

"Disciplinary Actions" are the consequences for an "offense" (violation of the Rules & Regulations) in this document, of the Cal/Nev JATC, applicable law or the employer's policies. Disciplinary Actions may be progressive in nature (see "progressive discipline") or may be defined by other specific sections of this document and can include but is not limited to time off, making up tests and/or assignments, "suspension" from work, removal from the program ("cancelled"), or part of the "progressive discipline" process as may be defined in any section of this document, or as determined by a hearing for the apprentice (within the bounds of this document).

"Hot Time" is the period during which the apprentice is working on or near (within the primary zone) a circuit or apparatus which is energized in excess of 600 volts for the purpose of installing, removing, transferring or performing maintenance on said electrical apparatus.

Hot Time shall begin when the apprentice is positioned, in proximity, to commence working on said apparatus and cease when the work is completed, and the apprentice is no longer in proximity to the conductors or apparatus.

Climbing through circuits which have been safely and adequately covered by other workers, and working near circuits which are, by our safety rules, not required to be covered or barricaded, shall not be considered as Hot Time.

“**Lay Off**” means no longer employed due to: lack of work, job completion, rotation by JATC, etc. – eligible for rehire.

“**Monthly Progress Report**” (MPR) means the monthly work record apprentices are required to submit each month. MPRs are due for periods of suspension and unemployment.

“**Offense**” means a violation of the rules. See Progressive Discipline.

“**Progressive Discipline**” Discipline shall generally be of a progressive nature. Progressive Discipline will affect, and be enforced with regard to all rules with the following exceptions:

1. Article XVI - Job Assignments
2. Article XIX - Termination of Employment
3. Article XXVI - Sub-Committee Hearings
4. Any rule or section that indicates automatic discontinuance, cancellation, termination or other disciplinary penalty.

NOTE: Offenses include, but are not limited to the following: class absences, failed unit test(s), failed, incomplete or late unit assignment(s) (workbooks), etc.

In addition, the accumulation of offenses will be limited to each school year, with the exception of late/no MPRs. (Offenses for MPRs are on a calendar year schedule. See Article X)

The **first offense** shall result in a letter of reprimand from the JATC Office.

The **second offense** shall result in one day off the job and a hearing arranged by the JATC.

The **third offense** shall result in the apprentice being suspended for a period of one week and a hearing arranged by the JATC. NOTE: The suspended apprentice may be replaced by another apprentice.

The **fourth offense (or greater)** shall result in the apprentice being suspended from their employment (will still attend classes) until the next regularly scheduled Sub-Committee hearing, at which time the apprentice may be considered unsatisfactory and may have their apprenticeship cancelled.

“**School Year**” is the schedule of dates as provided on the California-Nevada JATC website under “Apprentice Class Schedules”. The school year is typically from August 1st through July 31st.

“**Status**” is the present state of the apprentice. See below for status categories.

Active: means the apprentice is employed or available and ready for work.

Suspended: means the apprentice is terminated or removed from the job and not eligible for a Job Assignment.

Medical Hold: means an apprentice is under a doctor’s care and/or not able to perform the duties of an apprentice lineman due to medical reasons (includes restriction(s) and/or light duty). (See Article XI for further details.)

Personal Time Off: means taking time off of work for 90 days or less. (See Article XII for further details.)

Leave of Absence: means taking time off of work in excess of 90 days. (See Article XIII for further details.)

Military Service: means taking time off of work due to official military orders. (See Article XIV for further details.)

“Step Advancement” aka **“Step Increase”** means the increase from one step to the next step until the Completion test.

“Step Advancement Test” means a written test on general information that an apprentice should have retained during each period of their apprenticeship.

“Suspension” means the apprentice’s ability to work as an apprentice lineman has been revoked by the JATC. The suspended apprentice may be replaced by another apprentice. Apprentices suspended for up to 90 days will still complete MPRs, attend classes and take tests. However, if the suspension is 90 days or more, due to a violation of the Drug and Alcohol Policy or Commercial Drivers’ License (“CDL”) status change, the apprentice will not attend classes, submit MPRs or take tests until their suspension is lifted.

NOTE: Eligibility for employment will begin when the suspension is lifted. An apprentice serving a suspension shall not work under any collective bargaining agreement between the parties. Violation of this will result in cancellation from the program.

“Termination of Employment” means discharged by an action of the employer – due to a disciplinary action.

“Unit Assignment” means the blended learning unit (online workbook) in the supplemental educational phase of the training.

“Voluntary Withdrawal/Resignation” means a written request by the apprentice to have their indenture cancelled.

“Writing” Any policy that references communication in writing, means either written on paper, fax or an email.

ARTICLE III Probationary Period

Section 3.01: The first 1750 hours of employment following indenture shall be the probationary period. During this period, the Apprenticeship Agreement may be cancelled by either party, without the formality of a hearing.

NOTE: The probation period does not include previous experience or hours.

Section 3.02: Apprentices cancelled during their probationary period do not have the right to appeal the Committee’s decision.

Section 3.03: Apprentices may still be cancelled, by either party, after the probation period.

ARTICLE IV Required Certifications/Licenses

Section 4.01: All apprentices are required to maintain current First Aid and CPR certifications from approved providers (Examples: American Heart Assoc., Coyne, Medic First Aid, Red Cross, etc.)

NOTE: On-line or hybrid courses for First Aid and/or CPR will not be accepted.

Section 4.02: First Aid and CPR classes are typically scheduled on the second Friday of each month. Check the current "Class Schedule" posted on the California-Nevada JATC website. Apprentices may obtain First Aid and/or CPR cards from other resources as long as they are from approved providers.

Section 4.03: CPR cards will only be recognized for a period of one year from the date the course was completed, regardless of the expiration date issued on the card. First Aid cards will be recognized for the dates that are issued on the card.

Section 4.04: If the JATC does not receive a copy (front and back) of the active apprentice's current/updated First Aid and/or CPR card(s) on, or prior to the expiration date, they will be removed from the job and will not be eligible for job assignments until the JATC receives a copy of the current/updated First Aid and/or CPR card(s).

Section 4.05: Apprentices must obtain and provide the JATC a copy of their OSHA 10-hour Electrical Transmission and Distribution (ET&D) card within (3) three months of indenture. If the JATC does not receive a copy of the apprentice's OSHA 10-hour Electrical Transmission and Distribution (ET&D) card on or before the aforementioned date, they will be removed from the job and will not be eligible for job assignments until the JATC receives a copy of the OSHA 10-hour Electrical Transmission and Distribution (ET&D) card.

Section 4.06: Before the end of their probation period, all apprentices will be required to have and maintain a valid and unrestricted Class A CDL during their entire apprenticeship. If an apprentice's CDL is revoked, suspended or restricted, they will not be allowed to work, attend any JATC classes, or take JATC tests until their current DMV driving record is received in the JATC office indicating that their CDL is valid and unrestricted. If the apprentice is still in violation of this section after 60 days, they will be scheduled for a Sub-Committee hearing and may have their indenture cancelled.

Section 4.07: Apprentices must notify the JATC office immediately if their driver's license is revoked, suspended, restricted, or if their license is pending DMV review for a DUI/DWI related arrest, medical related issue, or if they have any other change in their license status. The apprentice must notify the JATC, within 48 hours, if they are suspected of and/or arrested for driving under the influence by any member of law enforcement (or if they have any change to their license status). Any apprentice falling under any of the above-mentioned circumstances will be suspended immediately and scheduled for a Sub-Committee hearing.

ARTICLE V Related Instruction & Class Schedule

Section 5.01: The supplemental educational phase of the training will be through home study and related classroom instruction.

Section 5.02: The classroom (not pole yard) schedule will be posted on the California-Nevada JATC website, as soon as it becomes available, for the upcoming school year. Unless otherwise specified, all week long classes

(classroom and pole yard) will be on a Tuesday through Friday schedule, starting at 6:00am (PST) and running to 4:30pm (PST) each day.

Section 5.03: Apprentices will be required to complete, and pass, all scheduled units each school year. Special classes may be arranged as needed.

Section 5.04: Other than Riverside and Woodland, classes may be held in other areas as announced.

Section 5.05: Apprentices who miss more than (3) three consecutive classes in a semester may not receive credit for the semester and may be required to repeat the entire year. In addition, the apprentice may be reassigned to a new class.

ARTICLE VI Unit Assignments “Workbooks”

Section 6.01: Each apprentice shall complete their scheduled unit assignment no later than one week prior to their class start date or as otherwise scheduled by the JATC.

Section 6.02: Each unit assignment shall be completed in order and submitted prior to testing.

Section 6.03: For any unit assignment that the apprentice gets less than 80% for the unit average **on their first attempt**, they will be required to retake those lessons until the unit assignment average is at or above 90% and will be subject to Progressive Discipline. The apprentice will receive an offense and a 30-day hold towards their next step advancement.

Section 6.04: If the apprentice does not obtain a passing grade by the due date/time, completes the unit assignment late (after the due date/time), or the unit assignment is incomplete by the due date/time, the apprentice will be subject to Progressive Discipline, receive two (2) offenses and a 30-day hold towards their next step advancement. They will be required to complete their unit assignment with a passing grade within one week of the original due date. If not complete with a passing grade after the one week extension, the apprentice will be suspended and attend a Director’s hearing.

Section 6.05: Lost, stolen or damaged reference books will not be replaced by the JATC.

ARTICLE VII Unit Tests

Section 7.01: The apprentice shall be administered each unit test as scheduled by the JATC.

Section 7.02: A minimum passing grade of 80% is required for all unit tests including Rigging and Finals.

Section 7.03: Should the apprentice fail a workbook, final or rigging test, they will be required to retake the test the following morning at 6:00am, or as directed by the JATC and the apprentice will be given an offense and be subject to Progressive Discipline. If an apprentice fails the second attempt, they will be dismissed from class and will be rescheduled for a later make-up class as assigned by the JATC and subject to Progressive Discipline.

Section 7.04: Any two (2) failed tests (per year of workbooks i.e. 1st, 2nd, 3rd) are subject to Progressive Discipline and will result in a hearing arranged by the JATC.

Section 7.05: Three (3) tests failed (per year of workbooks i.e. 1st, 2nd, 3rd) are subject to Progressive Discipline and will result in a suspension and a Sub-Committee hearing arranged by the JATC.

Section 7.06: The apprentice must pass all unit tests prior to entering the next school year or they may be required to repeat the entire year.

Section 7.07: Textbooks for the following year will be issued at the year-end final class.

Section 7.08: Cheating will not be tolerated. Apprentices caught cheating will be suspended from the program until a Sub-Committee hearing is arranged. If an apprentice is caught cheating while on school premises, they will be removed from class immediately.

Section 7.09: Jeopardizing test(s) in any way is prohibited and will result in suspension from the program, a Sub-Committee hearing arranged by the JATC and may result in legal action, including criminal charges. This includes but is not limited to: removing tests from exam site, copying, recording or taking pictures of test(s) and/or compromising any test in any way.

ARTICLE VIII Tardy Policy for School

This includes all scheduled school obligations (i.e. Workbook classes, Pole Yard classes, Step tests, OSHA classes, First Aid/CPR etc.).

Section 8.01: Any tardy in excess of 30 minutes, will be considered an unexcused absence, result in the apprentice being dismissed and subject to Progressive Discipline. The apprentice will receive an offense and a 30-day hold towards their next step advancement.

Section 8.02: Any tardy less than 30 minutes, including, but not limited to: arriving late to school, leaving class early, returning late from breaks and/or lunch will be disciplined as noted in Section 8.03.

Section 8.03: Tardy Progressive Discipline (per school year)

1st time late up to 30 minutes = Written Warning

2nd time late up to 30 minutes = Offense

3rd time late up to 30 minutes = Director's Hearing

4th time late up to 30 minutes = Dismissed, Unexcused absence, Offense, 30-day hold towards their next step advancement

ARTICLE IX Absence Policy

Section 9.01: The apprentice must contact their employer, as soon as it is realized and possible, to notify them of their absence. Many employer's policies are a "no-show & no-call" will result in termination of employment.

Section 9.02: If an apprentice plans to take any time off from work, it must first be brought to the attention of the employer. The employer may or may not be able to accommodate the absence request. If not, the apprentice may be laid off and replaced with another apprentice.

Section 9.03: In the event that emergency work causes an apprentice to miss scheduled class, the General Foreman (or Superintendent) must contact the JATC to confirm the emergency work. The General Foreman (or Superintendent) may be asked to provide a copy of the company time sheet validating the apprentice's time.

Section 9.04: Apprentice planned time off (Examples: Vacation, weddings, etc.) may conflict with the scheduling of apprentice classes. Therefore, in order for the apprentice to avoid a possible scheduling conflict, the JATC must be notified in writing of the planned time off with the date(s) and reason no less than three weeks BEFORE the start date of that class.

If the apprentice does not send in the proper notification for the planned time off in writing, and the apprentice does not attend class, it will result in an unexcused absence and the apprentice will be subject to Progressive Discipline. The apprentice will receive an offense and a 30-day hold towards their next step advancement.

NOTE: An apprentice must still note the absence with the corresponding date(s) and the reason(s) on their Monthly Progress Report.

Section 9.05: If an apprentice has an unplanned event that will affect their attendance for their scheduled class day, the apprentice must provide written verification to the JATC. (Examples: Doctor's note, vehicle repair receipt, etc.) Verification must be received by the JATC within 48 hours of that scheduled class. Upon validation by the JATC, the apprentice will have an excused absence and Section 9.07 will apply.

Section 9.06: If a scheduled class is missed without prior approval by the JATC, it will result in an unexcused absence, the apprentice will be subject to Progressive Discipline and receive a 30-day hold towards their next step advancement. Section 9.07 will apply.

Section 9.07: Should an apprentice miss or be dismissed from class, a make-up date will be scheduled for a later class as assigned by the JATC.

ARTICLE X Monthly Progress Reports (MPR)

Section 10.01: Each MPR shall be filled out on-line through the apprentice's Web Services account correctly showing the amount of hours worked, in the proper category, for each day on a monthly basis. Each month, the apprentice shall email their completed MPR to the Foreman of their crew for the confirmation of their hours submitted, rating of performance and comments.

Section 10.02: Any day of the month that the apprentice reports less than 8 hours (this includes scheduled class), must be explained in the "apprentice comments" section of the Monthly Progress Report (excludes weekends and contract recognized holidays within the current working jurisdiction). The explanation must specify the date of absence and/or date range of absences, followed by the reason.

Section 10.03: The hours submitted by the apprentice will be cross-checked with the hours submitted by the employer(s) to the JATC. If there is a discrepancy in hours, an investigation will begin in order to clarify the discrepancy. All apprentices will be expected to retain pay check stubs for the past 90 days in order to validate possible discrepancies. If the investigation reveals that the apprentice falsified reported hours, Section 1.06 will apply.

Section 10.04: The apprentice must confirm with their Foreman that they (Foreman) have received the MPR by the 5th of the following month. If the MPR is sent to the wrong email and/or the Foreman does not receive it by the 5th, it will result in Progressive Discipline. Hours reported on late MPRs will not count towards apprentice step hours.

Section 10.05: If the Foreman should reject the MPR as submitted by the apprentice, the apprentice must resolve the issue(s) and resubmit the MPR back to the Foreman within 48 hours of the rejection date. If not, the apprentice will be subject to Progressive Discipline.

Section 10.06: Any apprentice with two MPRs late in a calendar year shall be suspended from the program for a minimum of 60 days beginning at the date of the infraction. The Committee will determine if the suspension should be extended. Upon request by the employer, the apprentice will be replaced.

Section 10.07: An apprentice who is unemployed at the end of the month, shall continue to submit their MPR showing hours of work performed for that month, if any, and by selecting the “Lay off” option in the Unemployed field of Web Services.

Section 10.08: JATC classroom and pole yard hours are not counted as worked hours. These hours are NOT to be recorded on the MPRs.

ARTICLE XI Medical Hold

Section 11.01: If an apprentice is injured or sick and will not be able to attend classes, (or missing class to care for a family member), then the apprentice must seek the care of a medical professional. The JATC must be notified in writing as soon as possible of the condition, effective date and the estimated return-to-duty date. The apprentice’s status will be changed to: Medical Hold status.

Section 11.02: Apprentices must be able to perform all of the essential duties of their apprenticeship in order to receive credit for hours worked. Apprentices on Medical Hold, including light or restricted duty, will not be allowed to attend any JATC classes or take tests while on Medical Hold.

NOTE: If the employer can provide light duty, restricted or some other type of work and the apprentice continues working, the hours worked during that period are not to be recorded and will not be counted towards their apprenticeship.

Section 11.03: If the Medical Hold, light or restricted duty lasts for an entire calendar month(s), per the estimated return-to-duty date, the apprentice will not be required to submit the MPR for that/those calendar month(s).

Section 11.04: In order to resume Active status, the apprentice must provide the JATC with the completed Fitness for Duty/Medical Release Form signed by a medical professional stating that the apprentice is released

to return to work and is able to perform the duties of an apprentice lineman. This form cannot be dated more than 7 days prior to the return to work date listed on the release. Pending doctor appointments constitute that the apprentice is still under the care of a medical professional and is not fully released.

Section 11.05: Apprentices coming off of Medical Hold will have their class status reviewed by the JATC and will be notified of any make-up classes and/or re-assignment to a different class. The apprentice will resume submitting their MPR the month they are released from their Medical Hold. In addition, they must submit a current DMV printout (dated within 7 days) of their driving record prior to being sent out to work.

ARTICLE XII Personal Time Off- up to 90 days

Section 12.01: If personal events require an apprentice to take time off from work and/or class, (up to 90 days) the apprentice must contact their employer, as soon as it is realized and possible, to notify them of the absence. Many employer's policies are a "no-show & no-call" will result in termination of employment.

Section 12.02: The employer may or may not be able to accommodate the requested time off. If not, the apprentice may be laid off and replaced with another apprentice (if a replacement is available).

Section 12.03: Depending on the reason for the personal time off, the apprentice may elect to continue attending classes. If the apprentice is going to miss class, the JATC must be notified in writing of the planned time off with the date(s) and reason BEFORE any class date is scheduled for that apprentice. If the apprentice does not send the notification in writing or it is received after the class schedule is published (or after a letter is sent to attend a week-long class), and the apprentice does not attend a class, it will result in an unexcused absence and the apprentice will be subject to Progressive Discipline.

NOTE: An apprentice must still note the absence with the corresponding date(s) and the reason on their Monthly Progress Report.

Section 12.04: If an apprentice is requesting time off due to FMLA (Family Medical Leave Act) or CFRA (California Family Rights Act), they must contact their employer, as soon as it is realized and possible, to notify them of the absence. If this leave/time off conflicts with a scheduled class or classes, the apprentice must notify the JATC in writing (within 48 hours) in order to be excused for that class or classes and rescheduled accordingly.

ARTICLE XIII Leave of Absence- longer than 90 days

Section 13.01: If personal events require an apprentice to take time off from work and class, (for 90 days or longer) the apprentice must contact the employer, as soon as it is realized and possible, to notify them of the absence. Many employer's policies are a "no-show & no-call" will result in termination of employment. The apprentice must notify the JATC in writing (within 48 hours) of the Leave of Absence request with the start date and expected ending date along with the reason.

Section 13.02: The employer may or may not be able to accommodate the absence period. If not, the apprentice may be laid off and replaced by another apprentice.

Section 13.03: The Committee will review the apprentice’s request for the Leave of Absence. The apprentice may be required to appear before the Sub-Committee to discuss their request.

Section 13.04: Apprentices on a Leave of Absence will not attend JATC classes, submit MPRs or take tests until their Leave of Absence is completed.

Section 13.05: Apprentices coming off of a Leave of Absence will have their class status reviewed by the JATC and will be notified of any make-up classes and/or re-assignment to a different class. The apprentice will resume submitting their MPR for the month their leave ends. In addition, they must submit a current DMV printout (dated within 7 days) of their driving record prior to being sent out to work.

ARTICLE XIV Military Service

Section 14.01: An apprentice who is called to serve for military duty shall immediately notify the JATC by sending a copy of their military orders. The apprentice’s Active status will be changed to Military Service status.

NOTE: This does not apply to “One Weekend a Month” training for National Guard or Reserves, unless it conflicts with a current scheduled class.

Section 14.02: Apprentices returning from military duty will notify the JATC in writing and their Military Service status will be changed back to Active status per USERRA guidelines.

Section 14.03: If the military duty lasts for an entire calendar month(s), the MPR for that/those calendar month(s) will not be required. The apprentice will resume submitting their MPR for the month they return.

Section 14.04: Apprentices returning to Active status from Military duty will have their class status reviewed by the JATC and will be notified of any make-up classes and/or re-assignment to a different class.

ARTICLE XV Apprentice Location

Section 15.01: The apprentice shall keep their personal information (address, email and phone number) updated on their Apprentice Web Services account.

Section 15.02: The apprentice shall inform the JATC office (within 48 hours) of any change or transfer of reporting local union jurisdictions on any job. Failure to comply will result in an offense and Progressive Discipline.

ARTICLE XVI Job Assignments

Section 16.01: The JATC jurisdictional area for job assignments is set forth as inclusive of the three Local Union (47, 396 and 1245) jurisdictions.

Section 16.02: Apprentices shall receive employment as designated by the JATC office. Upon notice of job assignment to the employer, each apprentice shall report to the job headquarters as instructed. **Refusal to report to work as directed will result in termination from the program.**

Section 16.03: Apprentices are expected to work all the scheduled job hours for their normal crew, even if the hours worked changes from time to time. Apprentices are not expected to work (but may, if they choose) after hours (call-outs) or may help a different crew after completing a shift with their normal crew.

Section 16.04: Apprentices shall not resign from any place of employment. This will automatically cancel their apprenticeship and will be accepted as a resignation.

ARTICLE XVII Rotation of Employment

Section 17.01: When notice is given, an apprentice shall go to their new place of employment on the date and time assigned by the JATC. The Local Union and the Contractor(s) involved shall be notified by the JATC prior to transferring any apprentice.

ARTICLE XVIII On-The-Job Training Rules

Section 18.01: All work shall be performed (except where noted) under the supervision of a Journey-Level worker. Supervision should not be of such nature as to prevent the development of responsibility and initiative.

Section 18.02: All apprentices shall perform work both on the ground and aloft, (including climbing, bucket and/or helicopter) and underground (protected trenches and vaults) to assure suitability for the trade. The apprentice may do all work that is the normal duty of the Journeyman Lineman, but accordingly within their current step level.

Section 18.03: The tasks may be performed in all types of line work, which includes Distribution, both Overhead and Underground, Oil Field/Refinery, Light Rail or Trolley, Wood Pole Transmission or Steel Tower Transmission, and Substation.

Section 18.04: The apprentice will be instructed and given the opportunity to operate all equipment used in line construction. This will apply to all work categories of the program.

Section 18.05: 1st through 3rd step level apprentices are considered “cold” and are not permitted to climb through or work above energized primary work zones.

Section 18.06: 1st step apprentices are not permitted to work on **any** energized parts.

Section 18.07: 2nd through 3rd step level apprentices are permitted to work on energized parts up to 600 volts under the direct supervision of a Journeyman Lineman.

Section 18.08: 4th through 7th step level apprentices are considered “hot” and are permitted to work on energized parts over 600 volts under the direct supervision of a Journeyman Lineman.

NOTE: Hot apprentices are not allowed to work solo in a bucket while any energized primary work is being performed on that structure. (Must have a Journeyman Lineman in the same bucket with the hot apprentice)

Section 18.09: For further explanation of “Hot Time”, refer to Article II: Definitions.

Section 18.10: Breakdown on types of training hours:

Cold Distribution (overhead and underground)	5,000 hours
Hot Distribution (rubber gloving and hot sticking)	1,000 hours
Transmission (wood and steel)	500 hours
Substation	500 hours
Light Rail/Trolley	as available
Oil Field/Refinery	as available

ARTICLE XIX Termination of Employment

Section 19.01: The first 1750 hours of employment shall constitute the probationary period. During the probation period, an apprentice agreement may be terminated, without Progressive Discipline by the Apprenticeship Committee, at the written request of either party.

Section 19.02: During the probationary period, the Committee shall make a thorough review of the apprentice's ability and development. Prior to the completion of the probationary period, action must be taken on each probationary apprentice to end the probation or cancel the indenture. All interested parties shall be notified of such an action.

Section 19.03: Upon termination of employment, or layoff, the apprentice must notify the JATC within 48 hours by submitting a copy of the termination slip. Failure to comply will result in Progressive Discipline. The apprentice is responsible for sending the termination slip to the JATC.

Section 19.04: If the separation of employment is due to a layoff, the apprentice will be placed on the unemployed list and reassigned as soon as suitable work is available.

Section 19.05: If the termination of employment is discharged for cause (policy violation, performance issues or other), the reassignment of work for the apprentice will be subject to a Director's hearing and/or a Sub-Committee hearing.

ARTICLE XX Incident Notification

Section 20.01: Apprentices shall inform the JATC office if any of the following occurs on their crew: injury/accident/circuit interruption/property damage/disciplinary action. The notification must be submitted on the JATC Incident Report Form and received in the JATC office within 48 hours of any incident. Failure to comply will result in Progressive Discipline. The JATC Incident Report Form is available on our website.

Section 20.02: Apprentices shall inform the JATC office within 48 hours, if involved in an accident which results in an injury on their personal time that impacts their ability to perform the duties of the apprentice. Failure to comply will result in Progressive Discipline. See Article XI.

ARTICLE XXI Leaving Jurisdiction

Section 21.01: Apprentices are NOT permitted to work outside the program's jurisdiction without PRIOR written approval from the JATC office. Apprentices in violation of this policy may be subject to possible charges by the Local Union and disciplinary actions by the Committee.

Section 21.02: California-Nevada JATC apprentices may be offered, but are not required, to take any Job Assignments outside the jurisdictional area of the program.

Section 21.03: Apprentices assigned to work outside the jurisdiction of the California-Nevada area will receive special instruction for submitting units and taking tests.

Section 21.04: When apprentices are requested by the JATC to leave the jurisdiction of the program to secure employment, such apprentices shall return to the jurisdiction of the program upon notice by the JATC.

ARTICLE XXII Union Activities

Section 22.01: All apprentices are required to keep themselves informed of I.B.E.W. Local Union activities, rules, and regulations. Apprentices shall not accept or hold a Steward position under any circumstances.

ARTICLE XXIII Week-Long Classes

Section 23.01: All apprentices are required to attend classroom and pole yard training week-long classes held by this training program as directed by the JATC.

ARTICLE XXIV Over-Payment of Wages

Section 24.01: Apprentices shall not receive payment for wages over that of the scale for the period they are working. Upon request of the JATC, apprentices shall provide verification of the wages they have received for the requested time period. (May be up to 90 days.)

ARTICLE XXV Step Advancements

Section 25.01: For Apprentices to be eligible for their next step advancement, the following requirements must be met:

- *Must have accumulated the required 1,000 hours and 6 months in their current step period.
- *Have a good attitude and be in good standing on the job and at school.
- *Must have satisfactory reports from field.
- *Be up-to-date on their unit assignments, tests and class(es). Classes missed due to validated military and emergency work will be reviewed on a case-by-case basis prior to advancement.
- *All required certifications must be current.
- *No pending disciplinary hearing(s) or actions.
- *Pass the appropriate step advancement test.

Section 25.02: An apprentice must accumulate a minimum of 500 hours in their current step (must be recorded on Web Services) towards their next step before they can take the appropriate step advancement test.

Section 25.03: Step advancement tests can only be taken on a day that is not a scheduled class day for the apprentice. Apprentices must register to take a step test on Web Services in advance and get a confirmation of their registration. No step tests will be given without a confirmation of registration.

Section 25.04: Apprentices may only sign up for one (1) step test date at a time.

Section 25.05: Step advancements will not be given until all tools loaned from the school have been returned.

Section 25.06: Failed step advancement tests may not be retaken on the same day. An apprentice who fails the same step advancement test twice, will receive an offense. An apprentice who fails the same step advancement test for a third time, will attend a Subcommittee hearing which may result in progressive discipline.

Section 25.07: If the apprentice only needs hours to advance and they are obtained before the end of that month, the apprentice may “save” hours on their MPR on Web Services up to that point and notify the JATC of the hours saved. If this occurs, the JATC will process the advancement prior to the end of the month. At the end of the month, the apprentice will finish entering their hours and “submit” the MPR to their Foreman by the deadline. See Section 10.04.

Note: if those monthly hours are not counted due to the MPR being late or improperly submitted, the apprentice will receive an offense and have a 30-day hold for their next advancement.

Section 25.08: Apprentices who go past their 1,000 hours and six months in their current step, yet have not passed their step advancement test, will be removed from the job and/or will not be reassigned to a new job until they have passed their step advancement test.

Section 25.09: If the apprentice is advanced to the next step level and is not paid by the employer accordingly, the apprentice must notify their employer and the JATC within 48 hours.

ARTICLE XXVI Sub-Committee Hearings

Section 26.01: The Committee will periodically examine the progress of all apprentices in the program. Considering the Committee’s concern for the satisfactory progress and safety of the apprentice and crew, at the discretion of the Committee, they may take corrective and/or disciplinary action on an apprentice.

Section 26.02: Apprentices shall attend a Sub-Committee hearing upon notice by the JATC. Failure to attend shall result in suspension by the JATC and action by the Committee, which may include termination from the program.

Section 26.03: All apprentices who attend a Sub-Committee hearing must bring a current DMV printout (dated within 7 days) of their driving record with them to their hearing.

Section 26.04: Committee actions may include, but are not limited to: cancellation of the apprentice's indenture, reducing an apprentice's step level(s) and/or postponing a step advancement and/or outlined specific steps and time tables that an apprentice must meet in order to maintain satisfactory status in the program.

ARTICLE XXVII Completion Test

Section 27.01: Apprentices shall take their Completion test when and where notice is given by the JATC. Upon passing, they will return to the Local Union to sign the Journeyman Lineman out-of-work list. If the apprentice's previous position remains vacant, upon availability, a qualified apprentice will be assigned, if the prior contractor agrees.

Section 27.02: Contingent upon the following stipulations, the recently advanced Journeyman may bypass the process of returning to the Local Union to sign the Journeyman Lineman out-of-work list to return to work for their prior employer/contractor if (Must arrange prior to apprentice taking the Completion test):

1. The prior contractor has an open position for Journeyman Lineman and accepts the recently advanced Journeyman for employment; and
2. The recently advanced Journeyman Lineman wants to return to their prior employer; and
3. The IBEW Local Union concurs/agrees/complies.
4. The contractor must take a cold apprentice (if available) to fill the new vacancy.

Section 27.03: If an apprentice takes and fails the Completion test, the apprentice will attend additional classes scheduled by the JATC prior to retaking the Completion test and may be reassigned to work for additional on-the-job training as instructed by the JATC.

COMPLAINT & APPEALS PROCEDURE

The JATC shall have full authority and responsibility to review and shall seek to resolve all issues and/or disputes pertaining to all apprenticeship and training matters.

Apprentices have no right to representation by an attorney or others during JATC investigations and meetings.

I. COMPLAINTS

All apprentices have the right to request an appearance before the Committee concerning specific issues or matters dealing with their apprenticeship agreement. Requests must be submitted in writing to the JATC within 30 days of the occurrence.

II. APPEALS

Apprentices within their probationary period have no right to appeal a Committee action. Apprentices beyond their probationary period, have the right to appeal the Committee's action. Such appeal must be made, to the JATC or applicable agency, in writing, within 30 days of the written notice of said action.

ANTI-HARASSMENT POLICY

I. GENERAL

The Joint Apprenticeship and Training Committee does not tolerate harassment of any type. Harassment is unlawful, and such prohibited conduct exposes not only the Committee, but individuals involved in such conduct to significant liability under the law. The Committee expects JATC employees, including instructors, employers who hire apprentices, and apprentices to treat each other with respect and dignity so as not to offend the sensibilities of the individual. Harassment not only hurts the immediate victim, but other employees and apprentices. Incidents of harassment can result in a general atmosphere in which the purpose of the apprenticeship and training program is undermined. The Committee, therefore, is committed to vigorously enforcing this policy against harassment. Committee members, JATC employees, contractor employees or apprentices who engage in such conduct against apprentices will be denied access to apprentices.

All forms of harassment are prohibited and will not be tolerated.

II. WHAT CONSTITUTES HARASSMENT?

Harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of any actions or comments by one or more people that creates a situation where an individual worker or group of workers feel: uncomfortable, belittled, offended, threatened and/or intimidated.

Harassment actions or comments regarding a person's religion, sex, race, color, national origin, sexual orientation, physical or mental disability, age, genetic information, gender, gender identity, gender expression, marital status, military or veteran status, medical condition or because they filed an EEOC complaint are unlawful.

If the harassment is unwelcome and creates a hostile or offensive work environment or results in an adverse employment decision, it is unlawful.

Examples of harassment include, but are not limited to: physical aggression or verbal abuse directed only at individuals with disabilities, racial slurs and sexual comments.

Harassment can include, sexual harassment or unwelcome sexual advances, requests for sexual favors and any other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made explicitly, or implicitly a term or condition of an individual's training or employment.
- b. Submission to, or rejection of, such conduct by an individual is used as the basis for a training related or employment-related decision affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive working environment.

Sexual harassment may include, but is not limited to: intentional physical conduct that is sexual in nature, such as touching, pinching, patting, sexually-oriented gestures, noises, remarks, jokes, emails, faxes, texts or comments about a person's sexuality or sexual experience; and displaying pictures, posters, calendars, graffiti, objects, promotional materials, such as reading materials or other materials that are sexually suggestive, sexually demeaning or pornographic.

III. FILING AND INVESTIGATING COMPLAINTS

Any complaints of, or regarding any form of harassment should be submitted to the JATC and shall be treated confidentially, except to the extent necessary to investigate and resolve any complaint. Complaints may be made in writing or orally, and anonymous complaints will be accepted. A complaint of harassment may be made by someone who is not the target of harassment, and, indeed, anyone who observes harassment is encouraged to REPORT IT. Complaints of harassment will be fully investigated and a determination of the facts will be made on a case-by-case basis. If the Employer has an established plan or policy that deals with harassment, the apprentice should follow such procedures as are set forth in the Employer's policy against harassment, though they may elect to also bring the matter to the JATC.

Instructors are responsible for reprimanding an apprentice for engaging in an act of harassment against another apprentice that the instructor observes or which the instructor becomes aware. If the conduct continues or recurs, the instructor should file an official complaint with the JATC.

Any employee who believes that he or she has been the victim of harassment may file a complaint with the California Department of Fair Employment & Housing ("DFEH"). The DFEH's phone number is located in the phone book under "Government Agencies." In the event a complaint is filed with the DFEH and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, the DFEH may prosecute in Superior Court. Legal remedies available for a successful claim by an individual, include possible reinstatement to a former job; or to the job applied for; back pay; front pay; attorney's fees; and, under appropriate circumstances, actual damages and/or administrative fines.

Investigation

- A. Upon the filing of a complaint with the California-Nevada J.A.T.C., the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The Director is the person designated by the California-Nevada J.A.T.C. to investigate complaints of harassment and/or discrimination. The Director may, however, delegate the investigation to qualified, impartial personnel at his/her discretion. In the event the harassment or discrimination complaint is against the Director, a different investigator shall be appointed by the Committee. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.
- B. Charges filed with the DFEH are investigated by the DFEH.

Internal Documentation Procedure

- A. When an allegation of harassment is made by an employee or apprentice, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the Director.
- B. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress.

Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the Director.

- C. Based on the report and any other relevant information, the Director shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or unlawful discrimination. In making that determination, the Director shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the Director. All investigations should be closed in a timely manner.

IV. RESOLVING COMPLAINTS

After a thorough investigation, any Committee employee or apprentice found to have committed an act of harassment shall be immediately disciplined. The discipline imposed will depend on the nature or severity of the misconduct found upon investigation and may include termination for a first offense. The decision may be appealed back to the Committee for review within 30 days of receiving the JATC's decision. The appeal request must be submitted in writing.

V. RETALIATION PROHIBITED

The Committee will not tolerate any form of retaliation against an employee or apprentice who has made a complaint or cooperated in an investigation of alleged harassment. All persons contacted in the course of an investigation will be advised that they and other individuals involved in the complaint are entitled to be treated in a professional manner, and that any retaliation or reprisal against an individual who is an alleged target of harassment or who has made a complaint, or has provided evidence in conjunction with a complaint, is prohibited and could result in discipline up to, and including termination. This protection against retaliation is contained in the California Code of Regulations and extends to proceedings conducted by the DFEH. Committee employees or apprentices who are found to have engaged in retaliation or who fail to cooperate with an investigation of harassment or retaliation will be subject to substantial discipline up to, and including, discharge or termination from the program.

VI. CONTRACTORS' RESPONSIBILITIES

Employers who hire apprentices from this program are expected to establish their own policies against harassment and retaliation, including procedures for filing, investigating and resolving complaints as they elect. Contractors should understand that under EEOC's discrimination regulations, an employer is responsible for the acts in an agency capacity, without regard to the employer's specific authorization or knowledge of such acts by them. The failure of a contractor to take appropriate action regarding an apprentice's complaint of harassment on the job may result in the contractor being denied access to apprentices in the program. It is expected that contractors will work cooperatively with the JATC on matters concerning the Committee's Anti-Harassment Policy.

DRUG AND ALCOHOL POLICY

The California-Nevada JATC recognizes that employment in the electrical contracting industry is potentially hazardous. Being under the influence of drugs or alcohol poses unnecessary and unacceptable safety and health risks not only to the user, but to all those who work with him or her. The California-Nevada JATC is a drug/alcohol free educational institution. Students who possess, use or sell any drug/alcohol on the premises shall be subject to dismissal.

All apprentices of the California-Nevada JATC are subject to drug and alcohol testing within the limits of Federal and State laws. This includes, but is not limited to: Random, Post Accident and Reasonable suspicion. All indentured apprentices will adhere to their assigned employer's Drug and Alcohol Policies. In addition to any individual employer policies, the California-Nevada JATC has adopted and requires apprentices to follow the area-wide Substance Abuse Testing Policy agreed to by Western Line Constructors Chapter NECA and IBEW Local Unions 47, 396 and 1245. Any changes in the policy, consistent with applicable law, will be deemed adopted by the California-Nevada JATC without the necessity of any further action by the Committee. Refusal to submit to testing by an apprentice, or verified positive test results, will be considered a rules violation and will result in the actions outlined below.

An apprentice receiving or being cited for suspicion of a DUI, DWI or similar offense, will be suspended and removed from the job immediately.

Any apprentice in their first, second, or third step of the program (cold apprentices), who fails a drug or alcohol test; or has received or been cited for suspicion of a DUI, DWI or similar offense will be suspended, removed from the job, attend a Sub-Committee hearing and have their indenture cancelled, removing them from the Apprenticeship Program.

Any apprentice in their fourth, fifth, sixth or seventh step of the program (hot apprentices), who fails a drug or alcohol test; or has received or been cited for suspicion of a DUI, DWI or similar offense will have the following apply to them:

- A. Be immediately suspended and removed from the job.
- B. Remain suspended from the program for a *minimum* of 12 months and a *maximum* of 15 months.
- C. Complete an accredited Substance Abuse Program and provide documentation of completion with follow-up testing requirements to the JATC.
- D. On the 12th month of suspension, apprentice must send the JATC a copy of their valid and unrestricted Class A CDL along with a current DMV printout (dated within 7 days) of their driving record. If they do not have their valid and unrestricted Class A CDL by the 12th month, they will send required documents as soon as they are reinstated and unrestricted.

An apprentice who does not send the JATC the requirements of both C and D listed above within 15 months of the failed test/infraction, will attend a Sub-Committee hearing and have their indenture cancelled, removing them from the Apprenticeship Program.

- E. The apprentice will attend a Sub-Committee hearing and be reduced two (2) apprentice periods from present step (i.e. 4th step reduced to 2nd step, etc.) and be required to retake all advancement tests.

Any apprentice in violation of the California-Nevada JATC “Drug and Alcohol Policy” a second time will attend a Sub-Committee hearing and have their indenture cancelled, removing them from the Apprenticeship Program.

A “refusal to submit” to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- i. A refusal to take a drug or alcohol test;
- ii. A failure to report to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- iii. A failure to remain at a testing site until the testing process is complete or other follow up;
- iv. A failure to permit the observation or monitoring of the provision of a urine or other sample when required;
- v. A failure or inability to provide a sufficient amount of urine, breath or saliva when directed without a valid medical explanation;
- vi. A failure or refusal to take a second test as directed following a negative dilute result;
- vii. A failure to undergo an additional medical examination as directed as part of the verification process or other follow up;
- viii. A refusal to complete and sign the testing form and/or disclosure of medical information form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- ix. Tampering with or attempting to adulterate the urine, breath or other specimen or collection procedure;
- x. Leaving the scene of an accident without a valid reason or without authorization from a supervisor or manager, who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test, was not obtained;
- xi. Bringing in another individual’s specimen to the testing site.

ACKNOWLEDGEMENT OF RECEIPT

I have read and understand the August 2022 California-Nevada J.A.T.C. Rules & Regulations for Apprentice Lineman and agree to abide them.

(Print Apprentice Name)

Apprentice Signature

Date: _____