



APPRENTICESHIP PROGRAM STANDARDS
adopted by

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

(sponsor name)

Occupational Objective(s):

SOC#

Term [WAC 296-05-315]

LINE ELECTRICIAN
TREE TRIMMER

49-9051.00
37-3013.00

7000 HOURS
4000 HOURS



APPROVED BY
Washington State Apprenticeship and Training Council
REGISTERED WITH
Apprenticeship Section of Fraud Prevention and Labor Standards
Washington State Department Labor and Industries
Post Office Box 44530
Olympia, Washington 98504-4530

APPROVAL:

N/A

Provisional Registration

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Permanent Registration

By: DAVE D'HONDT
Chair of Council

By: ELIZABETH SMITH
Secretary of Council

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

INTRODUCTION

This document is an apprenticeship program standard. Apprenticeship program standards govern how an apprenticeship works and have specific requirements. This document will explain the requirements.

The director of the Department of Labor and Industries (L&I) appoints the Washington State Apprenticeship and Training Council (WSATC) to regulate apprenticeship program standards. The director appoints and deputizes an assistant director to be known as the supervisor of apprenticeship who oversees administrative functions through the apprenticeship section at the department.

The WSATC is the sole regulatory body for apprenticeship standards in Washington. It approves, administers, and enforces apprenticeship standards, and recognizes apprentices when either registered with L&I's apprenticeship section, or under the terms and conditions of a reciprocal agreement. WSATC also must approve any changes to apprenticeship program standards.

Apprenticeship programs have sponsors. A sponsor operates an apprenticeship program and declares their purpose and policy herein to establish an organized system of registered apprenticeship education and training. The sponsor recognizes WSATC authority to regulate and will submit a revision request to the WSATC when making changes to an apprenticeship program standard.

Apprenticeships are governed by federal law (29 U.S.C 50), federal regulations (29 CFR Part 29 & 30), state law (49.04 RCW) and administrative rules (WAC 296-05). These standards conform to all of the above and are read together with federal and state laws and rules

Standards are changed with WSATC approval. Changes are binding on apprentices, sponsors, training agents, and anyone else working under an agreement governed by the standards. Sponsors may have to maintain additional information as supplemental to these standards. When a standard is changed, sponsors are required to notify apprentices and training agents. If changes in federal or state law make any part of these standards illegal, the remaining parts are still valid and remain in force. Only the part made illegal by changes in law is invalid. L&I and the WSATC may cooperate to make corrections to the standards if necessary to administer the standards.

Sections of these standards identified as bold “**insert text**” fields are specific to the individual program standards and may be modified by a sponsor submitting a revised standard for approval by the WSATC. All other sections of these standards are boilerplate and may only be modified by the WSATC. See WAC 296-05-003 for the definitions necessary for use with these standards.

Sponsor Introductory Statement (Required):

The following Standards for the development of apprentices have been recommended by the Joint Apprenticeship Training Committee on behalf of IBEW Local #483 & Ohop

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

Mutual Light Company and in cooperation with Washington State Apprenticeship and Training Council. These standards will govern the training of apprentices in this industry.

It is the goal of Ohop Mutual Light Company to train qualified journey-level workers. Apprentices assist in the attainment of this goal by having pride in their job, pride in their schooling, and pride in their industry.

I. GEOGRAPHIC AREA COVERED:

The sponsor must train inside the area covered by these standards. If the sponsor wants to train outside the area covered by these standards, the sponsor must enter a portability agreement with a sponsor outside the area, and provide evidence of such an agreement for compliance purposes. Portability agreements permit training agents to use apprentices outside the area covered by the standards. Portability agreements are governed by WAC 296-05-303(4)(g).

The area covered by these Standards shall be all of the service areas of the company in Pierce County, State of Washington with operating headquarters in Eatonville, Washington.

These standards shall also cover any areas where Ohop Mutual Light Company has joined with other registered apprenticeship programs under the terms and conditions of a reciprocal agreement.

II. MINIMUM QUALIFICATIONS:

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner [WAC 296-05-316(17)].

Age: Must be at least 18 years of age (provide copy of birth certificate or driver's license).

Education: Tree Trimmer Occupation: High school, vocational school graduate, or GED equivalence.

Line Electrician Occupation: High school graduate, or have a GED and show evidence of successful completion of either one full credit of high school algebra with a passing grade of "C" or better, or one post high school algebra course (e.g. Adult Education, Continuing Education, Community College, etc.) with a passing grade of "C" or better. Provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

Physical: **Tree Trimmer Occupation:** Applicants must be physically and mentally capable of performing the work with due regard to working aloft in trees or aerial lifts, agility, strength and endurance.

Line Electrician Occupation: Be physically and mentally able to perform the work of the trade.

Testing: **NONE**

- Other: 1. **Must complete an application form, accurately responding to all questions and items including statements indicating that they are:**
- a. **Physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.**
 - b. **Able to get to and from work at job sites anywhere within the geographic and/or reciprocal agreement area that this apprenticeship covers.**
 - c. **Able and willing to attend all related classroom training as required to complete their apprenticeship.**
 - d. **Able to read, hear and understand instructions and warnings in English.**
 - e. **Line Electrician Occupation: Able to climb and work from ladders, scaffolds, poles and towers of various heights. Able to crawl and work in confined spaces such as attics, manholes and crawlspaces.**
 - f. **Tree Trimmer Occupation: Able to climb and work from trees of various heights.**
2. **Submit a DD-214 to verify military training if they are a veteran and wish to receive consideration for such training/experience.**

III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedure (Part D of chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex, color, religion, creed, national origin, age, sexual orientation, marital status, veteran or military status, the presence

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

of a disability or any other characteristic protected by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council.

A. Selection Procedures:

Exempt per WAC 296-05-405(1)(a).

B. Equal Employment Opportunity Plan:

Exempt per WAC 296-05-405(1)(a).

C. Discrimination Complaints:

Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint with the supervisor of apprenticeship (WAC 296-05-443).

IV. TERM OF APPRENTICESHIP:

The term of apprenticeship for an individual apprentice may be measured through the completion of the industry standard for on-the-job learning (at least two thousand hours) (time-based approach), the attainment of competency (competency-based approach), or a blend of the time-based and competency-based approaches (hybrid approach) [WAC 296-05-315].

A. Line Electrician:

The term of apprenticeship shall not be less than three and one-half (3-1/2) years or 7000 hours or reasonably continuous employment.

B. Tree Trimmer:

The term of apprenticeship shall not be less than two (2) years or 4000 hours or reasonably continuous employment.

V. INITIAL PROBATIONARY PERIOD:

An initial probationary period applies to all apprentices, unless the apprentice has transferred from another program. During an initial probationary period, an apprentice can be discharged without appeal rights. An initial probationary period is stated in hours or competency steps of employment. The initial probationary period is not reduced by advanced credit or standing. During an initial probationary period, apprentices receive full credit for hours and competency steps toward completion of their apprenticeship. Transferred apprentices are not subject to additional initial probationary periods [WAC 296-05-003].

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

The initial probationary period is [WAC 296-05-316(22)]:

- A. the period following the apprentice's registration into the program. An initial probationary period must not be longer than twenty percent of the term of the entire apprenticeship, or longer than a year from the date the apprenticeship is registered. The WSATC can grant exemptions for longer initial probationary periods if required by law.
- B. the period in which the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice may terminate the agreement without a hearing or stated cause. An appeal process is not available to apprentices in their initial probationary period.
 - 1. **Line Electrician:**
All apprentices employed in accordance with these Standards shall be subject to a probationary period of the first 1000 hours of employment.
 - 2. **Tree Trimmer:**
All apprentices employed in accordance with these Standards shall be subject to a probationary period of the first 800 hours of employment.

VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS

Supervision is the necessary education, assistance, and control provided by a journey-level employee on the same job site at least seventy-five percent of each working day, unless otherwise approved by the WSATC. Sponsors ensure apprentices are supervised by competent, qualified journey-level employees. Journey level-employees are responsible for the work apprentices perform, in order to promote the safety, health, and education of the apprentice.

- A. The journey-level employee must be of the same apprenticeable occupation as the apprentice they are supervising unless otherwise allowed by the Revised Code of Washington (RCW) or the Washington Administrative Code (WAC) and approved by the WSATC.
- B. The numeric ratio of apprentices to journey-level employees may not exceed one apprentice per journey-level worker [WAC 296-05-316(5)].
- C. Apprentices will work the same hours as journey-level workers, except when such hours may interfere with related/supplemental instruction.
- D. Any variance to the rules and/or policies stated in this section must be approved by the WSATC.
- E. The ratio must be described in a specific and clear manner, as to the application in terms of job site, work group, department or plant:

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

1. Line Electrician:

There shall not be more than one (1) apprentice to one (1) journey level worker employed on the job site

It is mutually agreed that apprentice ratios of one-to-one shall be allowed subject to the following conditions:

- (a) A maximum of two (2) apprentices per crew shall be allowed when working on energized conductors when two (2) journey-level workers are present on such crew, which includes the foreman.**
- (b) One of the two apprentices shall be in the hot period.**
- (c) One of the two apprentices shall be required to perform either Ground Person or Equipment Operator-type jobs to further their training when the second apprentice is performing work on or around energized conductors.**

2. Tree Trimmer

In order to assure adequate supervision of all apprentices, the following ratio will be observed: maximum of one (1) apprentice to one (1) journey-level worker per job site.

VII. APPRENTICE WAGES AND WAGE PROGRESSION:

- A. Apprentices must be paid at least Washington's minimum wage, unless a local ordinance or a collective bargaining agreement require a higher wage. Apprentices must be paid according to a progressively increasing wage scale. The wage scale for apprentices is based on the specified journey-level wage for their occupation. Wage increases are based on hours worked or competencies attained. The sponsor determines wage increases. Sponsors must submit the journey-level wage at least annually or whenever changed to the department as an addendum to these standards. Journey-level wage reports may be submitted on a form provided by the department. Apprentices and others should contact the sponsor or the Department for the most recent Journey-level wage rate.**
- B. Sponsors can grant advanced standing, and grant a wage increase, when apprentices demonstrate abilities and mastery of their occupation. When advanced standing is granted, the sponsor notifies the employer/training agent of the wage increase the apprenticeship program standard requires.**
- C. Wage Progression Schedules**

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

1. Line Electrician:

Step	Number of hours/months	Percentage of journey-level rate
1	0000 - 1000 hours	78.0%
2	1001 – 2000 hours	80.0%
3	2001 – 3000 hours	82.0%
4	3001 – 4000 hours	84.0%
5	4001 - 5000 hours	87.0%
6	5001 – 6000 hours	90.0%
7	6001 – 7000 hours	93.0%

2. Tree Trimmer

Step	Number of hours/months	Percentage of journey-level rate
1	0000 - 1000 hours	75%
2	1001 - 2000 hours	80%
3	2001 - 3000 hours	85%
4	3001 - 4000 hours	90%

VIII. WORK PROCESSES:

The apprentice shall receive on the job instruction and work experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit. The following work process descriptions pertain to the occupation being defined.

A. LINE ELECTRICIAN:

Approximate Hours

1. Ground1000

Perform duties as prescribed by the written policy statement of the Committee, providing for work both on the ground and aloft including climbing to assure suitability for the trade before the initial probationary period expires.

2. Transmission100

a. Steel

Assembly and erection of steel towers, placement of footings, and attachment of insulators and materials, and the stringing, splicing, dead-ending, armor rodding, and clipping of conductors.

b. Wood

Framing, erection, and guying of wood-poles and the installation of hardware insulators and conductors thereon.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

3.	Substations.....	850
	Assembly and erection of steel and wood and the installation and connection of busses, grounds, switches, circuit breakers, transformers, regulators, and other substation equipment.	
4.	Underground	1650
	Material handling, installing, secondary and primary cable, setting UG transformers, terminations and splices, installing conduit on poles.	
5.	Cold Distribution	1900
	Setting poles, framing structures, tree trimming, street lights, replacing transformers, guying structures, stringing conductors both primary and secondary	
6.	Live Line Maintenance	1500
	Rubber glove work on energized primary circuits. Hot Stick work on distribution and sub-transmission voltage.	
Total Hours		<u>7000</u>

B.	<u>TREE TRIMMER:</u>	<u>Approximate Hours</u>
1.	Climbing.....	750
	(power and hand tools, pruning and trimming, crown reduction, tree removal and rigging)	
2.	Bucket Work.....	2000
	(power and hand tools, pruning and trimming, crown reduction, tree removal and rigging)	
3.	Ground Work	1250
	(equipment operation and maintenance, hand tools and rigging, traffic control, bucket and falling)	
TOTAL HOURS:		<u>4000</u>

IX. RELATED/SUPPLEMENTAL INSTRUCTION:

The apprentice must attend related/supplemental instruction (RSI). Time spent in RSI shall not be considered as hours of work and the apprentice is not required to be paid.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

RSI must be provided in safe and healthy conditions as required by the Washington Industrial Safety and Health Act and applicable federal and state regulations.

Hours spent in RSI are reported to L&I each quarter. Reports must show which hours are unpaid and supervised by a competent instructor versus all other hours (paid and/or unsupervised) for industrial insurance purposes.

For purposes of coverage under the Industrial Insurance Act, the WSATC is an employer and the apprentice is an employee when an unpaid, supervised apprentice is injured while under the direction of a competent instructor and participating in RSI activities.

If apprentices do not attend required RSI, they may be subject to disciplinary action by the sponsor.

A. The methods of related/supplemental training must be indicated below (check those that apply):

☒ Supervised field trips

☒ Sponsor approved training seminars (specify)

☐ Sponsor approved online or distance learning courses (specify)

☒ State Community/Technical college

☒ Private Technical/Vocational college

☐ Sponsor Provided (lab/classroom)

☒ Other (specify): **Camp Rilea**

B. **144** Minimum RSI hours per year defined per the following (see WAC 296-05-316(6)):

☒ Twelve-month period from date of registration.*

☐ Defined twelve-month school year: (insert month) through (insert month).

☐ Two-thousand hours of on the job training.

**If no selection is indicated above, the WSATC will define RSI hours per twelve-month period from date of registration.*

C. Additional Information:

1. Apprentice Line Electrician:

- (a) **Each apprentice shall be required to complete three years of sponsor required related supplemental instructions (RSI) (Saturday School &**

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

Camp Rilea). This related classroom training will be separate from the on-the-job training requirements.

- (b) Any apprentice who finishes his or her related training requirements before his or her required work experience shall be held in 7th period automatically until completion of such.

2. Apprentice Tree Trimmer:

- (a) Each apprentice shall be required to complete two years of sponsor required related supplemental instructions (RSI) (Saturday School). This related classroom training will be separate from the on-the-job training requirements.
- (b) Any apprentice who finishes his or her related training requirements before his or her required work experience shall be held in 4th period automatically until completion of such.

3. Line Electrician/Tree Trimmer Apprentice:

- (a) If unable to complete work experience within six months of school completion, he or she may be required to return to school for one semester for general review.
- (b) Any apprentice finishing his or her related training requirements in the middle of a semester shall continue for the remainder of the semester for added work on subjects the Committee may feel helpful to the apprentice's completion.
- (c) Journey Level status may only be attained after an apprentice has tested and passed all prescribed final exams from their respective IBEW local. Final exams must be completed within six (6) months of completing all RSI/OJT hours.

X. ADMINISTRATIVE/DISCIPLINARY PROCEDURES:

A. Administrative Procedures:

The sponsor may include in this section a summary and explanation of administrative actions performed at the request or on the behalf of the apprentice. Such actions may include but are not limited to:

1. Voluntary Suspension: A temporary interruption in progress of an individual's apprenticeship agreement at the request of the apprentice and granted by the sponsor.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

The program sponsor shall review apprentices in suspended status at least once each year to determine if the suspension is still appropriate.

2. Advanced Standing or Credit: The sponsor may provide for advanced standing or credit for demonstrated competency, acquired experience, training or education in or related to the occupation. All sponsors need to ensure a fair and equitable process is applied to all apprentices seeking advanced standing or credit per WAC 296-05-316 (11).

3. Sponsor Procedures:

- a. **Initial Probationary Period:**

- (1) **During the initial probationary period, Ohop Mutual Light Company shall be responsible to see that the apprentice is adequately instructed in climbing and that the apprentice's aptitude and ability in this important area are demonstrated prior to the apprentice being advanced from initial probationary status.**
- (2) **During the initial probationary period, Ohop Mutual Light Company shall make a thorough review of the apprentice's ability and development. Advanced standing for previous training or experience does not reduce the initial probationary period.**
- (3) **During the initial probationary period the apprenticeship agreement may be canceled by either party without the formality of a hearing. The Registration Agency shall be notified of such cancellations. Furthermore, the Registration Agency shall be notified of any extension of the initial probationary period (documenting action taken to address the issue(s) involved in lieu of terminating the apprenticeship agreement.**
- (4) **Applicants awarded advanced standing at the time of registration shall have their demonstrated skill, knowledge and overall performance evaluated during the initial probationary period. Adjustments to the assigned period of apprenticeship and/or level of related classroom training may be made during the initial probationary period - following appropriate reviews and re-evaluation by Ohop Mutual Light Company. Such reviews and determinations shall be properly documented and applied equally to all apprentices.**
- (5) **Prior to the end of the initial probationary period, action must be taken on each initial probationary apprentice to end the initial probation, cancel the apprenticeship agreement or place the apprentice on disciplinary probation. All interested parties shall be notified of such action.**

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

b. Advancement Policy:

- (1) All apprentices will be considered for promotion.**
- (2) Advancements will be made on the basis of education, quarterly reports from supervisors, foremen, journey persons working with the apprentices, and time in step.**
- (3) The Committee will review work records and class attendance on at least a quarterly basis. The Committee may advance, hold, suspend, or cancel apprentice agreements as performance indicates.**
- (4) Advancements are not automatic. Requirements must be met as listed:**
 - (a) Meet the OJT hours required**
 - (b) Meet the school hours required**
 - (c) Have satisfactory employer records**
 - (d) Have all monthly progress reports submitted**
 - (e) Have satisfactory test results from classroom instruction**
 - (f) All apprentices must obtain a Class A CDL within the first six (6) months after start work date**
- (5) The Committee may impose a disciplinary probation, a time assessed when the apprentice's progress is not satisfactory, following the periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action as determined by the committee following performance and personnel procedures.**
- (6) Additional hours may be required due to being held by Committee action or additional time needed for completion of all requirements.**
- (7) All apprentices must be certified by the Apprenticeship Committee to have completed the apprenticeship program.**
- (8) The Secretary will maintain records of this apprenticeship program. All school records (test grades, time in step, attendance in school, completion dates of course and seniority) will be registered on a document with the apprentice's name and step. The Secretary will compile this data and present the information to the Apprenticeship Committee at all meetings called to consider advancement.**
- (9) It will be the duty of the Secretary to collect the monthly on-the-job training reports for each apprentice. All apprentices are to be rated by the Apprenticeship Committee and will be rated in the step to**

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

which they are assigned. It shall be the duty of the apprentices to initiate progress reports and submit these to their foreman on a regular basis.

c. Job Requirements:

- (1) Apprentices will be required to adhere to the Ohop Mutual Light Company Random Drug and Alcohol Testing Policy; and must at all times have a valid Washington State Driver's License, including Class A CDL endorsement (after the initial probationary period).**
- (2) Apprentices will be required to conform to all Washington State Safety Rules and company safety rules**
- (3) Apprentices will be required to attend a basic first aid course recognized by the Division of Industrial Safety and Health, Department of Labor and Industries, before completing their training.**
- (4) Apprentices will be taught the procedure for pole top rescue and vault rescue procedures.**
- (5) Apprentices required to drive Ohop Mutual Light Company vehicles must have a valid Washington State Driver's license with a Class A CDL endorsement; additional license class and endorsements may be required.**
- (6) All apprentice work shall be performed under the supervision of a journey-level worker, acting on behalf of Ohop Mutual Light Company.**
- (7) Ohop Mutual Light Company expects the apprentices to respect work assignments and to follow safety rules and policies of the company.**
- (8) Apparel ornaments, or jewelry that could be cause for a hazardous working condition shall not be worn during working hours. Apprentices will dress for work and school in an appropriate and professional manner.**
- (9) Apprentices must complete a progress report on a monthly basis and must be signed by the apprentice, the journey level worker responsible for the apprentice's training, and the operations supervisor. Reports must be submitted no later than the 10th day of the month following the month for which the report is due.**

Late reports will NOT receive credit for hours worked.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

- (10) An apprentice refusing transfer or assignment will be subject to cancellation from the program.**
- (11) Apprentices have the right, as do all employees, to refuse to perform work they deem to be unsafe. Refusing to perform a job task, which the apprentice believes in good faith to be unsafe, shall not be grounds for termination of an apprentice's apprenticeship agreement. If an apprentice determines a job task to be unsafe, the apprentice shall not perform the job task and report his or her concerns to the job foreman. The chain of command for reporting unsafe work practices, or work related problems, is as follows:**
 - (a) Job Foreman/Lead Journey Level worker**
 - (b) Operations Supervisor**
 - (c) Company Manager**
 - (d) Safety Director or Representative**
 - (e) Shop Steward**
 - (f) Union Business Representative**
 - (g) State Department of Labor and Industries, Safety Division**

This chain of command procedure in no way shall interfere with an employee's (apprentice's) legal rights to contact or communicate safety concerns to their union or the appropriate state agencies.

d. Schooling:

- (1) Applicants accepted as apprentices will be required to attend all school and training necessary to complete the Apprenticeship Training Program and be certified by the Apprenticeship Committee.**
- (2) Scores: All apprentices are required to be punctual at work and school, and complete the yearly course curriculum with a minimum average of 80%.**
 - (a) First year apprentices must receive a passing grade of 80% on the Camp Rilea course curriculum, and demonstrate the ability to work safely aloft on wood poles and towers. Failure to complete this requirement will result in the apprentice's termination.**
 - (b) Second and Third year apprentices must receive a passing grade of 80% on the Camp Rilea course curriculum and demonstrate the ability to work with hot sticks from wood poles and steel structures. Failure to complete this requirement will result in**

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

committee action including repeating the required Camp Rilea course curriculum or termination.

- (3) **Attendance:** apprentices are expected to attend every session of school. Excused absences must be documented and may include job related work verified by your employer or employer representative and illness verified by a doctor. Documentation must be presented to the instructor.
- (4) **Non-excused class absences are not tolerated.** For the 1st non-excused absence, the apprentice shall be subject to a 30-day hold on advancement. For the second non-excused absence, the apprentice will receive an additional 30-day hold on advancement, and be scheduled to appear before the Committee. Non-excused absences in excess of the accepted educational institute's standards may be cause for disciplinary action up to and including cancellation of the apprenticeship agreement.
- (5) **Class work missed, due to any type of absence, shall be completed by the apprentice as directed by the instructor.**

e. **Administrative Procedures:**

- (1) **All apprentices who voluntarily resign shall be required to do so in writing. The Apprenticeship Committee shall authorize the chairman to notify the personnel office immediately, in order to make appropriate wage adjustments and notification to the Washington State Apprenticeship and Training Council.**
- (2) **All apprentices shall be aware that termination of employment with Ohop Mutual Light Company will result in automatic termination from the apprenticeship program.**
- (3) **Ohop expects line foremen and journey level workers to train the apprentice line electrician in the proper and most productive work methods.**
- (4) **As a condition of acceptance, apprentices must obtain a Class A Commercial Driver's License (CDL) within 6 months of signing their apprenticeship registration agreement. Failure to maintain a Class A CDL for the duration of the apprenticeship will result in disciplinary action up to and including termination.**
- (5) **Cancellation of an apprenticeship can occur without a defined reason during an apprentice's initial probationary period. Cancellation by the Committee after an apprentice's initial probationary period must**

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

be for cause with a reasonable opportunity for correction allowed when circumstances warrant it. Apprenticeship Agreements can be canceled for such causes as:

- (a) Violation of these standards, or refusal to sign required paperwork
- (b) Not accepting a job dispatch or transfer
- (c) Lateness or absenteeism from apprenticeship school
- (d) Failure to maintain the desired level in school
- (e) Not showing up or being late for work
- (f) A total of 3 or more consecutive un-satisfactory job performance evaluations from employers.
- (g) Irresponsible act, falsification, cheating, or severe attitude problems
- (h) Repeated or continuous job and/or school problems (disruption of class)
- (i) Using alcohol or controlled substances on school property or job site

f. **Other:**

- (1) Candidates with previous knowledge and skill acquisition in the electrical line construction trade *must request* an evaluation of work and job experience during the initial probationary period. Where such experiences warrants, the committee will place the apprentice in the appropriate period with commensurate wages as determined by the committee *after completion* of the initial probationary period.
- (2) Advance standing is subject to review throughout the initial probationary period. During this time, OJT and classroom performance will be evaluated to determine if any readjustment concerning OJT or related training status is warranted, including reevaluation and reassignment of apprenticeship period and level of related instruction.

Local Apprenticeship Committee Policies

a. **Dishonest Behavior**

- (1) Ohop Mutual Light Company has a zero tolerance policy on cheating and dishonesty. Cheating is defined as any action wherein a person defrauds, deceives, or violates regulations unfairly. This includes but is not limited to:
 - (a) Writing formulas, codes, and key words on your person or objects for use in a test.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

- (b) Take someone else's assignment and submit it as your own**
 - (c) Obtaining privileged test information before the testing situation.**
 - (d) Submitting fraudulent progress reports**
- (2) Any apprentice that is caught or suspected of cheating will be called before the committee and face disciplinary action up to and including termination from the apprenticeship.**
- (3) Any apprentice terminated for cause will not be allowed to reapply for a period of one (1) year from the date of termination.**
- b. An apprentice who has a dispute with the Committee must proceed as follows:**
 - (1) Reduce the grievance/concern to writing and submit it to the apprenticeship office no later than ten (10) calendar days before the next scheduled committee meeting date for placement on the agenda.**
 - (2) Attend the meeting and attempt a resolution of the dispute.**
 - (3) The outcome will be communicated in writing to the apprentice and/or employer, and the Washington Department of Labor and Industries, Apprenticeship Division within (10) calendar days.**

B. Disciplinary Procedures

1. The obligations of the sponsor when taking disciplinary action are as follows:
 - a. The sponsor shall be responsible for enacting reasonable policies and procedures and applying them consistently. The sponsor will inform all apprentices of their rights and responsibilities per these standards.
 - b. The sponsor shall notify the apprentice of intent to take disciplinary action and reasons therefore 20 calendar days prior to taking such action. The reason(s) supporting the sponsor's proposed action(s) must be sent in writing to the apprentice.
 - c. The sponsor must clearly identify the potential outcomes of disciplinary action, which may include but are not limited to discipline, suspension or cancellation of the apprenticeship agreement.
 - d. The decision/action of the sponsor will become effective immediately.
2. The sponsor may include in this section requirements and expectations of the apprentices and an explanation of disciplinary actions imposed for noncompliance. The sponsor has the following disciplinary procedures to adopt:

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

- a. Disciplinary Probation: A time assessed when the apprentice's progress is not satisfactory. During this time the sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is complete.
 - b. Disciplinary Suspension: A temporary interruption in the progress of an individual's apprenticeship agreement. Conditions will include not being allowed to participate in On-the-Job Training (OJT), go to Related Supplemental Instruction (RSI) classes or take part in any activity related to the Apprenticeship Program until such time as the sponsor takes further action. The program sponsor shall review apprentices in such status at least once each year.
 - c. Cancellation: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. [WAC 296-05-003].
3. Sponsor Disciplinary Procedures:

NONE

C. Apprentice Complaint Procedures

1. The apprentice must complete his/her initial probationary period in order to be eligible to file a complaint. 296-05-316(22)
2. Complaints involving matters covered by a collective bargaining agreement are not subject to the complaint procedures in this section.
3. Complaints regarding non-disciplinary matters must be filed with the program sponsor within 30 calendar days from the date of the last occurrence. Complaints must be in writing.
4. If the apprentice disagrees with the resolution of the complaint or wishes to contest the outcome of a disciplinary action by the program sponsor, the apprentice must file a written request for reconsideration with the program sponsor within 30 calendar days from the date the apprentice received written notice of action by the program sponsor.
5. The program sponsor must reply, in writing, to the request for reconsideration within 30 calendar days from the date the program sponsor receives the request. The program sponsor must send a copy of the written reply to the apprentice within the 30 calendar days.
6. If the apprentice disagrees with the program sponsor's decision, the apprentice may file an appeal with the Apprenticeship Program, (WAC 296-05-009). If the apprentice does not timely file an appeal, the decision of the program sponsor is final

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

after 30 calendar days from the date the program sponsor mails the decision to the apprentice. See section “D” below.

D. Apprentice Complaint Review/Appeals Procedures:

1. If the apprentice disagrees with the program sponsor’s decision, the apprentice must submit a written appeal to L&I’s apprenticeship section within 30 calendar days from the date the decision is mailed by the program sponsor. Appeals must describe the subject matter in detail and include a copy of the program sponsor’s decision.
2. The L&I apprenticeship section will complete its investigation within 30 business days from the date the appeal is received and attempt to resolve the matter.
3. If the Apprenticeship section is unable to resolve the matter within 30 business days, the Apprenticeship section issues a written decision resolving the appeal.
4. If the apprentice or sponsor is dissatisfied with L&I’s decision, either party may request the WSATC review the decision. Requests for review to the WSATC must be in writing. Requests for review must be filed within 30 calendar days from the date the decision is mailed to the parties.
5. The WSATC will conduct an informal hearing to consider the request for review.
6. The WSATC will issue a written decision resolving the request for review. All parties will receive a copy of the WSATC’s written decision.

XI. SPONSOR – RESPONSIBILITIES AND GOVERNING STRUCTURE

The following is an overview of the requirements associated with administering an apprenticeship program. These provisions are to be used with the corresponding RCW and/or WAC. The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. The sponsor may assign an administrator or a committee to be responsible for day-to-day operations of the apprenticeship program. Administrators and/or committee members must be knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC and these standards. If applicable, sponsors must develop procedures for:

A. Committee Operations (WAC 296-05-316): (Not applicable for Plant Programs)

Apprenticeship committees must be composed of an equal number of management and non-management representatives from a minimum of four to a maximum of twelve members. Committees must convene meetings at least three times per year attended by a quorum of committee members as defined in these approved standards.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

B. Program Operations (Chapter 296-05 WAC - Part C & D):

The sponsor will record and maintain records pertaining to the administration of the apprenticeship program and make them available to the WSATC or Department upon request. Records required by WAC 296-05-400 through 455 (see Part D of chapter 296-05 WAC) will be maintained for five (5) years; all other records will be maintained for three (3) years. Apprenticeship sponsors will submit required forms/reports to the Department of Labor and Industries through one of the two prescribed methods below:

Sponsors shall submit required forms/reports through assigned state apprenticeship consultant.

Or;

Sponsors shall submit required forms/reports through the Apprentice Registration and Tracking System (ARTS), accessed through Secure Access Washington (SAW).

Paper forms as well as ARTS external access forms are available from the sponsor's assigned apprenticeship consultant or online at:

<http://www.lni.wa.gov/TradesLicensing/Apprenticeship/FormPub/default.asp>.

1. The following is a listing of forms/reports for the administration of apprenticeship programs and the time-frames in which they must be submitted:
 - a. Apprenticeship Agreements – within first 30 days of employment
 - b. Authorization of Signature forms - as necessary
 - c. Approved Training Agent Agreements– within 30 days of sponsor action
 - d. Minutes of Apprenticeship Committee Meetings – within 30 days of sponsor approval (not required for Plant program)
 - e. Request for Change of Status - Apprenticeship/Training Agreement and Training Agents forms – within 30 days of action by sponsor.
 - f. Journey Level Wage Rate – annually, or whenever changed as an addendum to section VII. Apprentice Wages and Wage Progression.
 - g. Related Supplemental Instruction (RSI) Hours Reports (Quarterly):
 - 1st quarter: January through March, due by April 10
 - 2nd quarter: April through June, due by July 10
 - 3rd quarter: July through September, due by October 10
 - 4th quarter: October through December, due by January 10
 - h. On-the-Job Work Hours Reports (bi-annual)
 - 1st half: January through June, by July 30
 - 2nd half: July through December, by January 31
2. The program sponsor will adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these standards. Requests for revision to these standards of apprenticeship must be submitted 45 calendar days prior to a quarterly WSATC meeting. The Department of Labor and Industries, Apprenticeship Section's manager may administratively approve requests for revisions in the following areas of the standards:

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

- a. Program name
 - b. Sponsor's introductory statement
 - c. Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
 - d. Section VII: Apprentice Wages and Wage Progression
 - e. Section IX: Related/Supplemental Instruction
 - f. Section XI: Sponsor – Responsibilities and Governing Structure
 - g. Section XII: Subcommittees
 - h. Section XIII: Training Director/Coordinator
3. The sponsor will utilize competent instructors as defined in WAC 296-05-003 for RSI. Furthermore, the sponsor will ensure each instructor has training in teaching techniques and adult learning styles, which may occur before or within one year after the apprenticeship instructor has started to provide instruction.

C. Management of Apprentices:

1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement with the Department before the apprentice attends RSI classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption under RCW 39.12.021, the effective date of registration will be the date the agreement is received by the Department.
2. The sponsor must notify the Department within 30 days of all requests for disposition or modification to apprentice agreements, which may include:
 - a) Certificate of completion
 - b) Additional credit
 - c) Suspension (i.e. military service or other)
 - d) Reinstatement
 - e) Cancellation
 - f) Corrections
 - g) Step Upgrades
 - h) Probation Completion date
 - i) Other (i.e., name changes, address)
 - j) Training Agent Cancellation
3. The sponsor commits to rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.
4. The sponsor shall periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

5. The sponsor has the obligation and responsibility to provide, insofar as possible, reasonably continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another or to another program when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these standards. The new training agent will assume all the terms and conditions of these standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
6. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.
7. The sponsor shall hear and decide all complaints of violations of apprenticeship agreements.
8. Upon successful completion of apprenticeship, as provided in these standards, and passing the examination that the sponsor may require, the sponsor will recommend the WSATC award a Certificate of Completion of Apprenticeship. The sponsor will make an official presentation to the apprentice who has successfully completed his/her term of apprenticeship.

D. Training Agent Management:

1. The sponsor shall offer training opportunities for apprentices by ensuring reasonable and equal working and training conditions are applied uniformly to all apprentices. The sponsor shall provide training at an equivalent cost to that paid by other employers and apprentices participating in the program. The sponsor shall not require an employer to sign a collective bargaining agreement as a condition of participation.
2. The sponsor must determine whether an employer can adequately furnish proper on-the-job training to an apprentice in accordance with these standards. The sponsor must also require any employer requesting approved training status to complete an approved training agent agreement and to comply with all federal and state apprenticeship laws, and these standards.
3. The sponsor will submit training agent agreements to the Department with a copy of the agreement and/or the list of approved training agents within thirty calendar days from the effective date. Additionally, the sponsor must submit rescinded training agent agreements to the Department within thirty calendar days of said action.

E. Committee governance (if applicable): (see WAC 296-05-313)

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

1. Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa. If the committee does not indicate its definition of quorum, the interpretation will be “50% plus 1” of the approved committee members. The sponsor must also provide the following information:
 - a. Quorum: **A quorum shall consist of a minimum of one (1) representative each from OHOP Mutual Light Company and IBEW members of this JATC.**
 - b. Program type administered by the committee: **INDIVIDUAL JOINT**
 - c. The employer representatives shall be:

Kenneth Klotz, Secretary 34014 Mountain Hwy East Eatonville, WA 98328	Joel Hansen 36706 Mountain Highway East Eatonville, WA 98328
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 - d. The employee representatives shall be:

George Henley, Chair 34014 Mountain Hwy East Eatonville, WA 98328	Chris Curtis Post Office Box 881 Eatonville, WA 98328
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F. Plant programs

For plant programs the WSATC or the Department designee will act as the apprentice representative. Plant programs shall designate an administrator(s) knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC and these standards.

The designated administrator(s) for this program is/are as follows:

N/A

XII. SUBCOMMITTEE:

Subcommittee(s) approved by the Department, represented equally from management and non-management, may also be established under these standards, and are subject to the main committee. All actions of the subcommittee(s) must be reviewed by the main committee. Subcommittees authorized to upgrade apprentices and/or conduct disciplinary actions must be structured according to the same requirements for main committees.

OHOP MUTUAL LIGHT COMPANY APPRENTICESHIP COMMITTEE

NONE

XIII. TRAINING DIRECTOR/COORDINATOR:

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/ training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

George Henley, Coordinator
34014 Mountain Hwy East
Eatonville, WA 98328