STANDARDS OF APPRENTICESHIP

for the

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

developed by

WESTERN STATES
AREA JOINT APPRENTICESHIP COMMITTEE

for the occupation of

BOILERMAKER

O*NET – SOC CODE: 47-2011.00

DEVELOPED IN COOPERATION WITH THE
UNITED STATES DEPARTRMENT OF LABOR
OFFICE OF APPRENTICESHIP

APPROVED AND CERTIFIED BY THE
UNITED STATES DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP

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FOREWORD

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

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

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

It is the desire of the Union, the Employers and the Western States Joint Apprenticeship Committee to cooperate with the National Joint Apprenticeship Board and all who are interested in the training of Boilermaker apprentices. The goal is to ensure that apprentices who apply themselves to learn the 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 Western States Joint Apprenticeship Committee providing for training and related instruction under the Standards and who is registered with the Registration Agency.

Apprentice Electronic Registration: Is an electronic tool that allows for instantaneous transmission of Apprentice data for more efficient registration of Apprentices by the Sponsor.

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

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

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

Area Joint Apprenticeship Committee (AJAC): Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A committee may be either joint or non joint as follows:

(1) A joint committee is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

(2) A non-joint committee which may also be known as a unilateral or group non- joint (may include workers) committee has employer representatives but does not have a bone fide collective bargaining agent as a participant.

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

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. Also means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

Gender Clause: Wherever used in the Standards, the masculine noun and pronoun shall be understood to include masculine and feminine gender. Also any reference to either the male or female gender in these Standards is intended to include both genders and is not to be considered

as a limitation on either sex. The term journeyman / journey-worker within these Standards shall be considered a performance level and not a gender term.

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers: The terms "Local Unions" and "Local Union," as used herein, shall mean such of the Local Lodges of the International Union as have members for whom Employers (as the term "Employers" is defined herein) are making or are required to make contributions to the Boilermakers' Apprenticeship and Training Funds. The term "Union" shall mean and include both the International Union and its Local Unions. Also means Boilermakers Western States JATC and any of its affiliated Local Unions party to an appropriate labor agreement between the parties.

Journey-worker: 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 Area Joint Apprenticeship Committee during the interim period between regular meetings of the Area Joint Apprenticeship Committee to assure the effectiveness and success of the apprenticeship program.

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

O*NET-SOC Code: The occupational information network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification, **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 (OJL): Tasks learned on-the-job in which the apprentice must be proficient before a completion certificate is granted. The learning must be through structured, supervised work experience.

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

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

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: As per the individual State/Federal Apprenticeship Agreement signed by the apprentice.

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

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

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

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

I. PROGRAM ADMINISTRATION

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

Structure of the Joint Apprenticeship & Training Committee (JATC):

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

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 JATC.

Administrative Procedures:

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

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

Responsibilities of the Joint Apprenticeship and Training Committee:

The Area Joint Apprenticeship Committee shall be responsible for:

A. Carrying out the Apprenticeship Program within its area in accordance with the Apprenticeship Standards, and any variances, approved by the National Board and registered by the Registration Agency prior to being put into effect.

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

C. Initiating and signing all Apprenticeship Agreements for apprentices and forwarding them to the Registration Agency for approval and registration. In addition, notifying the Registration Agency and other appropriate parties of the cancellation, suspension, extension, reinstatement or completion of apprentices.

D. Arranging required on-the-job training and related technical instruction for apprentices that will provide them with the diversity of training delineated in the attached Occupational Schedule and Related Instruction Outline.

E. Monitoring and evaluating apprentices' progress, including the review of apprentices' records to insure apprentices are fulfilling their responsibilities under the program. The Area Joint Apprenticeship Committee will review, approve and document all apprentice actions including hours, content and progress of training on the job and in related instruction; step progressions; disciplinary actions; poor evaluations; successful completions; cancellations and any other performance or attendance-related issues.

F. Prepare and submit any reports concerning its apprenticeship program that may be desirable or legally required by the Registration Agency; the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers and any participating employer organization.

G. Hearing and adjusting complaints regarding Apprenticeship Agreement violations.

H. Certifying the apprentice has completed both the required on-the-job training and related technical instruction and submitting such certification to the Registration Agency with request for issuance of the Certificate of Completion.

I. Developing internal procedures to communicate equal opportunity and affirmative action obligations to apprentices, applicants for apprenticeship, and personnel involved in the recruitment, screening, selection, promotion, training, and disciplinary actions of apprentices.

J. Maintaining the apprenticeship program free from harassment, intimidation, and retaliation by developing and implementing procedures to ensure that its apprentices are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or disability and to ensure that its apprenticeship program is free form intimidation and retaliation as prohibited by 29 CFR 30.17.

K. Implementing measures to ensure that outreach and recruitment efforts for apprentices extend to all persons available for apprenticeship within the sponsor's relevant recruitment area without regard to race, sex, ethnicity, or disability.

L. Encouraging persons with a potential capacity for apprenticeship to submit an application for apprenticeship regardless of sex, race, ethnicity, or disability.

M. Annually reviewing the Affirmative Action Plan, good faith efforts and Selection Procedures, updating the Affirmative Action Plan and goals/timetables and modifying the Affirmative Action Plan and Selection Procedures as a result of the review, when appropriate. Such review will include an analysis of the Local Area Joint Apprenticeship Committee's success in meeting its goals, the good faith efforts made and the impact each element of the Affirmative Action Plan had on meeting its goal.

N. Maintaining all records relating to the recruitment, selection, employment and training of apprentices for a minimum of five years from the last date of action.

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

Area Coordinator:

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

A. Notifying the Area Joint Apprenticeship Committee when the apprentice roster approaches depletion.

B. Disseminating apprenticeship opening announcements semi-annually.

C. Working with the Local Committees to establish dates and times that the Local Committees will accept applications.

D. Sending notices to the Registration Agency and appropriate local, county, state, minority and women's group organizations informing them of the application-opening announcement. Also sending notices to area employers to be posted at the job site(s).

E. Providing sufficient application forms to the Local Committees.

F. Supervising Local Committees in the screening and selection procedures.

G. Responsible for completing the Applicant Roster showing the final disposition of all applicants.

H. Accepting and responding to inquiries from prospective applicants.

I. Overseeing the Area Joint Apprenticeship Committee's commitment to equal opportunity in apprenticeship.

J. Coordinating "good faith efforts" outlined in the Affirmative Action Plan with the Area Joint Apprenticeship Committee and Local Committee Representative and insures all participation is documented.

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 all applicants are treated fairly and equitably. This section contains the Equal Employment Opportunity pledge to which the program sponsor agrees to conform.

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

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

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

Required Language: If the employer employs five or more apprentices, the JATC will adopt an Affirmative Action Plan (attached as Appendix C) and Selection Procedures (attached as Appendix D) as required under Title 29, CFR part 30.

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

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

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. The JATC will establish qualifications regarding minimum age limits. *(Applicant must provide evidence of minimum age respecting any applicable State Laws or regulations.)* Apprentices must not be less than 16 years of age.

B. Education — Applicants shall be high school graduates or provide proof of equivalent educational attainment, such as successful completion of GED. Each applicant shall submit a copy of their high school transcript or official report of GED test results if these documents will verify graduation.

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 physical agility test, fitness test, or screen for the current illegal use of drugs, if applicable, on acceptance into the program and prior to being employed.

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

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

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

V. SELECTION OF APPRENTICES – Title 29 CFR 30.10

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

VI. APPRENTICESHIP AGREEMENT – Title 29 CFR 29.5(b)(11)

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

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

Language: After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice shall be covered by a written Apprenticeship Agreement (Appendix B) signed by the JATC and the apprentice, and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein. A copy of each Apprenticeship Agreement will be furnished to the apprentice, the JATC, the Registration Agency, and the employer and the Union. An additional copy will be provided to the Veteran's State Approving Agency for those veteran apprentices desiring access to any benefits to which they are entitled.

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

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

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

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

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

Language: Consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journey workers is established in the applicable local, area,

national or project collective bargaining agreement or as agreed to by the Area Joint Apprenticeship Committee. Each Local must maintain a minimum of 20% apprentice to journey-worker ratio.

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

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

Language: The term of the occupation will be four (4) years with an (OJL) attainment of not less than 6000 hours supplemented by the required hours (576 hours) of related instruction as stated on the Sample Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

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

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

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

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

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

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

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

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

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

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

X. HOURS OF WORK

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

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

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until the required number of hours of training is accrued.

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

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

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

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

XII. CREDIT FOR PREVIOUS EXPERIENCE AND/OR DEMONSTRATED COMPETENCY – Title 29 CFR 29.5(b)(12)

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

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

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

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

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

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

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

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

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

The granting of advanced standing will be uniformly applied to all apprentices.

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

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

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

Language: During the apprenticeship the apprentice shall receive such OJL and related technical instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journey worker. The OJL shall be under the direction and guidance of qualified journey workers/mentors that supervise apprentices.

The Work Processes for the Boilermaker are covered in the attached Trade Schedule(s) (Appendix A).

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

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

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

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

Language: During each segment of training each apprentice is required to complete classes in subjects related to the job as outlined in Appendix A. The term of apprenticeship will include a minimum of 144 hours of related technical instruction for the Boilermaker for each year of the apprenticeship. Apprentices agree to take such courses as the JATC deems advisable. The JATC will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns or areas having no vocational school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the Sponsor and the Registration Agency.

Where it is found impractical to establish related instruction classes, the Area Joint Apprenticeship Committee shall require the apprentices to attend the Boilermakers Area Training Center 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. Apprentices will not be paid for hours spent attending related instruction classes.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all course work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) without due cause, the JATC will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

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

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

The Area joint Apprenticeship Committee shall monitor and document the apprentice's progress in related instruction classes.

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

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

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

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

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

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

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

Language: The JATC shall be responsible for the training of the apprentice on-the-job. Apprentices will be under the general supervision of the JATC and under the direct supervision of the journey-worker to whom they are assigned. The supervisor of the apprentice(s) designated by the employer shall, with the advice and assistance of the Area Joint Apprenticeship Committee, be responsible for the apprentice's work assignments ensuring the apprentice are working under the supervision of a skilled journey worker, evaluation of work performance, and completion and submittal of progress reports to the Area Joint Apprenticeship Committee.

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

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

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

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

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

Language: Each Apprentice shall be responsible for maintaining a record of his/her work experience/training on-the-job and in related technical instruction and for having this record verified by his/her supervisor every month. The apprentice will authorize an effective release of their completed related instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC. This record will be included in each apprentice's record file maintained by the Area Coordinator on behalf of the Area Joint Apprenticeship Committee.

Before each period of advancement, or at any other time when conditions warrant, the Area Joint Apprenticeship Committee shall evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the Area Joint Apprenticeship Committee may determine whether the apprentice will continue in the same wage classification, or to require the apprentice repeat a process or series of processes before advancing to the next wage classification. In such cases, the 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 journey worker, the Area Joint Apprenticeship Committee will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement. Written records of progress evaluations and corrective and final actions shall be maintained by the Area Joint Apprenticeship Committee. The Registration Agency will be notified of all cancellations.

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

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

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

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

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

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

XX. NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.5(b)(19)

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

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

XXI. CANCELLATION AND DEREGISTRATION – Title 29 CFR 29.5(b)(18)

Explanation: This section outlines the Area Joint Apprenticeship Committee's intent to register the Standards of Apprenticeship and its commitment to notify the Registration Agency of any intent to cancel the Standards. It also outlines the Registration agency's right to deregister the program for cause after due process.
If a program is canceled, the Area Joint Apprenticeship Committee, within 15 days of the date of cancellation, must notify all apprentices of such cancellation and the effective date; that such cancellation automatically deprives the apprentice of his/her individual registration; and that the deregistration of the program removes that apprentice from coverage for Federal Purposes which require the Secretary of Labor's approval of an apprenticeship program.

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

The Area Joint Apprenticeship Committee 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 Area Joint apprenticeship Committee to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the Area Joint Apprenticeship Committee will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR Part 29.7.

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

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

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

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

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

XXIII. ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(21), 30.14

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

This section is intended to identify the appropriate parties to receive and process complaints from apprentices or applicants. The Area Joint Apprenticeship Committee must provide each applicant and apprentice with this complaint procedure and the names and addresses of the local, state, and Federal contacts for receiving complaints.
A program registered with a State Registration Agency may be required to follow a different State mandated complaint procedure.

Language: The JATC will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the sponsor, and the apprentice, unless otherwise noted below.

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

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

B. In cases of dissatisfaction between the employer and the apprentice, either has the right of appealing to the Local Committee for such action and adjustment of such matters (not related to EEO) as comes within this Program. If either party feels an adverse decision has been rendered in his/her case by the Local Committee, it shall be the duty of the aggrieved party involved to appeal the matter to the Area joint Apprenticeship Committee. If either party feels an adverse decision rendered in his/her case by the Area Joint Apprenticeship Committee, after the probationary period, it shall be the duty of the aggrieved party to appeal the matter to the National Joint Apprenticeship Board for final action, subject to applicable laws. The JATC will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. 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. The name and address of the appropriate authority to receive, process and make disposition of complaints is: Boilermakers Western States JAC located at 819 N. Navajo Units 6&7 (PO Box 1612) Page, AZ 86040.

C. It is against the law for a sponsor of an apprenticeship program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If you think that you have been subjected to discrimination, you may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the U.S. Department of Labor, Office of Apprenticeship or State Apprenticeship Agency: **Alaska**: 605 W. 4th Avenue, Room G-30, Anchorage, AK 99501, Tel: (907) 271-5035, E-Mail: Hakala.John@dol.gov, Attn: John Hakala; **Arizona**: 1789 West Jefferson Street, P.O Box 6123, Phoenix, AZ 85007, Tel: (602) 542-5641, E-Mail: WHiggins@AZDES.Gov, Attn: William (Willie) Higgins; **California**: 801 I Street, Room 202, Sacramento, CA 95814, Tel:

(916) 414-2389 E-Mail:Davis.Richard@dol.gov, Attn: Richard Davis; **Colorado**: 721 19th Street, Room 465, Denver, CO 80202-2517, Tel: (303) 844-6362, E-Mail: Mclain.Cynthia@dol.gov, Attn: Cynthia Mclain; **Hawaii**: 830 Punchbowl Street - Room 329, Honolulu, HI 96813, Tel: (808) 586-8877, E-Mail: EYoung@dlir.state.hi.us, Attn: Elaine Young; **Idaho**: 1387 S. Vinnell Way #110, Boise, ID 83706, Tel: (208) 321-2972, E-Mail: Kober.William@dol.gov, Attn: William Kober; **Montana**: P.O. Box 1728, Helena, MT 59624-1728, Tel: (406) 444-3556, E-Mail: DHolzer@mt.gov, Attn: Darrell Holzer; **Nevada**: 675 Fairview Drive, Suite 226, Carson City, NV 89701, Tel: (775) 687-4850, E-Mail: schambers@laborcommissioner.com, Attn: Shannon Chambers; **New Mexico**: 401 Broadway NE, Albuquerque, NM 87102, Tel: (505) 841-8077, E-Mail: Katrina.Vigil@state.nm.us, Attn: Katrina Vigil; **Oregon**: 800 N.E. Oregon Street, Suite 1045, Portland, OR 97232, Tel: (971) 673-0760, E-Mail: Steve.Simms@state.or.us, Attn: Stephen Simms; **Utah**: 125 State Street, Room 2412, Salt Lake City, UT 84138, Tel: (801) 524-5451, E-Mail: Couse.Robert@dol.gov, Attn: Robert “Bob” Couse; **Washington**: P.O. Box 44530, Olympia, WA 98504-4530, Tel: (360) 902-5320, E-Mail: rojo235@lni.wa.gov, Attn: Jody Robbins; **Wyoming**: 308 West 21st Street, Room 205, Cheyenne, WY 82001-3637, Tel: (307) 772-2448, E-Mail: Broad.Michael@dol.gov, Attn: Michael Ann Broad. You may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov. **Alaska**: Alaska State Commission for Human Rights, 800 "A" Street, Suite 204, Anchorage, Ak 99501, Toll-Free Complaint Hot Line (in-state only): (800) 478-4692, TTY/TDD (Anchorage Area): (907) 276-3177, Phone (Anchorage Area): (907) 274-4692, TTY/TDD Toll-Free Complaint Hot Line (in-state only): (800) 478-3177, Website: https://humanrights.alaska.gov; **Arizona**: Arizona State Attorney General, Civil Rights Division, 1275 West Washington Street, Phoenix, AZ 85007-2926, Tel: (602) 542-5263 - TDD (602) 542-5002 or (877) 491-574 - TDD (877) 624-8090, Fax: (602) 542-8885, Website: www.attorney-general.state.az.us/civil_rights; **California**: California Department of Fair Employment and Housing - Elk Grove, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758, (800) 884-1684, Videophone (916) 226-5285, TDD (800) 700-2320, Website: http://dfeh.ca.gov/Offices.htm; **Colorado**: Colorado Civil Rights Division, 1560 Broadway Suite 1050, Denver, CO 80202, Tel: (303) 894-2997 or 800-262-4845, Hotline Español: 720-432-4294, Email: CCRD@dora.state.co.us, Website: www.dora.state.co.us/civil-rights; **Hawaii**: Hawaii Civil Rights Commission, 830 Punchbowl St. Room 411, Honolulu, HI 96813, Tel: (808) 586-8636, TDD/TTY: (908) 586-8692, Neighbor Islands, call toll free: Kaua’i: 274-3141, Ext. 6-8636#, Maui: 984-2400, Ext 6-8636#, Hawai’i: 974-4000, Ext. 6-8636#, Lana’I & Moloka’i: 1-800-468-4644, Ext. 6-8636#, Email: DLIR.HCRC.INFOR@hawaii.gov, Website: http://labor.hawaii.gov/hcrc; **Idaho**: Idaho Human Rights Commission, 317 West Main Street, 2nd Floor, Boise, ID 83735-0660, (208) 334-2873, (208) 334-2664 (Fax), (888) 249-7025 (Toll Free), Dial 711 for Idaho Relay Services, Email: Inquiry@ihrc.idaho.gov, Website: humanrights.idaho.gov; **Montana**: Montana Human Rights Bureau, P.O. Box 1728, Helena, MT 59624, (406) 444-4356 or 1-800-542-0807, Fax: (406) 444-4140, Telephone Relay Service: 711, Website: http://erd.dli.mt.gov/human-rights; **Nevada**: Nevada Equal Rights Commission, Equal Rights Commission Las Vegas, 1820 East Sahara Avenue, Suite 314, Las Vegas, NV 89104 Tel: (702) 486-7161, Fax: (702) 486-7054; Equal Rights Commission Northern Nevada, 1325 Corporate Blvd., Room 115, Reno, NV 89502, Tel: (775) 823-6690, Fax: (775) 688-1292, Website: http://detr.state.nv.us/nerc.htm; **New Mexico**: Human Rights Bureau, 1596 Pacheco Street, Santa Fe, NM 87505, Office: (505)827-6838, Toll-free: (800)566-9471, Fax: (505) 827-6878,

Website: www.dws.state.nm.us; **Oregon**: Oregon Bureau of Labor and Industries, Civil Rights Division, 800 NE Oregon Street, Suite 1045, Portland, Oregon 97232, English: (971) 673-0764, Español: (971) 673-2818, Fax: (971) 673-0765, Email: Correo Electrónico - crdemail@boli.state.or.us, Website: http://www.oregon.gov/BOLI/pages/index.aspx; **Utah**: Utah Antidiscrimination & Labor Division, 160 East 300 South, 3rd Floor, P.O. Box 146640, Salt Lake City, UT 84114-6640, Phone: 801-530-6801 or 1-800-222-1238, TDD 801-530-7685, Email: discrimination@utah.gov, Website: https://laborcommission.utah.gov/divisions/AntidiscriminationAndLabor; **Washington**: Washington State Human Rights Commission, 711 South Capitol Way, Suite 402, P.O. Box 42490 Olympia, WA 98504-2490, Tel:(360) 753-6770, Statewide Toll Free: (800) 233-3247, Statewide TTY Toll Free: (800) 300-7525, Fax: (360) 586-2282, Website: http://www.hum.wa.gov; **Wyoming**: Wyoming Department of Employment Labor Standards, Fair Employment Program, 1510 E. Pershing, West Wing, Suite 2015, Cheyenne, WY 82002, (307) 777-7261, Fax: (307) 777-5633, Website: http://www.wyomingworkforce.org/businesses/labor.

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

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

XXIV. COLLECTIVE BARGAINING AGREEMENTS – Title 29 CFR 29.10(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 a collective bargaining agreement between employers and employees.

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

Nothing in these Standards shall be interpreted as being inconsistent with existing or subsequent bargaining agreements. In the event of a conflict, the collective bargaining agreement shall prevail if it identifies higher standards.

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

(a) Any apprenticeship provision in any collective bargaining agreement between employers and employees establishing higher apprenticeship standards; or

(b) Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive Order, or authorized regulation.

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

Explanation: This section outlines the Area Joint Apprenticeship Committee's commitment to provide apprentices with reasonably continuous employment throughout their apprenticeship. While no JATC can guarantee an apprentice full employment during the term of apprenticeship, a JATC 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 JATC has an obligation to move the affected apprentice to other signatory employers.

The JATC may transfer an apprentice from one employer to another to provide continuous employment and to assure more complete on-the-job training experience in all aspects of the trade.
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. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

XXVI. RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the JATC and signed an Apprenticeship Agreement with the JATC agree to all the terms and conditions contained therein and agree to abide by the JATC's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the JATC 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 JATC 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 JATC.

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 Sponsor.

E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.

F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the Apprenticeship Agreement is terminated by the JATC.

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 JATC.

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

XXVIII. APPROVAL OF LOCAL STANDARDS

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

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

XXIX. OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The Boilermakers Western States JATC hereby adopts these Standards of Apprenticeship on this 7th day of December, (2017).

Signature of Chairman	**Signature of Secretary**
Larry Jansen	**Tom Baca**
Printed Name	**Printed Name**

APPENDIX A

PROGRESSIVE WAGE SCHEDULE
AND
WORK PROCESES SCHEDULE
AND
RELATED INSTRUCTION OUTLINE

FOR THE
BOILERMAKER TRADE

PROGRESSIVE WAGE SCHEDULE
BOILERMAKER

Article 13
Wage & Benefit Rates

ARIZONA
(LOCAL LODGE NO. 627)

Wages	Current Rate	Rate Effective 03/05/2018
General Forman[1]		
Foreman	$36.56	$37.71
Asst. Foreman	$35.31	$36.46
Boilermaker/Blacksmith	$34.06	$35.21
95% Apprentice:	$32.36	$33.45
90% Apprentice:	$30.65	$31.69
85% Apprentice:	$28.95	$29.93
80% Apprentice:	$27.25	$28.17
75% Apprentice:	$25.55	$26.41
70% Apprentice:	$23.84	$24.65
Helper (55% of Journeyman)	$18.73	$19.37

Fringe Benefits	Current Rate	Rate Effective 03/05/2018
Health & Welfare	$8.57	$8.57
Pensions*	$14.34	$14.63
Apprenticeship	$1.50	$1.50
Annuity*	$1.00	$1.00
MOST	$0.34	$0.34
Vacation Trust*	$3.00	$3.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$28.85	$29.19

Helper Fringe Benefits Effective 03/05/2018	1st 2,000 Hours Worked	After 2,000 Hours Worked
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

NORTHERN CALIFORNIA
(LOCAL LODGE NO. 549)

(These wage rates apply to the following counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano):

Wages	**Current Rate**	**Rate Effective 03/05/18**
General Forman[1]		
Foreman	$47.78	$47.62
Asst. Foreman	$46.53	$46.37
Boilermaker/Blacksmith	$45.28	$45.12
90% Apprentice:	$40.75	$40.61
85% Apprentice:	$38.49	$38.35
80% Apprentice:	$36.22	$36.10
75% Apprentice:	$33.96	$33.84
65% Apprentice:	-	$29.33
62% Apprentice:	-	$27.97
Helper (55% of Journeyman):	$24.90	$24.82

Fringe Benefits - ≥ 75% Apprentice[2]	**Current Rate**	**Rate Effective 03/05/18**
Health & Welfare	$8.57	$8.57
Pensions*	$17.94	$18.30
Apprenticeship	$1.50	$1.50
Local 549 JATC	$2.90	$2.90
Annuity*	$3.00	$3.00
MOST	$0.34	$0.34
Vacation Trust*	$4.00	$4.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$38.35	$38.76

Rates Effective 03/05/18		
Fringe Benefits – ≤ 65% Apprentice[2]	**≤ 65% Apprentice**	**Not Applicable**
Fringe Benefits – 55% Helper	**1st 2000 Hours Worked**	**After 2000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Local 549 JATC	$2.90	$2.90
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$5.58	$14.15

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated
[2]Upon completion of hourly and any additional requirements for pay advancement to 75%; apprentices will receive full fringe benefit package.

NORTHERN CALIFORNIA
(Cont'd)

(These wage and benefit schedules apply to all other Northern California counties):

Wages	**Current Rate**	**Rate Effective 03/05/18**
General Forman[1]		
Foreman	$44.18	$44.05
Asst. Foreman	$42.93	$42.80
Boilermaker/Blacksmith	$41.68	$41.55
90% Apprentice:	$37.51	$37.40
85% Apprentice:	$35.43	$35.32
80% Apprentice:	$33.34	$33.24
75% Apprentice:	$31.26	$31.16
65% Apprentice:	-	$27.01
62% Apprentice:	-	$25.76
Helper (55% of Journeyman)	$21.92	$22.85

Fringe Benefits - ≥ 75% Apprentice[2]	**Current Rate**	**Rate Effective 03/05/18**
Health & Welfare	$8.57	$8.57
Pensions*	$16.74	$17.07
Apprenticeship	$1.50	$1.50
Local 549 JATC	$2.90	$2.90
Annuity*	$2.50	$2.50
MOST	$0.34	$0.34
Vacation Trust*	$3.50	$3.50
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$36.15	$36.53

Rates Effective 03/05/18		
Fringe Benefits – ≤ 65% Apprentice[2]	**≤ 65% Apprentice**	**Not Applicable**
Fringe Benefits – 55% Helper	**1st 2000 Hours Worked**	**After 2000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Local 92 JATC	$2.40	$2.40
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$5.08	$13.65

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated
[2]Upon completion of hourly and any additional requirements for pay advancement to 75%; apprentices will receive full fringe benefit package.

SOUTHERN CALIFORNIA
(LOCAL LODGE NO. 92)

(These wage rates apply to the southern counties):

Wages	**Current Rate**	**Rate Effective 03/05/18**
General Forman[1]		
Foreman	$46.66	$46.57
Asst. Foreman	$45.41	$45.32
Boilermaker/Blacksmith	$44.16	$44.07
90% Apprentice:	$39.74	$39.66
85% Apprentice:	$37.54	$37.46
80% Apprentice:	$35.33	$35.26
75% Apprentice:	$33.12	$33.05
65% Apprentice:	-	$28.65
62% Apprentice:	-	$27.32
Helper (55% of Journeyman)	$24.29	$24.24

Fringe Benefits - ≥ 75% Apprentice[2]	**Current Rate**	**Rate Effective 03/05/18**
Health & Welfare	$8.57	$8.57
Pensions*	$14.26	$14.55
Apprenticeship	$1.50	$1.50
Local 92 JATC	$2.40	$2.40
Annuity*	$3.00	$3.00
MOST	$0.34	$0.34
Vacation Trust*	$3.50	$3.50
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$33.67	$34.01

Rates Effective 03/05/18		
Fringe Benefits – ≤ 65% Apprentice[2]	**≤ 65% Apprentice**	**Not Applicable**
Fringe Benefits – 55% Helper	**1st 2000 Hours Worked**	**After 2000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Local 92 JATC	$2.40	$2.40
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$5.08	$13.65

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated
[2]Upon completion of hourly and any additional requirements for pay advancement to 75%; apprentices will receive full fringe benefit package.

NORTHERN NEVADA
(LOCAL LODGE NO. 549)

(These wage rates apply to the following counties: Carson, Churchill, Douglas, Elko, Eureka, Humbolt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$37.25	$37.12
Asst. Foreman	$36.00	$35.87
Boilermaker/Blacksmith	$34.75	$34.62
90% Apprentice:	$31.28	$31.16
85% Apprentice:	$29.54	$29.43
80% Apprentice:	$27.80	$27.70
75% Apprentice:	$26.06	$25.97
65% Apprentice:	$22.59	$22.50
62% Apprentice:	$21.55	$21.46
Helper (55% of Journeyman)	$19.11	$19.04

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$16.74	$17.07
Apprenticeship	$1.50	$1.50
Local 549 JATC	$0.50	$0.50
Annuity*	$1.26	$1.26
MOST	$0.34	$0.34
Vacation Trust*	$2.50	$2.50
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$31.51	$31.89

Rates Effective 03/05/18		
Fringe Benefits – ≤ 65% Apprentice[2]	**≤ 65% Apprentice**	**Not Applicable**
Fringe Benefits – 55% Helper	**1st 2000 Hours Worked**	**After 2000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Local 549 JATC	$0.50	$0.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$3.18	$11.75

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated
[2]Upon completion of hourly and any additional requirements for pay advancement to 75%; apprentices will receive full fringe benefit package.

SOUTHERN NEVADA
(LOCAL LODGE NO. 092)

(These wage rates apply to the following counties: Clark, Esmeralda, Lincoln, and Nye)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$38.99	$38.91
Asst. Foreman	$37.74	$37.66
Boilermaker/Blacksmith	$36.49	$36.41
90% Apprentice:	$32.84	$32.77
85% Apprentice:	$31.02	$30.95
80% Apprentice:	$29.19	$29.13
75% Apprentice:	$27.37	$27.31
65% Apprentice:	$23.72	$23.67
62% Apprentice:	$22.62	$22.57
Helper (55% of Journeyman)	$20.07	$20.03

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$14.26	$14.55
Apprenticeship	$1.50	$1.50
Annuity*	$2.50	$2.50
MOST	$0.34	$0.34
Vacation Trust*	$2.50	$2.50
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$29.77	$30.11

Rates Effective 03/05/18		
Fringe Benefits – ≤ 65% Apprentice[2]	**≤ 65% Apprentice**	**Not Applicable**
Fringe Benefits – 55% Helper	**1st 2000 Hours Worked**	**After 2000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated
[2]Upon completion of hourly and any additional requirements for pay advancement to 75%; apprentices will receive full fringe benefit package.

NORTHERN IDAHO & WASHINGTON & OREGON
(LOCAL LODGE NO. 242 & 502)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$41.19	$41.10
Asst. Foreman	$39.94	$39.85
Boilermaker/Blacksmith	$38.69	$38.60
95% Apprentice:	$36.76	$36.67
90% Apprentice:	$34.82	$34.74
85% Apprentice:	$32.89	$32.81
80% Apprentice:	$30.95	$30.88
75% Apprentice:	$29.02	$28.95
70% Apprentice:	$27.08	$27.02
Helper (55% of Journeyman)	$21.28	$21.23

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$14.34	$14.63
Apprenticeship	$1.50	$1.50
Annuity*	$1.00	$1.00
MOST	$0.34	$0.34
Vacation Trust*	$3.00	$3.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$28.85	$29.19

Helper Fringe Benefits Effective 03/05/2018	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

ALASKA
(LOCAL LODGE NO. 502)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$49.76	$49.67
Asst. Foreman	$48.01	$47.92
Boilermaker/Blacksmith	$46.26	$46.17
95% Apprentice:	$43.95	$43.86
90% Apprentice:	$41.63	$41.55
85% Apprentice:	$39.32	$39.24
80% Apprentice:	$37.01	$36.94
75% Apprentice:	$34.70	$34.63
70% Apprentice:	$32.38	$32.32
Helper (55% of Journeyman)	$25.44	$25.39

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$14.34	$14.63
Apprenticeship	$1.50	$1.50
Annuity*	$1.00	$1.00
MOST	$0.34	$0.34
Vacation Trust*	$3.00	$3.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$28.85	$29.19

Helper Fringe Benefits Effective 03/05/2018	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

NEW MEXICO
(LOCAL LODGE NO. 4 AND 627)*

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$36.56	$36.47
Asst. Foreman	$35.31	$35.22
Boilermaker/Blacksmith	$34.06	$33.97
95% Apprentice:	$32.36	$32.27
90% Apprentice:	$30.65	$30.57
85% Apprentice:	$28.95	$28.87
80% Apprentice:	$27.25	$27.18
75% Apprentice:	$25.55	$25.48
70% Apprentice:	$23.84	$23.78
Helper (55% of Journeyman)	$18.73	$18.68

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$14.34	$14.63
Apprenticeship	$1.50	$1.50
Annuity*	$1.00	$1.00
MOST	$0.34	$0.34
Vacation Trust*	$3.00	$3.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$28.85	$29.19

Helper Fringe Benefits Effective 03/05/18	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

COLORADO & E. WYOMING
(LOCAL LODGE NO. 101)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$36.97	$36.89
Asst. Foreman	$35.72	$35.64
Boilermaker/Blacksmith	$34.47	$34.39
95% Apprentice:	$32.75	$32.67
90% Apprentice:	$31.02	$30.95
85% Apprentice:	$29.30	$29.23
80% Apprentice:	$27.58	$27.51
75% Apprentice:	$25.85	$25.79
70% Apprentice:	$24.13	$24.07
Helper (55% of Journeyman)	$18.96	$18.91

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$13.75	$14.03
Apprenticeship	$1.50	$1.50
Annuity*	$1.00	$1.00
MOST	$0.34	$0.34
Vacation Trust*	$3.00	$3.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$28.26	$28.59

Helper Fringe Benefits Effective 03/05/2018	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

S. IDAHO, UTAH & W. WYOMING
(LOCAL LODGE NO. 004)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$36.97	$36.89
Asst. Foreman	$35.72	$35.64
Boilermaker/Blacksmith	$34.47	$34.39
95% Apprentice:	$32.75	$32.67
90% Apprentice:	$31.02	$30.95
85% Apprentice:	$29.30	$29.23
80% Apprentice:	$27.58	$27.51
75% Apprentice:	$25.85	$25.79
70% Apprentice:	$24.13	$24.07
Helper (55% of Journeyman)	$18.96	$18.91

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$13.75	$14.03
Apprenticeship	$1.50	$1.50
Annuity*	$1.00	$1.00
MOST	$0.34	$0.34
Vacation Trust*	$3.00	$3.00
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$28.26	$28.59

Helper Fringe Benefits Effective 03/05/2018	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

MONTANA
(LOCAL LODGE NO. 11)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$34.75	$34.69
Asst. Foreman	$33.50	$33.44
Boilermaker/Blacksmith	$32.25	$32.19
95% Apprentice:	$30.64	$30.58
90% Apprentice:	$29.03	$28.97
85% Apprentice:	$27.41	$27.36
80% Apprentice:	$25.80	$25.75
75% Apprentice:	$24.19	$24.14
70% Apprentice:	$22.58	$22.53
Helper (55% of Journeyman)	$17.74	$17.70

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$13.15	$13.41
Apprenticeship	$1.50	$1.50
Local 11 JATC	$0.25	$0.25
Annuity*	$2.89	$2.89
MOST	$0.34	$0.34
Vacation Trust*	$3.50	$3.50
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$30.30	$30.61

Helper Fringe Benefits Effective 03/05/2018	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Local 11 JATC	$0.25	$0.25
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.93	$11.50

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

HAWAII
(LOCAL LODGE NO. 627)

Wages	**Current Rate**	**Rate Effective 03/05/2018**
General Forman[1]		
Foreman	$38.93	$38.86
Asst. Foreman	$37.93	$37.86
Boilermaker/Blacksmith	$36.43	$36.36
95% Apprentice:	$34.61	$34.54
90% Apprentice:	$32.79	$32.72
85% Apprentice:	$30.97	$30.91
80% Apprentice:	$29.14	$29.09
75% Apprentice:	$27.32	$27.27
70% Apprentice:	$25.50	$25.45
Helper (55% of Journeyman)	$20.04	$20.00

Fringe Benefits	**Current Rate**	**Rate Effective 03/05/2018**
Health & Welfare	$8.57	$8.57
Pensions*	$13.72	$13.99
Apprenticeship	$1.50	$1.50
Annuity*	$4.25	$4.25
MOST	$0.34	$0.34
Vacation Trust*	$4.95	$4.95
WSBIF	$0.10	$0.15
Total Hourly Fringe Cost	$33.43	$33.75

Helper Fringe Benefits Effective 03/05/2018	**1st 2,000 Hours Worked**	**After 2,000 Hours Worked**
Health & Welfare	N/A	$8.57
Pensions*	$0.59	$0.59
Apprenticeship	$1.50	$1.50
Annuity*	$0.10	$0.10
MOST	$0.34	$0.34
WSBIF	$0.15	$0.15
Total Hourly Fringe Cost	$2.68	$11.25

* Effective October 1, 2010, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

[1]General Forman rate to be negotiated

WORK PROCESSES SCHEDULE
BOILERMAKER

O*NETSOC CODE: 472011.00 **RAIS CODE: 0040**

This Trade Schedule is attached to and part of the Apprenticeship Standards for the above identified trade.

1. TERM OF APPRENTICESHIP (SECTION VII)

The term of apprenticeship shall be a period of four (4) years (not less than 6,000 hours) of on-the-job training supplemented by the required 576 hours of related technical instruction.

2. RATIO OF APPRENTICES TO JOURNEY WORKERS (SECTION VI)

Each local lodge is required to indenture apprentices quarterly to meet a 20% apprentice to journey worker ratio based on man hours worked within the local using the man-hours of the preceding year.

3. APPRENTICE WAGE SCHEDULE (SECTION X)

Apprentices shall be paid progressively increasing schedule of wages based on a percentage of the current journey worker wage rate per the collective bargaining agreement:

(See the collective bargaining agreement the apprentice is employed under)

4. SCHEDULE OF WORK EXPERIENCE (SECTION XII)

(See attached Occupation Schedule.)

5. SCHEDULE OF RELATED INSTRUCTION (SECTION XIII)

(See attached Course Outline.)

6. SCHEDULE OF WORK EXPERIENCE (SECTION XII)

The following are major phases of the Boilermaker trade in the field erection and repair industry. The work processes include the application of these operations on tank and water tower construction and repair, refinery construction and repair, boiler erection and repair, nuclear reactors, and reactor/boiler components erection and repair, and any other work related to the trade.

I. Care and Maintenance of Tools and Equipment — Hours **100**

- A. Learning names of Tools and Equipment
- B. Learning the use of Tools and Equipment
- C. Care and maintenance
- D. Handing out tools and inventory

II. Rigging and Bull Gang — Hours **1000**

- A. Unloading and Handling
- B. Use of Hoisting Equipment
  1. Come-along
  2. Chain falls
  3. Erection and dismantling derricks and cranes
  4. Working with derricks and cranes
  5. Use of signals and safety
- C. Use of Tackle
  1. Block and tackle
  2. Chokers, cables and slings
  3. Proper use of knots and splicing
  4. Proper use of clamps
  5. Safety

D. Moving Pieces
1. Rollers
2. Levers
3. Use of tackle, come-alongs and chain falls
4. Safety

III. General Erection Hours **1000**

A. Steele Erection in our jurisdiction
1. Designating location of members
2. Raising in place
3. Use of spud-wrench, bull, and drift-pins, wedges, clips, and saddles
4. Alignment
   a. Use of level, plumb, tape and rule
5. Connecting
   a. Drilling, reaming, chipping, caulking and grinding
   b. Bolting up
   c. Welding (tack)
   d. Riveting

B. Setting Drums and Headers
1. Use of hoisting equipment and tackle
2. Use of water level, plumb, and measuring devices

IV. Tube Installations Hours **400**

A. Entering
1. Use of come-alongs and entering devices
2. Lipping

B. Setting and Aligning
1. Use of spacers
2. Use of strong backs

C. Getting Proper Stock
1. Signals (sound and light)
2. Come-alongs
3. Piece of stock
4. Boiler code

D. Rolling
1. Use of erectors' guides, or
2. Proper selection of the following:
   a. Expanders, rollers, pins, and mandrels
3. Use of rolling machines
   a. Pneumatic, electric and ratchet
   b. Lubricants
4. Use of gauges and signals
5. Heavy tube sheets
6. Entering and connecting baffles
7. Testing
   a. Visual
   b. Water (Use of hydrostatic pump)
   c. Air
   d. Use of gauges

V. Use of Blueprint and Layout Hours **400**

A. Use of prints to designate the following
   1. Locating parts and unloading
   2. Moving parts to job location
   3. Parts to be hoisted into position
   4. Use of benchmark
   5. Symbols

B. Layout
   1. Use of precision measuring devices
   2. Marketing for correction, re-cutting and fitting
   3. Directing, cutting, and fitting of parts
   4. Geometric measuring of parts, tube holes, etc.
   5. Working with foreman

VI. Welding and Burning Hours **3000**

A. Electric welding, heli-arc or other methods of machine welding
   1. Proper adjustment machines
   2. Application and use of electrodes on all metals, ferrous and non-ferrous
   3. Metal spraying

B. Acetylene
   1. Proper adjustment gauges and torch
   2. Selection of tips
   3. Handling of torch and application
      a. Ferrous and non-ferrous

C. Burning
   1. Acetylene
   2. Arc (Cutting and Gouging)
   3. Machine methods
   4. Adjusting and operating of equipment
      a. Ferrous
      b. Non-ferrous

VII. Nuclear Plant Construction-Reactors Hours **100**

A. Theory-Types
   1. Power
   2. Propulsion
   3. Heating

B. Research

C. Problems peculiar to Atomic Energy
   1. Those elements which would not be covered in other section, i.e., radiation, radiation protection
   2. Requirements for joints of high integrity

TOTAL HOURS **6000**

RELATED INSTRUCTION OUTLINE
BOILERMAKER
O*NET-SOC CODE: 47-2011.00
RAIS CODE: 0040

The following is the related instruction that apprentices receiving training will be expected to successfully complete. A minimum of 576 hours is required during the program.

CURRICULUM SOURCE TEXT REFERENCE:
Text prepared by the Boilermakers National Apprenticeship Program Kansas City, Kansas

YEAR 1 – 144 HOURS

I.	Applied Math I – Lesson 1-1	A.	The Language of Math
		B.	Counting
		C.	Place Value
		D.	Addition and Subtraction
		E.	Multiplication and Division
		F.	Multiples and Factors
		G.	Negative Numbers
		H.	Other Number Concepts
		I.	Operating with Signed numbers
		J.	Axioms and Laws
II.	Applied Math II – Lesson 1-2	A.	Fractions
		B.	Types of Fractions
		C.	Operations with Fractions
		D.	Decimal Fractions
		E.	Equivalent decimals
		F.	Operation with Decimals
III.	Applied Math III – Lesson 1-3	A.	Proportion
		B.	Percentage
		C.	Changing a Percent to a Decimal
		D.	The Three Percentage Cases
		E.	Fractural Percents
		F.	Calculating with Approximate Numbers
		G.	Prime Numbers
		H.	Exponents and Radicals
IV.	Applied Math IV – Lesson 1-4	A.	Basics of Algebra
		B.	Multiplication
		C.	Division
		D.	Basics of Plane Geometry
		E	Basics of Solid Geometry
		F.	Triangulation (Trigonometry)
V.	Applied Math IV – Lesson 1-5	A.	Measuring
		B.	Review of Decimals
		C.	Angular Measurements
		D.	Formulas and Equations in Review
		E.	Signs of Operations
		F.	Graphs
		G.	Math Aids

VI.	Applied Metric Math – Lesson 1-6	A.	Metrics (SI) in the United States
		B.	Advantage of Metrics
		C.	Metric (SI) Conversions
		D.	Metrics (SI) in Shop or Field
		E.	Metrics for the Boilermakers/Welder
		F.	The Transition Period and the Future of Metrics
VII.	Rigging: Basic Principles – Lesson 1-7	A.	Basic Rigging Concepts
		B.	Simple Tools
VIII.	Rigging: Ropes – Lesson 1-8	A.	Wire Rope
		B.	Fiber Rope
		C.	Chains
IX.	Rigging: Tools – Lesson 1-9	A.	Slings
		B	Rigging Hardware
		C.	Reeving
		D.	Hoists and Winches
		E.	Skids, Rollers, Jacks and Cribbing
		F.	Ladders and Scaffolding
X.	Rigging: Cranes and Other Lifting Equipment Lesson 1-10	A.	Mobile Cranes
		B.	Tower Cranes
		C.	Monorails and Underhung Cranes
		D.	Derricks
		E.	Hoists
		F.	Overhead Cranes
		G.	Helicopter Cranes
XI.	Rigging: Equalizing and Distributing Loads Lesson 1-11	A.	Distributing Weight to the Rigging
		B.	Basic Methods of Equalizing and Distributing Loads
		C.	Strength and Stability During Operating
XII.	Rigging and Boilermaker Safety – Lesson 1-12	A.	Protective Clothing
		B.	Safety with Lifting Equipment
		C.	Safety with Ladders and Staging
		D.	Safety with Tools
		E.	Fire Preventions and Control

YEAR 2 – 144 HOURS

I.	Mechanical Drawing: Tools and Lettering Lesson 2-1	A.	Equipment
		B.	Drafting Materials
		C.	Basic Techniques of Drafting
		D.	Lettering
		E	Styles of Lettering
		F.	Characteristics of Good Lettering
		G.	Tools of Lettering
II.	Mechanical Drawing: Geometric Construction Lesson 2-2	A.	Methods of Bisecting a Straight Line
		B.	Bisecting an Arc
		C.	Drawing Perpendicular Lines
		D.	Drawing a Parallel Line to Another Given Line
		E.	Methods of Dividing a Line into Equal Parts

		F.	Drawing and Bisecting an Angle
		G.	Trisecting an Acute Angle
		H.	Finding the Center of a Circle
		I.	Bisecting an Angle with an Inaccessible Vertex
		J.	Constructing a Triangle Given its Three Sides
		K.	Polygon Construction
		L.	Constructing Tangent Lines
		M.	Geometric Solids
III.	Mechanical Drawing: Orthographic Lesson 2-3	A.	Theory of Projection and Drawings
		B	Theory of Orthographic Projection
		C.	Multi-View Line Projection
		D.	Surface Projection
		E.	Line Description
		F.	Orthographic Drawing Techniques
		G.	Projecting the Views on Paper
		H.	Sections
		I.	Reading Orthographic Drawings
		J.	Conventional Procedures on Orthographic Drawings
		K.	Accepted Violations of True Projection
		L.	Treatment of Unimportant Intersections
		M.	Aligned Views
		N.	Conventional Procedure for Radially Arranged Features
		O.	Representations of Fillets and Rounds
		P.	Conventional Breaks
		Q.	Conventional Method of Alternative Positions
		R.	Conventional Representation
		S.	The Orthographic Drawing Plate
IV.	Mechanical Drawing: Isometric and Oblique Lesson 2-4	A.	Pictorial Drawing
		B.	Isometric Projection
		C.	Isometric Drawing
		D.	Oblique Projection
		E.	Oblique Drawings
V.	Mechanical Drawing: Dimensioning Lesson 2-5	A.	Theory of Dimensioning
		B.	The Language of Dimensioning
		C.	Units of Measurement Used in Dimensioning
		D.	Standard Dimensioning Practices
		E.	Dimensioning Application
		F.	Dimensioning Special views
		G.	Limit Dimensioning
		H.	Welding Symbols
VI.	Mechanical Drawing: Field Sketching Lesson 2-6	A.	Sketching Materials
		B.	Sketching Guidelines
		C.	Beginning Line Exercises
		D.	Multi View Orthographic Sketches
		E.	Orthographic Projection for Sketching
		F.	Pictorial Sketching
		G.	Oblique Sketching
		H.	Perspective Sketching

VII.	Layout Procedures and Techniques Lesson 2-7	A.	Hammers, Sledges and Mauls
		B.	Struck or Hammered Tools
		C.	Cutting Hand Tools
		D.	Taps and Dies
		E.	Screwdrivers
		F.	Holding Tools
		G.	Miscellaneous Hand Tools
VIII.	Boilermaker Hand Tools – Lesson 2-8	A.	Layout Tools
		B.	Layout Work
IX.	Boilermaker Power Tools – Lesson 2-9	A.	Electric Powered Tools
		B.	Air (Pneumatic Tools)
		C.	Tube Tools and Their function
X.	Construction Materials I – Lesson 2-10	A.	Basic Construction Material
		B.	Metal Production
		C.	Metal Processing Methods
XI.	Construction Materials II – Lesson 2-11	A.	Mechanical Properties
		B.	Chemical Properties of Metal
		C.	Physical Properties of Metals
		D.	Fiberglass Reinforced Plastics
XII.	Blueprint Reading: Structural – Lesson 2-12	A.	Structural Steel
		B.	Structural Drawings
		C.	Drawing Structural Steel Shapes
		D.	Connectors
		E.	Connections

YEAR 3 – 144 HOURS

I.	Boiler Systems and Components I Lesson 3-1	A.	The Boiler
		B.	Fire Tube Boilers
		C.	Water Tube Boilers
		D.	Water Tube Boiler Components
		E.	Fuels and Fuel Burning Systems
II.	Boiler Systems and Components II Lesson 3-2	A.	Boiler Circulation
		B.	Shop Assembled Boilers
		C.	Systems for the Pulp and Paper Industry
		D.	By Product Fueled Boilers
		E.	Waste Heat Boilers
III.	Nuclear Power – Lesson 3-3	A.	The Principles of Nuclear Energy
		B.	Nuclear Fuels
		C.	Nuclear Reactors
		D.	Health Physics and Radiation Protection
IV.	Tanks, Vessels, and Other Components Lesson 3-4	A.	Field Erected Storage Tanks
		B.	Basic Construction Techniques
		C.	Stacks and Liners

V.	Blueprint Reading: Boilermaker – Lesson 3-5	A.	Erection Plans
		B.	How Blueprints are Made
VI	Boiler: Installation – Lesson 3-6	A.	Field Inspection
		B.	Shop Fabrication
		C.	Site Preparation
		D.	Erecting Structural Steel Supports
		E.	Installing the Steam Drum
		F.	Installing the Upper Headers
		G.	Installing the Down Comers
		H.	Installing Super-heater and Re-heater Modules
		I.	Installing Water Walls
		J.	Installing the Wind-Box
		K.	Installing the Suction Manifold
		L.	Installing the Pre-heater and Economizer
		M.	Installing Ductwork
		N.	Installing Lower Water-Walls
		O.	Additional Construction
		P.	Preparing the Boiler for Testing
		Q.	Cleanliness of Boiler Components
		R.	Hydrostatic Testing
		S.	Installing Insulation and Casing
VII.	Boiler: Repair and Maintenance – Lesson 3-7	A.	Repairs
		B.	Alterations
		C.	Fiberglass Reinforced Plastics
VIII	Welding and Cutting: Basic – Lesson 3-8	A.	Weld-able Metals
		B.	The Welding Process
		C.	Oxyfuel Gas Welding
		D.	ARC Welding
		E.	Resistance Welding
		F.	Thermit Welding
		G.	Brazing and Braze Welding
		H.	Soldering
		I.	Electron Beam Welding
		J.	Laser Beam Welding
		K.	Cutting Process
		L.	Welded Joint Design
		M.	Types of Welds
		N.	Welding Position
		O.	Welders and Welding Operators
IX.	Welding and Cutting: Blueprint Reading Lesson 3-9	A.	Welding Symbols
		B.	Non-preferred Symbols
		C.	Nondestructive Testing Symbols
X.	Welding and Cutting: Safety – Lesson 3-10	A.	General Welding and Cutting Safety
		B.	The Welding Environment
		C.	Fire Prevention and Protection
		D.	Tool and Equipment Usage
		E.	Other Safety Considerations
		F.	Safety in Welding and Cutting Processes
		G.	Gases Used in ARC Process
		H.	First Aid

XI.	Metallurgy: Welding – Lesson 3-11	A.	Fundamentals of Metallurgy
		B.	Structure Metal
		C.	Metallurgy and Heat Training
		D.	Metallurgy of the Welded Metal
		E.	Welding Stresses, Warpage, Distorting, and Cracks
XII.	Metallurgy: Weld-ability of Metals Lesson 3-12	A.	Classifying a Code Systems for Metals
		B.	Identification of Metals
		C.	Filler Materials
		D.	Welding Characteristics of Metals and Alloys

YEAR 4 – 144 HOURS

I.	ARC Welding: Equipment – Lesson 4-1	A.	Power Sources
		B.	ARC Welding Consumables
II.	ARC Welding: Shielded Metal I – Lesson 4-2	A.	SMAW Procedure
		B.	Weld Joints
III.	ARC Welding: Shielded Metal II – Lesson 4-3	A.	Heat Effects in Shielded Metal ARC Welding
		B.	Shielded Metal ARC Welding of Ferrous Metals
		C.	Shielded Metal ARC Welding of Nonferrous Metals
		D.	Troubleshooting when Welding with the SMAW Process
IV.	ARC Welding: Gas Tungsten (TIG) Lesson 4-4	A.	GTAW Welding Techniques
		B.	Metals and Gas Tungsten ARC Welding
V.	ARC Welding: Gas Metal ARC (MIG) Lesson 4-5	A.	Process Variations-Metal Transfer
		B.	Gas Metal ARC Welding Equipment
		C.	Consumable Used GMAW
		D.	GMAW Process Variables
		E.	Weld Bead Characteristics
		F.	Welding Procedures
		G.	Welding Conditions
		H.	Mig Weld Defects-Their Causes and How to Correct Them
		I.	Mig Spot Welding
		J.	Vapor Shielded ARC Welding
VI.	ARC Welding: Other Processes – Lesson 4-6	A.	Submerged ARC Welding
		B.	Flux Cored ARC Welding
		C.	Plasma ARC Welding
VII.	Cutting: Oxyfuel I – Lesson 4-7	A.	Equipment and Supplies
		B.	Manual Cutting Procedures
		C.	Cutting and Steel Plate
		D.	Machine Torch Cutting
VIII.	Cutting: Oxyfuel II – Lesson 4-8	A.	Quality of Cutting
		B.	Miscellaneous Uses of the Oxyfuel Gas Flames
		C.	Oxyfuel Gas Welding

IX.	Cutting: ARC – Lesson 4-9	A.	Air Carbon ARC Cutting (AAC)
		B.	Carbon ARC Cutting (CAC)
		C.	Oxygen ARC cutting (OAC)
		D.	Plasma ARC Cutting (PAC)
		E.	Metal ARC Cutting (MAC)
X.	Welding: Special Applications and Techniques Lesson 4-10	A.	Stud Welding
		B.	Tube and Pipe welding
		C.	Field Erection of Pressure Vessels and Boilers
		D.	Field-Welded Storage Tanks
		E.	One-Side Welding
		F.	Underwater Welding and Cutting
		G.	Weld Repair and Surfacing
XI.	Welding: Design, Testing, and Inspection Lesson 4-11	A.	The Design of Welded Joints
		B.	Testing
XII.	Welding: Performance Qualifications Lesson 4-12	A.	Codes and Specifications

APPENDIX B

APPRENTICE AGREEMENT

Program Registration and Apprenticeship Agreement
Office of Apprenticeship

U.S. Department of Labor **Attachment 3**

Employment and Training Administration

APPRENTICE REGISTRATION-SECTION II OMB No. 1205-0223 Expires: 04/30/2015

Warning: This agreement does not constitute a certification under Title 29, CFR, Part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Office of Apprenticeship (OA) or the recognized State Apprenticeship Agency shown below. (Item 24)

The program sponsor and apprentice agree to the terms of the Apprenticeship Standards incorporated as part of this Agreement. The sponsor will not discriminate in the selection and training of the apprentice in accordance with the Equal Opportunity Standards in Title 29 CFR Part 30, and Executive Order 11246. This agreement may be terminated by either of the parties, citing cause(s), with notification to the registration agency, in compliance with Title 29, CFR, Part 29

PART A: TO BE COMPLETED BY APPRENTICE. NOTE TO SPONSOR: PART A SHOULD ONLY BE FILLED OUT BY APPRENTICE.

1. Name (Last, First, Middle) and Address *Social Security Number

- -

(No., Street, City, State, Zip Code, Telephone Number)

2. Date of Birth (Mo., Day, Yr.)

3. Sex (Mark one) ☐ Male ☐ Female

Answer Both A and B (Voluntary) (Definitions on reverse)

4. a. Ethnic Group (Mark one)
☐ Hispanic or Latino
☐ Not Hispanic or Latino

b. Race (Mark one or more)
☐ American Indian or Alaska native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or other Pacific Islander
☐ White

5. Veteran Status (Mark one)
☐ Non-Veteran
☐ Veteran

6. Education Level (Mark one)
☐ 8th grade or less
☐ 9th to 12th grade
☐ GED
☐ High School Graduate or Greater
☐ Post Secondary or Technical Training

7a. Employment Status (Mark one) ☐ New Employee ☐ Existing Employee

7b. Career Linkage or Direct Entry (Mark one) (Instructions on reverse) ☐ None ☐ One-Stop Referral ☐ Trade Adjustment Assistance

☐ Job Corps ☐ YouthBuild ☐ School-to-Registered Apprenticeship ☐ HUD/STEP-UP ☐ Direct Entry:_____

8. Signature of Apprentice Date

9. Signature of Parent/Guardian (if minor) Date

PART B: SPONSOR: EXCEPT FOR ITEMS 6, 7, 8, 10a. -10c, REMAINDER OF ITEMS REPOPULATED FROM PROGRAM REGISTRATION.

1. Sponsor Program No.

Sponsor Name and Address (No. Street, City, County, State, Zip Code)

2a Occupation (The work processes listed in the standards are part of this agreement).

2b Occupation Code:

2b.1. Interim Credentials Only applicable to Part B, 3.b. and 3.c. (Mark one) ☐ Yes ☐ No

3. Occupation Training Approach (Mark one)
3a. ☐ Time-Based
3b. ☐ Competency-Based
3c. ☐ Hybrid

4. Term (Hrs., Mos., Yrs.)

5. Probationary Period (Hrs., Mos., Yrs.)

6. Credit for Previous Experience (Hrs., Mos., Yrs.)

7. Term Remaining (Hrs., Mos., Yrs.)

8. Date Apprenticeship Begins

9a. Related Instruction (Number of Hours Per Year)

9b. Apprentice Wages for Related Instruction ☐ Will Be Paid ☐ Will Not Be Paid

9c. Related Training Instruction Source

10. Wages: (Instructions on reverse)

10a. Pre-Apprenticeship Hourly Wage $ _____ 10b. Apprentice's Entry Hourly Wage $_____ 10c. Journeyworker's Hourly Wage $_____

Check Box	Period 1	2	3	4	5	6	7	8	9	10
10d. Term ☐ Hrs., ☐ Mos., or ☐Yrs.										
10e. Wage Rate (Mark one) % ☐ or $ ☐										

11. Signature of Sponsor's Representative(s) Date Signed

12. Signature of Sponsor's Representative(s) Date Signed

13. Name and Address of Sponsor Designee to Receive Complaints (If applicable)

PART C: TO BE COMPLETED BY REGISTRATION AGENCY

1. Registration Agency and Address

2. Signature (Registration Agency)

3. Date Registered

4. Apprentice Identification Number (Definition on reverse):

SAMPLE

Program Definitions and/or Instructions:

Part A

Item 4.a. Definition - Ethnic Group:

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Item 4.b. Definitions - Race:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Item 7b. Instructions:

Indicate any career linkage (definitions follow) or direct entry. Enter "None" if no career linkage or direct entry applies.

Career linkage includes participation in programs that provided employment, training and other services to adults, youth and dislocated workers. Funds for these activities are provided by the U.S. Department of Labor/Employment and Training Administration (U.S. DOL/ETA) to states and local communities.

One-Stop Referral. Includes Workforce Investment Act (WIA) and Employment Services (ES) participants referred to the Registered Apprenticeship program and/or apprentices that receive WIA funded services that support their participation in their Registered Apprenticeship program.

Trade Adjustment Assistance. Includes trade-affected workers who have become unemployed as a result of increased imports or shifts in production out of the United States.

Job Corps. Youth ages 16-24 years usually receiving services in a residential setting.

YouthBuild. Program transferred from the U.S. Department of Housing and Urban Development (HUD) to U.S. DOL/ETA in September 2006. It assists youth ages 16-24 to obtain education and skill training and advance toward post-secondary education and career pathways in construction and other high growth, high demand occupations while building affordable housing in their communities.

School-to-Registered Apprenticeship. Program designed to allow high school youth ages 16 - 17 to enter a Registered Apprenticeship program and continue after graduation with full credit given for the high school portion.

HUD/STEP-UP. Developed in conjunction with HUD. The program provides the actual apprenticeship experience and the framework for moving into high-skill Registered Apprenticeship.

Direct Entry. A graduate from an accredited technical training school, Job Corps training program, Youth Build Program, or a participant in a military apprenticeship program, any of which training is specifically related to the occupation and incorporated in the Registered Apprenticeship standards. Also, insert the name of the program.

Part B

Item 2.b.1. Interim Credentials. Based on program standards that utilize the competency-based or hybrid training approach, and, upon request of the program sponsor, the credentials are issued as certificates by the Registration Agency. Interim credentials provide certification of competency attainment by an apprentice.

Item 3. Occupation Training Approach. The program sponsor decides which of the three training methods to use in the program as follows:

3.a. Time-Based Training Approach - apprentice required to complete a specific number of hours of on-the-job learning (OJL) and related training instruction (RTI).

3.b. Competency-Based Training Approach - apprentice required to demonstrate competency in defined subject areas and does not require any specific hours of OJL or RTI; or

3.c. Hybrid-Training Approach - apprentice required to complete a minimum number of OJL and RTI hours and demonstrate competency in the defined subject areas.

Item 4. Term (Hrs., Mos., Yrs.). Based on the program sponsor's training approach. See Part B, Item 4. Available in the terms of the Apprenticeship Standards.

Item 5. Probationary Period (Hrs. Mos., Yrs.) Probation period cannot exceed 25 percent of the length of the program or one year, whichever is shorter.

Item 7. Term Remaining (Hrs., Mos., Yrs.). After Part B, Item 6., Credit for Previous Experience (Hrs., Mos., Yrs.) is determined by the program sponsor. The Term Remaining (Hrs., Mos., Yrs.) in Part B, Item 7., for the apprentice to complete the apprenticeship is based on the training approach indicated above in Part B, Item 3. The term remaining is available in the terms of the Apprenticeship Standards.

Item 10. Wage Instructions:

10a. Pre-Apprentice hourly wage: sponsor enters the individual's hourly wage in the quarter prior to becoming an apprentice.

10b. Apprentice's entry hourly wage (hourly dollar amount paid): sponsor enters this apprentice's entry hourly wage.

10c. Journeyworker's wage: sponsor enters wage per hour.

10d. Term: sponsor enters in each box the apprentice schedule of pay for each advancement period based on the program sponsor's training approach. See Part B, Item 3., and is available in the terms of the Apprenticeship Standards.

10e. Percent or dollar amount: sponsor marks one.

Note: 10c. If the employer is signatory to a collective bargaining agreement, the journeyworker's wage rate in the applicable collective bargaining agreement is identified. Apprenticeship program sponsors not covered by a collective bargaining agreement must identify a minimum journeyworker's hourly wage rate that will be the basis for the progressive wage schedule identified in Item 10e. of this agreement.

10d. The employer agrees to pay the hourly wage rate identified in this section to the apprentice each period of the apprenticeship based on the successful completion of the training approach and related instructions outlined in the Apprenticeship Standards. The period may be expressed in hours, months, or years.

10e. The wage rates are expressed either as a percent or in dollars and cents of the journeyworker's wage depending on the industry.

SAMPLE

Example (Time-based approach) - 3 YEAR APPRENTICESHIP PROGRAM

Term	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
hrs., mos., yrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.
%	55	60	65	70	80	90

Example (Time-based approach) - 4 YEAR APPRENTICESHIP PROGRAM

Term	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8
hrs., mos., yrs.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.
%	50	55	60	65	70	75	80	90

Item 13. Identifies the individual or entity responsible for receiving complaints (Code of Federal Regulations, CFR, Title 29 part 29.7(k)).

Part C.
Item 4. Definition: The Registered Apprenticeship Partners Information Data System (RAPIDS) encrypts the apprentice's social security number and generates a unique identification number to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

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*The submission of your social security number is requested. The apprentice's social security number will only be used to verify the apprentice's periods of employment and wages for purposes of complying with the Office of Management and Budget related to common measures of the Federal job training and employment programs for measuring performance outcomes and for purposes of the Government Performance and Results Act. The Office of Apprenticeship will use wage records through the Wage Record Interchange System and needs the apprentice's social security number to match this number against the employers' wage records. Also, the apprentice's social security number will be used, if appropriate, for purposes of the Davis Bacon Act of 1931, as amended, U.S. Code Title 40, Sections 276a to 276a-7, and Title 29 CFR 5, to verify and certify to the U.S. Department of Labor, Wage and Hour Division, that you are a registered apprentice to ensure that the employer is complying with the geographic prevailing wage of your occupational classification. Failure to disclose your social security number on this form will not affect your right to be registered as an apprentice. Civil and criminal provisions of the Privacy Act apply to any unlawful disclosure of your social security number, which is prohibited.

The collection and maintenance of the data on ETA-671, Apprentice Registration – Section II Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and CFR 29 Part 29.1. The data is used for apprenticeship program statistical purposes and is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a.), in a system of records entitled, DOL/ETA-4, Registered Apprenticeship Partners Information Management Data System (RAPIDS) at the U.S. Department of Labor, Office of Apprenticeship,. Data may be disclosed to a State Apprenticeship Agency to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 USC 50. Send comments regarding this burden or any other aspect of this collection of information including suggestions for reducing this burden to the U.S. Department of Labor, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room N-5311, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0023.)

SAMPLE

APPENDIX C

AFFIRMATIVE ACTION PLAN

ADOPTED BY

WESTERN STATES
AREA JOINT APPRNTICESHIP COMMITTEE

AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED January 18, 2017 (OR SITE STATE LAWS/REGULATIONS)

DEVELOPED IN COOPERATION WITH THE
UNITED STATES DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP

APPROVED BY: _____
REGISTRATION AGENCY

DATE APPROVED: _____

SECTION I – PREAMBLE

In order to conform with Title 29, Code of Federal Regulations (CFR) Part 30 – Equal Employment Opportunity in Apprenticeship, the Area Joint Apprenticeship Committee, hereby adopts the following nondiscriminatory pledge and Affirmative Action Plan. The Area Joint Apprenticeship Committee enters into this Plan with good faith for the purpose of promoting equality of opportunity into its registered apprenticeship program.

This Plan is a supplement to the Apprenticeship Standards. It may be amended at a later date as experience dictates. Any changes/revisions made by the Area Joint Apprenticeship Committee shall first be reviewed and approved by the National Joint Apprenticeship Board before they are submitted to the Registration Agency for approval.

SECTION II – EQUAL OPPORTUNITY PLEDGE

In compliance with Section 30.3(b) of Title 29, CFR Part 30, as amended January 18, 2017, the Area Joint Apprenticeship Committee commits to the following Equal Opportunity Pledge:

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

SECTION III – AFFIRMATIVE ACTION PLAN

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the Area Joint Apprenticeship Committee pledges to the procedures and methods covered in Section IV. Affirmative Action also includes an analysis of the workforce in the areas in which this Plan operates at the time the Plan is executed. The purpose of the analysis is to determine the minority and female labor force in each Local area as provided by (State Labor Market Analysis Division). Once the labor force is determined, the Area Joint Apprenticeship Committee can determine if deficiencies exist in terms of underutilization of minorities and/or women in the Boilermaker trade. If underutilization exists, the Area Joint Apprenticeship Committee will attach goals and timetables (Workforce Analysis Form Attached) for the selection of minority and/or females (minority and nonminority) applicants into the apprenticeship program by **local area committee.**

SECTION IV – OUTREACH AND POSITIVE RECRUITMENT

The Area Joint Apprenticeship Committee pledges to engage in various outreach and positive recruitment activities by employing the following approach:

The Area Joint Apprenticeship Committee AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the Area Joint Apprenticeship Committee will set forth the specific steps they intend to take under each identified effort.**

The Area Joint Apprenticeship Committee will identify **a significant number of activities** in order to enable it to meet its obligation under Title 29, CFR Part 30.4(c).

> The Area Coordinator will be responsible for disseminating an announcement of apprenticeship openings semi-annually (and at least 30 days in advance of apprenticeship openings) to the following agencies/organizations located in the area covered by the program:
>
> - Registration Agency

- Community organizations in the geographic area from which the work force is normally drawn for the available work
- Job Corps Centers in the area
- Local School Districts in the geographic area from which the work force is normally drawn for the available work
- One Stop Centers (Employment Service Offices) in the geographic area from which the work force is normally drawn for the available work
- Press Releases and/or advertisements in newspapers and news media circulated in the minority and women's communities
- BNAP WEB Site
- Helmets to Hardhats WEB Site

The announcement shall include the nature of the Boilermakers Apprenticeship Program, the availability of apprenticeship opportunities, the sources for apprenticeship applications, the minimum qualifications required, required documentation, if applicable, and the equal opportunity policy of the Area Joint Apprenticeship Committee.

Applications will be accepted year round, but no less than once a month.

The Area Coordinator will be responsible for updating annually, the list of recruitment sources that will generate referrals from all demographic groups within the area's relevant recruitment area and identifying a contact person, mailing address, telephone number, and e-mail address for each recruitment source.

The Area Coordinator, Area Committee members, and Local Committee will also undertake positive recruitment activities, which include:

- Assist guidance counselors at local schools in career counseling to encourage interest in the Boilermaker Apprenticeship Program
- Actively participate in workshops conducted by employment service agencies (one-stop centers) for the purpose of familiarizing school employment service and other appropriate personnel about the Boilermakers Apprenticeship Program and the opportunities
- Cooperate with school boards and vocational education systems to develop programs for preparing students to meet the minimum requirements for entry in the Boilermaker Apprenticeship Program
- Seek the voluntary participation of both women and minority apprentices and journey workers in recruitment efforts undertaken by the Area Coordinator
- Internally communicate the sponsor's equal opportunity policy in order to foster understanding, acceptance, and support among supervisors and employees in order to aid the Area Joint Apprenticeship Committee in meeting its positive recruitment obligations
- Participate in community programs for the positive recruitment and preparation of potential minority and female applicants for apprenticeship
- Utilize journey workers to assist in the implementation of sponsor's affirmative action program

SECTION V – ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The Area Joint Apprenticeship Committee shall review its affirmative action plan, including goals and timetable for **each local area**, annually and make appropriate changes to the extent necessary to obtain maximum effectiveness.

The area Joint Apprenticeship Committee will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the AJAC for evaluating the positive impact, as well as

the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The AJAC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activity(ies). All changes to the AAP must be submitted to the Registration Agency for approval. The AJAC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

SECTION VI – OFFICIAL ADOPTION

This Affirmative Action Plan is officially adopted by the Western States Area Joint Apprenticeship Committee.

_____ 12/7/2017

Signature – Chairperson Date

Larry Jansen

Typed/Printed Name

_____ 12/7/2017

Signature – Secretary Date

Tom Baca

Typed/Printed Name

REGISTERED BY THE REGISTRATION AGENCY:

_____ _____

Signature Date

_____

Typed/Printed Name

AFFIRMATIVE ACTION PLAN
ANALYSIS WORKSHEET

Occupational Title: _____ **RAIS Code:** _____

Sponsor: _____

Address: _____ **O*NET-SOC Code:** _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Type of selection method used:** _____

Labor Market Area: _____

LABOR MARKET AREA DATA

Total Labor Force in Labor Market Area: _____

Number of Women: _____ **(%) of Labor Force**

Number of Minority: _____ **(%) of Labor Force**

Working Age Population in Labor Market Area: _____

Number of Women: _____ **(%) of working age population**

Number of Minority: _____ **(%) of working age population**

The General Availability of Minorities and Women with the Present or Potential Capacity for Apprenticeship.

Number of Women: _____

Number of Minority: _____

SPONSOR'S WORKFORCE DATA

Journeyworkers: _____

Number of Women: _____ **(%) of Journeyworkers**

Number of Minority: _____ **(%) of Journeyworkers**

Apprentices: _____

Number of Women: _____ **(%) of Apprentices**

Number of Minority: _____ **(%) of Apprentices**

SAMPLE

DETERMINATION OF UTILIZATION

Minority Underutilization: Yes _____ No _____

Female Underutilization: Yes _____ No _____

(Note: all factors need not be weighted equally.)

SPONSOR'S GOALS:

The sponsor agrees to make good faith efforts to attain the goal of selecting _____% minorities and _____% women during the next year or hiring period. These goals shall not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

Estimated Number of new apprentices to be hired next year:

_____	_____
Sponsor's Signature	**Approved by Agency**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

SAMPLE

APPENDIX D

SELECTION PROCEDURES

ADOPTED BY

WESTERN STATES
AREA JOINT APPRNTICESHIP COMMITTEE

DEVELOPED IN COOPERATION WITH THE
UNITED STATES DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP

APPROVED BY: _____
REGISTRATION AGENCY

DATE APPROVED: _____

The certification of this selection procedure is not a determination that, when implemented, it meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR part 60-3) or Title 29, CFR part 30.

SECTION I – MINIMUM QUALIFICATIONS

Applicants accepted and registered as apprentices must 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. The JATC will establish qualifications regarding minimum age limits. *(Applicant must provide evidence of minimum age respecting any applicable State Laws or regulations.)* Apprentices must not be less than 16 years of age.

B. Education — Applicants shall be high school graduates or provide proof of equivalent educational attainment, such as successful completion of GED. Each applicant shall submit a copy of their high school transcript or official report of GED test results if these documents will verify graduation.

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 physical agility test, fitness test, or screen for the current illegal use of drugs, if applicable, on acceptance into the program and prior to being employed.

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

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

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

SECTION II – APPLICATION PROCEDURES

A. Applications shall be accepted year round, but at least once a month at the Local level by the Local Apprentice Representative. All persons requesting an application shall have one made available upon signing the applicant log.

B. All applications shall be identical in form and requirements. The application form shall be numbered in sequence corresponding with the number appearing on the applicant log so that all applications

can be accounted for. Columns will be provided on the applicant log to show race/ethnic and gender identification and the progress by dates and final disposition of each application.

C. Before completing the application, each applicant will be required to read the Apprenticeship Standards and will be informed of the basic qualifications and documents needed to complete the application.

D. Receipt of the properly completed application form, along with required supporting documents, if applicable, shall constitute the completed application.

E. The Local Area Representative will review the applications received from applicants, checking for completeness.

F. Completed applications, including the Applicant Log, will be forwarded to the Area Coordinator who will check all applications to insure they meet the minimum age requirement. Applicants deficient in one or more qualifications or requirements will be notified in writing by the Area Coordinator of the disqualification. The applicant will also be notified of the appeals right available to them. No further processing of the application will be taken.

SECTION III – SELECTION PROCEDURES

A. The Area Joint Apprenticeship Committee will utilize referrals from the Helmets to Hardhats Program. Applicants for up to twenty-five percent (25%) of the available openings of each apprenticeship class will first be sought using referrals from the Helmets to Hardhats Program. Veterans who meet the requirements for entry into the Helmets to Hardhats Program will be eligible for referral to the Area Joint Apprenticeship Committee upon verification from the Helmets to Hardhats Program that the veteran(s) has a transferable skill in an apprenticeable occupation. Referrals from the Helmets to Hardhats Program will be done pursuant to the procedures established by the Helmets to Hardhats Program. Supervision of the selection process shall be done by the Helmets to Hardhats Program. Entry of veterans into the Program will be done without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or disability.

B. The Area Joint Apprenticeship Committee will utilize selection method #2 (Random Selection From Pool of Eligible Applicants).

C. Supervision of the random selection process shall be done by an impartial person(s) selected by the Area Coordinator. This person(s) will not be associated with the administration of the apprenticeship program. The processing of the list must be witnessed by an independent third party.

D. The time and place of the selection, and the number of apprentices to be selected, shall be done following the Screening Orientation and at the same location as the Screening Orientation. It shall be announced. The place of the selection shall be open to all applicants and the public. The names of apprentices drawn by this method shall be posted immediately following the selection at the Area Joint Apprenticeship Committee's and Local Office place of business.

E. The Area Coordinator will send the applicants a letter informing them of their placement on the Random Selection Applicant Roster.

F. The Area Coordinator will provide the Local Committee with the final Applicant Roster based on the outcome of the random selection process.

G. As openings for the registration of new apprentices occur, applicants will be notified of selection by telephone. It shall be the responsibility of the applicant to keep the Local Area Committee informed of their current mailing address and phone number. The Local Area Committee should inform the Area Coordinator of any changes received for applicant addresses/phone numbers.

H. If the applicant cannot be reached by phone within two (2) days, a certified letter, return receipt requested, will be sent. If no response is received within ten (10) working days form the written notice of selection, the applicant's name will be removed from the list. Only one certified notice will be mailed.

I. Qualified applicants remaining on a preceding eligibility pool will automatically be carried forward on the new eligibility pool and placed above those from the current pool of eligibles for a period of two (2) years, unless the applicant has been removed from the list by their own written request or following failure to respond to an apprentice opening. Applicants who were not placed during the two (2) year period that were in the eligibility pool will be required to reapply.

SECTION IV – COMPLAINT PROCEDURE

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

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

(907) 276-3177, Phone (Anchorage Area): (907) 274-4692, TTY/TDD Toll-Free Complaint Hot Line (in-state only): (800) 478-3177, Website: https://humanrights.alaska.gov; **Arizona**: Arizona State Attorney General, Civil Rights Division, 1275 West Washington Street, Phoenix, AZ 85007-2926, Tel: (602) 542-5263 - TDD (602) 542-5002 or (877) 491-574 - TDD (877) 624-8090, Fax: (602) 542-8885, Website: www.attorney-general.state.az.us/civil_rights; **California**: California Department of Fair Employment and Housing - Elk Grove, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758, (800) 884-1684, Videophone (916) 226-5285, TDD (800) 700-2320, Website: http://dfeh.ca.gov/Offices.htm; **Colorado**: Colorado Civil Rights Division, 1560 Broadway Suite 1050, Denver, CO 80202, Tel: (303) 894-2997 or 800-262-4845, Hotline Español: 720-432-4294, Email: CCRD@dora.state.co.us, Website: www.dora.state.co.us/civil-rights; **Hawaii**: Hawaii Civil Rights Commission, 830 Punchbowl St. Room 411, Honolulu, HI 96813, Tel: (808) 586-8636, TDD/TTY: (908) 586-8692, Neighbor Islands, call toll free: Kaua'i: 274-3141, Ext. 6-8636#, Maui: 984-2400, Ext 6-8636#, Hawai'i: 974-4000, Ext. 6-8636#, Lana'I & Moloka'i: 1-800-468-4644, Ext. 6-8636#, Email: DLIR.HCRC.INFOR@hawaii.gov, Website: http://labor.hawaii.gov/hcrc; **Idaho**: Idaho Human Rights Commission, 317 West Main Street, 2nd Floor, Boise, ID 83735-0660, (208) 334-2873, (208) 334-2664 (Fax), (888) 249-7025 (Toll Free), Dial 711 for Idaho Relay Services, Email: Inquiry@ihrc.idaho.gov, Website: humanrights.idaho.gov; **Montana**: Montana Human Rights Bureau, P.O. Box 1728, Helena, MT 59624, (406) 444-4356 or 1-800-542-0807, Fax: (406) 444-4140, Telephone Relay Service: 711, Website: http://erd.dli.mt.gov/human-rights; **Nevada**: Nevada Equal Rights Commission, Equal Rights Commission Las Vegas, 1820 East Sahara Avenue, Suite 314, Las Vegas, NV 89104 Tel: (702) 486-7161, Fax: (702) 486-7054; Equal Rights Commission Northern Nevada, 1325 Corporate Blvd., Room 115, Reno, NV 89502, Tel: (775) 823-6690, Fax: (775) 688-1292, Website: http://detr.state.nv.us/nerc.htm; **New Mexico**: Human Rights Bureau, 1596 Pacheco Street, Santa Fe, NM 87505, Office: (505)827-6838, Toll-free: (800)566-9471, Fax: (505) 827-6878, Website: www.dws.state.nm.us; **Oregon**: Oregon Bureau of Labor and Industries, Civil Rights Division, 800 NE Oregon Street, Suite 1045, Portland, Oregon 97232, English: (971) 673-0764, Español: (971) 673-2818, Fax: (971) 673-0765, Email: Correo Electrónico - crdemail@boli.state.or.us, Website: http://www.oregon.gov/BOLI/pages/index.aspx; **Utah**: Utah Antidiscrimination & Labor Division, 160 East 300 South, 3rd Floor, P.O. Box 146640, Salt Lake City, UT 84114-6640, Phone: 801-530-6801 or 1-800-222-1238, TDD 801-530-7685, Email: discrimination@utah.gov, Website: https://laborcommission.utah.gov/divisions/AntidiscriminationAndLabor; **Washington**: Washington State Human Rights Commission, 711 South Capitol Way, Suite 402, P.O. Box 42490 Olympia, WA 98504-2490, Tel:(360) 753-6770, Statewide Toll Free: (800) 233-3247, Statewide TTY Toll Free: (800) 300-7525, Fax: (360) 586-2282, Website: http://www.hum.wa.gov; **Wyoming**: Wyoming Department of Employment Labor Standards, Fair Employment Program, 1510 E. Pershing, West Wing, Suite 2015, Cheyenne, WY 82002, (307) 777-7261, Fax: (307) 777-5633, Website: http://www.wyomingworkforce.org/businesses/labor.

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

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

SECTION V – MAINTENANCE OF RECORDS

All records, including Announcement of Openings, Apprentice Applicant Logs, Applications and all supporting documents for each processing cycle, Test Results, Ranking Lists, and other records relating to the selection and employment of apprentices shall be retained for a period of five (5) years and made available upon request to the U.S. Department of Labor, Bureau of Apprenticeship and Training.

SECTION VI - OFFICIAL ADOPTION OF SELECTION PROCEDURES

The foregoing Selection Procedures are hereby officially adopted by Area Joint Apprenticeship Committee on this day 7 of December, 2017.

_____ December 7, 2017

Chairperson Date

Larry Jansen

Typed/Printed Name

_____ December 7, 2017

Secretary Date

Tom Baca

Typed/Printed Name