ATTACHMENT NO. 1

(SAMPLE)

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

(PUT NAME OF COMMITTEE HERE)
AREA JOINT APPRENTICESHIP COMMITTEE

for the occupation of

BOILERMAKER

O*NET-SOC CODE: 47-2011.00

RAPIDS CODE: 0040

APPROVED BY

(NAME OF REGISTRATION AGENCY)

These "model" National Guidelines for Apprenticeship Standards are an example of how to develop apprenticeship standards that will comply with 29 CFR parts 29 and 30 when tailored to a sponsor's apprenticeship program. These model Standards do not create new legal requirements or change current legal requirements. The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and 29 CFR parts 29 and 30. Every effort has been made to ensure that the information in the model Apprenticeship Standards is accurate and up-to-date.

TABLE OF CONTENTS

		Page
Foreword		ii
Definitions		iii
SECTION I	Program Administration	1
SECTION II	Equal Opportunity Pledge	3
SECTION III	Affirmative Action Plan	3
SECTION IV	Qualifications for Apprenticeship	4
SECTION V	Selection of Apprentices	5
SECTION VI	Apprenticeship Agreement	5
SECTION VII	Ratio of Apprentices to Journeyworkers	6
SECTION VIII	Term of Apprenticeship	6
SECTION IX	Probationary Period	6
SECTION X	Hours of Work	7
SECTION XI	Apprentice Wage Progression	7
SECTION XII	Credit for Previous Experience	8
SECTION XIII	Work Experience	8
SECTION XIV	Related Instruction	9
SECTION XV	Safety and Health Training	9
SECTION XVI	Supervision of Apprentices	10
SECTION XVII	Records and Examinations	10
SECTION XVIII	Maintenance of Records	10
SECTION XIX	Certificate of Completion of Apprenticeship	11
SECTION XX	Notice to Registration Agency	11
SECTION XXI	Cancellation and Deregistration	11
SECTION XXII	Amendments and Modifications	12
SECTION XXIII	Adjusting Differences/Complaint Procedure	12
SECTION XXIV	Collective Bargaining Agreement	13
SECTION XXV	Transfer of an Apprentice and Training Obligation	14
SECTION XXVI	Responsibilities of the Apprentice	14
SECTION XXVII	Technical Assistance	15
SECTION XXVIII	Approval of Local Standards	16
SECTION XXIX	Official Adoption of Apprenticeship Standards	16

APPENDIX A - Sample Work Process Schedule and Related Instruction Outline
APPENDIX B - Sample Apprenticeship Agreement
APPENDIX C - Template Affirmative Action Plan
APPENDIX D - Qualifications and Selection Procedures
EXHIBIT D1 - Welding Qualifications

FOREWORD

These ***(Name of Area Joint Apprenticeship Committee (AJAC))*** 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 program.

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 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 **(Insert Name of 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 ***(Name of AJAC)***, 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 journeyworkers.

DEFINITIONS

APPRENTICE: An individual meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Area Joint Apprenticeship Committees 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 AJAC, 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 AJAC.

AREA JOINT APPRENTICESHIP COMMITTEE: 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 of Apprenticeship 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 these Standards, the masculine noun and pronoun shall be understood to include masculine and feminine gender.

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.

JOURNEYWORKER: 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 AJAC during the interim period between regular meetings of the AJAC to assure the effectiveness and success of the apprenticeship program.

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 AJACs. 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: Tasks learned on-the-job 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: Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

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 the apprentice's 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 AJAC 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 APPRENTICES: An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

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

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.

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.

SECTION I - PROGRAM ADMINISTRATION

AREA JOINT APPRENTICESHIP TRAINING COMMITTEE

The **(Insert Name of the AJAC)** 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 determined by the Area Committee. 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 Area Administrative Committee with the full Area Committee meeting annually, and special meetings may be called by the Chairperson, with 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. Carry out the Apprenticeship Program within its area in accordance with the Apprenticeship Standards and any variances approved by the Board and registered by the Registration Agency prior to being put into effect.

B. Determine the need for new apprentices, including when apprenticeship openings will be available and select apprentices in accordance with the Selection Procedures attached hereto and made a part of the Apprenticeship Standards.

C. Initiate and sign all Apprenticeship Agreements for apprentices and forward them to the Registration Agency for approval and registration. In addition, notify the Registration Agency and other appropriate parties of the cancellation, suspension, extension, reinstatement, or completion of apprentices.

D. Arrange required on-the-job learning (OJL) and related 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. Monitor and evaluate apprentices' progress, including the review of apprentices' records to ensure apprentices are fulfilling their responsibilities under the program. The AJAC 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 Ship Builders, Blacksmiths, Forgers and Helpers and any participating employer organization.

G. Hear and resolve all complaints regarding Apprenticeship Agreement violations.

H. Certify the apprentice has completed both the required OJL and related instruction, and submit such certification to the Registration Agency with request for issuance of the Certificate of Completion of Apprenticeship.

I. Annually review 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 AJAC'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.

J. Maintain all records relating to the recruitment, selection, employment and training of apprentices for a minimum of five (5) years from the last date of action.

K. 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 AJAC. The following outlines some of the responsibilities of the Area Coordinator:

- Notify the AJAC when the apprentice roster approaches depletion.
- Disseminate apprenticeship opening announcements semi-annually.
- Work with the Local Committees to establish dates and times when applications will be accepted by the Local Committees.
- Send notices to the Registration Agency, and appropriate local, county, State, minority and women's group organizations informing them of the application opening announcement. Also send notices to area employers to be posted at the job site(s).
- Provide sufficient application forms to the Local Committees.
- Supervise Local Committees in the screening and selection procedures.
- Complete the Applicant Roster showing the final disposition of all applicants.
- Accept and respond to inquiries from prospective applicants.
- Coordinate "good faith efforts" outlined in the Affirmative Action Plan with the AJAC and local Committee Representative and insures all participation is documented.

SECTION II - EQUAL OPPORTUNITY PLEDGE
Title 29 CFR 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of apprentices shall be without discrimination because of race, color, religion, national origin, or sex. The AJAC will take affirmative action to provide equal opportunity in apprenticeship and will operate this apprenticeship program as required under title 29, Code of Federal Regulations, part 30, as amended (insert applicable state regulations here, if applicable).

SECTION III - AFFIRMATIVE ACTION PLAN
Title 20 CFR 29.5(b)(21) and 30.4

The AJAC will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR part 30. It will be attached as Appendix C & D.

SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP
Title CFR 29.5(b)(10)

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. Aptitude Testing

Effective January 1, 2014, all applicants will be tested for aptitude and competency in skills areas which have been validated as necessary for successful completion of the apprenticeship program. Necessary skills areas have been determined by subject matter experts from the apprenticeship program in conjunction with workforce assessment provider ACT, Inc. The apprenticeship program has determined that aptitude testing is representative of the important aspects of performance in the industry.

Applicants are expected to attain a minimum passing score of at least 4 (out of a possible range of 3 – 7) on each of three job-related skills assessment areas in order to obtain a Career Readiness Certificate:

Reading for Information: A measurement of skills people use when they read and use written text in order to do a job;

Applied Mathematics: A measurement of skills people use when they apply mathematical reasoning, critical thinking, and problem-solving techniques to work-related problems;

Locating Information: A measurement of the skills utilized when working with workplace graphics such as charts, graphs, tables, forms, flowcharts, diagrams, floor plans, maps, and instrument gauges.

E. 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.

SECTION V - SELECTION OF APPRENTICES
Title 29 CFR 30.5

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

SECTION VI - APPRENTICESHIP AGREEMENT
Title 29 CFR 29.3(d) and (e) and 29.5(b)(11)

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 shall 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.

SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS
Title 29 CFR 29.5(b)(7)

To ensure that adequate journeyworkers 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 numeric ratio of apprentices to journeyworkers 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 journeyworkers will be one (1) apprentice to every five (5) journeyworkers.

SECTION VIII - TERM OF APPRENTICESHIP
Title 29 CFR 29.5(b)(2)

The term of the apprenticeship shall generally be four 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.

SECTION IX - PROBATIONARY PERIOD
Title 29 CFR 29.5(b)(8), (b)(20)

Each applicant selected for apprenticeship shall serve a probationary period of 1,500 hours of OJL, or one year, whichever is shorter. 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 AJAC may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing.

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 a 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 AJAC for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the AJAC will provide written notice to the apprentice and to the Registration Agency of the final action taken.

SECTION X - HOURS OF WORK

Apprentices shall generally work the same hours as journeyworkers, 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 skills.

SECTION XI - APPRENTICE WAGE PROGRESSION
Title 29 CFR 29.5(b)(5)

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 journeyworker status, the AJAC shall evaluate all progress to determine whether advancement has been earned by satisfactory on-the-job learning and in related instruction classes. In determining whether satisfactory progress has been made, the AJAC shall be guided by the work experience and related instruction records and reports.

The progressive wage schedule shall be an increasing percentage of the journeyworker wage rate as established in the applicable CBA. The percentages that will be applied to the applicable journeyworker rate are shown on the attached Sample 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 applicable minimum wage law.

SECTION XII - CREDIT FOR PREVIOUS EXPERIENCE
Title 29 CFR 29.5(b)(12)

Should it be determined that there exists a shortage of qualified welders in the occupation and/or a low number of applicants applying for the program, the AJAC shall have discretion to provide Credit for Previous Experience and advanced standing to applicants with welding qualifications, subject to the grant of a variance by the Boilermakers National Joint Apprenticeship Board. Applicants that have welding experience or training will have priority selection over those with no welding qualification or training.

Upon application to the program, the applicant will be required to furnish the AJAC with a self-assessment of their Boilermaker related skills, using the Work Process Schedule of the National Standards as found in Appendix A as a guide. The applicant must compile a portfolio of knowledge, skills, and past work experience that will demonstrate competency. The portfolio shall contain references from past employers, welding certificates and qualifications, and past training such as vocational and/or technical schools. If apprentices have worked for Boilermaker contractors and have had contributions paid into the Boilermakers National Pension Fund, a copy of the reported pension hours must be included in the applicant's portfolio. Duplicate copies of the original documents must be submitted as they will be retained by the AJAC.

If the AJAC finds, upon examining the records of applicants, that they have had previous practical or theoretical experience in the occupation, it shall grant them advanced standing on the term of apprenticeship, subject to review before the end of the probationary period and subject to the approval of the Boilermakers National Joint Apprenticeship Board. The amount of credit shall 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 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.

SECTION XIII - WORK EXPERIENCE
Title 29 CFR 29.5(b)(3) and 30.8

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 journeyworker. The OJL shall be under the direction and guidance of qualified journeyworkers. The Work Processes for the Boilermaker are covered in the attached Work Process Schedule and Related Instruction Outline(s) (Appendix A).

SECTION XIV - RELATED INSTRUCTION
Title 29 CFR 29.5(b)(4)

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 shall be a minimum of 144 hours of related instruction for each year of the apprenticeship. 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 AJAC shall require the apprentices to attend a regional or local training center for instruction in the theoretical and technical subjects related to the Boilermaker occupation.

Hours spent in related instruction and the 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.

If the apprentice fails to fulfill his/her obligations regarding the classroom instruction without due cause, the AJAC 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.

Apprentices **will not** be paid for hours spent attending related instruction classes.

SECTION XV - SAFETY AND HEALTH TRAINING
Title 29 CFR 29.5(b)(9)

All apprentices shall receive instruction in safe and healthful work practices both on-the-job and in related instruction that is in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 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.

SECTION XVI - SUPERVISION OF APPRENTICES
Title 29 CFR 29.5(b)(14)

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 assignment ensuring the apprentice is working under the supervision of a skilled journeyworker, evaluation of work performance, and completion and submittal of progress reports to the AJAC.

No apprentice will be allowed to work without journeyworker supervision.

SECTION XVII - RECORDS AND EXAMINATIONS
Title 29 CFR 29.5(b)(6)

Each apprentice shall be responsible for maintaining a record of his/her work experience/training on-the-job and in related 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 AJAC 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 AJAC may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC 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 journeyworker, the AJAC 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 AJAC. The Registration Agency will be notified of all cancellations.

SECTION XVIII - MAINTENANCE OF RECORDS
Title 29 CFR 29.5(b)(23) and 30.8(e)

The AJAC 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 shall permit identification of minority and female (minority and non-minority) participants.

The records shall be made available upon request to the Registration Agency, or the appropriate State Apprenticeship Agency.

SECTION XIX - CERTIFICATE OF COMPLETION OF APPRENTICESHIP
Title 29 CFR 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the AJAC 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.

SECTION XX - NOTICE TO REGISTRATION AGENCY
Title 29.3(d) and (e) and 29.5(b)(19)

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, and cancellations and termination of Apprenticeship Agreements and causes.

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

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 AJAC 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.

SECTION XXII - AMENDMENTS OR MODIFICATIONS
Title 29 CFR 29.5(b)(18)

These Standards of Apprenticeship may be amended or modified 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(s) 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.

SECTION XXIII - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE
Title 29 CFR 29.5(b)(22), 29.7(k) and 30.11

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the 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 CBA, apprentices may seek resolution through the 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 AJAC.

C. The JATC will make such rulings as it deems necessary in each individual case and within thirty (30) 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.

Title 29 CFR 30.11

Any apprentice or applicant for apprenticeship who believes he/she has been discriminated against on the basis of race, color, religion, national origin, or sex with regard to apprenticeship, or that the equal opportunity standards with respect to

his/her selection have not been followed in the operation of an apprenticeship program may personally, or through an authorized representative, file a complaint with the Registration Agency, or, at the apprentice's or applicant's election, with a private review body (if established by the AJAC), or they may directly contact the Federal Equal Employment Opportunity Commission (EEOC).

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and, in the case of complaints filed directly with review bodies designated by the program sponsors to review such complaints, any reference of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards.

Complaints of harassment in the apprenticeship program may be filed and processed under Title 29, CFR, part 30, and the procedures as set forth above.

The AJAC shall provide each applicant and apprentice with this complaint procedure and the names and addresses of the local, State and Federal contacts for receiving complaints.

SECTION XXIV - COLLECTIVE BARGAINING AGREEMENTS
Title 29 CFR 29.11

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.

SECTION XXV - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION
Title 29 CFR 29.5(13)

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 Sponsor 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.

SECTION XXVI - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the AJAC and signed an 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 other 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.

SECTION XXVII - TECHNICAL ASSISTANCE

Technical Assistance such as that from 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.

SECTION XXVIII - APPROVAL OF LOCAL STANDARDS

The *(Insert Name of AJAC)* Apprenticeship Standards shall be subject to approval by the Boilermakers National Joint Apprenticeship Board.

SECTION XXIX – OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The (Insert Name of Area Joint Apprenticeship Committee) hereby adopts these Apprenticeship Standards on this _____Day of (Insert Month/Year).

REPRESENTING (NAME OF AJAC):

_____	_____
Signature	**Signature**
_____	_____
Typed/Printed Name	**Typed/Printed Name**
_____	_____
Signature	**Signature**
_____	_____
Typed/Printed Name	**Typed/Printed Name**
_____	_____
Signature	**Signature**
_____	_____
Typed/Printed Name	**Typed/Printed Name**