

**HAWAII
IUEC LOCAL 126
JOINT APPRENTICESHIP COMMITTEE (JAC)
PROGRAM POLICY – AUGUST 2004**

COMPOSITION & RULES

1. The JAC shall consist of four (4) management representatives and four (4) union representatives and each side having one (1) alternate member. Alternate members shall have voice but no vote on any matters.
2. A new Chairman, Co-Chairman and Secretary shall be appointed each **June**. Representatives from the union appointed as the Chairman and Secretary to serve in the odd years and along with a management representative appointed to serve as Co-Chairman.

Representatives from management appointed as Chairman and Secretary along with a union representative appointed as Co-Chairman to serve in the even years.

3. The quorum of four (4) members for transaction of business shall consist of at least two (2) representatives from union and two (2) from management. .

Each side will at all times represent equal voting strength when quorum is met.

4. JAC members will be removed for inactivity or failure to abide by the policies and procedures of this Committee. A member who fails to attend three (3) consecutive meetings will be deemed inactive and the respective alternate shall be seated at the next regular meeting.
5. The Chairman shall establish at each monthly meeting the time, place and date of each future committee monthly meeting. Meeting length shall be no longer than 1½ hours except with the approval of majority of the members.

The Chairman shall schedule all regular monthly meetings with seven (7) days written notice to all members.

6. Robert's Rules of Order, current edition, shall be the guide on all matters not herein provided for.

COMPOSITION & RULES (cont'd)

7. A Representative from the State of Hawaii Workforce Development shall serve as an Advisory Committee Member.

JAC RESPONSIBILITIES

1. **Authority** – The JAC is responsible for all Local apprenticeship matters, including the formulation of these rules and policies, furnishing copies of them to each apprentice, and making any changes or revisions deemed necessary for the betterment of the program. The JAC enforces the regulations, rules, and policies in a uniform and progressive manner and at all times operates in accordance with the decisions of the NEIEP Trustees as well as applicable Federal and State Law.

2. **Equal Employment Opportunity** – It is the policy of the JAC that any JAC member (employer or union representative) shall:

Provide equal opportunity in the recruitment selection, employment and training of apprentices without regard to race, color, religion, sex, sexual orientation, national origin, marital status, age (where the individuals is 18 years or older), expunged juvenile record, family relationship, opposition to safety and health hazards, mental or physical disability and provide a workplace or training site free from harassment of any kind including but not limited to gender, sexual orientation, race, color, religion, national origin, political affiliation, marital status, mental or physical disability.

3. **Harassment** - The JAC has adopted a “zero tolerance” harassment policy. For purposes of this policy, harassment shall be defined to include unwelcome verbal and physical advances, requests for favors and when.
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment/ training.

JAC RESPONSIBILITIES (Cont'd)

- b. Submission or rejection of such conduct by an individual is used as a basis for employment/training decisions affecting the individual, or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working or training environment.

The JAC will uniformly apply rules and regulations concerning, but not limited to, equality of wages, periodic advancement, promotion, job performance, rotation among all work processes of the trade/occupation, assignment of work, imposition of penalties or other disciplinary matters and all other aspects during their apprenticeship according to applicable Federal and State Law.

Each apprentice shall be required to sign the JAC's anti-harassment and discrimination policy and to follow the procedures contained therein for the processing and investigating of complaints.

- 4. **Program Standards** – The JAC has developed program standards that have been approved by the appropriate registration agency and must administer its program in accordance with these standards and requirements. The standards outline the minimum requirements for each program along with OJT and related classroom training requirements, wage schedule, and probationary period. A copy of the standards has been attached to these policies and procedures and all apprentices should become familiar with this information.
- 5. **Program Costs** – NEIEP is responsible for the administrative costs and expenses associated with the operation of the program. The JAC (participating employers or the union) will not charge or cause charges to be levied against its apprentices for the purpose of financially supporting the administrative, clerical or organizational costs of operating the program.

JAC RESPONSIBILITIES (cont'd)

5. **Political Activity** – The JAC and/or its representatives cannot require apprentices to perform political activities of any sort, or make progress or retention in an apprenticeship program dependent on the performance of such activities. These include but are not limited to, posting flyers, placing yard signs, working on phone banks, mailings, and collecting funds.

APPRENTICE RESPONSIBILITIES

Apprentices are expected to cooperate with and abide by all JAC rules and policies during the development of their career. The following sections outline expectations and procedures concerning on-the-job training (OJT), related classroom instruction (RT), advancement and completion requirements and disciplinary action.

1. **Registration & License** – Apprentices are indentured to the JAC, not to individual employers (training agents). They are registered by the applicable registration agency effective the date a completed and signed apprenticeship agreement is received by the registration agency.
2. **General Responsibilities** – As an apprentice, you must:
 - Diligently perform the work assigned by the journeyman and/or foreman.
 - Develop and practice safe working habits as well as comply with the employer environmental, health and safety programs and apprentice standards.
 - Conduct yourself at all times as a representative of the NEIEP apprenticeship program in a neat and professional manner.
 - Report to work and related training classes on time.
 - Attend all related training classes as required by the JAC.
 - Advance in the program in a satisfactory manner.
 - Keep the JAC informed of your current address and telephone number within fourteen (14) days of change.
 - Complete, maintain (a copy) and submit a Monthly Progress Report to the JAC in a timely manner. Apprentices are responsible for the accuracy of their monthly hours report and will submit their total worked hours prior to each September 1st for possible wage rate.

APPRENTICE RESPONSIBILITIES (cont'd)

3. **Termination** – If an apprentice chooses to voluntarily terminates his/her employment or is terminated for cause, he/she must notify the JAC or the JAC Area Coordinator in writing within two (2) business days, providing the following information:
 - Name, address, and telephone number.
 - Name of previous employer and last date of work.
 - Signature and date.

The training agent (employer)must also submit written notification of the Termination to the JAC, including the date and reason for termination.

RELATED TRAINING

1. **General Information** – The NEIEP Trustees are responsible for establishing and/or approving the content and curriculum of all related training classes, and for developing and distributing the schedule to program participants.
2. **Attendance** – A minimum of 144 hours of related training must be completed each year an apprentice is in the program and all apprentices are required to attend all regular and special classes scheduled.

Make-up training for apprentices with excused absence (with the JAC approval) shall be done through special make-up sessions as determined by the JAC and instructors. Make-up sessions will be done only in the months of March, April and May each session shall be four (4) hours in length.

3. **Grades** – Apprentices must successfully complete related training classes with a 70% or better for graded classes; of “Pass” for non- graded classes. The JAC will notify apprentices who fail to do so in writing that they will be required to repeat the term or make arrangements for make-up work depending upon the circumstances. Advancement will be held until the minimum grade level has been achieved.

b. Second or Subsequent Exam (s):

The Joint Apprenticeship Committee (JAC) will have the option of enrolling any apprentice who sit for and fail the Mechanic's Exam or waives the exam in one of two classes:

ADVANCEMENT (RERATE) & DISCIPLINE (cont'd)

4. **Disciplinary Action** – Failure to satisfy progress requirements or any apprentice's responsibilities will result in one or more of the following action.
 - a. During the probationary period: your apprenticeship agreement may be cancelled for reasons specified within the program standards.
 - b. After the probationary period: reasonable opportunity for corrective action must be given before cancellation of agreement can occur.

The JAC will enforce a "three-strike" violation policy after the probationary period whereby failure to satisfy program requirements or fulfillment of the apprentice responsibilities and/or discipline code violations will subject an apprentice to:

- a. **Notice to Appear:** This action requires you to appear at a JAC meetings do discuss the problem(s) and required follow-up.

The JAC may impose a "HOLD" action that will delay advancement until the problems/conditions have been resolved.

Apprentices will be held at their current level if advancement criteria have not been met. A "Hold" can also be placed on a raise for disciplinary reasons.

An apprentice may request to appear at a JAC meeting to request restoration of a lost raise after six (6) months with proof that the condition which let to the "Hold" have been satisfactorily corrected. However, in disciplinary cases the JAC is under no obligations to restore the lost raise.

- b. **Proposed Cancellation:** This notice requires the apprentice to appear at the next JAC meeting to show cause why cancellation from the program should not be implemented. Reasonable opportunity for correction of problem will be provided.

ADVANCEMENT (RERATE) & DISCIPLINE (cont'd)

- c. **Final Cancellation:** This action terminates your apprenticeship agreement for the reasons listed in the notice.
- d. **Final Appeal:** State of Hawaii Dept. of Labor, Workforce Development Division (WDD) Appeal.

Problems that will result in disciplinary action or termination include, but are not limited to:

- Violation of the JAC rules and policies.
- Refusal to sign required paperwork.
- Absenteeism or tardiness at school or on the job.
- Unsatisfactory job performance reports from employers or termination for cause.
- Irresponsible acts, falsification, cheating, or severe attitude problems.
- Theft of equipment or material from the program or vandalism of the training facility.
- Use of alcohol or controlled substances on school property or job site.
- Repeated and/or continuous problems on the job or in school.

Employers will be notified of apprentice progress, including disciplinary actions and cancellation from the program. Copies of all notices and related correspondence will be maintained in your apprentice file.

CREDIT FOR PRIOR EXPERIENCE

1. **Transfers** – Apprentices transferring from a registered apprenticeship program will be considered at the level of wage rate, period, and related training indicated on official documents supplied by the previous program, provided that the transferring program standards for advancement and related training progression are similar to those of this committee.

CREDIT FOR PRIOR EXPERIENCE (cont'd)

2. **Returning Apprentices** – Previously terminated apprentices may request reentry into the program at their previous entry level. However, those terminated for cause must wait 12 months before requesting re-admittance and will not be indentured until the apprentice appears before the JAC and provides satisfactory documentation that the conditions leading to their cancellation have been corrected. An apprentice reentering the program will be evaluated by the JAC and registered at the appropriate level based upon his/her current knowledge, skills, and ability.
3. **New Apprentices** – Apprentices wishing to receive credit for experience gained prior to their indenture must submit a written request to the JAC along with the following documentation:

- a. **OJT Experience** – A letter on company letterhead bearing the employer's signature must be submitted documenting the amount of applicable time worked for that employer. It must detail the type of work done and the amount of time spent in each work process.

OJT credit cannot be given for classroom training received in employment or at an educational institution and the committee cannot grant credit for illegal OJT experience. If a license was required to do the work being submitted, credit will not be awarded.

- b. **Related Classroom Training** – Written documentation, such as transcripts or completion certificates, must be submitted.

PROBATIONARY PERIOD/CANCELLATION OF APPRENTICESHIP AGREEMENT

1. Each applicant selected for apprenticeship shall serve a probationary period of six (6) months of on-the-job training. (A newly hired apprentice without previous mechanical experience shall be classified as a probationary apprentice for a period of not less than six (6) months nor more than nine (9) months.)
2. A Probationary appearance shall advance from probationary status upon completion of the probationary period provided such probationary apprentice has worked a minimum of one hundred (100) hours in each six (6) months during the six (6) to nine (9) month probationary period. During the probationary period either the apprentice or JAC may terminate the Apprenticeship Agreement, without stated cause by notifying the Registration Agency and the other party in writing.
3. The records for each probationary apprentice shall be reviewed prior to the end of the probationary period. Records shall consist of periodic reports from the apprentice's employer or employers, a complete record of attendance and grades in related instruction, and any disciplinary action taken during the probationary period. Any probationary apprentice considered to be unsatisfactory after a review of the probationary records shall have his or her Apprenticeship Agreement canceled before the expiration of the probationary period, and the Registration Agency will be so notified.
4. Each probationary apprentice evaluated as satisfactory after a review of the probationary records shall be given full credit for the probationary period and continue in the program.
5. After the probationary period the Apprenticeship Agreement may be canceled at the request of the apprentice, or may be suspended or terminated by the JAC for good cause after documented due notice to the appearance and a reasonable opportunity for corrective action. In such cases. The JAC will provide written notice to the apprentice and to the registration agency.

RECORDS AND EXAMINATIONS

1. Apprentices shall be responsible for the completion of records of work experience and related instructions on forms furnished by the Workforce Development Division, Department of Labor and Industrial Relations. At the end of each calendar month, the apprentices shall submit work records to their employer or supervisor for signature and grading. This report, properly signed, shall then be kept at the Local Training Office with a retention time of the five (5) years.

HOURS OF WORK

1. Apprentices shall work the same hours as mechanics. Apprentices may work overtime as provided by the collective bargaining agreement; however, no apprentice shall be allowed to work overtime if it interferes with related instruction classes. In case apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours worked.
2. Apprentices who do not complete the required hours of on-the-job training during a given segment shall have the term of that segment extended until the required number of hours of training is accrued.

RATIO OF APPRENTICES TO JOURNEY WORKERS

1. In order to insure proper supervision, training and reasonable continuity of employment of apprentices under the guidance of qualified journey workers shall not be more than one (1) apprentice to one (1) licensed journey worker regularly employed by the firm in the apprentice able occupation.

COMPLAINT RESOLUTION

1. Any apprentice, or employer who has a problem is encouraged to bring it to the attention of the JAC who is ready and willing to help. All complaints must be submitted to the committee in writing at least ten (10) days prior to the next committee meeting date for placement on the meeting agenda.
2. The JAC's decision will be communicated to you in writing and noted in the meeting minutes.

- A. The services of the Administrator of the Workforce Development Division may be utilized for consultation regarding differences arising out to the terms of the apprenticeship agreement entered into under these standards. Any such differences or disagreement which is not covered by a collective bargaining agreement may be submitted to the Director of Labor and Industrial Relations for final decision.
3. The services of the Administrator of the Workforce Development Division may be utilized for consultation regarding differences arising out of the items of the apprenticeship agreement entered into under these standard. Any such differences or disagreement, submitted to the Director of Labor and Industrial Relations for final decision.