

STANDARDS OF APPRENTICESHIP

for the

**International Brotherhood of Boilermakers, Iron Shipbuilders,
Blacksmiths, Forgers and Helpers
and
Employers in the Field Erection and Repair Industry**

developed by

**WESTERN STATES
AREA JOINT APPRENTICESHIP COMMITTEE**

for the occupation of

BOILERMAKER

APPROVED BY

**APPRENTICESHIP & TRAINING PROGRAM
WORKFORCE SERVICES DIVISION
MONTANA DEPARTMENT OF LABOR & INDUSTRY
AND
OFFICE OF APPRENTICESHIP
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TABLE OF CONTENTS

		Page
Foreward		3
Definitions		4
I.	Program Administration	7
II.	Equal Opportunity Pledge	9
III.	Affirmative Action Plan	10
IV.	Qualifications for Apprenticeship	10
V.	Selection of Apprentices	11
VI.	Apprenticeship Agreement	11
VII.	Ratio of Apprentices to Journey-workers	11
VIII.	Term of Apprenticeship	12
IX.	Probationary Period	12
X.	Hours of Work	13
XI.	Apprentice Wage Progression	13
XII.	Credit for Previous Experience	14
XIII.	Work Experience	15
XIV.	Related Instruction	15
XV.	Safety and Health Training	16
XVI.	Supervision of Apprentices	16
XVII.	Records and Examinations	17
XVIII.	Maintenance of Records	17
XIX.	Certificate of Completion of Apprenticeship	18
XX.	Notice to Registration Agency	18
XXI.	Cancellation and Deregistration	18
XXII.	Amendments and Modifications	19
XXIII.	Adjusting Differences/Complaint Procedure	19
XXIV.	Collective Bargaining Agreement	22
XXV.	Transfer of an Apprentice and Training Obligation	22
XXVI.	Responsibilities of the Apprentice	22
XXVII.	Technical Assistance	23
XXVIII.	Approval of Local Standards	23
XXIX.	Out of State Reciprocal Approval	23
XXX.	Re-inspections, Provisional Registration & Evaluations	24
XXXI.	State Apprenticeship Advisory Council	25
XXXII.	Official Adoption of Apprenticeship Standards	25
APPENDIX A – Work Process Schedule and Related Instruction Outline		
APPENDIX B – Sample Apprenticeship Agreement		
APPENDIX C – Affirmative Action Plan		
APPENDIX D – Qualifications and Selection Procedures		

FOREWORD

These Western States Joint Apprenticeship Committee Apprenticeship Standards have as their objective the training of Boilermakers skilled in all phases of the erection and repair industry who will be a credit to the industry. It has been recognized by the Union and the Employers that to accomplish this there must be a well-developed on-the-job learning (OJL) and related instruction.

This recognition has resulted in the development of these Apprenticeship Standards. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor's Office of Apprenticeship, as a basis from which the Area Joint Apprenticeship Committee (AJAC) can work to establish an apprenticeship training program that meets the particular needs of its area.

Since these Standards were drawn to provide uniform coverage for all States in the Western States Area, it is understood there may be some areas of conflict with provisions of the various State Apprenticeship laws. Local applications of these Area Apprenticeship and Training Standards in states having State Apprenticeship Agencies should be adapted to meet the Standards of Apprenticeship in such States.

It is the desire of the Union, the Employers and the Western States Joint Apprenticeship Committee to cooperate with the National Joint Apprenticeship Board and all who are interested in the training of Boilermaker apprentices. The goal is to ensure that apprentices who apply themselves to learn the occupation will be given the opportunity to become highly skilled journey-workers.

DEFINITIONS

Apprentice: An individual meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Western States Joint Apprenticeship Committee providing for training and related instruction under the Standards and who is registered with the Registration Agency.

Apprenticeship Agreement: The written agreement between the apprentice and the Western States Joint Apprenticeship Committee, acting as agent for the employer, setting forth the responsibilities and obligations of all parties to the Agreement with respect to the Apprentice's employment and training under the Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

Apprenticeship Areas: Defined as outlined in the "Agreement and Declaration of Trust for Boilermakers' Area Apprenticeship Fund" (4/26/96) as periodically amended from time to time.

Area Coordinator: The Area Coordinator has oversight responsibilities of the apprenticeship program in an area as delegated by the Area Joint Apprenticeship Committee.

Area Joint Apprenticeship Committee (AJAC): The AJAC created for each of the Apprenticeship areas comprised of an equal number of representatives appointed by the Union and by the Employer in whose name these Standards of Apprenticeship will be registered. Sometimes may be referred to as "Area Committee" in this document.

Certificate of Completion of Apprenticeship: The Certificate of Completion issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in the Standards of Apprenticeship.

Collective Bargaining Agreement: The negotiated agreement between the Union and signatory Employers that sets forth the terms and conditions of employment.

Electronic Media: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

Employer: The term "Employer," as used herein, shall mean and include: Any person, firm, association, partnership or corporation who or which has signed or signs, or on whose behalf a committee of Employers has signed or hereafter signs, one or more collective bargaining agreements with the International Union and/or any Local Union or Unions thereof, requiring such Employer to contribute to the Boilermakers' Apprenticeship and Training Funds.

Gender Clause: Wherever used in the Standards, the masculine noun and pronoun shall be understood to include masculine and feminine gender. Also any reference to either the male or female gender in these Standards is intended to include both genders and is not to be considered as a limitation on either sex. The term journeyman / journey-worker within these Standards shall be considered a performance level and not a gender term.

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers: The terms "Local Unions" and "Local Union," as used herein, shall mean such of the Local Lodges of the International Union as have members for whom Employers (as the term "Employers" is defined herein) are

making or are required to make contributions to the Boilermakers' Apprenticeship and Training Funds. The term "Union" shall mean and include both the International Union and its Local Unions.

Journey-worker: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)

Local Committee: Assists the Area Coordinator in the supervision and administration of these Apprenticeship Standards in their Local Lodge area. The Local Committee, which may also be referred to as the Administrative Committee, acts for and on behalf of the Area Joint Apprenticeship Committee during the interim period between regular meetings of the Area Joint Apprenticeship Committee to assure the effectiveness and success of the apprenticeship program.

Montana Apprenticeship Advisory Council: An advisory and consultative council established in 24.21.205 ARM that will provide the state registration agency advice and counsel regarding matters of interest involving the Montana Apprenticeship Community.

National Joint Apprenticeship Board (the Board): Charged with the development of National Guidelines for Apprenticeship Standards, Affirmative Action Plan and Selection Procedures and having them certified by the U.S. Department of Labor, Office of Apprenticeship, for use by Area Joint Apprenticeship Committees. The Board is also charged with submitting subsequent revisions and/or amendments of the above to the Registration Agency.

O*NET-SOC Code: The occupational information network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification, uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, state and local levels.

On-The-Job Learning (OJL): Tasks learned on-the-job in which the apprentice must be proficient before a completion certificate is granted. The learning must be through structured, supervised work experience.

Program Sponsor: The local Apprenticeship Committee in whose name these Standards will be registered, and which will have the full responsibility for administration and operation of the apprenticeship program.

Registered Apprenticeship Partners Information Data System (RAPIDS): The Federal system, which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

Registration Agency: As per the individual State/Federal Apprenticeship Agreement signed by the apprentice, means the Apprenticeship and Training Program, Workforce Services Division, Montana Department of Labor & Industry.

Related Instruction: An organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to his/her occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

Sponsor: The Western States Joint Apprenticeship Committee in whose name the Standards of Apprenticeship will be registered and which will have the full responsibility for administration and operation of the apprenticeship program.

Standards of Apprenticeship: This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

Supervisor of Apprentice(s): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

Time Based Occupation: The time-based approach measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

Transfer: A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within the same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

Union: Means the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and any of its affiliated Local Unions party to an appropriate labor agreement between the parties.

I. PROGRAM ADMINISTRATION

Explanation: This section outlines the responsibilities of the Area Joint Apprenticeship and Training Committee and the Area Coordinator regarding the operation and administration of the Apprenticeship Program.

Required Language:

Area Joint Apprenticeship Training Committee

The Western States Area Joint Apprenticeship Committee shall be composed of an equal number from the Union (representing those employees covered by a collective bargaining agreement(s)) and the Employers' Association, preferably, at least a total of six. Where no employer association exists, a Committee may be formed with volunteers from that area.

The Area Committee shall elect a Chairperson, Vice-Chairperson, Secretary and Assistant Secretary. When the Chairperson represents the Employers, the Secretary shall represent the Union and when the Secretary represents the Union, the Assistant Secretary shall represent the Employers or vice versa. The length of term of these offices shall be three (3) years, upon which all committee members can be re-elected. All members and officers of the Area Committee have the right to vote on matters pertaining to apprenticeship.

The Selection of representatives and method of selecting the representatives for the Union shall be the sole responsibility of the Union. The selection of representatives and the method of selection of the representatives from the Employers shall be the sole responsibility of the Employers.

There shall be quarterly meetings of the Western States Area Administrative Committee with the full Area Committee meeting semi-annually and special meetings may be called by the Chair, with the due notice to all members. A representative of the Registration Agency may be invited to attend these meetings. A majority of both the Union and the Employers members of the Area Committee will constitute a quorum. In cases of vote, an equal number will be cast by the Employer and Union.

The Administrative Committee shall be composed of the elected officers. The Administrative Committee will meet quarterly to handle routine business and other matters as may be referred to it by the Area Committee. Such matters shall remain the responsibility of the Area Committee.

The AJAC shall be responsible for:

- A. Carrying out the Apprenticeship Program within its area in accordance with the Apprenticeship Standards, and any variances, approved by the National Board and registered by the Registration Agency prior to being put into effect.
- B. Determining the need for new apprentices, including when apprenticeship openings will be available and selecting apprentices in accordance with the Selection Procedures attached hereto and made a part of the Apprenticeship Standards.
- C. Initiating and signing all Apprenticeship Agreements for apprentices and forwarding them to the Registration Agency for approval and registration. In addition, notifying the Registration Agency and other appropriate parties of the cancellation, suspension, extension, reinstatement or completion of apprentices.

- D. Arranging required on-the-job learning and related technical instruction for apprentices that will provide them with the diversity of training delineated in the Work Process Schedule and Related Instruction Outline (Appendix A).
- E. Monitoring and evaluating apprentices' progress, including the review of apprentices' records to insure apprentices are fulfilling their responsibilities under the program. The Area Joint Apprenticeship Committee will review, approve and document all apprentice actions including hours, content and progress of training on the job and in related instruction; step progressions; disciplinary actions; poor evaluations; successful completions; cancellations and any other performance or attendance-related issues.
- F. Prepare and submit any reports concerning its apprenticeship program that may be desirable or legally required by the Registration Agency; the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers and any participating employer organization.
- G. Hearing and resolving complaints regarding Apprenticeship Agreement violations.
- H. Certifying the apprentice has completed both the required OJL and related instruction and submitting such certification to the Registration Agency with request for issuance of the Certificate of Completion.
- I. Developing internal procedures to communicate equal opportunity and affirmative action obligations to apprentices, applicants for apprenticeship, and personnel involved in the recruitment, screening, selection, promotion, training, and disciplinary actions of apprentices.
- J. Maintaining the apprenticeship program free from harassment, intimidation, and retaliation by developing and implementing procedures to ensure that its apprentices are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or disability and to ensure that its apprenticeship program is free from intimidation and retaliation as prohibited by 29 CFR 30.17.
- K. Implementing measures to ensure that outreach and recruitment efforts for apprentices extend to all persons available for apprenticeship within the apprenticeship program's relevant recruitment area without regard to race, sex, ethnicity, or disability status.
- L. Encouraging persons with a potential capacity for apprenticeship to submit an application for apprenticeship regardless of sex, race, ethnicity, or disability.
- M. Annually reviewing the Affirmative Action Plan, good faith efforts and Selection Procedures, updating the Affirmative Action Plan and goals/timetables and modifying the Affirmative Action Plan and Selection Procedures as a result of the review, when appropriate. Such review will include an analysis of the Local Area Joint Apprenticeship Committee's success in meeting its goals, the good faith efforts made and the impact each element of the Affirmative Action Plan had on meeting its goal.
- N. Maintaining all records relating to the recruitment, selection, employment and training of apprentices for a minimum of five years from the last date of action.

- O. Provide apprentices with a copy of the written rules and policies and the apprentice will sign an acknowledgment receipt of same. This procedure will be followed whenever revisions or modifications are made to the rules and policies.

Area Coordinator:

The Area Coordinator is responsible for those areas delegated to the Area Joint Apprenticeship Committee. The following outlines some of the responsibilities of the Area Coordinator.

- A. Notifying the Area Joint Apprenticeship Committee when the apprentice roster approaches depletion.
- B. Disseminating apprenticeship opening announcements semi-annually.
- C. Working with the Local Committees to establish dates and times when applications will be issued by the Local Committees.
- D. Sending notices to the Registration Agency and appropriate local, county, state, minority and women’s group organizations informing them of the application-opening announcement. Also sending notices to area employers to be posted at the job site(s).
- E. Providing sufficient application forms to the Local Committees.
- F. Supervising Local Committees in the screening and selection procedures.
- G. Completing the Applicant Roster showing the final disposition of all applicants.
- H. Accepting and responding to inquiries from prospective applicants.
- I. Overseeing the Area Joint Apprenticeship Committee’s commitment to equal opportunity in apprenticeship.
- J. Coordinating “good faith efforts” outlined in the Affirmative Action Plan with the Area Joint Apprenticeship Committee and Local Committee Representative and ensures all participation is documented.

II. EQUAL OPPORTUNITY PLEDGE – Title 29 CFR 29.5(b)(21) and 30.3(b)

Explanation: A statement of commitment that the program will be conducted in conformity with all applicable Federal and State EEO/Affirmative Action laws, regulations, rules and adopted plans. The purpose is to ensure all applicants are treated fairly and equitably. This section contains the Equal Employment Opportunity pledge to which the program sponsor agrees to conform.

Required Language: The Area Joint Apprenticeship Committee will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or because they are an individual with a disability. The Area Joint Apprenticeship Committee will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

III. AFFIRMATIVE ACTION PLAN – Title 29 CFR 29.5 (b)(21) and 30.4

Explanation: A statement of commitment that the program will adopt an Affirmative Action Plan including goals and timetables for the selection of minority males and women (minority and non-minority) in conformity with all applicable Federal and State EEO/Affirmative Action laws, regulations, rules and adopted plans. The purpose is to ensure that those programs that have five or more apprentices will undertake good faith efforts to insure that all applicants are given fair and equitable opportunity to apply into the apprenticeship program.

Required Language: The AJAC will adopt an Affirmative Action Plan (attached as Appendix C) as required under Title 29, CFR part 30.

IV. QUALIFICATIONS FOR APPRENTICESHIP – Title 29 CFR 29.5(b)(10)

Explanation: The sponsor must establish minimum qualifications for entry into the apprenticeship program. This section will reflect minimum qualifications for reasonable expectation of success in the occupation. Qualifications must be fair, objective and equitably applied. They must be clearly stated and directly related to job performance and may include qualifications related to minimum age, education, physical ability to perform essential functions of the occupation, etc.

Language: Applicants shall meet the following minimum qualifications:

- A. Age All applicants shall be at least eighteen (18) years of age. Applicants are required to submit reliable proof of age.

- B. Education Applicants shall be high school graduates or provide proof of equivalent educational attainment, such as successful completion of GED. Applicant must provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable.

Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

- C. Physical Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants will pass a screen for the current illegal use of drugs on acceptance into the program within forty-eight (48) hours after signing the apprenticeship agreement and prior to being employed. Applicants shall be subject to subsequent tests for drug/alcohol use on an annual, random, reasonable suspicion, and per cause basis thereafter.

- D. Reliable Transportation Upon application to the Program, an applicant must demonstrate that he/she has access to reliable transportation. For purposes of this requirement, the term reliable transportation shall mean any form of transportation that permits the apprentice to attend work and any required classroom instruction held in the geographic jurisdiction of the program.

- E. Other Applicants that have welding experience and/or welding training and/or 1500+ hours' prior Boilermaker work experience will have priority selection over those with no welding qualifications, training, or work experience. Applicants must provide copies of proof of welding qualifications and/or training and/or work experience [Qualifications, Certifications, Welding Diploma, Work Hours, etc.] when making application or any time after application is accepted.

READMITTED APPRENTICES: If an apprentice is cancelled, the cancelled apprentice may reapply using the regular application process a maximum of one time only. If an apprentice is cancelled after their probationary period and uses the one time readmitted application process they must include a letter of recommendation from a Union Representative **or** Contractor Representative.

V. SELECTION OF APPRENTICES – Title 29 CFR 30.10

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these standards. (Appendix D)

VI. APPRENTICESHIP AGREEMENT – Title 29 CFR 29.3(d) and (e) and 29.5(b)(11)

Explanation: This section provides that each apprentice must sign an Apprenticeship Agreement with The Area Joint Apprenticeship Committee. It is recognized that all parties to the Agreement are entering into a voluntary contractual agreement. The purpose of the Apprenticeship Agreement is to outline the terms and conditions of the program and the responsibilities of all parties to the Agreement. The Apprenticeship Agreement forms can be obtained from the Registration Agency.

The program sponsor must register all Apprenticeship Agreements with the Registry Agency. Specifically or by reference, an Apprenticeship Agreement must incorporate the Standards of Apprenticeship. Subsequent modifications or changes to the standards shall not affect executed Apprenticeship Agreements without written consent of all parties to the Agreement.

Language: After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice shall be covered by a written Apprenticeship Agreement (Appendix B) signed by the AJAC and the apprentice, and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the AJAC's written rules and policies and the Apprenticeship Agreement and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within forty-five (45) days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the apprentice.

VII. RATIO OF APPRENTICES TO JOURNEY WORKERS – Title 29 CFR 29.5(b)(7)

Explanation: The program sponsor must establish and state in its Standards of Apprenticeship the numeric ratio of Apprentices to journey workers. The ratio language must be specific and clear as to application in terms of jobsite, work force, or department.

The purpose of establishing a ratio is to ensure that adequate journey workers are available to assist in the training of apprentices, adequate supervision is provided on the job, adequate opportunities for apprentices to learn all aspects of the occupation are available, and to ensure workplace safety and provide for continuity of employment.

Language: To ensure that adequate journey-workers are available to assist in the training of apprentices, adequate supervision is provided on the job, adequate opportunities for apprentices to learn all aspects of the occupation are available, and to ensure workplace safety and provide for continuity of employment, the AJAC has established a ratio of apprentices to journey-workers consistent with proper supervision, training, safety, and continuity of employment and applicable provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. The ratio of apprentices to journey-workers will be one (1) apprentice to every three (3) journey-workers.

VIII. TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)

Explanation: This section identifies the term of apprenticeship (length of program) for the occupation covered by the Standards of Apprenticeship. The term should be expressed in terms of hours, months or years of on-the-job training and the number of hours of related instruction per year during the term of apprenticeship. Both the on-the-job and related instruction should be broken out identifying the length of each period during the term of apprenticeship.

Language: The term of the occupation shall generally be four (4) years with an (OJL) attainment of 6000 hours supplemented by the required minimum of 576 hours of related instruction over a period of reasonably continuous employment, including the probationary period, as stated on the Sample Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

An apprentice, who by exceptional aptitude or as a result of past education and/or practical experience achieves the desired level of competency in a phase of the apprenticeship program in less than the time designated, may be advanced to the next phase.

IX. PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(20)

Explanation: This section identifies the length of the probationary period and provides that at the successful completion of the probationary period the apprentice will receive full credit for such time. It also explains that during the probationary period the Apprenticeship Agreement may be canceled by either the Area Joint Apprenticeship Committee or the apprentice, without the formality of a hearing or stated cause. It is strongly recommended, however, that records be maintained indicating why a probationary apprentice is terminated.

After the probationary period, the Agreement may be canceled at the request of the apprentice, or may be canceled by the Area Joint Apprenticeship Committee after due notice to the apprentice and an opportunity for correction action is given.

The probationary period is intended to provide an opportunity for the apprentice to ensure the type of work is to his or her liking, and for the Area Joint Apprenticeship Committee to determine whether the apprentice has the aptitude for the work. It is critically important for the Area Joint Apprenticeship Committee to determine during this time whether or not the needs of the apprentice and the industry would be served by the probationary apprentice's continuation in the apprenticeship program.

Language: All applicants selected for apprenticeship shall serve a probationary period of 1500 hours of on-the-job learning (OJL). The probationary period cannot exceed twenty-five (25) percent of the length of the program or one-year (1), whichever is shorter.

During the probationary period either the apprentice or the Area Joint Apprenticeship Committee may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. Termination of the Apprenticeship Agreement by the Area Joint Apprenticeship Committee during the probationary period shall not be based on an apprentice's race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or because they are an individual with a disability. The records for each probationary apprentice shall be reviewed prior to the end of the probationary period. Records shall consist of periodic reports regarding progression made in both the OJL and related instruction and any disciplinary action taken during the probationary period.

Any probationary apprentice considered to be unsatisfactory after a review of the probationary period shall have his/her Apprenticeship Agreement canceled before the expiration of the probationary period, by means of written notice to the apprentice and to the Registration Agency.

Each probationary apprentice evaluated as satisfactory after review of the probationary period shall be given full credit for the probationary period and continue in the program.

After the probationary period the Apprenticeship Agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the Area Joint Apprenticeship Committee for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the Area Joint Apprenticeship Committee will provide written notice to the apprentice and the Registration Agency of the final action taken.

X. HOURS OF WORK

Explanation: This section outlines the conditions that protect the welfare of apprentices with regard to hours of work. It further assures apprentices' working hours, particularly with regard to overtime work; do not interfere with their attendance in related instruction classes.

Language: Apprentices shall generally work the same hours as journey workers, except that no apprentice shall be allowed to work overtime if it interferes with attendance in related instruction classes. In assigning work to the apprentice, due consideration shall be given to the diversity of training necessary to develop his/her trade skills.

XI. APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)

Explanation: This section outlines the progressive schedule of wages that will be paid to apprentices consistent with the level of skill acquired and satisfactory completion of the on-the-job training and related technical instruction requirements. The wage progression is generally established in the collective bargaining agreement.

Language: Apprentices shall be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training or to journey worker status, the Area Joint Apprenticeship Committee shall evaluate all progress to determine whether advancement has been earned by satisfactory OJL and in related instruction classes. In determining whether satisfactory progress

has been made, the Area Joint Apprenticeship Committee shall be guided by the work experience and related instruction records and reports.

The progressive wage schedule shall be an increasing percentage of the journey worker wage rate as established in the applicable collective bargaining agreement. The percentages that will be applied to the applicable journey worker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

XII. CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12)

Explanation: This section provides for the program sponsor to recognize the previous Trade related experience, education, training and skills that applicants may possess, and to grant such applicants credit toward completion of the apprenticeship program.

The program sponsor needs to establish a time frame and procedure for accepting and evaluating previous experience, education training and skills. The procedure should provide for the assessment of skill and competence as demonstrated during the probationary period and further provide that any credit awarded will be against the various work processes in the Trade Schedule outline. The amount of credit should be determined for each work process in which the apprentice has demonstrated skill and be based on the approximate number of training hours designated for those work processes.

The granting of advanced standing must be uniformly applied to all apprentices. Those granted advanced standing must be paid the wage rate for the period to which the credit advances them.

As with all provisions in apprenticeship programs, the Area Joint Apprenticeship Committee must insure that credit for previous experience is fairly and equitably applied to all apprentices.

Language: The Area Joint Apprenticeship Committee may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that of which would be received under these Standards of Apprenticeship.

Upon induction into the program, apprentice applicants seeking credit for previous experience gained outside the supervision of the AJAC will be required to furnish the AJAC with a self-assessment of their Boilermaker related skills, using the Work Process Schedule of the AJAC Standards as found in Appendix A as a guide. The apprentice applicant must compile a portfolio of knowledge, skills, and past work experience that will demonstrate competency. The portfolio shall contain a work process schedule signed by a company representative with a reference letter on company letterhead included. If apprentice applicants have worked for Boilermaker contractors and have had contributions paid into the Boilermakers National Pension Fund, a pension hours report must be furnished to the AJAC and received **directly** from the Boilermakers National Pension Fund.

Apprentice applicants seeking credit for a degree awarded by an accredited college or trade school will be required to furnish the AJAC with an **official** transcript reflecting type of degree awarded.

Apprentice applicants seeking credit for demonstrated competency acquired during their term of apprenticeship shall comply with the requirements stated in the Apprentice Rules and Regulations.

An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues.

The granting of advanced standing will be uniformly applied to all apprentices and the AJAC must ensure that credit for previous experience is fairly and equitably applied to all apprentices. In no event shall any combination of on-the-job hours and credit granted for previous experience reduce the required minimum of five hundred seventy-six (576) hours of related study necessary for completion of the program.

XIII. WORK EXPERIENCE - Title 29 CFR 29.5(b)(3)

Explanation: The Area Joint Apprenticeship Committee is required to include in its Standards of Apprenticeship a detailed outline of the on-the-job training each apprentice will receive, with the approximate number of hours of training for each process in the outline. The work process needs not be taught in the sequence outlined, but should be given in the approximate portions specified, consistent with the work available at any given time.

Each apprentice's training and progress must be tracked against the process identified in the Trade Schedule. Apprentices should be rotated as appropriate to ensure well-rounded highly skilled journey workers at the end of the apprenticeship term. The Area joint committee must identify what methodology will be used to track progression of on-the-job training.

Language: During the apprenticeship the apprentice shall receive such OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journey worker. The OJL shall be under the direction and guidance of qualified journey workers. The Work Processes for the Boilermaker are covered in the attached Work Process Schedule and Related Instruction Outline(s) (Appendix A).

XIV. RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

Explanation: The purpose of related instruction is to teach apprentices applied academics in subject areas that are not adequately or effectively taught on the job but that are critical to job performance. This section outlines (usually by reference to an Appendix) the subject matter that will be covered in the related instruction portion of the program, and the method by which it will be provided. Such instruction may be given in a classroom, correspondence, or other form of self-study approved by the Registration Agency. The Federal minimum recommended is 144 hours of related technical instruction each year.

Each apprentice's attendance and progress in related instruction must be tracked and appropriate records maintained. The Area Joint Apprenticeship Committee must identify what methodology will be used to track progression in the related instruction.

To the extent possible, related instruction should be closely correlated with the practical experience and training received on-the-job.

Language: During each segment of training each apprentice is required to complete classes in subjects related to the job as outlined in Appendix A. The term of apprenticeship will include a minimum of 144 hours of related instruction for the Boilermaker for each year of the apprenticeship. Apprentices agree to take such courses as the AJAC deems advisable. Related instruction shall be structured to teach apprentices applied academics in subject areas that are not adequately or effectively taught on the job, but that are critical to job performance.

Where it is found impractical to establish related instruction classes, the Area Joint Apprenticeship Committee shall require the apprentices to attend the Boilermakers Area Training Center for instruction in the theoretical and technical subjects related to the Boilermaker trade.

Hours spent in related instruction and classroom after regular working hours shall not be considered hours worked. Apprentices shall not be allowed to work overtime when such work will interfere with their attendance at related instruction classes and/or related studies. Apprentices **will not** be paid for hours spent attending related instruction classes.

If the apprentice fails to fulfill his/her obligations regarding the classroom instruction without due cause, the Area Joint Apprenticeship Committee shall take appropriate disciplinary action.

To the extent possible, related instruction shall be closely correlated with the practical experience and training received on the job.

The AJAC shall monitor and document the apprentice's progress in related instruction classes.

The AJAC will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. If applicable, when possible, the AJAC may require the instructors to attend the Boilermakers National Apprenticeship Program's Train the Trainer course located at an approved location.

XV. SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)

Explanation: This section outlines the Area Joint Apprenticeship Committee's assurances that apprentices will be instructed both on-the-job and in related technical instruction in safe and healthful work practices, and will receive training in facilities and work sites that are in compliance with applicable Federal standards or State standards found to be at least as effective as Federal standards.

Language: All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

XVI. SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

Explanation: This section outlines how the Area Joint Apprenticeship Committee will ensure that on-the-job, apprentices will be under the supervision of a competent and qualified journey worker during the entire term of apprenticeship.

Language: The employer shall be responsible for the training of the apprentice on-the-job. The supervisor of the apprentice(s) designated by the employer shall, with the advice and assistance of the AJAC, be responsible for the apprentice's work assignments' ensuring the apprentice is working under the supervision of a skilled journey worker, evaluation of work performance, and completion and submittal of progress reports to the AJAC.

No apprentice will be allowed to work without direct journey-worker supervision.

XVII. RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Explanation: This section outlines how the Area Joint Apprenticeship Committee will periodically review and evaluate apprentices, particularly prior to wage progressions. Evidence that progress is occurring and that advancement to the next wage progression has been earned will be provided through the record of the apprentice's progress on the job and in related instruction.

If progress is not satisfactory the Area Joint Apprenticeship Committee has the right to withhold an apprentice's wage advancement, suspend or revoke the Apprenticeship Agreement, or take such other action it deems necessary after the apprentice has been given ample opportunity for corrective action.

A record keeping system must be established and maintained by the Area Joint Apprenticeship Committee for such purposes.

Language: Each Apprentice shall be responsible for maintaining a record of his/her work experience/training on-the-job and in related technical instruction and for having this record verified by his/her supervisor every month. This record will be included in each apprentice's record file maintained by the Area Coordinator on behalf of the AJAC.

Before each period of advancement, or at any other time when conditions warrant, the Area Joint Apprenticeship Committee shall evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the Area Joint Apprenticeship Committee may determine whether the apprentice will continue in the same wage classification, or to require the apprentice repeat a process or series of processes before advancing to the next wage classification. In such cases, the AJAC will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a journey worker, the Area Joint Apprenticeship Committee will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement. Written records of progress evaluations and corrective and final actions shall be maintained by the Area Joint Apprenticeship Committee. The Registration Agency will be notified of all cancellations.

XVIII. MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23) and 30.12(d)

Explanation: This section outlines the record keeping and record retention requirements of the Area Joint Apprenticeship Committee. Federal minimum requirements must be met regardless of whether the program is registered by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency. The Federal minimum requires that records be maintained for five years from the date of last action and records be made available upon request to the registration Agency. A State Apprenticeship Agency may have more stringent requirements that would also have to be met in the Standards of Apprenticeship.

Languages: The Area Joint Apprenticeship Committee shall maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rates of pay, and other forms of compensation, hours of work and training evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made

available upon request to the Apprenticeship & Training Program, Workforce Services Division, Montana Department of Labor & Industry and the Office of Apprenticeship, U.S. Department of Labor & Industry.

XIX. CERTIFICATE OF COMPLETION – Title 29 CFR 29.5(b)(15)

Explanation: The purpose of this section is to recognize the accomplishments of the apprentice for successful completion of the registered program and to provide for a Certificate of Completion. The Registration Agency will require documentation of the apprentice’s successful completion of both OJL and related instruction.

Language: Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the Area Joint Apprenticeship Committee shall so certify in writing to the Registration Agency and request that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s). Such requests shall be accompanied by the appropriate documentation for both the OJL and the related instruction as may be required by the Registration Agency.

XX. NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.3(d) and (e) and 29.5(b)(19)

Explanation: This section outlines the responsibility of the Area Joint Apprenticeship Committee to keep the Registration Agency informed of all actions affecting the status of the apprentice, including registrations, completions, cancellations, suspensions, extensions, or reinstatements.

Language: The AJAC shall notify the Registration Agency within forty-five (45) days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations and terminations of Apprenticeship Agreements and causes.

XXI. CANCELLATION AND DEREGISTRATION – Title 29 CFR 29.5(b)(18) and 29.8(a)(2)

Explanation: This section outlines the Area Joint Apprenticeship Committee’s intent to register the Standards of Apprenticeship and its commitment to notify the Registration Agency of any intent to cancel the Standards. It also outlines the Registration agency’s right to deregister the program for cause after due process.

If a program is canceled, the Area Joint Apprenticeship Committee, within 15 days of the date of cancellation, must notify all apprentices of such cancellation and the effective date; that such cancellation automatically deprives the apprentice of his/her individual registration; and that the deregistration of the program removes that apprentice from coverage for Federal Purposes which require the Secretary of Labor’s approval of an apprenticeship program.

Language: These Apprenticeship Standards will, upon adoption by the AJAC, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The AJAC reserves the right to discontinue at any time the apprenticeship program set forth herein. The Registration Agency shall be notified promptly of any decision to cancel the program.

Deregistration of these Standards of Apprenticeship may be initiated by the Registration Agency for failure of the AJAC to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency’s regulations and procedures.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the Area Joint Apprenticeship Committee will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR Part 29.8.

XXII. AMENDMENTS OR MODIFICATIONS – Title 29 CFR 29.5(b)(18)

Explanation: The Area Joint Apprenticeship Committee should continually monitor its apprenticeship program for quality, efficiency, compliance with the Standards of Apprenticeship, and the program's effectiveness in meeting industry needs. When such review warrants revision of the Standards of Apprenticeship, any resulting modification or amendments must be submitted to the Registration Agency for approval.

This section outlines the program Area Joint Committee's intent to notify the Registration Agency of any modification or amendments to the Standards and their responsibilities when the apprenticeships Agreements are altered as a result of the modification and/or amendment.

All modifications/amendments must be approved by the Registration Agency prior to implementation.

Languages: These Standards of Apprenticeship may be amended at any time by the AJAC, after review and approval of the Boilermakers National Joint Apprenticeship Board, provided that no amendment or modification adopted shall alter any Apprenticeship Agreement in force at the time without the consent of all parties to the agreement. Such amendment or modification shall be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

XXIII. ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(22), 29.7(k) and 30.14

Explanation: The Area Joint Apprenticeship Committee must establish a procedure for addressing complaints concerning operation and administration of the apprenticeship program. The Procedure notifies apprentices and applicants of their rights to pursue closure of an issue through the appropriate party.

This section is intended to identify the appropriate parties to receive and process complaints from apprentices or applicants. The Area Joint Apprenticeship Committee must provide each applicant and apprentice with this complaint procedure and the names and addresses of the local, state, and Federal contacts for receiving complaints.

A program registered with a State Registration Agency may be required to follow a different State mandated complaint procedure.

Language: If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions or the Apprenticeship Agreement or Standards, relief may be sought through one or more following avenues, based on the nature of the issue:

Title 29 CFR 29.7(k)

- A. For issues regarding wages, hours, working conditions, and other issues covered by the collective bargaining agreement, apprentices may seek resolution through applicable Grievance and Arbitration Articles of the CBA.

- B. In cases of dissatisfaction between the employer and the apprentice, either has the right of appealing to the Local Committee for such action and adjustment of such matters (not related to EEO) as comes within this Program. If either party feels an adverse decision has been rendered in his/her case by the Local Committee, it shall be the duty of the aggrieved party involved to appeal the matter to the Area joint Apprenticeship Committee.
- C. The AJAC will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards, for which written notification sent by registered or certified mail is received within thirty (30) days of violations. The AJAC will make such rulings as it deems necessary in each individual case and within fifteen (15) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: Boilermakers Western States JAC located at 819 N. Navajo Units 6&7 (PO Box 1386) Page, AZ 86040.

Title 29 CFR 30.14

It is against the law for a sponsor of an apprenticeship program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If you think that you have been subjected to discrimination, you may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the U.S. Department of Labor, Office of Apprenticeship or State Apprenticeship Agency: **Alaska:** 605 W. 4th Avenue, Room G-30, Anchorage, AK 99501, Tel: (907) 271-5035, E-Mail: Hakala.John@dol.gov, Attn: John Hakala; **Arizona:** 1789 West Jefferson Street, P.O. Box 6123, Phoenix, AZ 85007, Tel: (602) 542-5641, E-Mail: WHiggins@AZDES.Gov, Attn: William (Willie) Higgins; **California:** 801 I Street, Room 202, Sacramento, CA 95814, Tel: (916) 414-2389 E-Mail: Davis.Richard@dol.gov, Attn: Richard Davis; **Colorado:** 721 19th Street, Room 465, Denver, CO 80202-2517, Tel: (303) 844-6362, E-Mail: Mclain.Cynthia@dol.gov, Attn: Cynthia Mclain; **Hawaii:** 830 Punchbowl Street - Room 329, Honolulu, HI 96813, Tel: (808) 586-8877, E-Mail: EYoung@dliir.state.hi.us, Attn: Elaine Young; **Idaho:** 1387 S. Vinnell Way #110, Boise, ID 83706, Tel: (208) 321-2972, E-Mail: Kober.William@dol.gov, Attn: William Kober; **Montana:** P.O. Box 1728, Helena, MT 59624-1728, Tel: (406) 444-3556, E-Mail: DHolzer@mt.gov, Attn: Darrell Holzer; **Nevada:** 675 Fairview Drive, Suite 226, Carson City, NV 89701, Tel: (775) 687-4850, E-Mail: schambers@laborcommissioner.com, Attn: Shannon Chambers; **New Mexico:** 401 Broadway NE, Albuquerque, NM 87102, Tel: (505) 841-8077, E-Mail: Katrina.Vigil@state.nm.us, Attn: Katrina Vigil; **Oregon:** 800 N.E. Oregon Street, Suite 1045, Portland, OR 97232, Tel: (971) 673-0760, E-Mail: Steve.Simms@state.or.us, Attn: Stephen Simms; **Utah:** 125 State Street, Room 2412, Salt Lake City, UT 84138, Tel: (801) 524-5451, E-Mail: Couse.Robert@dol.gov, Attn: Robert "Bob" Couse; **Washington:** P.O. Box 44530, Olympia, WA 98504-4530, Tel: (360) 902-5320, E-Mail: rojo235@lni.wa.gov, Attn: Jody Robbins; **Wyoming:** 308 West 21st Street, Room 205, Cheyenne, WY 82001-3637, Tel: (307) 772-2448, E-Mail: Broad.Michael@dol.gov, Attn: Michael Ann Broad. You may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov. **Alaska:** Alaska State Commission for Human Rights, 800 "A" Street, Suite 204, Anchorage, Ak 99501, Toll-Free Complaint Hot Line (in-state only): (800) 478-4692, TTY/TDD (Anchorage Area): (907) 276-3177, Phone (Anchorage Area): (907) 274-4692, TTY/TDD Toll-Free Complaint Hot Line (in-state only): (800) 478-3177, Website: <https://humanrights.alaska.gov>; **Arizona:** Arizona State Attorney General, Civil Rights

Division, 1275 West Washington Street, Phoenix, AZ 85007-2926, Tel: (602) 542-5263 - TDD (602) 542-5002 or (877) 491-574 - TDD (877) 624-8090, Fax: (602) 542-8885, Website: www.attorney-general.state.az.us/civil_rights; **California:** California Department of Fair Employment and Housing - Elk Grove, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758, (800) 884-1684, Videophone (916) 226-5285, TDD (800) 700-2320, Website: <http://dfeh.ca.gov/Offices.htm>; **Colorado:** Colorado Civil Rights Division, 1560 Broadway Suite 1050, Denver, CO 80202, Tel: (303) 894-2997 or 800-262-4845, Hotline Español: 720-432-4294, Email: CCRD@dora.state.co.us, Website: www.dora.state.co.us/civil-rights; **Hawaii:** Hawaii Civil Rights Commission, 830 Punchbowl St. Room 411, Honolulu, HI 96813, Tel: (808) 586-8636, TDD/TTY: (908) 586-8692, Neighbor Islands, call toll free: Kaua'i: 274-3141, Ext. 6-8636#, Maui: 984-2400, Ext 6-8636#, Hawai'i: 974-4000, Ext. 6-8636#, Lana'I & Moloka'i: 1-800-468-4644, Ext. 6-8636#, Email: DLIR.HCRC.INFOR@hawaii.gov, Website: <http://labor.hawaii.gov/hcrc>; **Idaho:** Idaho Human Rights Commission, 317 West Main Street, 2nd Floor, Boise, ID 83735-0660, (208) 334-2873, (208) 334-2664 (Fax), (888) 249-7025 (Toll Free), Dial 711 for Idaho Relay Services, Email: Inquiry@ihrc.idaho.gov, Website: humanrights.idaho.gov; **Montana:** Montana Human Rights Bureau, P.O. Box 1728, Helena, MT 59624, (406) 444-4356 or 1-800-542-0807, Fax: (406) 444-4140, Telephone Relay Service: 711, Website: <http://erd.dli.mt.gov/human-rights>; **Nevada:** Nevada Equal Rights Commission, Equal Rights Commission Las Vegas, 1820 East Sahara Avenue, Suite 314, Las Vegas, NV 89104 Tel: (702) 486-7161, Fax: (702) 486-7054; Equal Rights Commission Northern Nevada, 1325 Corporate Blvd., Room 115, Reno, NV 89502, Tel: (775) 823-6690, Fax: (775) 688-1292, Website: <http://detr.state.nv.us/nerc.htm>; **New Mexico:** Human Rights Bureau, 1596 Pacheco Street, Santa Fe, NM 87505, Office: (505)827-6838, Toll-free: (800)566-9471, Fax: (505) 827-6878, Website: www.dws.state.nm.us; **Oregon:** Oregon Bureau of Labor and Industries, Civil Rights Division, 800 NE Oregon Street, Suite 1045, Portland, Oregon 97232, English: (971) 673-0764, Español: (971) 673-2818, Fax: (971) 673-0765, Email: [Correo Electrónico - cr@email@boli.state.or.us](mailto:CorreoElectronico-cr@email.boli.state.or.us), Website: <http://www.oregon.gov/BOLI/pages/index.aspx>; **Utah:** Utah Antidiscrimination & Labor Division, 160 East 300 South, 3rd Floor, P.O. Box 146640, Salt Lake City, UT 84114-6640, Phone: 801-530-6801 or 1-800-222-1238, TDD 801-530-7685, Email: discrimination@utah.gov, Website: <https://laborcommission.utah.gov/divisions/AntidiscriminationAndLabor>; **Washington:** Washington State Human Rights Commission, 711 South Capitol Way, Suite 402, P.O. Box 42490 Olympia, WA 98504-2490, Tel:(360) 753-6770, Statewide Toll Free: (800) 233-3247, Statewide TTY Toll Free: (800) 300-7525, Fax: (360) 586-2282, Website: <http://www.hum.wa.gov>; **Wyoming:** Wyoming Department of Employment Labor Standards, Fair Employment Program, 1510 E. Pershing, West Wing, Suite 2015, Cheyenne, WY 82002, (307) 777-7261, Fax: (307) 777-5633, Website: <http://www.wyomingworkforce.org/businesses/labor>.

Each complaint filed must be made in writing and include the following information: (1) Complainant's name, address and telephone number, or other means for contacting the complainant; (2) The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination); (3) A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/ her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability); (4) The complainant's signature or the signature of the complainant's authorized representative.

In addition to filing a complaint with the EEOC or Registration Agency, you may file complaints of discrimination and/or harassment with the Boilermakers National Joint Apprenticeship Program and/or the Western States Joint Apprenticeship Program using the complaint procedures set forth in the Western States Joint Apprenticeship Program's Discrimination & Harassment Policy.

XXIV. COLLECTIVE BARGAINING AGREEMENTS – Title 29 CFR 29.11

Explanation: This section outlines that nothing in the Apprenticeship Standards or in any Apprenticeship Agreement shall operate to invalidate any apprenticeship provision in a collective bargaining agreement between employers and employees.

Required Language: No provisions in these Standards of Apprenticeship shall be construed as permitting violation of any applicable local, State, or Federal laws or regulations.

Nothing in this part or in any apprenticeship agreement will operate to invalidate:

- (a) Any apprenticeship provision in any collective bargaining agreement between employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive Order, or authorized regulation.

XXV. TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 29 CFR 29.5(b)(13)

Explanation: This section outlines the Area Joint Apprenticeship Committee's commitment to provide apprentices with reasonably continuous employment throughout their apprenticeship. While no AJAC can guarantee an apprentice full employment during the term of apprenticeship, an AJAC should have reasonable expectations of continuous employment at the time of selection and indenture.

Required Language: The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committee or program sponsors, and must comply with the following requirements:

- i. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

If the apprentice is unable to fulfill his/her training obligation due to lack of work or failure to conform to these Standards the Sponsor will make every effort to refer the apprentice with his/her consent to another employer, Registration Agency or One Stop for placement into another registered apprenticeship program. From time to time, where necessary to adequately man a work assignment in a particular location, it may be required to bring in apprentices from other Local Unions within an apprenticeship program and/or from other area programs. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program, which may not be attainable by binding an apprentice to the exclusive jurisdiction of one Local Union at all times. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

XXVI. RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the AJAC and signed an Apprenticeship Agreement with the AJAC agree to all the terms and conditions contained therein and agree to abide by the AJAC's

rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the AJAC may deem necessary to become a skilled Boilermaker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the AJAC and the employer in accordance with the provisions of these Standards.
- B. Respect the property of the employer and abide by the working rules and regulations of the employer, union and the AJAC.
- C. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these Standards.
- D. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the AJAC.
- E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the Apprenticeship Agreement is terminated by the AJAC.

Continually maintain a professional attitude and conduct themselves accordingly as a representative of the International Brotherhood of Boilermakers.

XXVII. TECHNICAL ASSISTANCE

Technical Assistance such as that from the Apprenticeship & Training Program, Workforce Services Division, Montana Department of Labor & Industry or the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools – may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

XXVIII. APPROVAL OF LOCAL STANDARDS

Explanation: This section stipulates the requirement for seeking approval of Area Apprenticeship Standards.

Required Language: The Western States Area Joint Apprenticeship Committee Apprenticeship Standards shall be subject to approval by the Boilermakers National Joint Apprenticeship Board.

XXIX. OUT OF STATE RECIPROCAL APPROVAL

Apprenticeship Programs and standards of employers; employers and unions which jointly form a sponsoring entity on a multi-state basis and are registered pursuant to all requirements of Title 29 CFR Part 29 by any registration agency shall be accorded approval reciprocity for federal purposes by the State Apprenticeship and Training Program, if such reciprocity is requested by the sponsoring entity. An apprenticeship program

must comply with Montana’s Statutes and administrative rules, including but not limited to: a) the applicable ratio requirements and b) the apprenticeship wage rates established pursuant to 39-6-108, MCA (24.21.401-3 ARM).

Registered Montana Sponsor-employers of apprenticeship working on projects outside of Montana may be granted reciprocal approval for Federal Davis-Bacon or State Prevailing Wage purposes but only for apprentices and apprenticeship programs approved and recognized by state or federal registration agencies. Reciprocal state or federal registration agencies may require compliance to: area wage provisions, area ratio standards applicable licensing requirements and other provisions required by the reciprocal state.

Prior to placing apprentices on a project in another state, the program Sponsor is encouraged to contact the Montana Apprenticeship and Training Program for the appropriate state or federal registration agency contact information. Regional states with approved state registration agencies include California, Nevada, Oregon and Washington. Regional states with approved federal registration agencies include North and South Dakota, Utah, Idaho, Colorado and Wyoming.

XXX. REINSPECTIONS, PROVISIONAL REGISTRATION & EVALUATIONS

- A. Continued recognition of this apprenticeship program by the Registration Agency is subject to periodic evaluation by a representative of the Montana Apprenticeship and Training Program, Montana Department of Labor and Industry or a representative of the Office of Apprenticeship, U.S. Department of Labor. These evaluations allow the Program to determine the progress of the Apprentice in related instruction, work performance and to ensure there is on-going maintenance of the appropriate progress records. The evaluations will further ensure that the registered Sponsor is administering the apprenticeship program in compliance with these Standards. All parties signatory to the Apprenticeship Agreement and these Standards will be reasonably responsible in cooperating with the Registration Agency for scheduling necessary periodic program evaluations.
- B. Applications for new programs that the Registration Agency determines meet the required standards for program registration must be given provisional approval for a period of one (1) year. The registration agency must review all new programs for quality and conformity with the requirements of this part at the end of the first year after registration. At that time: 1) A program that conforms with the requirements of this part may be made permanent or may continue to be provisionally approved through the first full training cycle. 2) A program not in operation or not conforming to the regulations during the provisional approval period must be recommended for cancellation or deregistration procedures.
- C. Performance Evaluations – 1) The State Apprenticeship and Training Program shall conduct periodic performance evaluations, as provided for by 29 CFR section 29.6 as adopted by the department in 24.21.302 ARM for each apprenticeship program operating in Montana. 2) The State Apprenticeship and Training Program may withdraw the registration of an apprenticeship program (“deregister the apprenticeship program”) if the apprenticeship program does not comply with the requirements of the applicable statutes or administrative rules. Registration may not be withdrawn before the program sponsor is afforded notice and an opportunity to be heard. 3) Notice and an opportunity to be heard will be afforded pursuant to the provisions of the Montana Administrative Procedure Act, Title 2, Chapter 4, Part 6, MCA, and in accordance with the hearings provisions of (24.21.416.4 ARM) For good cause shown, a person directly affected by a proposed withdrawal of registration of an apprenticeship program may intervene in a proceeding provided for by (3). (24.21.405 ARM)

XXXI. STATE APPRENTICESHIP ADVISORY COUNCIL

The department shall establish on a continuing basis a state apprenticeship advisory council pursuant to the Provisions of 29 CFR 29 and in accordance with 2-15-122, MCA. The State Apprenticeship and Training Program will use the State Apprenticeship Advisory council in a consultative role regarding matters of interest to the program and the apprenticeship community. The Apprenticeship and Training Program will utilize the State Apprenticeship Advisory Council as an additional means of fostering dialogue and communication between the program and sponsors, apprentices, industry and educators. (24.21.205 ARM)

XXXII. OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The Boilermakers Western States JATC hereby adopts these Standards of Apprenticeship on this 17th day of March, (2020).

Signature of Chairman

Larry Jansen

Printed Name

Signature of Secretary

J. Tom Baca

Printed Name