

**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**

**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 these model Apprenticeship Standards is accurate and up-to-date.*

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## 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 Registration Agencies/Councils 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 trade will be given the opportunity to become highly skilled craft workers.

## **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.

**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 recognized level of competency as recognized within the industry. Use of the term may also refer to a mentor, technician, specialist or other skilled worker.

or

An individual who has documented sufficient skill and knowledge of a trade, craft or occupation, either through formal apprenticeship or through practical on-the-job experience, and formal training. This individual is recognized by his/her employer as being fully qualified to perform the work of the trade, craft or occupation.

**LOCAL COMMITTEE:** Assists the Area Coordinator in the supervision and administration of these Apprenticeship Standards in their Local Lodge area. The Local 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, **which replaces the DOT**, 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 INFORMATION SYSTEM (RAIS)**: The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

**REGISTRATION AGENCY**: (Insert name of Registration Agency), the U. S. Department of Labor, Office of Apprenticeship, or your State Apprenticeship Agency recognized by the Bureau.

**RELATED INSTRUCTION**: An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his/her occupation.

**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.

## **SECTION I - PROGRAM ADMINISTRATION (SAMPLE)**

**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.

### **AREA JOINT APPRENTICESHIP TRAINING COMMITTEE**

**Required Language:** The (Name of the AJAC) shall be composed of an equal number representing the Union 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 Processes Schedule and Related Instruction Outline (Appendix A).
- E. Monitor and evaluate apprentices' progress, including the review of apprentices' records to insure 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 Shipbuilders, 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.

**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.
- Responsible for completing 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)(20) 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 that all applicants and apprentices are treated fairly and equitably. This section contains the Equal Employment Opportunity pledge to

which the program sponsor agrees to conform.

**Required Language:** 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) 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 nonminority) 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 who have five (5) 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 Minimum Language:** 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.

### **SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP – Title 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.

#### **Sample 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.

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.

**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 - Sample)

**SECTION VI - APPRENTICESHIP AGREEMENT – Title 29 CFR 29.5(b)(11)**

**Explanation:** This section provides that each apprentice must sign an Apprenticeship Agreement with the AJAC. 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 Registration 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 the 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 shall contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein.

**SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS – 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 journeyworkers. The ratio language

must be specific and clear as to application in terms of job-site, workforce, or department.

The purpose of establishing a ratio is to ensure that adequate journeymen 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:** Consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journeymen is established in the applicable local, area, national or project collective bargaining agreement or as agreed to by the AJAC.

### **SECTION 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 OJL and the number of hours of related instruction per year during the term of apprenticeship. Both the OJL and related instruction should be broken out identifying the length of each period during the term of apprenticeship.

**Language:** The term of apprenticeship shall be a period of reasonably continuous employment, including the probationary period, as stated on the Work Processes Schedule (Appendix A).

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 XI - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b) (19)**

**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 AJAC 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 AJAC after due notice to the apprentice and an

opportunity for corrective action..

The probationary period is intended to provide an opportunity for the apprentice to ensure the type of work is to his/her liking, and for the AJAC to determine whether the apprentice has the aptitude for the work. It is critically important for the AJAC 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:** Each applicant selected for apprenticeship shall serve a probationary period of 2,000 hours of OJL.

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**

**Explanation:** This section outlines 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 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 trade skills.

## **SECTION 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 OJL and related 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 journeyworker status, the AJAC 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 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 collective bargaining agreement. The percentages that will be applied to the applicable journeyworker rate are shown on the attached Sample Work Processes Schedule and Related Instruction Outline (Appendix A).

## **SECTION 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 AJAC must insure that credit for previous experience is fairly and equitably applied to all apprentices.

It is the policy of the Boilermakers National Joint Apprenticeship Board that all AJACs must request, and receive approval from the Boilermakers National Joint Apprenticeship Board to include the section Credit for Previous Experience in their local area standards. Should that request be approved, the following language will be used.

**Language:** None

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

**Explanation:** The AJAC is required to include in its Standards of Apprenticeship a detailed outline of the OJL each apprentice will receive, with the approximate number of hours of training for each process in the outline. The work processes need 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 processes identified in the Sample Work Processes Schedule. Apprentices should be rotated as appropriate to ensure well-rounded highly skilled journeyworkers at the end of the apprenticeship term.

The AJAC must identify what methodology will be used to track progression of OJL.

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

### **SECTION 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 instruction each year.

Each apprentice's attendance and progress in related instruction must be tracked and appropriate records maintained. The AJAC 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 shall be a minimum of 144 hours of related instruction for each year of the apprenticeship.

Where it is found impractical to establish related instruction classes, the AJAC shall require the apprentices to attend the Boilermakers National Training Center or 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.

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)**

**Explanation:** This section outlines the AJAC's assurances that apprentices will be instructed both on-the-job and in the related 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 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) and with (insert any State or requirements).

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

**Explanation:** This section outlines how the AJAC will ensure that on-the-job apprentices will be under the supervision of a competent and qualified journeyworker 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 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)**

**Explanation:** This section outlines how the AJAC 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 AJAC 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 AJAC 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 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 the same wage classification, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification.

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)(22)**

**Explanation:** This section outlines the record keeping and record retention requirements of the AJAC. Federal minimum requirements must be met regardless of whether the program is registered by the Office of Apprenticeship or a State Apprenticeship Agency/Council. The Federal minimum requires that records be maintained for five (5) years from the date of last action and records be made available upon request to the Registration Agency. A State Apprenticeship Agency/Council may have more stringent requirements that would also have to be met in the Standards of Apprenticeship.

**Language:** 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 Registration Agency.

### **SECTION XIX - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 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 of Apprenticeship. The Registration Agency will require documentation of the apprentice's successful completion of both the OJL and the related instruction.

**Language:** 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 CFR 29.5(b)(18)**

**Explanation:** This section outlines the responsibility of the AJAC 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 Registration Agency shall be notified promptly 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)(17)**

**Explanation:** This section outlines the AJAC'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 AJAC, 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 the 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 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 29.7.

**SECTION XXII - AMENDMENTS OR MODIFICATIONS – Title 29 CFR 29.5(b)(17)**

**Explanation:** The AJAC 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, any resulting modifications or amendments must be submitted to the Registration Agency for approval.

This section outlines the program AJAC's intent to notify the Registration Agency of any modification or amendments to the Standards and their responsibilities when Apprenticeship 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.

**Language:** 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(s) shall be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment adopted will be furnished to each apprentice to whom the amendment applies.

**SECTION XXIII - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE - Title 29 CFR 29.5(b)(21)**

**Explanation:** The AJAC must establish a procedure for addressing complaints concerning the 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 AJAC 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 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 29.5(b)(21)**

- A. For issues regarding wages, hours, working conditions, and other issues covered by the collective bargaining agreement, apprentices may seek resolution through the applicable Grievance and Arbitration Articles of the collective bargaining agreement.
- 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. **(Include the name and address of appropriate authority receiving complaints. Add the requirement for 15 days for written notification to be given.)**

**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 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 29.10(a)(b)**

**Explanation:** This section outlines that nothing in the Apprenticeship Standards or in any Apprenticeship Agreement shall operate to invalidate any apprenticeship provision in any 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 these Standards shall be interpreted as being inconsistent with existing or subsequent collective bargaining agreements. In the event of a conflict, the collective bargaining agreement shall prevail if it identifies higher standards.

#### **SECTION XXV - TRANSFER OF TRAINING OBLIGATION - Title 29 CFR 29.5(13)**

**Explanation:** This section outlines the AJAC'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:** If a signatory employer is unable to fulfill its training obligations due to lack of work or failure to conform to the Standards of Apprenticeship, the AJAC has an obligation to move the affected apprentice to other signatory employers.

The AJAC may transfer an apprentice with his/hers consent from one employer to another to provide continuous employment and to assure more complete on-the-job learning experience in all aspects of the occupation.

## **SECTION XXVI - RESPONSIBILITIES OF THE APPRENTICE – (EXAMPLE)**

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

## **SECTION XXVII - TECHNICAL ASSISTANCE**

Technical Assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies/Councils, 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**

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

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

### **SECTION XXIX - SIGNATURE PAGE ADOPTING APPRENTICESHIP STANDARDS**

**Explanation:** The Apprenticeship Standards must include a signature page for the AJAC and the Registration Agency to sign.

**SECTION XXX - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:**

The **(Name of Area Joint Apprenticeship Committee)** hereby adopts these Apprenticeship Standards on this \_\_\_\_\_ day of \_\_\_\_\_, **(Insert Year)**.

**REPRESENTING (NAME OF AJAC):**

\_\_\_\_\_  
Signature

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Signature

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