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## **RULES & REGULATIONS**

**"YOU ARE REQUIRED TO KNOW THE POLICY STATEMENT AND RULES & REGULATIONS!!!"**

### **ARTICLE I. INTRODUCTION**

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

**Sec. 1.02:** All apprentices are required to read and understand the contents of this Policy Statement Rules & Regulations and also any amendments to the Policy Statement and Rules & Regulations. Upon reading and studying the Policy Statement, anyone having questions should contact the Apprenticeship office for a detailed explanation. We suggest that you read the Rules & Regulations several times to be sure that you know what is expected of you. Failure to understand the Policy Statement Rules & Regulations will not be accepted as an excuse or reason for special consideration.

**Sec. 1.03:** It is the apprentice's responsibility to check their mailbox (email, and/or voice mail) weekly in order to assure prompt response to any communication from the Apprenticeship office .

**Sec. 1.04:** Upon proof of false statement on any record submitted to the Apprenticeship office , an apprentice will have his/her indenture cancelled.

**Sec. 1.05:** An apprentice who has problems with an apprenticeship matter should contact the Apprenticeship office . The Director will assist the apprentice in any way possible, as allowed by the Rules & Regulations of the Missouri Valley Apprenticeship & Training Program.

**Sec. 1.06:** Any apprentice who fails to adhere to these Policies and Rules shall be subject to disciplinary action up to and including removal from the program.

## **ARTICLE II. AGREEMENTS**

**Sec. 2.01:** All newly indentured apprentices must sign the "Apprenticeship Agreement", the "Tuition Agreement" and the "Hold Harmless Agreement". The Apprenticeship Agreement is necessary to register the apprentice with the

Dept. of Labor. The Tuition Agreement ensures the apprentice understands the obligation to the Missouri Valley Apprentice Program for the amount of money designated in the terms of the agreement. The Hold Harmless Agreement ensures the apprentice does not sue the Missouri Valley Apprentice Program nor its associates.

**Sec 2.02:** Failure to comply with or sign these agreements will be just cause to cancel the apprentice's indenture.

### **ARTICLE III. PROBATIONARY PERIOD**

**Sec. 3.01:** The first 1500 hours of employment following indenture shall be a probationary period. During this period, the Apprenticeship Agreement may be cancelled by either party, without the formality of a hearing. The Registration Agency shall be notified of such cancellations. Note: The probation period does not include previous experience hours.

**Sec. 3.02:** An Entry Review will be held by the Subcommittee for each apprentice before the end of their 1500 hour probationary period. At this review, the apprentice's records and reports will be examined and discussed to determine if progress and/or indenture is acceptable.

#### **ARTICLE IV. DRIVER'S LICENSE**

**Sec. 4.01:** An apprentice must maintain a valid class "A" CDL (including DOT physical card) throughout the term of apprenticeship. Any apprentice who has his/her license revoked or suspended will be allowed to stay in the program. However, they will be immediately suspended and shall not be permitted to work as an apprentice for a period of one calendar year or until such time as proof of a valid class A CDL is presented. The inability to obtain a valid class A CDL within 14 months of revocation or suspension will result in cancellation of the apprenticeship agreement. The apprentice must notify Missouri Valley within 1 business day of when charged with a DUI or similar offense and/or having your driving privileges revoked, failure to do so will result in a subcommittee.

#### **ARTICLE V. FORMS**

**Sec. 5.01:** An apprentice must notify the Apprenticeship office of any address and/or telephone number change immediately on the proper "Change of Address" form. Failure to receive a letter because of an incorrect address, will not be accepted as an excuse.

**Sec. 5.02:** An "Out-of-Work" form must be received in the Apprenticeship office within five (5) days, any time employment is discontinued for any reason (fired, quit, laid - off, injured, or transferred to another contractor). Note: If the situation is temporary (less than one week), and a definite date to go back to work for the same contractor is known, then the "Out-of-Work" form is not necessary.

**Sec. 5.03:** If an "Out-of-Work" form was previously sent in, then a "Back-to-Work" form must be received in the Apprenticeship office within five (5) days of returning to work or starting work for another contractor.

**Sec. 5.04:** Report Cards. See Article X.

**ALL FORMS ARE AVAILABLE AT CLASS OR BY CONTACTING THE APPRENTICESHIP OFFICE.**

#### **ARTICLE VI. MEDICAL CARDS**

**Sec. 6.01:** All apprentices are required to maintain current CPR and First Aid Certification Cards. Any apprentice who fails to send in renewal copies of his/her CPR and/or First Aid Certification Cards within thirty (30) days after the expiration date will be suspended from the program until a copy of their card(s) is received in the Apprenticeship office. Only CPR

and First Aid Certifications that require both a hands on skills test and a written test will be accepted. All apprentices suspended because of expired CPR and/or First Aid card(s) must still attend their scheduled classes and take review tests.

#### **ARTICLE VII. JOB ASSIGNMENTS**

**Sec. 7.01:** An apprentice must accept all work assignments and/or rotation of employment within the Chapter Area to obtain the diversified training necessary for completion of the MVLCAT Program. Apprentices will have two (2) hours to respond to calls for work assignment placements. An apprentice who refuses a work assignment, within the Chapter Area, will remain out of work until the next Subcommittee meeting. At the Subcommittee meeting the apprentice may present their reason for refusing the working assignment. Based on the stated reason, the Subcommittee will then direct the Mo-Valley Training Director to issue either a (3) month penalty or cancel the apprenticeship agreement. (Three month penalty means the apprentice's raise will be delayed for three months.) Any apprentice who refuses a working assignment for the second time will automatically have their apprenticeship agreement cancelled.

**Sec. 7.02:** An apprentice is not permitted to terminate his/ her services with their employer. However, the apprentice may

submit to the Apprenticeship office, in writing, a request to change job assignments stating the reason for such a request.

**Sec. 7.03:** An apprentice that is fired from or quits a job assignment, is subject to suspension by the Director pending review by the Subcommittee at the next regularly scheduled Subcommittee meeting.

**Sec. 7.04:** When an apprentice's employment is terminated for any reason, he/she must immediately notify the Apprenticeship office and the local union office. Each apprentice must also follow up with the proper "Out-of-Work" notices.

**Sec. 7.05:** An apprentice will under no circumstances, accept employment outside the Chapter Area until the transfer is cleared through the Apprenticeship office. Violation of the proper procedure will result in termination of employment and a Subcommittee hearing.

**Sec. 7.06:** Every effort will be made to ensure that each apprentice is provided with work within his or her home area. However, to ensure a diversity of work and reasonable continuous employment over their apprenticeship, all work assignments will be issued by the AJATC.

**Sec. 7.07:** Any apprentice wishing to work outside of the Chapter Area, must contact the Apprenticeship office for consideration of transfer. The Director will seek to clear the transfer into another area, as positions become available.

**Sec. 7.08:** Apprentices will be assigned and rotated per the Policies and Procedures that have been adopted (and modified as needed) by the AJATC.

**Sec. 7.09:** Short calls are defined as work assignments in which the duration of the job is not expected to exceed 30 days. Apprentices assigned to short call projects will not lose their placement on the Master Out of Work List provided the working assignment does not exceed 30 days.

#### **ARTICLE VIII. CLASSES**

**Sec. 8.01:** Upon indenture, each apprentice will be assigned to a class. Each apprentice will be required to attend the class he/she is assigned. If an apprentice moves or is transferred to a location closer to another class, the apprentice must request approval, via email, from the Apprenticeship Office if they wish to be reassigned to the other class.

**Sec. 8.02:** Apprentices will attend all classes on their own time and without any reimbursement.

**Sec. 8.03:** Classes will be held as listed on the yearly class schedule. Additional mandatory classes may be scheduled any time.

**Sec. 8.04:** Each apprentice should acquire a minimum of 8 credits per year by attending scheduled classes.

**Sec. 8.05:** Each apprentice will be placed on a course material schedule. For each credit, the apprentice will be required to test over the specific material listed as follows:

<b>Class</b>	<b>Book</b>		<b>Class</b>	<b>Book</b>
1	1-1-1 & 1-1-2	<b>STEP 1</b>	13	2-4-1 & 2-4-2 <b>STEP 4</b>
2	1-2-1 & 1-2-2		14	2-5-1 & 2-5-2
3	1-3-1 & 1-3-2		15	2-6-1 & 2-6-2
4	SEMESTER EXAM		16	2 <sup>ND</sup> YEAR FINAL
5	1-4-1 & 1-4-2	<b>STEP 2</b>	17	3-1-1 & 3-1-2 <b>STEP 5</b>
6	1-5-1 & 1-5-2		18	3-2-1 & 3-2-2
7	1-6-1 & 1-6-2		19	3-3-1 & 3-3-2
8	1ST YEAR FINAL		20	SEMESTER EXAM
9	2-1-1 & 2-1-2	<b>STEP 3</b>	21	3-4-1 & 3-4-2 <b>STEP 6</b>
10	2-2-1 & 2-2-2		22	3-5-1 & 3-5-2
11	2-3-1 & 2-3-2		23	3-6-1 & 3-6-2
12	SEMESTER EXAM		24	3 <sup>RD</sup> YEAR FINAL

In addition to written tests, each apprentice may also be tested over their associated mechanical and rope skills to make splices and knots.

**Sec. 8.06:** All classes start at 8:00 A.M. unless otherwise specified and are scheduled for 8 hour sessions. When an apprentice is late to class, the following rules will apply:

**First time late, less than 60 minutes** - No penalty. It will be recorded on the apprentice's file.

**Second time late** - Sent home immediately and a mandatory Subcommittee hearing. It will be recorded on apprentice's file.

**Note:** No credit will be given if the apprentice is over 1 hour late to any assigned class. The apprentice may attend the remainder of the class session in order to avoid being recorded with a missed class.

**Sec. 8.07:** All apprentices must receive the specified number of book credits to be eligible to graduate.

**Sec. 8.08:** If an apprentice misses an assigned class or leaves class early for any reason before normal completion of class, it will be recorded as a missed class.

**Sec. 8.09:** If an apprentice misses three classes, he/she will be required to appear before the Subcommittee

**Sec. 8.10:** If an apprentice attends a class and does not turn in and successfully test over the appropriate workbook he/ she will not receive credit for that class.

**Sec. 8.11:** Anyone required to leave class for disruptive behavior will not receive credit for the class and will be required to appear before the Subcommittee.

**Sec. 8.12:** All apprentices will complete all course material and tests with a passing grade. The passing grade for workbooks is 75%. The passing grade for tests is 80%. The acceptable level of each apprentice will also be determined by the class instructor in conference with the Director. If progress is unacceptable, the apprentice will not receive class credit.

**Sec. 8.13:** If an apprentice fails the same workbook and/or workbook test and/or class test twice, they will be suspended and not allowed to retest for a minimum of 2 weeks, once the retest grades are acceptable, suspension will be lifted. If the same workbook and/or workbook test and/or class test is failed for the third time, the apprentice will be dropped from the program.

**Sec. 8.14:** If an apprentice fails to keep a reasonable pace with course material, report cards and class attendance, they will be

required to appear before the Subcommittee and may be dropped for non-compliance.

**Sec. 8.15:** For credit hours granted, the apprentice will be placed into the appropriate step for the number of hours credited. However, an apprentice may be required, regardless of previous experience to complete all specified course material.

#### **ARTICLE IX. COURSE MATERIAL COSTS**

**Sec. 9.01:** The apprentice will pay the actual cost of the books and course material. Payments may be made by credit card, check or money order. NO CASH!! Make checks payable to MVLCAT Expense and Tuition Fund.

**Sec. 9.02:** If an apprentice makes payment for books with a check and the check does not clear the bank, the apprentice must remit a money order or certified check, within 15 days of notification. If it is not received at that time, he/she will be suspended from the program and not be allowed to work as an apprentice until he/she appears before the Subcommittee.

**Sec. 9.03:** Apprentices must buy the workbooks supplied by MVLCAT. Note: To keep current with the latest edition materials, apprentices may not purchase the next set of

workbooks until they are nearing the end of their current workbooks.

**Sec. 9.04:** Each year, the Director will review the cost of the course material and present figures to the A.J.A.T.C. for any price adjustments.

#### **ARTICLE X. REPORT CARDS**

**Sec. 10.01:** All apprentices are required to report all hours worked while in the program on the proper time report card.

**Sec. 10.02:** Every apprentice is required to keep his/her own permanent time record.

**Sec. 10.03:** Every day of the month must be accounted for on the report cards whether apprentice is working or off from work for some reason.

**Sec. 10.04:** When no hours are reported for any day, give the reason for being off from work on the report card.

**Sec. 10.05:** Time spent in class shall be in addition to the required 6000 hours of on-the-job training and shall not be considered hours of work.

**Sec. 10.06:** Each monthly report card and field evaluation must be received in the Apprenticeship Office on or before 4:30PM CST on the 10th day of the following month. If the 10th falls on a weekend, then the deadline will be 8:00AM CST on the Monday after. Any report card and/ or field evaluation received after the deadline will result in a penalty class(es). The penalty class(es) will have to be served prior to advancing to your next step increase. For those that are already 7th step, the penalty class(es) will need to be served before being eligible to take the Journeyman Test.

All monthly time report cards and field evaluations must be signed by the crew foremen (or other authorized company official), or it will not be accepted. If a report card and/or field evaluation has a verified forged foreman's signature, the policy regarding false documents will apply.

#### **ARTICLE XI. BETWEEN CLASS TESTS**

**Sec. 11.01:** An apprentice will have one credit added to his/ her "total credits" each time they successfully complete and test over the material. An apprentice may test between regularly scheduled classes if they get prior approval from the Apprenticeship Office. Each apprentice should receive a minimum of 8 credits per year by attending scheduled classes and/or testing between regular scheduled classes.

**Sec. 11.02:** Credits between scheduled classes may be taken only if approved through the Apprenticeship Office. If approved for a retest or a between classes test, it will be considered a regular scheduled class. All rules and regulations concerning classes will apply. See Article IX.

Sec. 11.03: A between class credit may not be used in place of attending an assigned class. All apprentices must attend all assigned classes in addition to the use of between class credits.

## **ARTICLE XII. STEP CLASSIFICATION**

**Sec. 12.01:** An apprentice working out of his/her step classification and pay rate, or doing work beyond the limits of their step classification, will immediately be suspended from the apprenticeship program and will not be allowed to work as an apprentice, pending a Subcommittee hearing.

**A:** 1st step apprentices may not work on any energized lines or circuits, and as a safety measure shall not be within reaching or falling distance of any voltage over 600 volts.

**B:** 2nd to 7th step apprentices may work on energized lines or circuits energized up to 600 volts, as a safety measure they must be under the direct supervision of a qualified Journey level worker.

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

**Sec. 12.02:** An apprentice will only receive a step increase when he/she completes all requirements for each step. The requirements for step pay increases are listed on the following chart.

<u>Step</u>	<u>Book</u>	<u>Credits</u>	<u>Hour</u>	<u>Pay% Jour. Pay Rate</u>
1	-		-	60%
2	1-4-2	4	1000	65%
3	2-1-2	8	2000	70%
4	2-4-2	12	3000	75%
5	3-1-2	16	4000	80%
6	3-4-2	20	5000	85%

Serving any Late Time Sheet Penalties/Penalty Classes is required for each step.

**Sec. 12.03:** If the credit requirement has been met but the hours requirement has not, a step increase can still be received between classes. The step will be sent, once a signed report card (through the date that the required hours were obtained) is received in the Apprenticeship office.

**Sec. 12.04:** The employer is not required to change the pay rate of an apprentice until the crew foreman receives the new step classification card. The apprentice will receive the official step classification card from the Apprenticeship office and present it to the crew foreman.

**Sec. 12.05:** If the pay increase is not received during the week following eligibility, contact the Apprenticeship office immediately.

**Sec. 12.06:** If an apprentice is working outside of his local union when he/she is eligible for the step increase, he/she should put a note on the report card, naming the company he/she is working for and the address, so the company can be notified.

### **ARTICLE XIII. MEDICAL HOLD**

**Sec. 13.01:** In the case of an injury or illness in which the apprentice is unable to work and cannot attend class, a Medical Hold can be requested from the Apprenticeship Office. The proper form should be completed and sent to the apprenticeship office along with a written Doctor's Excuse. The Medical Hold form and an updated written Doctor's Excuse must be resubmitted every 60 days. Those apprentices on Medical Hold are exempt from attending classes.

**Sec. 13.02:** If an apprentice does not resubmit a Medical Hold form along with an updated written Doctor's Excuse every 60 days as required, they will be taken off of Medical Hold and will be required to attend all mandatory and regular scheduled classes.

**Sec. 13.03:** If Medical Hold status exceeds 180 days, a Subcommittee hearing will be scheduled to discuss the status.

### **ARTICLE XIV. MILITARY SERVICE**

**Sec. 14.01:** Veterans may apply for Veteran's Assistance Benefits through the Apprenticeship Office.

**Sec. 14.02:** An apprentice who enters the Military Service shall immediately notify the Apprenticeship office. Upon receipt of such notice, the Director shall place the apprentice on an inactive status.

**Sec. 14.03:** An indentured apprentice returning from active duty must request reinstatement per the USSERA guidelines.

#### **ARTICLE XV. LEAVE OF ABSENCE**

**Sec. 15.01:** An apprentice may request to take a Leave of Absence from the program.

**Sec. 15.02:** The request must be submitted in writing to the Apprenticeship Office, explaining the reasons for the request.

**Sec. 15.03:** The Director will determine on a case by case basis if the Leave of Absence will be granted or denied.

**Sec. 15.04:** Upon determining, the Director may grant a Leave of Absence for a maximum of 12 (twelve) weeks.

**Sec. 15.05:** All personal information submitted to the Apprenticeship Office will be confidential.

## **ARTICLE XVI. SUBCOMMITTEE**

**Sec. 16.01:** A Subcommittee may periodically examine the progress of all apprentices on-the-job and classroom instruction. They may take action to disapprove an advancement, extend present classification for a specified time period, cancel the indenture of an apprentice, or outline specific steps and time tables that an apprentice must meet in order to remain in the program.

**Sec. 16.02:** An apprentice who is notified to appear before the area Subcommittee will have to appear during normal working hours.

**Sec. 16.03:** If an apprentice fails to appear before the Subcommittee as directed, he/she will be removed from the apprentice program for non-compliance. The Subcommittee may leave the ruling open if there is insufficient information concerning the reason for the absence of the apprentice from the hearing.

## **ARTICLE XVII. RIGHT TO APPEAL**

**Sec.17.01:** An apprentice may appeal any decision of the Subcommittee to the A.J.A.T.C. The appeal must be submitted in writing to the Apprenticeship office within 90 days

of the Subcommittee action. The letter must state the reason why the area Joint Committee should reverse the decision of the Subcommittee.

**Sec.17.02:** An apprentice who is dropped during the probation period will not have the right to an appeal.

**ARTICLE XVIII.SUSPENSION / REINSTATEMENT**

**Sec. 18.01:** An apprentice who is suspended from the program for any reason, shall have his/her employment terminated. He/She will not be allowed under any circumstances, to work as an apprentice until he/she has been reinstated by the Subcommittee.

**Sec. 18.02:** An apprentice will not receive credit for any hours worked while suspended from the apprentice program. If an apprentice is suspended, he/she must still continue to attend all mandatory and regularly scheduled classes.

**ARTICLE XIX. APPRENTICESHIP CANCELLATION**

**Sec. 19.01:** An apprentice may be removed from training by the committee, in accordance with the rules, for cause. Such removal by the committee cancels his/her indenture and removes the opportunity to complete his/her training. When

removed from training, he/she shall be reclassified by the local union, and will not be allowed to work as an apprentice, or as a Journeyman, under any circumstances according to I.B.E.W. policy.

(Reference: N.J.A.T.C. Bulletin 77-11, dated September 15, 1977.)

**Sec. 19.02:** Any apprentice may request a Voluntary Withdrawal in WRITING. The request must be signed by the apprentice and state the reason for discontinuing his/her apprenticeship.

#### **ARTICLE XX. JOURNEYMAN'S EXAM**

**Sec. 20.01:** An apprentice will have 30 days to take the Journeyman's Exam from the date he/she is eligible. All Apprentices must take the Journeyman's Exam at the Missouri Valley Apprenticeship Office. An apprentice who fails the Journeyman's Exam the first time must wait a minimum of 30 days. Then he/she will have 30 days from the end of the 30 day waiting period to take the test the second time.

**Sec. 20.02:** An apprentice failing to take the Journeyman's Exam within the 30 day eligibility period, will be required to appear at the next Subcommittee hearing.

**Sec. 20.03:** An apprentice who fails the Journeyman's Exam two (2) times, will be required to appear at the next Subcommittee hearing.

## **ARTICLE XXI. GRADUATION REQUIREMENTS**

**Sec. 21.01:** In order to graduate, an apprentice must complete the following:

1. Complete all required course material in an acceptable manner.
2. Complete a minimum of 6000 hours of on-the-job training.
3. Complete 400 hours of traffic control work.
4. Complete 1100 hours of equipment and tool usage
5. Complete 1800 hours of foundations and conduit work
6. Complete 1100 hours of equipment installation
7. Complete 800 hours of wire and cable pulling
8. Complete 150 hours of blueprint plan and layout work
9. 650 hours of troubleshooting.
10. Appear before the area Subcommittee for a verbal review.
11. Have a valid Standard First Aid Card and a valid CPR card.
12. Complete any class penalties.
13. Pass the Journeyman's Test with a minimum grade of 80%. (Test will be given only after all other requirements are completed).

## **POLICY STATEMENT**

### **ARTICLE XXII. GENERAL PROGRAM POLICY**

**Sec. 22.01:** Any applicant selected to enter the Missouri Valley Line Constructors Apprenticeship and Training Program will be subject to a drug screen and/or random drug screens prior to assuming work duties.

**Sec. 22.02:** Any applicant or active apprentice who is found, by due examination, to be physically unable to perform the duties required by the nature of the line construction trade, or if a drug test is positive for use of illegal drugs(see drug policy), they will not be indentured or continue as an apprentice in the MVLCAT Program.

**Sec. 22.03:** Area Subcommittees will meet quarterly, or as needed, to review the progress of apprentices, apprentice assignments, hearings and to also interview new applicants. Subcommittee meetings will be conducted during normal working hours.

**Sec. 22.04:** The Subcommittee will interview all qualified applicants for possible entry into the Missouri Valley Line Constructors Apprenticeship and Training Program.

**Sec. 22.05:** The Subcommittee will review all documented requests for previous experience signed by a company official or local union business manager where previous experience was acquired.

**Sec. 22.06:** The Subcommittee may grant none, any part of, or all the previous experience.

**Sec. 22.07:** If subsequent field evaluations indicate the apprentice is not adequately performing the duties of his/her step, the local Subcommittee is authorized to return said apprentice to 1st or 2nd step apprentice classification, or remove him/her from the apprenticeship program as authorized by the 1500-hour probationary period.

**Sec. 22.08:** Anyone not presenting Previous Experience (Form MV-9) at the time of his/her indenture, will not be considered for previous experience credit at a later date.

**Sec. 22.09:** Any work experience accumulated between the time of the applicant's interview and the time of placement, may be reviewed for possible previous experience credit by the Subcommittee, following his/her indenture as an apprentice.

**Sec. 22.10:** Applicants who meet the minimum qualifications for acceptance, will be listed in the order of the score that they received in the interview. The Apprenticeship Office will maintain a list of eligible applicants for each local Subcommittee. The applicant with the highest score will be listed first. Each Subcommittee must select the top applicant on the list each time. The apprentice's indenture date will be the date he/she starts the apprenticeship. In the event that the applicant who is first on the list cannot be located or refuses placement, he/she will be removed from the list.

**Sec. 22.11:** All apprentices are indentured to the MVLCAT Program and not to the local union. The AJATC has the right of apprentice job placement. All matters of apprenticeship will be handled by the Committee through the Apprenticeship office.

**Sec. 22.12:** All actions of the Subcommittee shall be in accordance with the rules, regulations and policies of the MVLCAT Committee.

**Sec. 22.13:** The Apprenticeship Office will keep the minutes of all Subcommittee meetings.

**Sec. 22.14:** Minutes of all Subcommittee meetings will be mailed to the area Subcommittee members and upon request to the JATC members.

**Sec. 22.15:** The Executive/Assistant Training Director, Business Manager or Assistant will be allowed to sit in on all Subcommittee hearings in an advisory capacity.

**Sec. 22.16:** The MVLCAT Apprenticeship Director is charged with the responsibility of administering the rules and policies of the J.A.T.C.

**Sec. 22.17:** The Apprenticeship office will maintain a permanent file on every apprentice.

**Sec. 22.18:** Any apprentice working for an employer who does not contribute to MVLCAT Program, will not be allowed to claim those hours toward completion of his/her apprenticeship unless approved by the Subcommittee.

**Sec. 22.19:** When additional apprentice manpower is needed, the Apprenticeship office will check nationally for available help and arrange proper transfer of apprentices across Chapter Areas.

**Sec. 22.20:** Any apprentice from another program, seeking work in the MVLCAT jurisdiction, must be cleared through the office of their Training Director.

**Sec. 22.21:** A former apprentice who wishes to reapply for the apprenticeship program must submit another completed application.

#### **ARTICLE XXIII: AFFIRMATIVE ACTION POLICY**

**Sec. 23.01:** It is the practiced policy of the Missouri Valley J.A.T.C., in accordance with the Department of Labor's Bureau of Apprenticeship Training, to take affirmative action to locate, recruit, interview and rank all eligible applicants who may be interested in becoming a Traffic Signal Technician Apprentice. Women and minorities are encouraged to apply. These duties as well as the employment and training of active apprentices are administered without regard to race, color, national origin, sex, religion, marital status, sexual orientation, physical appearance or any other protected class.

Journeyman, Traffic Signal Technician, Craftsman and Foreman are terms used to identify levels of competency, not sex.

**ARTICLE XXIV. POLICY ON SEXUAL HARASSMENT**

**Sec. 24.01:** Missouri Valley Apprenticeship and Training Program strongly disapproves of and will not tolerate sexual harassment of any kind. All employees must avoid offensive or inappropriate sexual behavior at work or in related training and are responsible for assuring that the work place is free from sexual harassment at all times.

**Sec. 24.02:** Missouri Valley J.A.T.C.'s policy prohibits unwelcome sexual advances, requests for sexual acts or favors, with or without accompanying promises, threats, or reciprocal favors or actions; or any other verbal or physical conduct of a sexual nature which has the purpose or effect of adversely affecting an employee's performance or which creates a hostile or offensive working environment.

**Sec. 24.03:** Complaints of sexual harassment will be promptly and carefully investigated by the J.A.T.C., and all employees are assured that they will be free from any and all reprisal or retaliation from filing such complaints. Any apprentice who has a complaint of sexual harassment at work or in class, by anyone, should immediately bring the problem to the attention of the J.A.T.C. or the Training Director.

**Sec. 24.04:** An investigation will include interviews with all relevant persons including the complainant, the accused and other potential witnesses. Apprentices are assured that the privacy of the complainant and the person accused of sexual harassment will be kept strictly confidential.

**Sec. 24.05:** Missouri Valley J.A.T.C. will review its findings with the complainant at the conclusion of its investigation. If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action will be taken to stop the harassment and prevent its recurrence. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are reacquainted with this sexual harassment policy and to avoid sexual harassment in the future.

## **ARTICLE XXV. POLICY CHANGE ADMINISTRATION**

**Sec. 25.01:** This Policy Statement and attached Rules & Regulations may be changed at any time by the MVLCAT Committee.

**Sec. 25.02:** The Training Director is authorized to adopt procedures deemed necessary to effectively carry out Committee Policy and the Rules & Regulations.

**Sec. 25.03:** The MVLCAT Committee, through the Director, shall expect all parties to the related labor agreements to adhere to the Area Training Agreement, the Standards, the Selection Procedures and the Affirmative Action plan of this program and applicable Federal and State Laws.





