

Southwestern Line Constructors

**AREA JOINT APPRENTICESHIP AND
TRAINING COMMITTEE**

General Policy Statement

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SOUTHWESTERN LINE CONSTRUCTORS AREA JOINT APPRENTICESHIP AND TRAINING COMMITTEE

General Policy Statement

FOREWARD

All matters of apprenticeship and training shall be conducted in conformity with the area training agreement, area apprenticeship standards and this policy statement.

It is the policy of Southwestern Line Constructors Area Joint Apprenticeship and Training Committee (AJATC) that the selection and training of apprentices shall be on the basis of qualifications alone, without regard to race, color, religion, national origin, or sex.

ARTICLE I EXPENDITURES

- A. The AJATC shall have sole authority over the initiation and certification of all expenditures of funds for the operation of the program. They shall authorize the expenditures for such purpose, and in a manner prescribed by them, as they may deem advisable and practical.
- B. Disbursements for authorized expenditures shall be supported by such receipts or reasonable proof of claim as may be required by the AJATC.

ARTICLE II SUBCOMMITTEE

- A. Where needed, the Area Joint Apprenticeship and Training Committee (AJATC) will establish subcommittees to assist in the operation and administration of the program. The subcommittee shall consider and act on all issues of apprenticeship and training in keeping with this policy statement, and shall hear and consider all violations of the apprenticeship agreement; making such ruling as is deemed necessary in each case.
- B. Subcommittees may adopt such procedures as necessary to properly administer the program, provided such procedures shall not conflict with the policies and rules of the AJATC.
- C. Subcommittees shall be composed of six members, three representing IBEW and three representing NECA. They shall be selected in the same manner as the AJATC and may be removed for cause, in accordance with the provisions of the area training agreement and apprenticeship standards.
- D. Subcommittees shall meet as necessary to properly administer the program, and shall meet upon call by the Chairman, Secretary, or Executive Director.
- E. At least one member from NECA and one member from IBEW shall constitute a quorum for the transaction of business. Each party may cast its full vote as if all were present.
- F. In the event a subcommittee should be unable to reach a majority decision on any matter pertaining to apprenticeship and training, the matter in dispute shall be referred to the AJATC, whose decision shall be final.
- G. Accurate minutes shall be kept of all subcommittee meetings and a copy shall be sent to the AJATC office.

ARTICLE III INSTRUCTORS

- A. The director shall secure instructors, whose knowledge, experience, and ability to teach shall be carefully examined. Instructors shall be employees of Southwestern Line Constructors AJATC and shall sign an instructor agreement upon being selected. The agreement may be cancelled upon written notification by either party at any time.

- B. Instructors shall use the materials furnished by the program and all instruction shall meet the standards as approved by the AJATC. Instructors shall control and supervise the detailed manner and methods of instruction, in accordance with the agreement between instructors and the AJATC.

ARTICLE IV APPLICATIONS

- A. Applicants must provide a valid driver's license. Applications will be available online through the SWLCAT website.
- B. Applications must be completed within forty-five (45) days of initial application date. An application is not complete until all required supporting documents and information have been received in the AJATC office.
- C. Applicants will be allowed to apply and interview in all Subcommittee Areas in which they want to be considered for selection.
- D. If an applicant accepts or rejects an opportunity for apprenticeship in any subcommittee area, they will immediately be removed from all other lists of ranked applicants.
- E. Any applicant who alters or who intentionally submits false documents or information shall be disqualified for apprenticeship and may not reapply.
- F. Applicants not meeting the minimum requirements for apprenticeship shall be advised in writing, stating the specific requirement that has not been met.
- G. A \$30 application fee will be required for each subcommittee area applied for.

ARTICLE V INTERVIEWS AND SELECTIONS

- A. Interviews, ranking, and selections shall conform to the procedures adopted by the AJATC.
- B. Applicants must take the ETA's aptitude exam and score a minimum of three (3) in order to qualify for an interview. The AJATC office will schedule and refer eligible applicants to the appropriate subcommittee for testing, interview and ranking.
- C. Applicants are able to reschedule his/her interview one time only. The second interview must be attended or the applicant will be removed from all unscheduled interview lists.
- D. After interview, applicants will be placed on the applicable ranking list and eligible for selection. If not selected for apprenticeship within twelve months from their interview date, applicants will be removed from the ranking list and no longer eligible for selection. Applicants who have been removed from the ranking list may re-apply.
- E. Selections from the ranking list shall be made in the order of ranking. The highest ranked will be selected first. In the event of a tie, selection will be made by application number; lowest number selected first.
- F. Those selected for apprenticeship will be notified by phone and email by the AJATC office. Failure to respond within 24 hours will result in the applicant being removed from any rank list that he/she may be on.

- G. Upon being selected from any rank list, applicants will be scheduled for orientation in Bosque Farms, NM. Some applicants may be selected as Pre-Apprentices until they can attend orientation. Pre-apprentices will be required to sign a pre-apprentice agreement that states that they will follow all rules and policies set forth by the Program.
- H. Failure to successfully complete orientation will result in the applicant not being indentured and removed from all rank lists. Only those applicants in good health and physically able to perform the work will be eligible for apprenticeship. A physical examination and drug screen are required upon being selected for apprenticeship and the cost will be borne by the program. Applicants will be advised of any unsatisfactory medical report.

ARTICLE VI CREDIT FOR PREVIOUS EXPERIENCE

- A. Applicants may request credit for previous line experience during the interview process. Any request received after signing the agreement will be denied.
- B. Any applicant claiming more than 1000 hours credit shall be required to present evidence of previous experience. The evidence shall include climbing experience, employer certification of specific types of work performed and the dates and places worked. All evidence of prior experience shall be sent to the AJATC office.
- C. Advanced credit will be reviewed prior to the next advancement and all or part of that credit may be removed if the apprentice's performance does not warrant the credit. In that case, the apprentice will be re-classified to a lower appropriate wage.

ARTICLE VII APPRENTICE REGISTRATION

Apprentices are indentured to the Southwestern Line Constructors AJATC and registered with the Office of Apprenticeship and Training, and the U.S. Department of Labor.

ARTICLE VIII EMPLOYMENT OF APPRENTICES

- A. Assignments of work for apprentices will be based upon employer requests and training needs of the available apprentices.
- B. Each qualified employer shall be allowed a maximum 2 to 1 ratio of apprentices to journeymen as specified in the area training agreement, provided indentured apprentices are available. However, the adequacy and willingness of each employer to train apprentices shall determine whether or not an individual employer is entitled to any apprentices.

- C. No employer shall be guaranteed any number of apprentices.
- D. Subcommittees are responsible for the transfer of apprentices from one job to another within their respective areas. All assignments and re-assignments for work shall be issued by the AJATC office.
- E. The training director shall have authority over all transfers of apprentices. The director is authorized to devise such procedure as is necessary to carry out this responsibility.
- F. Any apprentice transferring in or out of the SWLCAT jurisdiction must get approval from the AJATC prior to the transfer. Failure to do so will result in disciplinary action.

ARTICLE IX COMMERCIAL DRIVERS LICENSE (CDL)

- A. A valid Class A CDL license without restrictions on brake type. A valid medical card must be obtained to qualify for interview.
- B. Intrastate restrictions will be allowed for apprentices under the age of twenty-one.
- C. Apprentices that have a restriction on transmission or truck type will have 120 days from selection to have that restriction removed. Failure to do so will result in suspension of employment and appearance before the subcommittee for disciplinary action.
- D. Apprentices must maintain a valid Class A CDL and medical card throughout their apprenticeship. Failure to maintain a valid Class A CDL and medical card will result in forfeiture of 1000 hours. It is the responsibility of the apprentice to notify the AJATC within ten days of having any change in status of his/her license. Failure to notify the AJATC of any change in status will result in cancellation of the apprenticeship agreement.
- E. Any apprentice that has his/her license suspended or revoked will be allowed to remain in the program as long as proper notification process requirements were met. Employment of such an apprentice will be subject to contractor approval of the license status. The inability to obtain a valid Class A CDL and medical card within 18 months of any revocation or suspension will result in cancellation of the apprenticeship agreement.

ARTICLE X DRUGS AND ALCOHOL

OBJECTIVES

- 1. The Southwestern Line Constructors Area Joint Apprenticeship and Training Committee supports, and is committed to an industry goal of establishing and maintaining a safe work environment that is free from the effects of drugs and alcohol.
- 2. It is the responsibility of each apprentice to report for work and to their apprentice classes in a condition to perform his or her duties safely and effectively, and to maintain that condition while at work and in class. This policy has been developed, setting out the

program's position on drug and alcohol abuse, drug testing, and the consequences for violations of the policy.

3. Some of the drugs which are illegal under state and federal laws include; Amphetamines, Barbiturates, Cannabinoids, Cocaine, Methaqualone, Opiates, Phencyclidine, Benzodiazepines, Propoxyphene, not prescribed for current personal treatment by an accredited physician. "Drugs," as used herein, include synthesized analogues of controlled substances.

APPLICANTS

1. After being selected for apprenticeship, but prior to being indentured, applicants will be instructed to report for a physical examination and urine drug screen, the costs of which will be borne by the program.
2. Applicants who fail to report for the physical examination and drug screen will be removed from all rank lists.
3. A "non-negative" finding on an initial drug screen will not be considered final until the urine sample has been re-tested. The results will be considered final when the laboratory has confirmed the initial "non-negative" results, and any legitimate use of the drugs has been ruled out.
4. Applicants with a confirmed non-negative drug screen result will be informed that their names have been removed from all rank lists and may re-apply after one year from removal date.

APPRENTICES

1. In the event an apprentice shall be required to undergo drug/alcohol screening for employment or continued employment purpose, and is discharged for failing to pass a drug/alcohol screen, or for refusal to submit to a drug/alcohol screen, the following action shall be taken.
 - a. Probationary apprentices shall be removed from the program without notice or the formality of a hearing; they shall not be eligible for reinstatement
 - b. Non-probationary apprentices shall be suspended from the program after due notice to the apprentice. A suspended apprentice shall not be referred or employed as an apprentice lineman.
2. After having been suspended for a period of six (6) months, an apprentice must apply for reinstatement by making a written request to the AJATC office, and provide documentation of having completed an accredited rehabilitation program. Failure to request re-instatement within six months of the suspension date will result in cancellation of the apprenticeship agreement.
3. If the subcommittee does not approve the request for reinstatement, the apprenticeship agreement will then be cancelled.
4. If the subcommittee approves reinstatement, the director will schedule the apprentice to

report for a drug/alcohol screen. If the results of the drug/alcohol screen are "negative," the apprentice will be re-instated at the same period as before the suspension; if the drug/alcohol screen is confirmed as "Non-negative," the apprenticeship agreement will be cancelled.

5. Should the re-instated apprentice be discharged a second time for producing a non-negative sample, the apprenticeship agreement will be cancelled.

ALCOHOL

1. Being under the influence of alcohol or using alcoholic beverages while on the job can jeopardize the safety of the individual and of others, and is inconsistent with the objectives of providing a safe and efficient work environment. An apprentice, who is discharged for being under the influence of alcohol or for using alcoholic beverages while on the job, shall be subject to disciplinary action as the subcommittee shall deem appropriate, up to and including removal from the program. Apprentices shall not report to their classes while under the influence of alcohol, nor shall they use alcoholic beverages during classes. Instructors shall refer such violations to the subcommittee and they shall take such disciplinary action as they deem appropriate, up to and including removal from the program.

RECORDS AND INFORMATION

1. Apprentices will be required to sign a Medical Record Release Form allowing transfer of medical information between the AJATC and the employer as well as the employer and the AJATC.
2. All medical and drug screen records and information shall be kept strictly confidential and shall be used only on a "need to know" basis.

ARTICLE XI SEXUAL HARASSMENT

- A. The AJATC does not tolerate sexual harassment of any type. Sexual 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 employees (including instructors), employers who hire apprentices, and apprentices to treat each other with respect and dignity. Sexual harassment not only hurts the immediate victim, but also 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 the policy against sexual harassment.
- B. WHAT CONSTITUTES SEXUAL HARASSMENT

1. Sexual harassment according to the federal Equal Employment Opportunity Commission (EEOC) consists of 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 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 and intimidating, hostile, abusive, or offensive working environment.
- C. 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, or comments about a person's sexuality or sexual experience; and displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic.
 1. Apprentices who engage in such conduct will be disciplined.
 2. Employers who engage in such conduct against apprentices will be denied access to apprentices.
 3. Any complaints regarding sexual harassment at AJATC facilities, or involving employees of the AJATC, should be submitted to the AJATC Director.
 4. The Committee will not tolerate any form of retaliation against an apprentice or a Committee employee who has made a complaint or cooperated in an investigation of alleged sexual harassment.

ARTICLE XII

PROBATIONARY PERIOD

- A. The first 1750 hours of OJT shall be a probationary period.
- B. During the probationary period, an apprentice who has not shown satisfactory ability and development, or proper attitude, shall have their apprenticeship agreement cancelled. Such action during the probationary period does not require the formality of a hearing.
- C. Action to cancel an apprenticeship agreement shall be entered into the minutes and a written notice served to the apprentice, employer, AJATC office, and local union.

ARTICLE XIII

DISCIPLINARY ACTION

- A. After having completed the probationary period, an apprentice is entitled to a hearing by the subcommittee before disciplinary action is taken. In some cases, this policy allows for an automatic drop, meaning there is no need for a formal subcommittee meeting and an apprentice's agreement is automatically canceled.

- B. Should an apprentice fail to respond to a written notice of a hearing, the subcommittee shall proceed as though the apprentice were present. Accurate minutes shall be kept of such hearing.
- C. When the hearing results in a change of the apprentice's status, the apprentice, employer, AJATC office, and local union shall be advised.
- D. Any apprentice receiving a third strike for violation of this policy, will have their apprenticeship agreement canceled. Strikes will be given for termination of employment, first late/non submission of OJT hours and not attending mandatory classes. All other strikes are subject to subcommittee approval.
- E. Any apprentice having their apprenticeship agreement cancelled for any reason will not be eligible to reapply for ninety (90) days from the date of cancellation.

ARTICLE XIV PERSONAL CONDUCT

- A. It is the SWLCAT policy to comply with all the 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 we serve. Therefore, any violation of a legal statute or SWLCAT policy will result in the appropriate disciplinary action, which may include termination from the program, legal action, and civil or criminal penalties.

ARTICLE XV ADJUSTMENT OF DIFFERENCE — APPEALS

- A. In the event that a difference arises between an apprentice and Subcommittee, and the difference is not satisfactorily resolved between those two parties, the difference may be appealed to the AJATC, as set forth in this article.
- B. Appeals shall be made in writing and sent by certified or registered mail to the Executive Director.
- C. The appeal must be postmarked within 30 days following the Subcommittee decision.
- D. The appeal will be discussed at the next scheduled AJATC meeting. Meetings are held quarterly.
- E. The AJATC committee will render a final decision and notify the parties of such decision.
- F. Subcommittee members, instructors, apprentices, and other parties to the dispute shall cooperate with the AJATC committee during their examination of the case.
- G. All parties will immediately comply with the decision of the appeal committee.

ARTICLE XVI LEAVE OF ABSENCE

- A. A leave of absence may be granted by a subcommittee, when in their judgement such

leave is necessary and in the best interest of the apprentice and program. When such leave is approved, the affected apprentice will be placed on inactive status.

- B. Leave of absence shall not be approved for the purpose of taking other employment, or for attending any school or educational institution.
- C. All requests for leave of absence must be made to the subcommittee, in writing. A copy of that request shall be sent to the AJATC office.
- D. Leave of absence shall be approved for a specific period of time, not to exceed three (3) calendar months. An extension of three (3) calendar months may be approved by the subcommittee; provided the request for an extension is made in writing to the subcommittee, and a copy of the request is sent to the AJATC office.
- E. Apprentices shall be given written notice of the terms and conditions of any approved leave, with a copy sent to the AJATC office.
- F. At the end of a leave of absence, or extension thereof, apprentices shall be in good health and physically fit. Should health or fitness be questionable, a physical examination may be required before the apprentice is permitted to return to active status.
- G. After six calendar months of leave, the apprentice must return to active status or be removed from the program.
- H. This Article does not apply to military service (Article XVII).
- I. During a leave of absence, apprentices may not participate in any scheduled classes or testing sessions.

ARTICLE XVII MILITARY SERVICE

- A. An apprentice, who enters full time military service, will be re-instated after the first tour of duty, provided:
 - 1. The AJATC office is advised that the apprentice is entering military service, including the date entered and length of tour.
 - 2. Written request for re-instatement is made to the AJATC office within 90 days after discharge.
 - 3. A copy of the military discharge is mailed to the AJATC office with the request for re-instatement.
 - 4. The discharge from military duty must be honorable. Reinstatement will not be permitted if the discharge is dishonorable or less than honorable.

ARTICLE XVIII TRANSFER OF APPRENTICESHIP FROM ONE SUBCOMMITTEE TO ANOTHER

- A. The apprentice must submit a written request for transfer to the AJATC office.
- B. The apprentice's current subcommittee must agree to the transfer.
- C. The receiving subcommittee must agree to the transfer.
- D. Those accepted for transfer will be given full credit for on-the-job training and experience.

ARTICLE XIX
TERMINATION OF EMPLOYMENT, LAY OFF, AND JOB ASSIGNMENTS

- A. Apprentices shall not self terminate from their place of employment, without prior subcommittee approval. Self-termination will result in cancelation of the apprenticeship agreement.
- B. Apprentices that have been terminated by their employer shall not be reassigned to another employer without subcommittee approval.
- C. Apprentices that are laid off or become unemployed for any reason shall immediately notify their local union and the JATC office. In no case shall the time of such notification exceed three (3) business days.
- D. When directed to do so by the subcommittee, apprentices must accept a rotation of employment.
- E. Apprentices that are terminated for cause will be required to see the subcommittee.

ARTICLE XX
WORKING OUT OF JURISDICTION

- A. Apprentices shall not leave the jurisdiction of their subcommittee without subcommittee approval and authorization of the director, and will return to the jurisdiction upon notice.
- B. When traveling and working in another subcommittee area, apprentices are required to comply with instructions of the subcommittee within whose jurisdiction they are working.

ARTICLE XXI
ROTATIONS

- A. Foreman rotation: Apprentices should be assigned to a new foreman approximately every six (6) months.
- B. Type of work: Apprentices shall be rotated to a new type of work as deemed necessary by the apprenticeship.
- C. Contractor Rotation: If an apprentice cannot receive the necessary experience with their current contractor, the apprenticeship reserves the right to rotate the apprentice to a different contractor.
- D. Notice to contractors: The apprenticeship program will provide contractors with a minimum of three (3) weeks' notice of intent to rotate, internal or external. This notice period allows time for job site planning and scheduling transitions. If the apprentice has not been rotated during this period and the contractor has made no other arrangements with the apprenticeship, the apprenticeship reserves the right to place the apprentice where necessary. If an internal rotation is not feasible, the contractor must notify the apprenticeship within seven (7) business days.

ARTICLE XXII EMPLOYER EVALUATIONS

- A. Apprentices are required to perform diligently and faithfully the work of the trade. When an unsatisfactory employer evaluation is received, the subcommittee will discuss the report with the apprentice involved.
- B. Failure to correct and maintain satisfactory employer evaluations is sufficient cause for cancellation of the apprenticeship agreement.

ARTICLE XXIII APPRENTICE REPORTS

- A. Apprentices shall promptly file such reports as may be required by the subcommittee, instructor, or director.
- B. It shall be the responsibility of each apprentice to submit accurate monthly work reports, specifying the hours worked and types of work performed during each calendar month. An employer evaluation will be submitted in the same manner and as part of their monthly work report. Falsification of such reports will result in disciplinary action.
- C. After the last day of each month, a work report must be submitted to the AJATC office. Any work report received after 5:00 PM MST on the 10th day of the following month will be considered late. Disciplinary action for late time sheets shall be as follows:
 - a) First late/no time sheet-hours will count towards advancement and apprentice will see the subcommittee to receive a strike.
 - b) Second and third late/no time sheet- hours do not count towards advancement and apprentice will see the subcommittee. No strikes will be given.
 - c) Fourth late/no time sheet- apprentice will automatically have their apprenticeship agreement canceled.
- D. When it has been determined that a monthly report has not been turned in, the apprentice will be notified and will promptly submit such report (including an employer evaluation).
- E. Reports will be submitted, even if the apprentice did not work in that calendar month.

ARTICLE XXIV COURSE MATERIAL

Upon successfully completing the orientation course, apprentices will sign their indenturement agreement and a training fee agreement. Once both agreements have been signed, apprentices will be issued first year course material, climbing tools, and hand tools.

ARTICLE XXV
RELATED INSTRUCTION

- A. Apprentices are required to maintain satisfactory progress in the related instruction. Time spent in the related instruction shall be in addition to the required 7000 hours of on-the-job training and shall not be considered hours of work.
- B. Failure to maintain satisfactory progress in the related instruction will result in advancement delays. If it should become apparent that an apprentice is unable or unwilling to maintain satisfactory progress in the related instruction, action will be taken to cancel the apprenticeship agreement, thereby, removing the apprentice from the program.
- 1) Upon being indentured, a completed workbook and related test(s) will be due every two (2) calendar months and the apprentice must follow their designated roadmap.
 - 2) At no time will any advancement be granted until all required workbooks and tests are completed.
 - 3) Tests will be taken in a reasonable time following the completion of the workbook.
 - 4) Penalty for being four (4) months or more behind on workbooks and/or tests will result in disciplinary action by the subcommittee at the time of visit. If the apprentice is to remain in the program, the following action shall be taken:
 - a. The apprentice shall receive a strike.
 - b. Book a Month - Apprentice will be required to complete one book and pass the accompanying test each month.
 - c. The apprentice will be automatically removed from Book a Month when they are 2 months ahead of their testing schedule.
 - d. If an apprentice is placed on Book a Month a second time, they shall receive a strike and remain on Book a Month for the entirety of their apprenticeship.
 - e. Failure to maintain the Book a Month schedule will result in being removed from the apprenticeship program.
- C. Should an apprentice fail to make a passing score on any test (75% or above), the score will be recorded and another test will be issued after the apprentice is notified of the failing score. Disciplinary action for tests will be as follows:
- 1) Testing in Local Areas (Written Exams Only)
 - a. First fail does not require a subcommittee visit. A second and third fail will require a subcommittee visit. A fourth failed test will result in the cancellation of the apprenticeship agreement. This resets between each set of books as outlined in the roadmap.

2) Testing at Orientation (Written & Field Exams)

- a. 2 fails of the same test or 3 overall fails will result in being removed from the apprenticeship program.
- b. An average of 80% shall be maintained.
- c. Nightly required homework shall be completed by the due date and time, failure to do so will result in removal from the apprenticeship program.

3) Testing at Week-long class (Written & Field Exams)

- a. 2 fails of the same test or 3 overall fails will result in being removed from class, require a subcommittee visit, and the class must be retaken at the next available class.
 1. The apprentice shall receive a strike.
 2. The apprentice will be frozen until successful completion of the class.

4) EICA Testing (Written & Practical)

a. Written Exams

1. All written exam retakes will be completed at a Pearson Vue testing center unless the apprentice requests retaking the entire week-long class within 10 days of knowing the results.
2. The first retake shall be scheduled within 30 days of the original exam.
3. All written exams shall be passed within 120 days of the original exam.

b. Practical Exams

1. Retakes will be rescheduled at one of the SWLCAT facilities when practicable. The apprentice is required to attend as scheduled.
2. The first retake will be paid for by SWLCAT, all others are the responsibility of the apprentice at the current EICA rate.
3. Only practical exams administered by SWLCAT shall be observed.

ARTICLE XXVI

CLASSROOM AND FIELD TRAINING

- A. Apprentices shall attend all field and/or classroom training when instructed to do so. Such attendance shall be at the apprentice's expense, except when otherwise specifically authorized by the AJATC. Class attendance will take precedence over scheduled work.
- B. Unexcused absence of the mandatory week long classroom sessions will result in the apprentice having their hours frozen for five (5) months, being scheduled to appear at their next regularly scheduled class, a visit to the subcommittee and a strike given. Accumulation of three strikes will result in the cancellation of the apprenticeship

agreement.

- C. Time spent in classes shall be in addition to the required 7000 hours of on-the-job training and shall not be considered hours of work.
- D. Apprentices are expected to cooperate with the instructor in maintaining an orderly class. An apprentice shall not be permitted to attend or remain in class when, by doing so, their attendance would be distractive or disruptive to the class.

ARTICLE XXVII APPRENTICE ADVANCEMENT

- A. To be eligible for advancement from 1st step through 6th step, apprentices must have:
 - 1. Worked at least 1000 hours since the last advancement.
 - 2. Completed six calendar months in the last step.
 - 3. Satisfactory progress in the related instruction.
 - 4. Satisfactory classroom and field training attendance.
- B. Each of the requirements for advancement will be reviewed by the AJATC and deficiency in any one or more of the requirements will cause an appropriate deferment of the advancement. Future advancements will be calculated from the new date.
- C. Apprentices shall not be permitted, nor shall they accept, payment for wages above those authorized by the subcommittee.

ARTICLE XXVIII SUBCOMMITTEE MEETING

When instructed to do so by the subcommittee, instructor, or director, apprentices shall meet with the subcommittee. Failure to do so will be considered a violation of AJATC policy. At his or her request, an apprentice shall be given the opportunity to meet with the Subcommittee.

ARTICLE XXIX COMPLETION OF APPRENTICESHIP

- A. To be eligible for advancement to journeyman, apprentices must:
 - 1. Have completed 1000 hours of on-the-job training in each of the seven steps of apprenticeship.
 - 2. Must have spent a minimum of six calendar months in steps 1st through 6th only.
 - 3. Must have completed 850 hours of energized work (Hot Time) at 1000 volts or above.
 - 4. Have satisfactorily completed the related course material and received an EICA certification.
- B. The nature of any completion awards shall be determined by the AJATC.
- C. Graduation ceremonies shall be consistent with the guidelines and procedures as approved by the AJATC.
- D. Completion certificates will be mailed to the last known address on file of the individual.

ARTICLE XXX
APPRENTICESHIP ADDRESS

- A. Each apprentice is responsible for informing the AJATC office, local union, and employer of any change of address and/or telephone number, within ten (10) days of such change.

ARTICLE XXXI
SKILL IMPROVEMENT COURSES

- A. Those enrolled in skill improvement courses may be required to pay a fee sufficient to cover the cost of books and other material, as determined by the AJATC.
- B. A record showing the type of course offered, date started, and completed names of those enrolled and their attendance and grades shall be sent to the AJATC office at the completion of the course.
- C. Where applicable, the AJATC will arrange for completion certificates to be presented to those who successfully complete a skill improvement course.

ARTICLE XXXII
TRAINING MATERIALS, EQUIPMENT, AND SUPPLIES

The majority of training cost will be absorbed by the AJATC. However, effective September 13, 2022, a \$30 a week will be collected by the program from the apprentice's payroll. The training fee will be deposited into the general fund to cover program costs. The training fee will not be reimbursed upon program completion. Apprentices who signed the tuition agreement prior to September 13, 2022 will still be reimbursed for all funds collected, if they meet the requirements set forth in the tuition agreement. All text and instructional material, training equipment, office supplies, and all other materials and records shall remain the property of the Southwestern Line Constructors Program.

- A. Upon demand of the AJATC, all such material, supplies, equipment, and records in the care of, or in the possession of Subcommittee members or instructors, shall be returned to the AJATC office.
- B. When an apprentice has completed the apprenticeship, his/her records will remain on file for five years. Records will not be released without authorization of the individual, AJATC, or by legal requirement.

ARTICLE XXXIII
ENERGIZED WORK GUIDELINES

- A. **Primary Energized Work** — Work that is performed within reaching or falling distance of any energized component that is energized above 600 volts.
- B. Any time any apprentice is engaged in primary energized work, the apprentice must be at least a 4th step apprentice. While performing the work the apprentice shall be under the direct supervision of a journeyman lineman and the journeyman shall be in a position to physically control the work being performed by the apprentice. In the event that a local union has

addressed a primary energized work policy in their collective bargaining agreement, the more stringent of the two shall remain in effect.

- C. **Secondary Energized Work** that is being performed on any energized component that is energized between 0 and 600 volts.
- D. Any time an apprentice is engaged in secondary energized work, the apprentice must be at least a 2nd step apprentice. While performing the work, the apprentice shall be under direct supervision of a journeyman lineman. If the voltage being worked on is above 250 volts, the journeyman lineman shall remain in the immediate area of the apprentice performing the work. In the event that a local union has addressed a secondary energized work policy in their collective bargaining agreement, the more stringent of the two shall remain in effect.
- E. **Qualified Observer-** Apprentices that are fourth step and above, have completed the AJATC 40 hour hot class, have completed the qualified observer course, will be allowed to function as a qualified observer. All three requirements must be met and must be in compliance with the local bargaining agreement.
- F. **Testing and Grounding-** 1st through 3rd step apprentices may not work on any energized lines or circuits above 600 volts, and as a safety measure shall not be within reaching or falling distance of any voltage above 600 volts. This includes grounding and induced voltages. Falling distance defined as, that in the event of a fall, the fall arrest system shall not allow encroachment into the minimum approach distance (M.A.D.).
- G. **Pole Setting-** When apprentices are working on energized circuits or equipment (600 Volts or more), rubber protective-insulating gloves and sleeves rated for the exposure of the highest nominal voltage shall be worn. This includes extended reach or conductive objects.
 - 1) The apprentice must have satisfactorily completed the AJATC Pole Setting Certification class to set any pole inside the minimum approach distance (M.A.D).

H. Terms-

- 1) The term “cradle to cradle” means rubber gloves and sleeves shall be worn when the boom leaves the stowed position until it returns to the stowed position, when working on energized conductors or equipment above 600 volts.
- 2) The term “extended reach” is used to describe being within five feet of energized conductors and/or equipment or having a conductive object within five feet of energized conductors and/or equipment.
- 3) The term “effective cover up” is used to describe the installation of phase-to-phase rated insulating protective cover on energized conductors and/or equipment of different potentials when the lineman is within reaching distance or in areas extended by handling conductive objects

All apprentices shall follow all Safety Rules of the Contractor, the Local Union's jurisdiction, OSHA's Regulations and Southwestern Line Constructors Rules and Regulations with the most stringent rules taking precedence.

Any questions about energized work not specifically discussed in this policy statement shall be forwarded to the Director to verify program compliance.

ARTICLE XXXIV JOURNEYMAN SUSPENSION

If any apprentice makes contact with energized primary, any Journeyman on the crew immediately and temporarily loses their training privileges, pending investigation. Once the investigation is complete, the training privileges may be reinstated or extended. If not reinstated, the AJATC safety committee will give parameters required to be eligible to get training privileges reinstated.

ARTICLE XXXV POLICY CHANGE AND ADMINISTRATION

- A. This policy and the rules and regulations may be changed at any time by the AJATC.
- B. The director is authorized to require such reports and to adopt such procedures as is deemed necessary to effectively carry out the administration of the program.

Revised November 2004
Revised April 2005
Revised February 2012
Revised September 2014
Revised July 2016
Revised September 2017
Revised July 2018
October 2018
January 2019
October 2020
June 2021
June 2022
October 2022
November 2022
October 2024
August 2025
February 2026
May 2026
August 2026

Reprinted May 2007
Reprinted February 2012
Reprinted September 2014
Reprinted December 2016