

# APPENDIX A

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(TO BE REPRODUCED ON SPONSORING NECA CHAPTER OR LOCAL UNION LETTERHEAD)

Date

Dear (JATC Member/Trustee Appointee):

Please allow this communication to serve as official notification that you have been appointed as a Trustee/Committee Member to the \_\_\_\_\_ Joint Apprenticeship and Training Committee (JATC). Your term of appointment shall begin on \_\_\_\_\_ and expire on December 31, \_\_\_\_\_. At the end of your term, you may be reappointed to the committee. All such reappointments shall be in writing as well.

A copy of this appointment has been forwarded to the JATC's office. You will be receiving additional information from that office concerning official JATC business. Please be sure to keep the JATC informed of any future changes in your mailing address and/or telephone number.

Thank you for accepting this opportunity to serve your Industry. To confirm your acceptance of this appointment, you must sign and date the acceptance statement below, and present this appointment communication to the JATC office. The JATC will forward a copy of this signed communication to the appropriate sponsoring party. We look forward to your participation as a Committee Member/Trustee, as well as your valuable contributions to our training commitment.

Sincerely,

— PLEASE SIGN AND DATE BELOW —

ACCEPTANCE OF APPOINTMENT

MY SIGNATURE BELOW ACKNOWLEDGES THAT I AM PLEASED TO ACCEPT THIS APPOINTMENT AND WILL SERVE IN THE APPOINTED CAPACITY TO THE VERY BEST OF MY ABILITY.

APPOINTEE'S SIGNATURE

DATE

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# **APPENDIX B**

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# APPRENTICE ON-THE-JOB TRAINING ASSIGNMENT

NAME \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

AREA CODE NUMBER

\_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_

REPORTING TIME \_\_\_\_\_ DATE \_\_\_\_\_

CITY STATE ZIP

PERIOD OF APPRENTICESHIP \_\_\_\_\_ RATE OF PAY \_\_\_\_\_ ACCUMULATIVE OJT HOURS TO DATE \_\_\_\_\_

EMPLOYER ASSIGNED TO \_\_\_\_\_

JOB SITE TO REPORT TO \_\_\_\_\_

DIRECTIONS, SPECIFIC INSTRUCTIONS AND/OR COMMENTS \_\_\_\_\_

— ASSIGNMENT MADE BY THE JOINT APPRENTICESHIP AND TRAINING COMMITTEE —

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

JATC REPRESENTATIVE

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## AUTHORIZATION FOR DEDUCTION OF WAGES

I hereby authorize my employer to deduct a percentage, as specified in the current collective bargaining agreement (CBA), of my weekly gross earnings and to mail that amount to the IBEW Local Union that is directly affiliated with this Joint Apprenticeship and Training Committee. I acknowledge that this assignment of wages shall be irrevocable for one year, or the duration of the CBA, whichever occurs first, and shall be automatically renewed for successive one year periods.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

WHITE COPY - APPRENTICE    GREEN COPY - EMPLOYER    YELLOW COPY - NECA CHAPTER    PINK COPY - IBEW LOCAL UNION    GOLD COPY - JATC FILE

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# APPENDIX C

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**Item 4.a. Definitions:**

**Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

**Item 4.b. Definitions:**

**American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

**Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

**Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White.** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Item 7. Instructions:**

Indicate any career linkage (definitions follow) or direct entry. Enter "None" if no career linkage or direct entry apply. Enter "Incumbent Worker" if the individual before becoming an apprentice was currently employed full-time by the sponsor or entities participating in the apprenticeship program (Military). Career linkage includes participation in programs that provided employment, training and other services to adults, youth and dislocated workers. Funds for these activities are provided by the U.S. Department of Labor/Employment and Training Administration (U.S. DOL/ETA) to states and local communities.

**Adult.** Also includes individuals participating in Native American Programs, and/or Migrant and Seasonal Farmworker Programs.

**Youth.** Includes Youth ages 16-21 years, and other concentrated Youth programs in designated areas.

**Dislocated Worker.** Includes an individual that has been terminated or laid off and is unlikely to return to the industry or occupation. It also includes a displaced homemaker who has been providing unpaid services to family members in the home, is no longer supported, and is unemployed or underemployed.

**Trade Adjustment Assistance.** Includes trade-affected workers who have become unemployed as a result of increased imports or shifts in production out of the United States.

**Job Corps.** Youth ages 16-24 years usually receiving services in a residential setting.

**School-to-Registered Apprenticeship.** Program designed to allow high school youth ages 16 - 17 to enter a Registered Apprenticeship program and continue after graduation with full credit given for the high school portion.

**YouthBuild.** Program transferred from the U.S. Department of Housing and Urban Development (HUD) to U.S. DOL/ETA in September 2006. It assists youth ages 16-24 to obtain education and skill training and advance toward post-secondary education and career pathways in construction and other high growth, high demand occupations while building affordable housing in their communities.

**HUD/STEP-UP.** Developed in conjunction with the U.S. Department of Housing and Urban Development (HUD). The program provides the actual apprenticeship experience and the framework for moving into high-skill Registered Apprenticeship.

**Direct Entry.** A graduate from an accredited technical training school, Job Corps training program, Youth Build Program, or a participant in a military apprenticeship program, any of which training is specifically related to the occupation and incorporated in the Registered Apprenticeship standards. Also, fill in the name of the program.

**Item 18. Wage Instructions:**

18a. Pre-Apprentice hourly wage, sponsor enters the individual's hourly wage in the quarter prior to becoming an apprentice.

18b. Journeyworker's wage, sponsor enters wage per hour.

18c. Apprentice's entry hourly wage, (hourly dollar amount paid), sponsor enters this apprentice's entry hourly wage.

18d. Term, sponsor enters in each box the apprentice schedule of pay for each advancement period.

18e. Percent or dollar amount, sponsor marks one.

**Note:** 18b. If the employer is signatory to a collective bargaining agreement, the journeyworker's wage rate in the applicable collective bargaining agreement is identified. Apprenticeship program sponsors not covered by a collective bargaining agreement must identify a minimum journeyworker's hourly wage rate that will be the basis for the progressive wage schedule identified in item 18e. of this agreement.

18d. The employer agrees to pay the hourly wage rate identified in this section to the apprentice each period of the apprenticeship based on the successful completion of the on-the-job learning and the related instructions outlined in the Apprenticeship Standards. The period may be expressed in hours, months, or years.

18e. The wage rates are expressed either as a percent or in dollars and cents of the journeyworker's wage depending on the industry.

**Example - 3 YEAR APPRENTICESHIP PROGRAM**

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>
hrs., mos., yrs.	1000 hrs.					
%	55	60	65	70	80	90

**Example - 4 YEAR APPRENTICESHIP PROGRAM**

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>	<u>Period 7</u>	<u>Period 8</u>
hrs., mos., yrs.	6 mos.							
%	50	55	60	65	70	75	80	90

**Item 21.** Identifies the individual or entity responsible for receiving complaints (Code of Federal Regulations, CFR, Title 29 part 29.6(k)).

**Item 25. Definition:** The Registered Apprenticeship Partners Information Data System (RAPIDS), formerly known as the Registered Apprenticeship Information System (RAIS), encrypts the apprentice's social security number and generates a unique identification number to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

\*The submission of your social security number is requested. The apprentice's social security number will only be used to verify the apprentice's periods of employment and wages for purposes of complying with the Program Assessment Rating Tool (2005) of the Office of Management and Budget related to common measures of the Federal job training and employment programs for measuring performance outcomes and for purposes of the Government Performance and Results Act. The Office of Apprenticeship needs the apprentice's social security number to match this number against the employers' wage records. Also, the apprentice's social security number will be used, if appropriate, for purposes of the Davis Bacon Act of 1931, as amended, U.S. Code Title 40, Sections 276a to 276a-7, and Title 29 CFR 5, to verify and certify to the U.S. Department of Labor, Employment Standards Administration, that you are a registered apprentice to ensure that the employer is complying with the geographic prevailing wage of your occupational classification. Failure to disclose your social security number on this form will not affect your right to be registered as an apprentice. Civil and criminal provisions of the Privacy Act apply to any unlawful disclosure of your social security number, which is prohibited.

The collection and maintenance of the data on ETA-671, Apprentice Registration – Section II Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and CFR 29 Part 29.1. The data is used for apprenticeship program statistical purposes and is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a.), in a system of records entitled, DOL/ETA-4, Apprenticeship Information Management System (AIMS), which is now known as (RAPIDS) at the Office of Apprenticeship, U.S. Department of Labor. Data may be disclosed to a State Apprenticeship Council to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 USC 50. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room N-5311, Washington, D.C.. 20210. (Paperwork Reduction Project 1205-0223).

# APPENDIX D

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(TO BE REPRODUCED ON JATC LETTERHEAD)

## Apprenticeship Information Acknowledgment

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I have been given the opportunity to read and review the JATC's Apprenticeship Standards and written Rules and Policies, the apprenticeship registration form, and the sections of the Collective Bargaining Agreement that pertain to apprenticeship. A representative of the JATC has adequately reviewed this material with me and satisfactorily answered all questions. I understand my responsibilities, as outlined in these documents, agree to abide by them, and accept full responsibility for my actions while an apprentice in this program. I understand that my failure to abide by these regulations may result in termination of my apprenticeship registration.

My signature below certifies that I have been provided with a copy of the written Rules and Policies adopted by this JATC and in effect as of this date.

### APPRENTICE: PLEASE SIGN AND DATE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

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# APPENDIX E

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# Journeyman Inside Wireman's Evaluation of Apprentice

- This side is to be filled out in INK by the Journeyman the Apprentice is working with.
- Journeyman is to review the evaluation with the Apprentice.
- Apprentice MUST sign and return the evaluation to the JATC by the date established.

Apprentice ID Number

--	--	--	--	--	--	--	--	--	--	--

How long has this apprentice been working with you?

--	--

MONTHS

--	--

DAYS

**COMPLETELY Fill in the Ovals that Best Describe this Apprentice. PLEASE Give Us YOUR Comments**

## INITIATIVE

- Room for Improvement
- Average
- Helps Keep Job Moving

## MECHANICAL APTITUDE

- Very Little
- Average
- Very High

## SAFETY RULES

- Disregards Rules
- Average
- Very Safety Conscious

## ATTITUDE

- Resentful - Uncooperative
- Acceptable
- Cooperative - Helpful and Alert

## RESPONSIBILITY

- Unconcerned - Lackadaisical
- Acceptable
- Very Dependable

## USE OF WORKING TIME

- Frequently Loafs
- Fair
- Always Stays Busy

## TARDINESS

- Frequently Late
- Seldom Late
- Never Late

## ACCURACY

- Makes Many Careless Errors
- Average
- Does It Right

## APPEARANCE/HYGIENE

- Poor - Needs Attention
- Acceptable
- Always Neat and Presentable

## ATTENDANCE

- Frequently Off Work
- Seldom Off Work
- Never Off Work

## COMMUNICATIONS SKILLS

- (Understanding Verbal Instructions)
- Does NOT Easily Understand
  - Average
  - Almost Always Understands

## TOOLS

- Has Proper, Well-Maintained Tools
- Lacks Proper Tools

## ATTIRE

- Wears Proper Work Clothes
- Does NOT Dress for the Job

**Shortcomings Should Be immediately Addressed and Discussed with the Apprentice.**

Considering Their Time in Apprenticeship, the Apprentices's Knowledge of the Trade Is:

- Unsatisfactory
- Below Average
- Average
- Above Average
- Exceptionally High

Jobsite Location: \_\_\_\_\_

Journeyman Comments: \_\_\_\_\_

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**I have discussed these comments and this evaluation with the apprentice.**

Apprentice's Signature

Date

Journeyman's Signature

Date

Journeyman's Printed Name

**This Form Must Be Completed and Returned to the JATC**

# APPENDIX F

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## Section 1 Background Information About You

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Name of Apprentice Being Evaluated \_\_\_\_\_

1. Your Name \_\_\_\_\_

2. Your Job Title \_\_\_\_\_

3. Length of time supervising apprentice:

- Less than one month
- 1-3 months
- 4-6 months
- 7-12 months
- More than a year

4. Your relationship to the apprentice:

- His/Her direct supervisor
- Supervisor of his/her direct supervisor
- Employer/Supervisor of entire workforce

5. How well do you feel you know this apprentice's job duties and job performance?

- not very well at all
- not too well
- pretty well
- very well

6. Rating Date \_\_\_\_\_

MONTH

DAY

YEAR

## Section 2

### Job Performance Effectiveness

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#### Instructions

This section contains a list of 8 categories of electrical worker performance derived specifically for this research by analyzing outside apprentice jobs in many locations across the U.S. Each performance category is intended to assess components of work that are common to a great many apprentice jobs.

For each worker you will rate the **Level of performance effectiveness**. Consider how effective the worker is in performing activities that are included in this performance category. Read the descriptions for: *Needs Improvement*, *Meets Standards*, and *Superior*. Decide first which level the worker's **typical** performance corresponds with, and then decide which of the two or three ratings within that level best reflects this worker's performance. Make a rating from 1 to 7.

*If you have not had an opportunity to observe the worker performing activities that fall within this category, check the N/A (Not Applicable) box.*

**Please keep these points in mind when making your ratings:**

- **Your ratings should reflect the apprentice's most typical performance.** Take into account the worker's performance over time; don't focus on just a few occasions or the most recent occasions. For example, if the worker has performed over time as described in the *Meets Standards* level most of the time but also performs at times at the *Superior* level, the best rating would be a "5."
- **Don't give the apprentice the same rating for all categories.** Your ratings should reflect the worker's relative strengths and weaknesses. Remember, most people do vary in how they perform across job performance categories.
- **Make your own judgments.** Even though two raters will provide information for each worker, it is important that you don't seek advice from others.
- **Avoid being misled by irrelevant information** about the worker such as appearance, education, family background, or other personal characteristics that are not related to actual job performance. Base your rating strictly on what the worker has done **on the job**.
- **If you provide ratings for more than one apprentice, don't rate them all the same.** Your ratings should reflect which workers are performing relatively more and less effectively within each performance category.

### Planning, Preparing, and Organizing Work

Thinking through job requirements, planning for problems that might occur, laying out steps and procedures, documenting or diagramming the job

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> <li>▪ rushes job</li> <li>▪ fails to obtain needed resources in a timely manner</li> <li>▪ neglects to label or document the job</li> <li>▪ begins work without thinking through procedures</li> <li>▪ wastes or misuses time or materials</li> <li>▪ omits needed steps</li> </ul>	<ul style="list-style-type: none"> <li>▪ obtains and inventories supplies necessary for completing job</li> <li>▪ plans approach for accomplishing tasks</li> <li>▪ organizes equipment to save time while working</li> </ul>	<ul style="list-style-type: none"> <li>▪ plans work activities ahead of time</li> <li>▪ anticipates resource requirements even for challenging or changeable jobs</li> <li>▪ designs most efficient layout for job</li> <li>▪ devises an effective system to organize, document, or diagram the job</li> <li>▪ anticipates obstacles or changes and plans with them in mind</li> </ul>	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
<b>1</b> <b>2</b>	<b>3</b> <b>4</b> <b>5</b>	<b>6</b> <b>7</b>	<input type="checkbox"/>

### Working Hard, Taking Initiative, and Being Responsible

Completing a lot of work in a short time period, taking on more responsibility, continuing to work in difficult circumstances, adhering to job rules (including starting times), not using drugs or alcohol on the job

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> <li>▪ drinks or uses other drugs on the job or at lunch</li> <li>▪ refuses to attempt a new or difficult task</li> <li>▪ avoids work or leaves work unfinished</li> <li>▪ forgets to check on assigned responsibilities</li> <li>▪ ignores rules or policies (e.g., attendance, tardiness)</li> <li>▪ wastes time</li> </ul>	<ul style="list-style-type: none"> <li>▪ completes tasks</li> <li>▪ works in a timely and accurate manner</li> <li>▪ accepts responsibilities and assignments</li> </ul>	<ul style="list-style-type: none"> <li>▪ checks own work thoroughly</li> <li>▪ overcomes obstacles to get work done</li> <li>▪ uses “down” times efficiently</li> <li>▪ seeks challenging responsibilities to improve skills</li> <li>▪ volunteers for or persists on jobs even under unpleasant working conditions</li> <li>▪ investigates alternative work methods</li> <li>▪ puts forth effort needed to do a “quality job”</li> </ul>	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
<b>1</b> <b>2</b>	<b>3</b> <b>4</b> <b>5</b>	<b>6</b> <b>7</b>	<input type="checkbox"/>

### Solving Problems

Finding new methods to complete a task when a problem occurs, improvising using available materials, finding a better way to do a task

Needs Improvement	Meets Standards	Superior	N/A				
<ul style="list-style-type: none"> <li>▪ takes shortcut that costs time and money in the long run</li> <li>▪ relies on familiar, time-consuming, inefficient work methods</li> <li>▪ gives in to the situation rather than trying to solve it</li> </ul>	<ul style="list-style-type: none"> <li>▪ considers and tries different procedures for accomplishing a job</li> <li>▪ comes up with an alternative work method when conditions prevent usual procedures from working</li> </ul>	<ul style="list-style-type: none"> <li>▪ improvises a creative or novel method to accomplish a job efficiently and safely</li> <li>▪ adapts tools to fit the task at hand</li> <li>▪ suggests a simple procedure to replace a more difficult one</li> </ul>					
Performance Effectiveness: (circle a number 1-7, or check N/A box)							
1	2	3	4	5	6	7	<input type="checkbox"/>

### Working Safely

Following correct safety procedures, using tools and equipment safely, using precautions when working with hot circuits

Needs Improvement	Meets Standards	Superior	N/A				
<ul style="list-style-type: none"> <li>▪ uses equipment carelessly or beyond its capability</li> <li>▪ fails to alert others to hazards</li> <li>▪ forgets to check whether power is off at appropriate times; turns power on before ensuring safety of others</li> <li>▪ acts before thinking through safety consequences</li> <li>▪ neglects to use or wear appropriate safety equipment for the job</li> </ul>	<ul style="list-style-type: none"> <li>▪ makes appropriate decisions about safety of job conditions</li> <li>▪ takes proper first aid steps for minor injuries</li> <li>▪ wears appropriate safety gear to minimize consequences of accidents</li> </ul>	<ul style="list-style-type: none"> <li>▪ checks work area for potential hazards</li> <li>▪ alerts others to potential unsafe conditions</li> <li>▪ checks steps of job to ensure procedures meet safety standards</li> <li>▪ takes precautions to prevent injuries</li> <li>▪ checks appropriate circuits before working with them</li> <li>▪ handles, holds, or uses tools safely and correctly</li> </ul>					
Performance Effectiveness: (circle a number 1-7, or check N/A box)							
1	2	3	4	5	6	7	<input type="checkbox"/>

**Teamwork**

Communicating clearly with other workers, helping other team members, following the instructions given for completing a task, asking for help if needed

Needs Improvement	Meets Standards	Superior	N/A	
<ul style="list-style-type: none"> <li>▪ ignores input or instructions from team members</li> <li>▪ refuses to help others on odd jobs or grunt work</li> <li>▪ argues with or insults others</li> <li>▪ fails to communicate essential information to team members</li> </ul>	<ul style="list-style-type: none"> <li>▪ shares information with other team members</li> <li>▪ contributes to the team effort or task completion</li> <li>▪ asks others for help to complete task when necessary</li> <li>▪ learns importance of cooperation through interactions or friction with others</li> </ul>	<ul style="list-style-type: none"> <li>▪ suggests a team process to accomplish a job more efficiently</li> <li>▪ assists team members to accomplish a task or overcome an obstacle</li> <li>▪ communicates frequently to ensure team understanding of job requirements</li> <li>▪ divides work to improve work quality and timeliness</li> </ul>		
Performance Effectiveness: (circle a number 1-7, or check N/A box)				
1	2	3    4    5	6    7	<input type="checkbox"/>

**Troubleshooting**

Finding the cause of an electrical problem, inspecting or testing equipment, getting a system or equipment to work

Needs Improvement	Meets Standards	Superior	N/A	
<ul style="list-style-type: none"> <li>▪ overlooks or fails to check obvious source of problem</li> <li>▪ replaces part before investigating source of problem</li> <li>▪ makes incorrect decision when testing equipment or circuits</li> <li>▪ makes repairs that only partially solve the problem</li> </ul>	<ul style="list-style-type: none"> <li>▪ tests circuits to isolate problem</li> <li>▪ inspects equipment to determine faults</li> <li>▪ visually inspects for obvious symptoms</li> <li>▪ identifies problem with existing installation</li> </ul>	<ul style="list-style-type: none"> <li>▪ considers all available symptoms to diagnose an obscure underlying problem</li> <li>▪ logically traces circuits, makes changes, and re-tests to ensure proper functioning</li> <li>▪ locates and fixes problem quickly, reducing costly down-time</li> </ul>		
Performance Effectiveness: (circle a number 1-7, or check N/A box)				
1	2	3    4    5	6    7	<input type="checkbox"/>

### Following Blueprint, Code, and Installation Instructions

Checking blueprints to install correctly, making sure that the installation meets Code, reading instructions from kits

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> <li>▪ installs systems or equipment that do not conform to current code</li> <li>▪ fails to read, or deviates inappropriately from specifications or instructions</li> <li>▪ works without checking blueprint (e.g., such that result does not match blueprint)</li> <li>▪ makes errors in interpreting scale on drawing or blueprint</li> </ul>	<ul style="list-style-type: none"> <li>▪ uses working knowledge of code to guide installation decisions</li> <li>▪ refers to codebook to calculate size information</li> </ul>	<ul style="list-style-type: none"> <li>▪ refers to codebook to guide planning and installation steps</li> <li>▪ identifies and corrects previous code violations</li> <li>▪ thoroughly studies blueprints before starting job in order to plan and monitor the work</li> <li>▪ double-checks layout to ensure it is correct before starting installation steps</li> </ul>	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
<b>1</b> <b>2</b>	<b>3</b> <b>4</b> <b>5</b>	<b>6</b> <b>7</b>	<input type="checkbox"/>

### Responding to an Emergency

Preventing a problem from worsening, administering first aid, keeping the public out of danger

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> <li>▪ fails to administer necessary life-saving first aid procedures</li> <li>▪ “freezes” or becomes unable to react when emergency occurs</li> <li>▪ becomes over-excited or reacts inappropriately in dangerous situations</li> </ul>	<ul style="list-style-type: none"> <li>▪ makes appropriate decisions when minor accidents occur</li> <li>▪ administers basic first aid in routine situations</li> <li>▪ follows instructions given by others to help during emergencies</li> </ul>	<ul style="list-style-type: none"> <li>▪ reacts quickly to reduce potential for damage or injury</li> <li>▪ administers emergency first aid or CPR</li> <li>▪ remains level-headed in dangerous situations</li> <li>▪ reacts quickly to rescue victim or direct rescue procedures</li> </ul>	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
<b>1</b> <b>2</b>	<b>3</b> <b>4</b> <b>5</b>	<b>6</b> <b>7</b>	<input type="checkbox"/>

# **APPENDIX G**

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# NOTICE

## OF

### RIGHT TO REGISTER COMPLAINTS

Any Apprentice or Applicant for Apprenticeship (or Agent on their behalf) who believes that he or she has been discriminated against on the basis of race, color, religion, national origin, or sex. The applicant must meet the minimum age requirement. With regard to apprenticeship, or that equal opportunity standards have not been followed, the applicant has 180 days from the date of the alleged discrimination to register a complaint. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards. Complaints may be registered with the JATC, the U.S. Department of Labor, Office of Apprenticeship, the Registration Agency if other than the Office of Apprenticeship or the Equal Employment Opportunity Commission (EEOC) at the following local, State or Federal addresses:

Office of Apprenticeship:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

Federal EEOC:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

State Apprenticeship Agency: *(if applicable)*

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

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CITY STATE ZIP

State EEOC:

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CITY STATE ZIP

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# APPENDIX H

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## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this \_\_\_\_\_, day of \_\_\_\_\_ 2011, between the \_\_\_\_\_ Joint Apprenticeship and Training Trust Fund having an office at \_\_\_\_\_ (the "JATC"), and \_\_\_\_\_ [Insert name of the JATC Employee / Trustee / IBEW Local / NECA Chapter / Service Provider] [whose principal office is located at \_\_\_\_\_] ("[NAME]").

### RECITALS

- A. **WHEREAS**, the JATC is an employee welfare benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA");
- B. **WHEREAS**, [NAME] [is an employee of the JATC] [is a Trustee of the JATC] [is a plan settlor of the JATC] [provides services] to the JATC;
- C. **WHEREAS**, in the course of [NAME'S] dealings with the JATC, [NAME] may receive Confidential Information belonging to the JATC;
- D. **WHEREAS**, Confidential Information includes any and all information disclosed to or known by [NAME] in connection with [NAME'S] relationship with the JATC that is not generally known to people outside the JATC and which is related to the JATC, its participants, IBEW Local \_\_\_\_, \_\_\_\_\_ Chapter of NECA, the IBEW-NECA National Joint Apprenticeship Training Committee, JATC contributing employers, service providers, employees, agents, operations, finances, methods, processes, intellectual property as well as any and all information entrusted to the JATC in confidence by anyone else;
- E. **WHEREAS**, examples of Confidential Information include but are not limited to the following: financial information of any nature; Trustee or Committee deliberations; Board of Trustee or Committee Meeting Minutes; participant educational or other benefit information; participant health or disability information; participant lists and addresses; or participant personal and financial information;
- F. **WHEREAS**, it is necessary for the efficient administration of the JATC and in conformance with applicable law governing the JATC that Confidential Information not to be further distributed or communicated by [NAME] to others; and
- G. **WHEREAS**, the JATC hereby adopts a Confidentiality Policy requiring the execution of a Confidentiality Agreement substantially in the form of this Agreement by those given Confidential Information by the JATC and not otherwise bound by professional confidentiality restrictions.

**NOW, THEREFORE**, with the foregoing recitals incorporated by reference and made a part hereof, and intending to be legally bound, the parties hereby agree as follows:

1. Duty Not to Disclose. [NAME] agrees that it shall use Confidential Information only for the purpose of performing its fiduciary duties, services, or employment obligations to the JATC and will not in any manner, either directly or indirectly, disclose Confidential Information to any third party.
2. Confidential Information Exclusions. Confidential Information does not include: (i) information that is or becomes publicly available (other than as a result of disclosure by [NAME] in violation of this Agreement); (ii) information that becomes available to [NAME] on a non-confidential basis from a source other than the JATC, provided that the source of such information was not known by [NAME] (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information; or (iii) information that was already known to [NAME] prior to [Name's] relationship with the JATC, provided that the source of such information was not known by [NAME] (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.
3. Notice of Required Disclosure. If [NAME] is required (in connection with legal proceedings, by, for example: oral motion, interrogatory, request for information or documents, subpoena, demand or similar process) to disclose any Confidential Information, it shall provide the JATC with prompt notice of such request so that an appropriate protective order can be sought, if deemed necessary by the JATC. If a protective order is so deemed necessary, [NAME] agrees to consent to the order without opposition.
4. Remedies. [NAME] acknowledges that damages resulting from the breach of this Agreement may be impossible to measure accurately, and injuries sustained by the JATC from any such breach might be incalculable and immediate. Therefore, in addition to all other remedies available at law or in equity (including the right to seek monetary damages), [NAME] further acknowledges that, in the event of such a breach or threatened breach, the JATC shall be entitled to specific performance of the covenants contained in this Agreement or injunctive or other equitable relief without posting a bond. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
5. Prevention & Notification. [NAME] agrees to (a) use its best efforts to prevent any unauthorized use or disclosure of Confidential Information, (b) notify the JATC in writing promptly upon discovery of any such unauthorized use or disclosure, and (c) cooperate with the JATC in every reasonable way to regain possession of the Confidential Information and to prevent further unauthorized use.
6. Compliance with Law. [NAME] agrees to comply with applicable state or federal law with respect to use or disclosure of Confidential Information, and shall not use or disclose

Confidential Information other than as required by law.

7. Survival. This Agreement and the parties' rights and obligations hereunder shall survive termination and remain in full force and effect with respect to all Confidential Information received by [NAME] prior to the cessation of [NAME'S] relationship with the JATC.
8. Destruction of Confidential Information. [NAME] agrees that it will destroy and retain no copy (in any form) of any Confidential Information, after [his/her/its] relationship with the JATC ceases.
9. Agents & Subcontractors. [NAME] agrees to ensure that any agent, subcontractor, or other individual or entity to whom [he/she/it] provides Confidential Information (except as otherwise required by law) agrees to the same restrictions and conditions as set forth above.
10. No Proprietary Interest. [NAME] agrees that it shall not have any proprietary interest in or rights with respect to any Confidential Information.
11. Counterparts. This Agreement may be executed in counterparts, but all of which shall constitute one and the same instrument.
12. Authorized Signatories. Each person signing below represents and warrants that he or she has full power and authority to execute and deliver this Agreement.
13. No Additional Rights. Nothing in this Agreement shall be construed as creating any obligation on the part of the JATC to disclose any Confidential Information whatsoever. Nothing in this Agreement shall be construed as granting any rights to [NAME] with respect to the Confidential Information.
14. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.
15. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.
16. Waiver. No waiver by the JATC of any breach by [NAME] of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in a writing provided by the JATC and then only to the extent expressly set forth in such writing.
17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to [NAME'S] confidentiality and non-disclosure obligations to the JATC.

18. Facsimile of Executed Agreement. An executed copy of this Agreement received by facsimile or other electronic means will be as valid as receipt of an original executed copy of the Agreement.

19.

**JATC**

**[NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **APPENDIX I**

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The Trustees  
of

# The National Joint Apprenticeship and Training Committee

for the  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
and the  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

upon the Recommendation of the  
**Baltimore Electrical**

JOINT APPRENTICESHIP AND TRAINING COMMITTEE  
do hereby present this diploma to

**James I. Smith**

*In recognition of satisfactory completion of their indenture, as indicated by acquiring the minimum number of on-the-job hours, related studies and/or classroom training; thereby accomplishing a degree of knowledge and skill level which is mastered only by those who attain the goals and standards set forth by this Industry. The above named graduate is therefore worthy and deserving of the Internationally Recognized classification of*

**Journeyman Wireman**

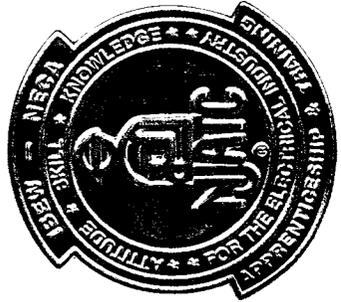
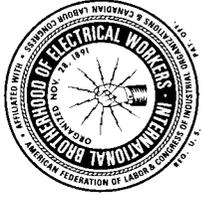
*which is herewith conferred as acknowledged by the signatures of the Trustees on this twenty-fifth day of March in the year 2011*

*Erwin DeHoe*  
President, IBEW

*John M. Ryan*  
Executive Vice President & CEO, NECA

*J. L. TC Chairman*

*J. L. TC Secretary*



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# **APPENDIX J**

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The Trustees  
of

*The National Joint Apprenticeship and Training Committee*

*for the*  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS®

*and the*  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

*upon the Recommendation of the*

**LU 26 IBEW Electrical**

*do hereby present this diploma to*

**John Doe**

*In recognition of satisfactory completion of their indenture, as indicated by acquiring the minimum number of on-the-job hours, related studies and/or classroom training; thereby accomplishing a degree of knowledge and skill level which is mastered only by those who attain the goals and standards set forth by this Industry. The above named graduate is therefore worthy and deserving of the Internationally Recognized classification of*

**Journeyman Construction Electrician**

*which is herewith conferred as acknowledged by the signatures of the Trustees*  
on this twenty-eighth day of February in the year 2011

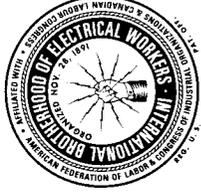


*Erwin D. [Signature]*  
President, IBEW®

*John M. [Signature]*  
Executive Vice President & CEO, NECA

*J.M.T.C. Chairman*

*J.M.T.C. Secretary*



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