

electrical training ALLIANCE
**2019 NTI
 C Group**

**Discipline, Termination and
 other EEO Issues**

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What We'll Cover Today

- Overview of EEO Issues
- Discipline and termination of apprentices
- Religious discrimination, retaliation and ADA

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**EEO LAWS AND
 APPRENTICESHIP
 PROGRAMS**

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Which Applicants for Apprenticeship are Protected from Discrimination?

- White male age 50?
- Male age 20 pre-operative Transgender?
- Female veteran amputee?
- HIV Positive Haitian?
- 25 year old Pregnant female?
- 19 year old Black male?
- White male age 22?
- Iranian born Muslim male age 24?
- Evangelical Christian female age 25?

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What is 29.30?

- DOL's regulations for Labor Standards for Registration of Apprenticeship Programs are in Title 29 of the Code of Federal Regulations (CFR), Part 29. This includes the provisions for registration, Standards, apprenticeship agreements, de-registration, etc.
- Part 30 is Equal Employment Opportunity in Apprenticeship and Training. Shorthand is 29 CFR Part 30, or 29.30.

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What Does 29.30 Address?

- Equal opportunity standards and programs (which cover applicants and apprentices)
- Affirmative Action plans
- Approved methods for selection of apprentices
- Records
- Compliance reviews and enforcement
- Complaint procedures

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How Do the 29.30 Regulations Relate to Other EEO Laws?

- They overlap, but are not the same.
- There are different procedures and remedies. Violation of 29.30 can lead to deregistration of the entire program.
- JATCs and AJATCs are subject to various federal and state employment laws with their own rules and enforcement. These may cover "protected characteristics" that 29.30 does not cover.

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Title VII of The Civil Rights Act of 1964 and Other EEO Laws

- Prohibits discrimination based on race, color, religion, sex or national origin
- Prohibits sexual harassment as a form of sex discrimination
- Prohibits pregnancy discrimination
- New EEOC interpretations say Title VII prohibits gender identity and sexual orientation discrimination State/Local laws may protect other categories, e.g. sexual orientation, marital status

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Other Federal EEO Laws

- Age Discrimination in Employment Act (ADEA) prohibits discrimination against individuals age 40 or over
- Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities and requires reasonable accommodation of employees
- GINA prohibits use of genetic information

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What Activities or Programs are Potentially Covered?

- Potentially all of them
- Apprentice selection, training, etc. (in class and OTJ)
- Employment of staff (possibly even if fewer than 15 employees)
- Other programs, including pre-apprenticeship programs, Construction Wiremen (CW), training for journey workers, etc.

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Non-discrimination in all Areas of Apprenticeship

- Equal application of the rules, policies and procedures
- Applies to:
 - Grading and requirements at school
 - Equal opportunities for OTJ training, supervision, rotation
 - Discipline and termination
- In class and on the job

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Four Basic Concepts In Discrimination Laws

1. *Disparate Treatment Liability*— outright, intentional discrimination
2. *Disparate Impact Liability*— used to challenge qualification standards that tend to screen out individuals based on protected classes, either in initial selection or in promotions
3. *Retaliation*— unfavorable treatment of an employee because of prior complaints about discrimination

AND...

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Four Basic Concepts

4. *Reasonable Accommodation* — if requested, employers/JATCs must make reasonable modifications that do not pose an undue hardship. Applies to *disability* and *religion*

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Who is on the Hook?

• *Carrie is called before the Committee after being terminated for insubordination. She explains that she told off her foreman after being subjected to repeated sexual remarks and some physical touching. One trustee remarks that she needs to get tougher if she wants to work in the industry; another says she should stop flirting on the job. Carrie goes to the bottom of the list and is out of work for several weeks. A few months later, Carrie is let go from another job for substandard performance. She again complains of gender discrimination. The Committee terminates her from the program.*

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Who is on the Hook?

- **Questions**
 - Is the JATC potentially liable for its actions at the first meeting? For the termination?
 - If this were an AJATC Sub-Committee, would the AJATC be liable?
 - Are any of the individual Trustees potentially liable?
 - When would Trust funds need to be used to pay?

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Liability of a JATC/AJATC for Acts of its Employees

- If an apprentice suffers an adverse “tangible employment action” *by an instructor or a Committee employee*, then the Committee is liable
- Where there is no “tangible action” the JATC/AJATC is liable for the acts of its employees *unless* it
 - Had a written harassment policy and
 - The apprentice did not use it *or*
 - The apprentice complained and the Committee took prompt remedial action.

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Liability for the acts of Co-Workers, Classmates or Third Parties

- A JATC/AJATC is liable for unlawful harassment of apprentices by others *if it knew or should have known the alleged harassment, and the Committee failed to take immediate and appropriate corrective action*
- This includes conduct by co-workers, fellow apprentices, customers or employees of other companies

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Overlap with Contractor Duties

- Contractors have the primary EEO duties for their employees, including apprentices.
- The JATC/AJATC has the duty to ensure that their apprentices are not subjected to discrimination and harassment on the job.

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TYPES OF CHALLENGES TO APPRENTICE DISCIPLINE AND DISCHARGE DECISIONS

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“I Didn’t Do It” Or “You Can’t Prove It”

- Evidentiary Challenges
 - The apprentice did not engage in the conduct alleged
 - Witnesses did not tell the truth
 - Evidence was circumstantial

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Procedural Due Process

- Challenges under the Committee’s own rules or a misunderstanding of “rights”
 - Notice and opportunity to be heard
 - Notice of the evidence being used
 - Ability to present evidence and/or witnesses

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Breach of Contract Claims

- No notice that the particular conduct was prohibited
- No notice that a particular sanction was possible
- Committee lacked the authority to issue a sanction
- Action is outside the Program's rule or the Apprenticeship Agreement

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Claims of Discrimination or Unfair Treatment

- The Committee has not consistently enforced the rule
- The Committee is imposing a higher penalty than it has used with others
- The Committee is biased or engaging in retaliation

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Mitigating Factors

- Give me one more chance
 - "I won't screw up again"
- Personal circumstances
- Others are to blame
- Others get away with this all the time

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How the Courts View Such Challenges

- Contract-type claims usually turn on the language of the Standards and the Committee's own rules. These claims fail where the Standards and Committee's rules are clear
- The most common claims are for violation of federal or state equal opportunity (EEO) laws alleging discrimination

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EVALUATING PERFORMANCE ON THE JOB

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Passing Along a Problem Apprentice

- Andy just started his third year. He has passing grades. He's been "laid off" repeatedly. His reputation among contractors is that he is careless, but all the work reports are average. Based upon verbal reports, Andy has good attendance, work hard, no discipline issues and co-workers like him. His last assignment was to a member of the Committee, because no one else would take him. He was just let go by this contractor for unsatisfactory performance and unsafe conduct, and will appear before the Committee. Andy met first with the Training Director, and expressed surprise; Andy has never received any criticism on the job.

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Passing Along a Problem Apprentice

Questions

- Can the Committee terminate Andy?
- If Andy challenges the termination, can it be defended?
- If Andy is not terminated, what should be done?
- Would it make any difference if "Andy" is a minority, or a woman?
- How could this situation be prevented?

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The Relationship of Evaluation and Lawful Discharges

- The same good practices that ensure proper OTJ training will be the Program's best defense when it suspends or terminates an apprentice for poor performance
 - Regular feedback and counseling on areas needing improvement
 - Documentation

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Good Training Requires Feedback and Evaluations

- Good supervisors always let subordinates know their expectations
- *A negative evaluation, warning or discharge for poor performance should never come as a surprise*

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**Apprentice Supervision
on the Job**

- Are you comfortable with the overall quality of OTJ training?
 - Journeymen and foremen understand how to teach, coach and supervise?
- Are you comfortable with your knowledge of how your apprentices are doing OTJ?
 - Accuracy of evaluations
 - Identifying issues before apprentices are fired

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Effective Evaluations

- Accurately describe the reasons behind each rating
- Always communicate and document positive and negative performance
- Use objective measures when possible
- Identify opportunities and expectations for improvement

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Effective Appraisals

- Provide the apprentice a copy
- Provide opportunity and space for the apprentice to comment
- Signatures of both supervisor and apprentice are important

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**CONDUCT AND
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Who, Where and When

- **Who:**
 - Applicants and Apprentices?
 - CW? Journeymen taking classes?
- **Where and When**
 - In class, JATC Property?
 - OTJ?
 - Off-site JATC Activities?
 - Other?

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What Conduct?

- Define the rules
- Provide discretion to the Committee
- Including but not limited to...
- Are they are notice or prohibited conduct?

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Before and After Indenture—Are the Standards Different?

- Felonies?
- Misdemeanors?
- Does it matter who else is involved?
- What other factors are relevant?

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The Sex Offender

- *You receive a tip that Bill, a third year apprentice, is on a sexual predator list. When you call Bill, he admits that is true. Six years ago his ex-girlfriend accused him of molesting her daughter. Bill denied it, but plead it down to a misdemeanor.*
- **Questions:**
- Do your policies and procedures give you enough discretion to terminate for off-duty or pre-apprenticeship conduct?
 - Under what circumstances?
 - What factors are relevant?
- Based upon his performance in the Program, and the nature of the work, is Bill a present risk?
- If not, should he still be terminated? Why?

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Apprentice Discipline and Discharge— *Maintaining Consistency*

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The Dope Dealer

- *Bob is a second year apprentice who took some related training at a community college. You receive a report from the campus police, based upon a tip from a student, that Bob is dealing drugs out of his car. They brought in the police, but Bob had nothing on him at the time of the stop, so they cannot bar Bob from campus. After making some quiet inquiries, another apprentice reports that it is well-known that Bob is dealing drugs, but does not use them himself.*
- **Questions:**
 1. Does this conduct violate any of your JATC's policies or procedures?
 2. If so, what discipline, if any, is appropriate based upon this information?

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Changing Rules or Past Practices

- Committees and new leadership are not locked into past practices; they can introduce new rules, start enforcing old rules or increase penalties
- Make certain apprentices are told — preferably in writing — that this will happen
- Be cautious that it does not look like the rule is changing just to go after one apprentice for discriminatory or retaliatory reasons

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True Or False?

- You must always go through progressive discipline
- It is o.k. if apprentices “refuse to sign” a warning
- Committees cannot discipline apprentices for OJT conduct unless the contractor did so
- If you have a “he said-she said” you can’t take action

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True Or False?

- Committees cannot base discipline on hearsay
- Committees must meet with apprentices before writing them up
- You should not write-up a “verbal warning”
- Only the Training Director can issue a warning
- You can only punish for violations that are clearly spelled out in your rules

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Effective Counseling Meetings and Write-Ups

- Describe the rule violated or the performance standard not being met
- Summarize the facts or evidence
- State what the apprentice needs to accomplish, and the consequences if they do not
- Give the apprentice an opportunity to respond
- Is signed by the apprentice

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Advantages of a Separate Form

- You have proof from the apprentice’s signature that conversation took place
- Has the apprentice’s response
- Is less subject to challenge as a later fabrication

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The Guy Who Has Checked Out

- *Paul has become a problem. He's just started his fifth year. Paul has been slacking off on the job site, showing up late to work, unexpected absences. He has two discharges on his record, but usually the contractors lay him off rather than trying to fire for cause. Paul is drinking, but the real problem is he does not seem to care whether he finishes the program. When he is laid off he goes to work for his brother who is working non-union.*
- **Questions:**
 1. What tools do you have available under your policies to deal with Paul?
 2. What would you do with Paul?

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Grounds for Termination

- Violating JATC/AJATC Rules—In Class or OJT
- Performance Issues
 - Excessive safety violations
 - Cannot learn needed skills
 - Unable to perform essential functions
- Off the Job Conduct?
- Pre-Apprenticeship Conduct?

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Due Process and the Committee

- Nothing in Standards, DOL Regulations or any other law or rules require trial-type hearings
- The typical “appeal” to a Committee requires minimum “due process”
- Follow your procedures

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Options for “Due Process”

- Provide notice in advance of the meeting or meet with apprentice and then schedule a follow-up?
- Have witnesses interviewed by TD or third party? Or bring them before the Committee?

The Suspected Thief

- *Jose, a fourth year apprentice, has been working for a contractor for four months without incident. Last week one of the other subs reported that some of their tools were missing, and one of their guys said he saw Jose hanging around late in the day and carrying stuff to his truck. When the foreman questioned Jose, he denied taking any tools. The foreman searched the back of Jose's truck and found one that matched, but the serial number had been scratched off. Jose claimed that he had bought it on-line. The next day the contractor laid Jose off for "lack of work", then called for a new apprentice. The other crew members were told that Jose was let go for stealing. You now need to decide whether to send Jose out to another contractor.*

The Suspected Thief

- **Questions:**
 1. Should the Committee send Jose out? If not, what should you do next?
 2. What type of claims could Jose raise against the contractor?
 3. What steps should the Committee take next with the contractor?

Which Are the Most Important Things to Do Before Terminating an Apprentice:

- A. Follow the JATC's procedures or policies
- B. Avoid discrimination or favoritism
- C. Ensure proper reasons
- D. Ensure proper documentation
- E. Call Your Lawyer
- F. All of the above

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The Need for Consistency

- The most important consideration in your ability to defend a termination is whether you have treated similar cases the same way
- If prior situations were *not* the same (such as mitigating factors or the rules have changed) be prepared to explain this to the apprentice

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The Business Agent's Son

- *Jeremy is a third year apprentice who has been missing classes and has been fired from two jobs for excessive absenteeism. You speak to Jeremy's dad, who admits that Jeremy has some substance abuse issues, but Jeremy is in denial. Jeremy's dad wants the Committee to read him the riot act, but not kick him out of the program. The last time you had a similar situation was two years ago when the Committee expelled a first year apprentice. William had excellent skills and reviews, but was missing too much time from work because of problems at home and with his kids. The Committee was reluctant to expel a qualified minority apprentice, but felt it had no choice.*

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The Business Agent's Son

- **Questions:**
 1. What are the possible legal issues here?
 2. What would you do with Jeremy?

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The Trap of Favoritism and Making Exceptions

- Favoritism (such as relatives of Committee members or Union officials) or disparate treatment because of an apprentice's lousy attitude, negative view of the union, etc., is not a violation of EEO laws
- If the next person happens to be a different race, background, religion, etc., than the prior person — then they have a prima facie case of disparate treatment

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Sharing Time

- *Your Training Director wants to avoid picking up apprentices who have been suspended or terminated from other programs, and suggests unilaterally sending notices to all other Committees and asking them to do the same*

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Sharing Time

• Questions

- Is it legal for a Committee to share a Notice of Suspension or similar information with other Committees?
- Are Committees required to share such information with each other?
- Are there any other risks in sharing such information?

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RELIGIOUS DISCRIMINATION AND ACCOMMODATION

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The Apprentice with the New Found Faith

- *Jason, a second year apprentice, informs you that following the recent birth of his son, he has decided to join his wife's denomination (Seventh Day Adventist). He explains that while the Sabbath does not begin until sundown, he needs to get home to prepare, so will generally need to be off Friday afternoons. The supervisor told him he might be able to let him off early some Fridays, but not always. If he leaves work early without permission, he will be fired.*
- *Jason comes to you for help. He also says he cannot work or attend classes on Saturdays.*

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The Apprentice with the New Found Faith

- **Questions:**
 - How would/should you respond to this situation, and why?
 - Is the Committee required to ensure that John is only referred to contractors that can meet his requests?
 - Your Committee has some mandatory classes on Saturdays, and limited make-up classes. John wants to be able to do make-ups on any other day, including Sundays. None of your instructors want to work Sundays because they are in Church. How do you handle Jason's issue?
 - Would you answer by any different if Jason was Jewish?

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Same Theories

- *Non-discrimination* (applying the rules equally)
- *Harassment* (not harassing apprentices because of their religious beliefs or practices)
- *Reasonable Accommodation* of religious beliefs and practices
- *No retaliation* for making requests or asserting rights

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Reasonable Accommodations of Religious Practices and Beliefs

- Permitting religious dress/appearance, if not a safety hazard
- Allowing prayers, if other breaks are allowed
- Days off for religious holidays, if others are allowed off for other reasons
- Negative comments about a person's religion or religious practices
- Trying to impose one's own faith or beliefs on others
- Unwillingness to consider requests for accommodations

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Reasonable Accommodations of Religious Practices and Beliefs

- Do not question the sincerity of an employee's religious beliefs and consider every request
- Balance--free expression of one person's beliefs with the right of others to be left alone
- Balance--Providing accommodations without favoring one religion over another

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Undue Hardship

- An employer/Committee is not required to grant a religious accommodation that would violate a union contract
- An employer/Committee *is* required to grant a request for accommodation that would only cause a small burden
- An employer/Committee is *not* required *or* permitted to favor one religion over another

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RETALIATION

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Retaliation is Unlawful and Will Not Be Tolerated

- An apprentice may not be intimidated, threatened, coerced, or retaliated against for “protected activities”.
- Department of Labor regulations, other federal, state and local laws, and the Committee’s policies all prohibit retaliation.

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What Are “Protected Activities”?

- Filing a complaint of discrimination or retaliation with the Committee, or with any outside agency (such as DOL, a State Apprenticeship Agency, or the EEOC)
- Assigning or participating in a federal or state EEO proceeding
- Exercising rights under DOL EEO regulations of the Committee’s EEO Policies
- Opposing any discriminatory practice in our apprenticeship program

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Retaliation can take Many Forms

- Examples include:
 - Transferring the Complainant to another location or department, or changing hours, without his/her consent
 - Sending the Complainant home without pay
 - Accusing the Complainant of lying
 - Ordering the Complainant not to contact the police, the Committee, the Local Union, HR, Corporate
 - Threats of unspecified actions
 - Harassment

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Retaliation Can Take Many Forms

- Other Examples
 - Disciplining a Complainant for other violations of policy disclosed during the investigation
 - Threats or actual demotions, negative evaluations, denial of or lower pay raises, or termination
 - Shunning or refusing to work with the Complainant
 - Gossiping or making negative remarks about the Complainant

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Punishing Paula

- *Paula was assigned to a site working with Harvey, a journey worker. Paula put up with his sexual comments and propositions for a week before she complained. The Contractor wrote Harvey up and reassigned Paula to work with Reilly.*
- *Reilly and Harvey are good friends. Reilly has been making Paula's life even more miserable with additional work, unreasonable demands, criticism and then a negative work report. Paula complained again of harassment and retaliation, but the Contractor found no violation. Then Paula was laid off.*

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Punishing Paula

- Questions
 1. Has Paula been subjected to retaliation?
 2. Who is potentially liable here?

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ADA ISSUES IN APPRENTICESHIP

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The Definition of Disability under the ADA

An individual with a disability was defined by the ADA of 1990 as a person who has:

- (1) a *physical or mental impairment* that *substantially limits* one or more of the *major life activities* of such individual;
- (2) a *record* of such an impairment; or
- (3) is *regarded as* having such an impairment.

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Impact of the ADA Amendments

- Every time a Committee or an employer plans to take action where it knows that a physical or mental condition is a factor behind declining performance or violations, the employee is protected by the ADA *unless* the impairment is clearly transitory
- The focus shifts to qualification to perform essential functions

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ADA Issues in Pre-Offer Inquiries

- An employer/Committee cannot inquire at the pre-offer stage as to whether a individual has a disability.
- Employers/Committees can ask questions that relate to the applicant's ability to perform job-related functions.

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Post-Offer Medical Examinations and Inquiries

- An employer or apprenticeship program may administer a medical examination or inquiry *only* after an "offer of employment" has been made to the applicant and before the applicants starts work
- That means pre-indenture

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Post-Offer Medical Examinations and Inquiries

- An apprenticeship program may condition admission to the program on the results of a medical examination if:
 - the examination is given or the inquiry is made to *all* entering apprentices;
 - medical information is segregated and kept confidential; and
 - the results of the examination "are used only in accordance with" the ADA.

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The New Medical Exam

- Your JATC has decided that too many new apprentices are leaving for physical reasons, and it is time to add a post-offer, pre-indenture physical exam. The doctor pulls five to discuss with you based upon their medical history:
 - Apprentice A --color blindness;
 - Apprentice B--past history of alcoholism;
 - Apprentice C--epilepsy, but has been seizure-free for two years;
 - Apprentice D--highly allergic to bee stings; and
 - Apprentice E--three months pregnant.

The New Medical Exam

- Questions for each:**
 - Which of these applicants could potentially be denied admission? Why?
 - What additional information do you need, if any, to make that decision?
 - If you admit some or all of these applicants to the program, what obligation do you have to inform contractors that the apprentices have these conditions?

Legal Reasons to Refuse Indenture (or Terminate) Based on Medical Conditions

- The applicant or apprentice cannot perform the *essential functions of the job* or the program even with reasonable accommodations
- The requirement is *job-related* and *consistent with business necessity*
- The individual poses a *direct threat* to the health or safety of him/herself, or others that cannot be reduced through reasonable accommodations

Requests for Accommodations

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Mom's Call

- You receive a telephone call from Mrs. Jones about her son AJ, who is graduating high school and has just filled out an application. Mrs. Jones asks about the test and interview process. Mrs. Jones tells you AJ has some learning disabilities, and he'll need extra time on the test, a quiet environment for all testing, and a reader for all instructions. She also says that AJ might need extra time for any on-line testing.
- **Questions:**
 - What ADA issues are raised by this request?
 - How should the Committee respond?

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Basic Principles

- The reasonable accommodation obligation *applies only to accommodations* that reduce barriers to employment *related to a person's disability*
- A reasonable accommodation *need not be the best* accommodation available or the one requested, as long as it is an *effective* accommodation

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Apprentice's Duty to Ask for an Accommodation

- It is an individual's obligation to inform the employer/program of the need for an accommodation
- No "magic words" are required

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Documentation

- Programs can
 - require medical documentation
 - require apprentices to sign releases of information
 - require second opinions or independent medical exams, where appropriate
- Most common concerns
 - what happens pending this process
 - who pays

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Defenses

- *Undue Hardship*—a particular accommodation would impose an undue financial or administrative hardship, considering the cost, financial resources of employer, and the impact on the operation or co-workers
- *Direct Threat*—to the health or safety of the individual or others
- *Fundamental Alteration of the Program or Services*. There is specific new language in the ADA Amendments, reiterating this defense

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Testing or Classroom Accommodations that May Be Appropriate with Documentation

- Longer test time or untimed tests
- Split testing
- Use of a calculator
- Sign language interpreters

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Testing or Classroom Accommodations that Would Rarely or Never be Appropriate

- Use of a reader
- Waiver of test section (e.g., reading or math)

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Examples of Common Requests on the Job

- Adjustment in referral procedures when individual contractors refuse to make accommodations
- Adjustment in procedures where apprentices cannot work particular sites
- Request to only be sent to certain types of job sites
- Specialized Equipment
- Changes in job duties
- Schedules and breaks

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Who Pays For Accommodations?

- Contractor, if covered by the ADA
 - 15 or more employees; and
 - is not an undue hardship
- JATC/AJATC
 - has joint responsibility with the employer

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Bad Back Jack

- *Jack, a third year apprentice, has developed chronic back pain that flares up periodically and leaves him incapacitated for 1-3 days. His doctor recommends that Jack not do repetitive lifting over 35 lbs. Jack ignored this advice at his last job, and his back went out again. He's been released to return to work, and calls to request that he only be referred to positions that can accommodate his restrictions. When you contact the first contractor on the list, he responds that they do not have any light duty jobs, and to send another apprentice.*
- **Questions:**
 - What are the Committee's rights and responsibilities here?
 - How would you respond to Jack's request?

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Mary's Recovery

- *Mary is a fourth year apprentice. Approximately five months ago she was diagnosed with breast cancer. She was out of work for several weeks for surgery, then released to return to work. She worked for four weeks before that job finished. Mary was then sent to a new contractor. After being on the job for two weeks, you receive a call from the contractor stating that Mary has "light duty" restrictions, and the other apprentices and journeymen have been covering for her. You call one of the journeymen for the prior contractor and learn that the same thing has been going on since her operation.*

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Mary's Recovery

- **Questions**
 - Is Mary protected by the ADA?
 - What obligations does the contractor have to accommodate Mary's restrictions? Does the Committee?
 - If Mary says her restrictions are long term, what would be your next step?

Sam and Harry

- *You get two calls from apprentices about accommodation requests.*
 - *Sam has a bad knee and wants permission to park close to the building—where the supervisors park*
 - *Harry is a second year apprentice who suffered from heat stroke, and wants to either be exempt from outside jobs during the summer, or from working on the hottest days of the year*
- **Question:** are these reasonable accommodations?

The Deaf Apprentice

- *A recently-organized contractor has an employee, Kevin, who has been working for two years. Kevin has substantial hearing loss in one ear, and partial hearing loss in the other; he is considered legally deaf. He lost his hearing at an early age, so his speech is sometimes slow and difficult to understand. Kevin's father is a lineman who has been with this contractor for 10 years and is a friend of the owner. The Business Agent who tells you about Kevin says he has already spoken to the IBEW Committee members, and they agree Kevin should not work for any other contractors because of the concern over potential safety issues and the extra work involved in having to supervise a deaf apprentice.*

The Deaf Apprentice

- **Questions:**
 - What issues will this pose for the JATC?
 - How do you respond to the Business Agent?
 - What accommodations would be needed for the Aptitude test or interview?
 - What accommodations on the job?
 - How would you handle small contractors refuse him as unqualified?

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Difficult Cases

- Reading
- Vision
 - inability to see warnings
 - color blindness
- Hearing
- Missing Limbs
- Blood Bourne Illnesses
- Epilepsy

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Questions?



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