Cianbro Corporation



August 31, 2020

Teri Gardner 8-31-2020

Jody Robbins, State Director Department of Labor & Industries, Apprenticeship Section PO Box 44560 Olympia, WA 98504-4530

RE: Request for Apprenticeship Reciprocity

Dear Mr. Robbins:

On March 3, 2020, Cianbro submitted a request for reciprocal approval in Washington State for our registered Maine Apprenticeship Program standards. On July 16, 2020, the Washington State and Training Council denied this request due to concerns with a variety of competitor objections claiming deficiencies with our standards.

We have made adjustments/clarifications to our program and are resubmitting for reciprocal approval in Washington State. Please note our Maine Apprenticeship Program Standards documents lists all of the occupations for which we have a registered program. However, we are specifically applying for reciprocity only in the disciplines of Pipefitter, Carpenter and Boilermaker, as these are the disciplines currently applicable to our work in Washington State. Please see the attached updated documents for your review and consideration. We look forward to our apprentices having on-the-job learning opportunities at our Washington State projects.

Workforce development has always been a top priority at Cianbro. In 2007, we formed the Cianbro Institute, to provide team members with professional growth opportunities for lifelong learning. Our programs include, but are not limited to, educational opportunities within the skilled trades, safety, and leadership development. We have the ability to hold educational programs at our fixed based locations or when the needs arise, our instructors can travel to our team members.

Our apprenticeship programs are the foundation for our craft workforce development. We are very proud of our national award winning NCCER certified instructors, who are skilled tradespeople in the disciplines that they teach. We have been a registered sponsor of apprenticeship in Maine for the past 21 years and the current sponsor of about 90 apprentices across seven different construction occupations.

As a subsidiary of Cianbro, Starcon International is nationally recognized for exemplary safety performance, is a full-service contractor offering comprehensive industrial and mechanical services in the refining, chemical, natural gas processing and food and beverage industries nationwide. Starcon's team members and apprentices will be performing the work in Washington State. The nature of our work in Washington is relatively short in duration (turnarounds – usually a 6-week timeline). Therefore, our team members may or may not live in Washington, as they

will travel to the next project upon completion. This is one of the reasons we have developed multiple NCCER certified instructors throughout our organization - to ensure team members can receive their related technical instruction.

Please note, should reciprocal approval of our apprenticeship programs be granted, Cianbro understands and agrees to meet the wage and hour provisions and apprenticeship ratio standards of Washington State as required.

Thank you for your consideration.

Very truly yours,

Cianbro Corporation

Tomin A. lafa

Dan Coffey Director of the Cianbro Institute

Teri Gardner 8-31-2020

STANDARDS

OF

APPRENTICESHIP

CIANBRO COMPANIES

PO Box 1000, Pittsfield, ME 04967 101 Cianbro Square, Pittsfield, ME 04967



In cooperation with the Maine Apprenticeship Council and the Maine Department of Labor Apprenticeship Program 55 State House Station, Augusta, ME 04333 207-623-7981

August 31, 2020



CIANBRO is currently approved by the Maine Apprenticeship Council to deliver the following registered apprenticeship programs to their apprentices as of February 29, 2020:

BOILERMAKER

O*NET SOC CODE 47-2011.0

CARPENTER O*NET SOC CODE 47-2031.00

CRANE OPERATOR

O*NET SOC CODE 53-7021.00

ELECTRICIAN O*NET SOC CODE 47-2111.00

IRONWORKER O*NET SOC CODE 47-2221.00

LINE WORKER O*NET SOC CODE 49-9051.00

MILLWRIGHT O*NET SOC CODE 49-9044.00

O*NET SOC CODE 47-2152.01

SUBSTATION TECHNICIAN

O*NET SOC CODE 49-2095.00

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APPENDIX FAPPINIATIVE ACTION FLAN (AAP) (IT Applicable)APPENDIX FSAMPLE EMPLOYER AGREEMENT (If Applicable)



These Apprenticeship Standards have as their objective, the training of skilled professionals versed in all phases and aspects of the identified occupation(s). As a registered sponsor of apprenticeship, it is recognized that to accomplish this, there must be well-developed on-the-job learning combined with a related technical instruction program leading to a nationally recognized credential.

It is the desire of this sponsor to cooperate with the Maine Apprenticeship Program and Maine Apprenticeship Council in the training of apprentices and to assure the apprentices that, if they diligently apply themselves, they will be afforded an opportunity to become skilled professionals.

This recognition of a well-developed program and desire to produce skilled professionals has resulted in the development of these Standards of Apprenticeship. They were developed with the Maine Apprenticeship Program in accordance with the basic standards required by the US Department of Labor Office of Apprenticeship Employment and Training Administration conforming to the requirements of Title 29, Code of the Federal Regulations Parts 29 and 30. https://doleta.gov/OA/regulations.cfm

THE BENEFIT OF APPRENTICESHIP

Through registered apprenticeship, we have opportunity to systematically examine the needs of industry and then address those needs in a structured way to fulfill the needs of our Community. Quality and adaptability characterize apprenticeship and thus provides a positive match for the diverse population of our resident employer base.

Experience has demonstrated that a practical and sound method of preparing workers for employment in credentialed occupations is through planned registered apprenticeship – a training concept which provides for employment and training under actual job conditions supervised by skilled professionals and at wages commensurate with the Apprentice's skill.

Registered apprenticeship has a well-respected history as an effective training tool. Registered apprenticeship has evolved as a training system for occupations requiring a wide range of skills and knowledge. It involves planned, day-to-day learning on the job under proper supervision, combined with related technical instruction. The registered apprenticeship approach to training skilled workers that learn the skills of an occupation can be found throughout recorded history in nearly all areas of the world.



DEFINITIONS RETURN

- <u>APPRENTICE</u>: Any individual employed by the Sponsoring Employer, meeting the qualifications described in the Standards of Apprenticeship, who has signed an Apprenticeship Agreement with the Sponsoring Employer providing for training and related instruction under the Standards, and who is registered with the Maine Apprenticeship Program.
- <u>APPRENTICESHIP ADMINISTRATOR</u>: An individual designated by the Sponsoring Employer or Intermediary to supervise or have charge and direction of administering the apprenticeship program.
- <u>APPRENTICE APPLICANT:</u> One who is selected and/or gainfully employed by a Sponsoring Employer, who submits application into the approved apprenticeship program having met the minimum qualifications for apprenticeship as described below in Section IX of these standards, thereby qualifying for registration into the apprenticeship program.
- <u>APPRENTICESHIP AGREEMENT</u>: The written agreement between the Apprentice and the Sponsoring Employer setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Participation Agreement must be registered with the Maine Apprenticeship Program.
- <u>APPRENTICESHIP & TRAINING COMMITTEE</u>: Apprenticeship & Training Committee means those persons designated by the Program Sponsor and the Sponsoring Employers that will act to support the administration of the program.
- <u>APPROVING / REGISTRATION AGENCY</u>: The Maine Apprenticeship Program, Maine Department of Labor or Registered Intermediary Agency as recognized by the U.S. Department of Labor.
- <u>CERTIFICATE OF COMPLETION OF APPRENTICESHIP</u>: The Certificate of Completion of Apprenticeship issued by the Maine Apprenticeship Program to those registered Apprentices certified and documented as successfully completing the Apprentice training requirements outlined in these Standards of Apprenticeship.
- <u>COMPETENCY–BASED OCCUPATIONAL PROGRAM</u>: (IF APPLICABLE) Means the attainment of manual, mechanical or technical skills and knowledge, as specified by an occupation standard and demonstrated by an appropriate written and hands-on proficiency measurement.
- <u>ELECTRONIC MEDIA</u>: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the Internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic devices and/or interactive distance learning.
- <u>EMPLOYER</u>: Will mean any business or employer member employing an Apprentice(s) under this apprenticeship and training standard and a registered employer acceptance agreement. See also, the definitions of Sponsoring Employer.
- <u>EMPLOYER ACCEPTANCE AGREEMENT</u>: The written agreement between a Sponsoring Employer and either the Maine Apprenticeship Program or an Intermediary Agency for the purposes of apprenticeship program development and implementation.
- <u>HYBRID OCCUPATIONAL PROGRAM</u>: (IF APPLICABLE) The hybrid approach measures the individual Apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-joblearning and the successful demonstration of competency as described in a work process schedule.
- <u>INTERIM CREDENTIAL</u>: A credential issued by the Maine Apprenticeship Program upon request of the Program Sponsor that certifies attainment of a level of manual or technical skills and knowledge as specified by an occupational standard. Interim credentials can only be issued for recognized components of an apprenticeable occupation as identified by an appropriate job task analysis.



- <u>INTERMEDIARY AGENCY</u>: An Intermediary Agency can be a Joint Apprenticeship Training Council, a Group Non-Joint Apprenticeship Training Council comprised of representatives from industry having experience with registered apprenticeship and industry and education requirements, typically in the form of an Association, Union or Signatory Employers identified through collective bargaining that acts to administer apprenticeship programs through its members. An Intermediary Agency works directly with the Maine Apprenticeship Program for final registration actions.
- <u>JOURNEYWORKER</u>: 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 skills 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 their employer as being fully qualified to perform the work of the trade, craft or occupation and to provide training to others.
- <u>NAICS CODE</u>: The North American Industry Classification System (NAICS) codes and titles classify the program sponsor based on the activities in which they are primarily engaged.
- <u>O*NET-SOC CODE</u>: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system used by the federal Office of Management and Budget for use in collecting statistical information on occupations.
- <u>ON-THE-JOB LEARNING (OJL)</u>: Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.
- <u>PROGRAM SPONSOR</u>: The Sponsor in whose name the Standards of Apprenticeship will be registered, and which will have the responsibility for administration and operation of the apprenticeship program as outlined in these Standards.
- <u>PROVISIONAL REGISTRATION</u>: Means the 1-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Maine Apprenticeship Program, as provided for in the criteria describe in §29.3 (g) and (h).
- <u>RAPIDS (REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM)</u>: The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to Apprentices and apprenticeship programs. <u>https://dol.appiancloud.com/suite/sites/oa-qpr</u>. Where access is granted, Sponsoring Employers will have the ability to manage their apprentice enrollments in RAPIDS themselves for greater control over their programs.
- <u>REGISTRATION AGENCY</u>: Means the U.S. Department of Labor, Office of Apprenticeship that has responsibility for registering apprenticeship programs and Apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

State of Maine Office of Apprenticeship contact information:



Director of Apprenticeship 207-623-7981

Maine Department of Labor – Bureau of Employment Services 55 State House Station, Augusta, ME 04333-0055



- <u>RELATED INSTRUCTION</u>: An organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through the program sponsor, a Community College's occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Intermediary or Registration Agencies.
- <u>SPONSOR</u>: The apprentices' employer, an association of employers, an organization of employees or a joint apprenticeship training committee, whichever is sponsoring the Apprenticeship Program.
- <u>SPONSORING EMPLOYER</u>: An individual employer that administers an apprenticeship program registered by the Maine State Office of Apprenticeship in accordance with these Standards of Apprenticeship through a participation agreement (Appendix F) with either the Intermediary Agency or the Maine Apprenticeship Program.
- <u>STANDARDS OF APPRENTICESHIP</u>: This entire document including these definitions and attached appendices and any future modification or additions approved by the Maine Apprenticeship Program.
- <u>SUPERVISOR OF APPRENTICESHIP</u>: An individual designated by the Sponsor to supervise or have direct charge and direction of an Apprentice.
- <u>TIME-BASED PROGRAM</u>: (IF APPLICABLE) A program approach that measures skill acquisition through the completion of at least 2000 hours of on-the-job learning and a minimum of 144 hours of related instruction for each program year as described in a work process schedule.
- <u>TRANSFER OF APPRENTICE</u>: A documented shift of Apprenticeship administration / agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between all involved parties and in which credit for assessed prior training and experience is granted.



SECTION I PROGRAM ADMINISTRATION

CIANBRO COMPANIES is responsible for the administration of all aspects of this Registered Apprenticeship program. At their discretion, CIANBRO COMPANIES may establish an Apprenticeship and Training Committee (ATC) to carry out the duties and responsibilities required of an Intermediary Agency or Individual Program Sponsor as described in these Standards of Apprenticeship. Full details are delineated in Section IV of Appendix D, Duties and Responsibilities.

Duties and responsibilities of an Individual Program Sponsor are detailed in Section I of Appendix D.

SECTION II REGISTRATION OF PROGRAM

RETURN

These Standards of Apprenticeship shall be submitted to the Maine Apprenticeship Council for review and official approval. Such approval is required before any implementation of this program can begin.

SECTION III UNION AGREEMENTS

RETURN

Nothing in these standards shall be interpreted as being inconsistent with existing or subsequent bargaining agreements between the sponsor and a union.

SECTION IV EQUAL OPPORTUNITY (EO) PLEDGE Title 29 CFR 29.5 (b)(21) & 30.3(c)

The sponsor commits to the following pledge:

CIANBRO COMPANIES will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. CIANBRO COMPANIES 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 V AFFIRMATIVE ACTION PLAN (AAP) Title 29 CFR 29.5 (b)(21) & 30.4

RETURN

If the Sponsoring Employer employs five or more Apprentices, the Sponsoring Employer will adopt an Affirmative Action Plan (AAP) as required under Title 29, CFR part 30. It will be attached as Appendix E.

Sponsoring Employers who have adopted an Affirmative Action Plan (AAP) under this Section may have additional minimum requirements than those listed below in Section VI, Qualifications for Apprenticeship. Additional requirements will be stated in Appendix C and made part of the Sponsoring Employers Acceptance Agreement.

When registered as an Intermediary Agency a list of all Sponsoring Employers, who have adopted an Affirmative Action Plan (AAP), will be made available to the Maine Apprenticeship Program upon request.



Each applicant must meet the following minimum requirements. Additional requirements may be established by the Intermediary Agency or Sponsoring Employer as appropriate and as designated in Appendix C:

- 1. Age: Applicants shall be at least 16 years. Applicants must provide evidence of minimum age relative to any applicable State Laws or regulations.
- 2. Education: Applicant is required to submit all appropriate records and transcripts for any education or experience they wish to receive program hour credit for. If the Applicant is a Veteran and wishes to receive consideration for military training and experience, a DD-214 must be submitted for verification.
 - For the purposes of a pre-apprenticeship program the Applicant must be enrolled as a full-time student in good academic standing with a minimum grade level of high school junior.
- 3. Physical Assessment: Must be physically capable of performing the essential functions of the apprenticeship program with or without a reasonable accommodation, and without imposing a threat to the health and safety of themselves and/or others. Apprentices may be required to pass a physical fitness test and/or an illegal drug screen test may be assessed for specific occupational aptitudes as a program entry requirement.

SECTION VII SELECTION PROCEDURES

RETURN

Selection of apprentices will be determined by CIANBRO COMPANIES and/or Sponsoring Employer(s). If a Sponsoring Employer employs five or more apprentices, the Sponsoring Employer will adopt an Affirmative Action Plan, which will be attached as Appendix E, and develop Selection Process as required under Title 29, CFR part 30.

The Sponsoring Employer selection process will be delineated in Appendix C, Qualifications and Selection Process.

SECTION VIII APPRENTICESHIP AGREEMENT Title 29 CFR 29.3(e) and 29.5(b)(11)

A written registration agreement shall exist between a Sponsoring Employer and each Apprentice (Appendix B) that is approved by the Maine Apprenticeship Council prior to implementation. This Agreement outlines the responsibilities and obligations of all parties with respect to each Apprentice's employment, training and wage schedule. The Apprenticeship Agreement shall be signed by all appropriate parties and sent to the Maine Apprenticeship Program within 45 days. Copies of signed Apprenticeship Agreements shall be sent to Apprentices and Sponsoring Employers by the Maine Apprenticeship Program.

Apprenticeship agreements can be submitted to the Maine Apprenticeship Program electronically through the U.S. Department of Labors Registered Apprenticeship Partners Information Data System (RAPIDS), or in paper format directly to the Maine Apprenticeship Program.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these standards, written rules and policies, and the Apprenticeship Agreement.



RATIO OF APPRENTICES SECTION IX RETURN

A numeric ratio of Apprentices to Mentors/Journeyworkers will be consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, with the ratio of Apprentices to Mentors/Journeyworkers being one (1) Apprentice to one (1) Mentors/Journeyworker whenever possible. The ratio language must be specific and clearly described as to its application on the job site, workforce or department and annotated in Appendix A

SECTION X **TERM OF APPRENTICESHIP**

Title 29 CFR 29.5(b)(2)

RETURN

The Term of the Apprenticeship shall be the attainment of the required On-the-Job-Learning hours supplemented by the required hours of Related Instruction as stated on the Schedule of Work Experience, Appendix A, for each occupation as outlined in Appendix A.

Full credit shall be given for probationary periods as described in Section XI and credit for previous experience shall be considered based on supporting documentation submitted by the applicant as described in Section XIV.

PROBATIONARY PERIOD SECTION XI RETURN

Title 29 CFR 29.5(b)(8), (b)(20)

All applicants selected for apprenticeship will serve a probationary period of no more than 25% of the term length of the occupation in which they are being trained.

During the probationary period either the Apprentice or the Sponsoring Employer may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary Apprentice will be reviewed prior to the end of the probationary period. Records may 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 evaluated as satisfactory after a review of the probationary period will 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 Sponsoring Employer for reasonable cause after documented due notice to the Apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsoring Employer will provide written notice to the Apprentice, the Maine Apprenticeship Program and the Intermediary Agency (if applicable) of the final action taken.

HOURS OF WORK SECTION XII

RETURN

Apprentices shall work the same hours and be subject to the same conditions that govern skilled professionals employed by CIANBRO COMPANIES and/or Sponsoring Employer(s) in the occupation. Overtime hours worked will be credited toward completion of apprenticeship based on actual hours worked.

CIANBRO COMPANIES and/or Sponsoring Employer(s) understands that apprentices are required to attend related instruction classes and that, absent a bona fide emergency, work will not be scheduled to conflict with an apprentice's class schedule.



Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence in On-the-Job-Learning and in Related Instruction. Before an Apprentice is advanced to the next segment of training, the Sponsoring Employer will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in Related Instruction courses. In determining whether satisfactory progress has been made, the Sponsoring Employer will be guided by the Schedule of Work Experience, Appendix A, records and reports.

The progressive wage schedule will be an increasing dollar amount. The dollar amounts, segments of progression, and the minimum applicable Journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). When an Intermediary Agency structure is being utilized a Sponsoring Employer must show their wage rates on an Employer Acceptance Agreement (Appendix F).

In no case, will the starting wages of Apprentices be less than that required by any minimum wage law which may be applicable.

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

Apprentices, who have previous training and/or related education in the occupation for which they intend to apprentice, may receive credit toward the term of apprenticeship. Apprentices seeking credit must furnish documentation and demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsoring Employer must submit the request at the time of application and furnish such records to CIANBRO COMPANIES to substantiate the claim. Applicants requesting such credit who are selected into the apprenticeship program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by CIANBRO COMPANIES during the probationary period when actual on-the-job and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance and demonstrated skill and knowledge during the probationary period.

An Apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Maine Apprenticeship Program will be advised of any credit granted and the wage rate to which the Apprentice is advanced.

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

SECTION XV SCHEDULE OF WORK EXPERIENCE Title 29 CFR 29.5(b)(3)

The apprentice shall receive instruction and work experience in all aspects of the occupation as listed in Appendix A, the Schedule of Work Experience. Training hours for individual Apprentices shall be recorded and maintained for each category in the work process and maintained as part of the Apprentice's record.



SECTION XVI RELATED INSTRUCTION

RETURN

Each Apprentice will complete Related Instruction coursework as outlined in Appendix A. Apprentices who don't complete courses may be subject to termination by the Sponsoring Employer / Program Sponsor or may not attain the incremental wage increase.

Intermediary Agencies and/or Sponsoring Employers providing related in-house instruction will utilize instructors trained in teaching techniques and adult learning styles.

Maine Apprentices may opt to pursue a degree from the Maine Community College System:

- Apprentices must matriculate / register as degree students into this program on or before they take their first course of Related Instruction.
- Apprentices taking this option can earn eight credits per year up to 24 credits total for the practical On-the-Job-Learning.

Where instruction is not available locally, other forms of Related Instruction may be substituted if approved by the Maine Apprenticeship Program. Alternative education plans must cover material equivalent to the content of the Related Instruction outline and must include a mechanism to verify satisfactory understanding of instructional content.

To advance to the next level an Apprentice shall maintain a passing grade C or higher.

Whenever applicable, Related Instruction must specifically prepare the Apprentice for all required certification and/or licensing examinations that allow for or lead to full Journeyworker employment.

SECTION XVII SAFETY

RETURN

All Apprentices will receive instruction in safe and healthful work practices both On-the-Job-Learning and in Related Instruction that comply with the Occupational Safety and Health Administration (OSHA) 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.

SECTION XVIII SUPERVISION OF APPRENTICES

Title 29 CFR 29.5(b)(14)

Title 29 CFR 29.5(b)(9)

The apprentice shall be under the direct supervision of a skilled Mentor/Journeyworker who will be responsible for reviewing and recording the apprentice's skill proficiency outlined in these Standards. The Mentor/Journeyworker is responsible for making work assignments, providing On-the-Job-Learning and ensuring safety at the worksite.

Adequate supervision of an apprentice does not mean the Apprentice must be within eyesight or reach of the Mentor/Journeyworker, but; that the Mentor/Journeyworker knows what the Apprentice is working on, is readily available to the Apprentice, and is making sure the



Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

SECTION XIX CONTINUOUS EMPLOYMENT

RETURN

CIANBRO COMPANIES will use its best efforts to keep the Apprentice employed during the full term of apprenticeship. If any Apprentice is temporarily released due to business conditions, they shall be given the opportunity to be reinstated before any additional Apprentice is employed in the same occupation. The Apprentice will receive credit for any approved Related Instruction obtained during layoff. CIANBRO COMPANIES may arrange for the transfer of the Apprenticeship Agreement to another Sponsoring Employer after receiving the consent of the Apprentice and the new Sponsoring Employer and the approval of the Maine Apprenticeship Program.

RECORDS & PERIODIC EVALUATION SECTION XX RETURN

Each Apprentice is responsible for maintaining a record of their work experience / training Onthe-Job-Learning and Related Instruction and for having this record verified by their Mentor/Journeyworker. The Apprentice will authorize an effective release of their completed Related Instruction records from the Related Instruction authorities to the Sponsoring Employer and Intermediary Agency if applicable. Appendix A's 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 Sponsoring Employer and Intermediary Agency. These records will be included in each Apprentice's personnel file.

Before each period of advancement, or at any other time when conditions warrant, the Sponsoring Employer will evaluate the Apprentice's record to determine whether they have made satisfactory progress. If an Apprentice's Related Instruction or On-the-Job-Learning progress is found to be unsatisfactory, the Sponsoring Employer may determine whether the Apprentice will continue in a probationary status, or require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the Sponsoring Employer 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 the Sponsoring Employer will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.

MAINTENANCE OF RECORDS SECTION XXI RETURN

Title 29 CFR 29.5(b)(23)

CIANBRO COMPANIES is responsible for maintaining, at a minimum, the following records:

- Summary of the qualifications of each applicant •
- Basis of evaluation for selection or rejection of each applicant •
- Records pertaining to selection process •
- The original application
- Records of each apprentice's OJL •
- Related Instruction reviews and evaluations •
- Progress evaluations
- Record of job assignments, promotions, demotions, layoffs / terminations, rates of pay •
- Any other actions pertaining to the apprenticeship

CIANBRO COMPANIES will also maintain all records relating to apprenticeship applications (whether



selected or not) including, but not limited to, the Sponsor Employer's outreach, recruitment and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each Sponsoring Employer is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.12.

All such records are the property of CIANBRO COMPANIES and will be maintained for a period of 5 years from the date of last action. These records will be made available on request to the Maine Apprenticeship Program.

Apprentices will maintain a record of their On-the-Job-Learning experience and Related Instruction courses which are to be endorsed by their Mentor/Journeyworker at the end of each designated period. CIANBRO COMPANIES will evaluate whether enough progress has been made for the Apprentice to advance. Unsatisfactory progress may result in continuation of probationary status, corrective action, repetition of the segment of training, or cancellation from the program.

SECTION XXII CERTIFICATE OF COMPLETION

Title 29 CFR 29.5(b)(15)

RETURN

Upon satisfactory completion of all requirements of the Apprenticeship Program as established in these Standards of Apprenticeship, CIANBRO COMPANIES shall submit to the Maine Apprenticeship Program a Request for Certificate of Completion. A Certificate of Completion request may be made electronically through the Registered Apprenticeship Partners Information System (RAPIDS) or directly to the Maine Apprenticeship Program office.

The Maine Apprenticeship Program may request appropriate documentation for both the OJL and the Related Instruction.

SECTION XXIII NOTICE TO REGISTRATION AGENCY Title 29 CFR 29.3(d-e) and 29.5(b)(19)

The Maine Apprenticeship Program must be notified within **45 days** of all new Apprentices to be registered, suspensions, reinstatements, extensions, modifications, completions, cancellations or terminations as well as any relevant justifications. Any modifications to the Apprenticeship Agreement such as changes in the Journeyworker Wage Rate, length or term of the program, or activities of the program should also result in notification.

SECTION XXIV PROGRAM DEREGISTRATION

Title 29 CFR 29.8

RETURN

CIANBRO COMPANIES reserves the right to discontinue a program at any time and agrees to notify the Maine Apprenticeship Program and any affected Apprentices in writing within 15 days of any decision to cancel a program (whether voluntary or involuntary).

Deregistration may be initiated by the Maine Apprenticeship Program for failure on the part of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with state and federal regulations and procedures to conform to the requirements of Title 29, CFR part 29.8.

SECTION XXV AMENDMENTS OR MODIFICATIONS

Title 29 CFR 29.5 (b)(19)

These Standards may be amended or modified at any time by CIANBRO COMPANIES if no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to



the Maine Apprenticeship Program for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each Sponsoring Employer and Apprentice to whom the amendment or modification applies.

SECTION XXVI DISPOSITION OF COMPLAINTS RETURN

Title 29 CFR 29.5(b)(22) and 30(14)

CIANBRO COMPANIES will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding unless otherwise noted below.

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

Title 29 CFR 29.7(k)

CIANBRO COMPANIES and/or Sponsoring Employer 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. CIANBRO COMPANIES and/or Sponsoring Employer 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 Maine Apprenticeship Program 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 identified in Section I of Appendix D, Duties and Responsibilities.

Title 29 CFR 30.14(a)

Any Apprentice or applicant for apprenticeship who believes that he or she has been or is being discriminated against on the basis of race, color, religion, national origin, sex. sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in \$30.17, may, personally or through an authorized representative, file a written complaint with the Maine Apprenticeship Program with whom the apprenticeship program is registered, the Maine Human Rights Commission or the U.S. Equal Employment Opportunity Commission (EEOC)

- Maine Apprenticeship Program, Maine Department of Labor, Bureau of • Employment Services at 55 State House Station, Augusta, ME 04333-0055
- Maine Human Rights Commission at 51 State House Station, Augusta, ME 04333-0051
- U.S. Equal Employment Opportunity Commission (EEOC) may be reached at 1-800-669-4000 (toll-free) or 1-800-669-6820.

The complaint must be filed within 300 days of the alleged discrimination or specified failure to follow the equal opportunity standards. However, for good cause shown, the Maine Apprenticeship Program may extend the filing time. The time period for filing is for the administrative convenience of the Maine Apprenticeship Program and does not create a defense for the respondent.

A complaint must be in writing and must contain the following information:



- 1. The complainant's name, address and telephone number or other means for contacting the complainant.
- 2. The identity of the respondent (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.
- 4. The complainant's signature or the signature of the complainant's authorized representative.

SECTION XXVII TRANSFER

Title 29 CFR 29.5(13)

The transfer of an Apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the Apprentice and the affected Apprenticeship Committee or Sponsoring Employers, and must comply with the following requirements:

- The transferring Apprentice must be provided a transcript of On-the-Job-Learning and Related Instruction by the Apprenticeship Committee or Sponsoring Employer.
- Transfer must be to the same occupation.
- A new Apprenticeship Agreement must be executed when the transfer occurs between the Sponsoring Employers.

SECTION XXVIII RESPONSIBILITIES OF THE APPRENTICE AND MENTOR/JOURNEYWORKER

Apprentices, having read these Standards formulated by CIANBRO COMPANIES, shall sign an Apprenticeship Agreement agreeing to all the terms and conditions contained therein. The Apprentice agrees to abide by CIANBRO COMPANIES's and/or the Sponsoring Employers' rules and policies including any amendments. Full duties are delineated in Section II of Appendix D, Duties and Responsibilities.

Mentors/Journeyworkers, having read these Standards formulated by CIANBRO COMPANIES, shall provide assurance of their qualifications to administer On-the-Job-Learning (OJL) and mentorship to the Apprentices with utmost attention to maintaining manageable Apprentice to Mentor/Journeyworker ratios. Full duties are delineated in Section III of Appendix D, Duties and Responsibilities.

SECTION XXIX TECHNICAL ASSISTANCE

RETURN

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

Technical assistance from the Maine Apprenticeship Program may be requested to advise the Program Sponsor at any time.

SECTION XXX PROMOTIONAL MATERIAL RELEASE

RETURN

The Maine Apprenticeship Program, as a component of and program within the Maine Department of Labor, may produce a variety of printed, video and electronic materials to inform other Maine employers and associations about the program and its activities. These materials may include, but are not limited to; various informational brochures, posters, web content, social media entries, press releases, and electronic / print / video advertisements.



In producing these different communication pieces, we may use photographs, video, statements, employer stories and apprentice success stories for publicity, promotion and advertising of the Maine Apprenticeship Program.

By signing these Standards of Apprenticeship, you agree to allow the Maine Apprenticeship Program, as a component of and program within the Maine Department of Labor, to use the above referenced materials, as it relates to your sponsoring of apprentices, for the purposes of Maine Apprenticeship Program promotion and awareness.

SECTION XXXI SIGNATURES

RETURN

The undersigned hereby subscribes to these Apprenticeship Standards formulated and registered with the Maine Apprenticeship Program and agrees to carry out the intents and purposes, and to abide by the rules and decisions under these Apprenticeship Standards.

SPONSOR NAME: CIANBRO COMPANIES

ADDRESS: PO Box 1000, Pittsfield, ME 04967

| SIGNATURE OF AUTHORIZED PROG | RAM SPONSOR | Aug 31,2020 Date |
|---|----------------|---------------------|
| Michael W Bennett PRINTED NAME | Vice President | |
| Joan M. Dolan | | August 31, 2020 |
| Joan M. Dolan Director of Apprenticeship & Strategic P | artnerships | Date |

Record of Documentation Update

- Council approved addition of the occupation of Boilermaker on February 25, 2020
- Changes to Appendix C approved on August 31, 2020

Teri Gardner 8-31-2020 MAINE APPRENTICESHIP PROGRAM SCHEDULE OF WORK EXPERIENCE

Apprentices will receive on the job learning/training in the various work areas listed below. The order in which the training is given is to be determined by the flow of work and may not necessarily be in the order listed. The times allotted to these various processes are the estimated time frames in which an average apprentice will learn and become proficient in the skill area. They are intended only as a guide; the apprentice may require more time on one area and less in another. The total term of apprenticeship is indicated below. The columns at the right constitute a record of progress for the apprentice. Each apprentice will be provided with a separate sheet in which to log their hours of experience. When the apprentice has both completed the required hours and attained proficiency in the specific skill area the Supervisor/Mentor will initial the far right column. Items for which previous credit have been given upon registration into the program should also be initialed. This sheet should be provided to the program office along with documentation of successful completion of related technical instruction when a request for completion of apprenticeship training program is submitted.

OCCUPATION: Boilermaker

APPRENTICE TO JOURNEYWORKER RATIO: 1:1

(A numeric ratio of Apprentices to Journeyworkers will be consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, with the ratio of Apprentices to Journeyworkers being one (1) Apprentice to one (1) Journeyworker whenever possible)

| SOC: | 47-2011.00 | NAICS Code: 332410 |
|-------|-------------|--------------------|
| TERM: | 8,000 hours | RTI Hours: 704.5 |

| SKI | LS TO BE LEARNED ON THE JOB | Competency Required | Hours Attained | Proficient As of Date | Supervisor Signature |
|-----|---|------------------------|-------------------|--------------------------|-------------------------|
| Α. | GENERAL TRADE | 1,500 | | | |
| | 1. Protective equipment, tool safety and work area safety | | | | |
| | 2. Use and care of tools and equipment | | | | |
| | 3. Blueprints, specifications and layout | | | | |
| | 4. Lubricants, sealants and cleaners | | | | |
| | 5. Mechanical fasteners | | | | |
| В. | FABRICATION AND SUPPORTS | 2,000 | | | |
| | 1. Layout of supports | | | | |
| | 2. Welding basics | | | | |
| | 3. Base metal preparation | | | | |
| | 4. Oxy fuel cutting | | | | |
| | 5. Plasma cutting | | | | |
| C. | RIGGING AND MATERIAL HANDLING | 2,000 | | | |
| | 1. Rigging and Wire rope | | | | |
| | 2. Material Handling | | | | |
| | 3. Bull Rigging | | | | |
| | 4. Understanding and use of load calculations | | | | |



| D. | AUXILLARY BOILER COMPONENTS | 2,500 | |
|----|--|-------|--|
| | 1. Fabricate and install threaded pipe | | |
| | 2. Fabricate and install butt welded pipe | | |
| | 3. Fabricate and install socket welded pipe | | |
| | 4. Installing and maintaining valves | | |
| | 5. Receive/inspect/installation of instruments | | |
| | 6. Fuel Handling systems | | |
| | TOTALS | 8000 | |

SKILLS TO BE LEARNED by RELATED INSTRUCTION

The training modules will be accredited through **NCCER** and internally developed modules will be integrated into the program. The NCCER was established in 1995 by the world's largest and most progressive construction companies and national construction associations. Today, NCCER is supported by hundreds of leading construction and maintenance companies, manufacturers, and national associations. Some features of their standardized curricula are as follows:

- An industry-proven record of success
- Curricula developed by the industry for the industry
- National standardization providing portability of learned job skills and education credits
- Compliance with Office of Apprenticeship requirements for related classroom training (CFR 29:29)
- Well-illustrated, up-to-date, and practical information.

NCCER also maintains a Registry that provides transcripts, certificates, and wallet cards to individuals who have successfully completed a level of training within a craft in the NCCER Standardized Curricula.

NCCER Modules:

•

| Co | re Curriculum | |
|----|---------------------------------------|-------------|
| 0 | Basic Safety | |
| 0 | Introduction to Construction Math | 10 hours |
| 0 | Introduction to Hand Tools | |
| 0 | Introduction to Power Tools | |
| 0 | Introduction to Construction Drawings | |
| 0 | Basic Communication Skills | |
| 0 | Basic Employability Skills | |
| | Introduction to Material Handling | |
| | | Total Hours |

Boilermaker Level 1

| 0 | Introduction to Boilermaking | |
|---|------------------------------|-----------------------|
| | Boilermaking Safety | |
| 0 | Boilermaking Tools | 15 hours |
| 0 | Basic Materials | 10 hours |
| 0 | Oxyfuel Cutting | 17.5 hours |
| | Cutting and Fitting Gaskets | |
| | Base Metal Preparation | |
| 0 | Welding Basics | |
| | - | Fotal Hours 110 hours |



• Boilermaker Level 2

| 0 | Boiler Systems and Components | |
|---|------------------------------------|-----------------------|
| 0 | Identifying and Installing Valves | |
| 0 | Pipe Hangers and Supports | |
| | Drawings and Detail Sheets | |
| 0 | Fasteners and Anchors | 5 hours |
| 0 | Welding Symbols | 5 hours |
| 0 | Socket Weld Pipe Fabrication | |
| 0 | Butt Weld Pipe Fabrication | |
| 0 | Tube Weld Preparation and Fitting | |
| 0 | Air Carbon Arc Cutting and Gouging | |
| | | Total Hours 185 hours |

• Boilermaker Level 3

| 0 | Plasma Arc Cutting | |
|---|---|-------------------------|
| | Boiler Pressure Components | |
| | Boiler Nonpressure Components | |
| 0 | Boiler Auxiliaries | |
| 0 | Brick, Refractory, Insulation, and Lagging (BRIL) | 5 hours |
| 0 | Advanced Tube Work | |
| 0 | Testing Piping Systems and Equipment | |
| | Towers and Exchangers | |
| | Ũ | Total Hours 142.5 hours |

• Boilermaker Level 4

| 0 | Advanced Mechanical Trade Math | |
|---|---|-----------------------|
| 0 | Advanced Rigging | |
| 0 | Advanced Boilermaking Construction Drawings | |
| 0 | Advanced Pipe Fabrication | |
| 0 | Stress Relieving | |
| 0 | Quality Assurance | |
| 0 | Advanced Exchanges | |
| 0 | Advanced Towers | |
| 0 | Fundamentals of Crew Leadership | |
| | | Total Hours 195 hours |



Apprentices are required to complete and pass a comprehensive assessment at the end of their classroom instruction. At the end of the Apprentices program there is a Performance Verification that will be conducted to show the apprentice's competency. This will only be given to the apprentice once they have met their 8000 OJL hours and have all of the identified competencies signed as proficient.

WAGE SCHEDULE

A. Pre-Apprenticeship \$ N/A

B. Apprentice's starting hourly wage \$ 13.20

C. Journeyworker's Hourly Wage \$ 22.00

| | Period 1 | Period 2 | Period 3 | Period 4 |
|-------------------------|--------------------------------|--------------------------|--------------------------|---------------------------------------|
| D. Term in Hours | Core, Level 1 + 2,000 hours | Level 2 + 4,000 hours | Level 3 + 6,000 hours | Level 4 / Completion + 8,000 hours |
| E. % JW Rate | 60% | 70% | 80% | 90% |
| F. \$ Rate per hour | 13.20 | 15.40 | 17.60 | 19.80 |



MAINE APPRENTICESHIP PROGRAM SCHEDULE OF WORK EXPERIENCE

Apprentices will receive on the job learning/training in the various work areas listed below. The order in which the training is given is to be determined by the flow of work and may not necessarily be in the order listed. The times allotted to these various processes are the estimated time frames in which an average apprentice will learn and become proficient in the skill area. They are intended only as a guide; the apprentice may require more time on one area and less in another. The total term of apprenticeship is indicated below. The columns at the right constitute a record of progress for the apprentice. Each apprentice will be provided with a separate sheet in which to log their hours of experience. When the apprentice has both completed the required hours and attained proficiency in the specific skill area the Supervisor/Mentor will initial the far right column. Items for which previous credit have been given upon registration into the program should also be initialed. This sheet should be provided to the program office along with documentation of successful completion of related technical instruction when a request for completion of apprenticeship training program is submitted.

OCCUPATION: PIPEFITTER

APPRENTICE TO JOURNEYWORKER RATIO: 1:1

(A numeric ratio of Apprentices to Journeyworkers will be consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, with the ratio of Apprentices to Journeyworkers being one (1) Apprentice to one (1) Journeyworker whenever possible)

| SOC: | 47-2152.01 | NAICS Code: | 237120 |
|-------|-------------|-------------|-------------|
| TERM: | 8,000 hours | RTI Hours: | 629.5 hours |

| SKI | LLS | TO BE LEARNED ON THE JOB | Competency Required | Hours Attained | Proficient As of Date | Supervisor Signature |
|-----|-----|--|------------------------|-------------------|--------------------------|-------------------------|
| Α. | GE | ENERAL TRADE | 1,750 | | | |
| | 1. | Protective equipment, tool safety and work area safety | * | | | |
| | 2. | Rigging and wire rope | | | | |
| | 3. | Use and care of tools and equipment | * | | | |
| | 4. | Blueprints, specifications and layout | * | | | |
| | 5. | Lubricants, sealants and cleaners | | | | |
| | 6. | Mechanical fasteners | * | | | |
| | 7. | Material handling | | | | |
| | 8. | Oxyfuel cutting | * | | | |
| В. | PI | PE INSTALLATION | 4,000 | | | |
| | 1. | Fabricate and install hangers | * | | | |
| | 2. | Fabricate and install penetrations | | | | |
| | 3. | Fabricate and install butt welded pipe | * | | | |
| | 4. | Fabricate and install socket welded pipe | * | | | |
| | 5. | Install threaded pipe | * | | | |
| | 6. | Pressure test pipe systems | | | | |
| | 7. | Flush / blow pipe systems | | | | |
| С. | IN | STRUMENT INSTALLATION | 500 | | | |
| | 1. | Receive, inspect and sore instruments | | | | |
| | 2. | Install in-line mounted instruments | * | | | |
| | 3. | Install insertion mounted instruments | | | | |



| D. | ADVANCED PIPE FABRICATION | 1,750 | |
|----|---------------------------------------|-------|--|
| | 1. Fabricate 90-degree saddle on tees | * | |
| | 2. Fabricate 45-degree lateral | * | |
| | 3. Install valve and gaskets | * | |
| | 4. Repair / replace steam traps | | |
| | 5. Spring can installation | | |
| | TOTALS | 8000 | |

★ Indicates items requiring competency

SKILLS TO BE LEARNED by RELATED INSTRUCTION

The training modules will be accredited through **NCCER** and internally developed modules will be integrated into the program.

The NCCER was established in 1995 by the world's largest and most progressive construction companies and national construction associations. Today, NCCER is supported by hundreds of leading construction and maintenance companies, manufacturers, and national associations. Some features of their standardized curricula are as follows:

- An industry-proven record of success
- Curricula developed by the industry for the industry
- National standardization providing portability of learned job skills and education credits
- Compliance with Office of Apprenticeship requirements for related classroom training (CFR 29:29)
- Well-illustrated, up-to-date, and practical information.

NCCER also maintains a Registry that provides transcripts, certificates, and wallet cards to individuals who have successfully completed a level of training within a craft in the NCCER Standardized Curricula.

NCCER Modules:

| Co | ore Curriculum | |
|----|---------------------------------------|----------------------|
| 0 | Basic Safety | |
| 0 | Introduction to Construction Math | |
| 0 | Introduction to Hand Tools | |
| 0 | Introduction to Power Tools | |
| 0 | Introduction to Construction Drawings | |
| 0 | Basic Communication Skills | |
| 0 | Basic Employability Skills | |
| 0 | Introduction to Material Handling | |
| | ũ | Total Hours 72 hours |

• Pipefitter Level 1

| 0 | Orientation to Trade | 5 hours |
|---|-------------------------|----------------------|
| 0 | Pipefitting Hand Tools | |
| 0 | Pipefitting power Tools | 15 hours |
| 0 | Oxyfuel Cutting | 17.5 hours |
| | Ladders and Scaffolds | |
| 0 | Motorized Equipment | 10 hours |
| - | | Total Hours 80 hours |



• Pipefitter Level 2

| 0 | Piping Systems | |
|---|-----------------------------------|-------------------------|
| 0 | Drawings and Detail Sheets | |
| | Identifying and Installing Valves | |
| | Pipefitting Trade Math | |
| | Threaded Pipe Fabrication | |
| 0 | Socket Weld Pipe Fabrication | |
| 0 | Butt Weld Pipe Fabrication | |
| 0 | Excavations | |
| 0 | Underground Pipe Installations | |
| | • | Total Hours 162.5 hours |

• Pipefitter Level 3

| 0 | Rigging Equipment | 10 hours |
|---|---|-------------------------|
| 0 | Rigging Practices | 10 hours |
| 0 | Standards and Specifications | |
| 0 | Advanced Trade Math | |
| 0 | Motorized Equipment Two | |
| 0 | Introduction to Aboveground Pipe Installation | |
| 0 | Field Routing and Vessel Trim | |
| 0 | Pipe Hangers and Supports | |
| 0 | Testing Piping Systems and Equipment | |
| | | Total Hours 132.5 hours |

• Pipefitter Level 4

| 0 | Advanced Blueprint Reading | |
|---|-----------------------------------|------------------------|
| 0 | Advanced Pipe Fabrication | |
| 0 | Stress Relieving and Aligning | |
| 0 | | |
| 0 | In-Line Specialties | |
| 0 | Special Piping | |
| | Hot Taps | |
| 0 | Maintaining Valves | |
| 0 | Introduction to Supervisory Roles | 7.5 hours |
| | T | otal Hours 182.5 hours |

Apprentices are required to complete and pass a comprehensive assessment at the end of their classroom instruction. At the end of the Apprentices program there is a Performance Verification that will be conducted to show the apprentice's competency. This will only be given to the apprentice once they have met their 8000 OJL hours and have all of the identified competencies signed as proficient.



WAGE SCHEDULE

A. Pre-Apprenticeship N/A

B. Apprentice's starting hourly wage \$ 13.20

C. Journeyworker's Hourly Wage \$ 22.00

| | Period 1 | Period 2 | Period 3 | Period 4 |
|-------------------------|--------------------------------|--------------------------|------------------------------|------------------------------|
| D. Term in Hours | Core, Level 1 + 2,000 hours | Level 2 + 4,000 hours | Level 3 & 4 + 6,000 hours | PV Complete + 8,000 hours |
| E. % JW Rate | 60% | 70% | 80% | 90% |
| F. \$ Rate per hour | 13.20 | 15.40 | 17.60 | 19.80 |



MAINE APPRENTICESHIP PROGRAM SCHEDULE OF WORK EXPERIENCE

Apprentices will receive on the job learning/training in the various work areas listed below. The order in which the training is given is to be determined by the flow of work and may not necessarily be in the order listed. The times allotted to these various processes are the estimated time frames in which an average apprentice will learn and become proficient in the skill area. They are intended only as a guide; the apprentice may require more time on one area and less in another. The total term of apprenticeship is indicated below. The columns at the right constitute a record of progress for the apprentice. Each apprentice will be provided with a separate sheet in which to log their hours of experience. When the apprentice has both completed the required hours and attained proficiency in the specific skill area the Mentor/Journeyworker/Supervisor will initial the far right column. Items for which previous credit have been given upon registration into the program should also be initialed. This sheet should be provided to the program office along with documentation of successful completion of related technical instruction when a request for completion of apprenticeship training program is submitted.

OCCUPATION: Carpenter

APPRENTICE TO JOURNEYWORKER RATIO: 1:1

(A numeric ratio of Apprentices to Mentors/Journeyworkers will be consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, with the ratio of Apprentices to Mentors/Journeyworkers being one (1) Apprentice to one (1) Mentors/Journeyworker whenever possible)

| SOC: | 47-2031.00 | NAICS Code: | 238350 |
|-------|-------------|-------------|-----------|
| TERM: | 6,000 hours | RTI Hours: | 562 hours |

| SKI | LLS | TO BE LEARNED ON THE JOB | Hours Required | Hours Attained | Proficient As of Date | Supervisor Signature |
|-----|-----|---|-------------------|-------------------|--------------------------|-------------------------|
| Α. | GE | NERAL TRADE | 1,500 | | | |
| | 1. | Protective equipment, tool safety and work area safety | * | | | |
| | 2. | Use and care of tools and equipment | * | | | |
| | 3. | Blueprints, specifications and layout | * | | | |
| | 4. | Rigging and wire rope | * | | | |
| | 5. | Pile and sheet driving operations | | | | |
| | 6. | Marine Construction: Safety and operations | * | | | |
| | 7. | Equipment Operations: Fork Truck, Aerial Lift, Scissor Lift | * | | | |
| В. | SPI | ECIFIC CARPENTRY SKILLS | 3,000 | | | |
| | 1. | Wood Frame Structures | * | | | |
| | 2. | Stair Stringers | * | | | |
| | 3. | Wood Concrete Form Construction | * | | | |
| | 4. | Concrete Form Panel Assembly | * | | | |
| | 5. | Reinforcing Steel Placement | * | | | |
| | 6. | Embed Placements | * | | | |
| | 7. | Basic Layout (horizontal) | * | | | |
| | 8. | Basic Leveling/Setting Grades | * | | | |
| C. | SP | ECIFIC CONCRETE SKILLS | 1,500 | | | |
| | 1. | Handling and Placing Concrete | * | | | |
| | 2. | Basic Concrete Finishing | * | | | |
| | 3. | Concrete Curing and Weather Protection | * | | | |
| | TO | TALS | 6,000 | | | |

★ Indicates items requiring competency



SKILLS TO BE LEARNED by RELATED INSTRUCTION

The related instruction sessions will be delivered by Cianbro NCCER certified instructors and will consist of formal classroom/lab based education and simulation activities to support the on the job learning. The education modules will be accredited through NCCER and Cianbro developed modules will be integrated into the program.

The NCCER was established in 1995 by the world's largest and most progressive construction companies and national construction associations. Today, NCCER is supported by hundreds of leading construction and maintenance companies, manufacturers, and national associations. Some features of their standardized curricula are as follows:

- An industry-proven record of success
- Curricula developed by the industry for the industry
- National standardization providing portability of learned job skills and education credits
- Compliance with Office of Apprenticeship requirements for related classroom training (CFR 29:29)
- Well-illustrated, up-to-date, and practical information.

NCCER also maintains a Registry that provides transcripts, certificates, and wallet cards to individuals who have successfully completed a level of training within a craft in the NCCER Standardized Curricula.

NCCER Modules:

| ٠ | Co | ore Curriculum |
|---|----|--|
| | 0 | Basic Safety |
| | 0 | Introduction to Construction Math |
| | 0 | Introduction to Hand Tools |
| | 0 | Introduction to Power Tools |
| | 0 | Introduction to Construction Drawings |
| | 0 | Basic Communication Skills |
| | 0 | Basic Employability Skills |
| | 0 | Introduction to Material Handling |
| | | Total Hours |
| • | Са | rpentry Level 1 |
| | 0 | Orientation to the Trade |
| | 0 | Building Materials, Fasteners and Adhesives |
| | 0 | Hand and Power Tools |
| | 0 | Introduction to Construction Drawings, Specifications and Layout |
| | 0 | Floor Systems |
| | 0 | Wall Systems |
| | 0 | Ceiling Joist and Roof Framing |
| | 0 | Introduction to Building Envelope Systems |
| | | Total Hours 140 hours |
| ٠ | Co | ncrete Finishing Level 1 |
| | 0 | Introduction to Concrete Construction and Finishing |
| | 0 | Safety Requirements |
| | 0 | Properties of Concrete |
| | 0 | Tools and Equipment7.5 hours |
| | 0 | Preparing for Placement |
| | 0 | Placing Concrete |
| | | - |



| | 0 | Finishing Part 1 Curing and Protecting Concrete | 5 I | nours |
|---|----|--|---------------------|-------|
| | 0 | Introduction to Troubleshooting | Total Hours 87.5 h | ours |
| • | Ca | rpentry Level 2 | | |
| | 0 | Doors and Hardware | | |
| | | | Total Hours 20 h | ours |
| • | Со | oncrete Finishing Level 2 | | |
| | 0 | Estimating Concrete Quantities | | |
| | | | Total Hours 10 h | ours |
| • | Са | rpentry Level 3 | | |
| | 0 | Properties of Concrete | | |
| | 0 | Rigging Equipment | 10 I | nours |
| | 0 | Rigging Practices | 10 I | nours |
| | 0 | Trenching and Excavation | 15 I | nours |
| | 0 | Reinforcing Concrete | | |
| | 0 | Foundations and Slabs-on-Grade | | nours |
| | 0 | Vertical Formwork | | nours |
| | 0 | Horizontal Formwork | 15 I | nours |
| | 0 | Handling and Placing Concrete | | |
| | | | Total Hours 137.5 h | ours |
| • | Са | rpentry Level 4 | | |
| | 0 | Site Layout One: Differential Leveling | | |
| | 0 | Site Layout Two: Angular and Distance | | |
| | 0 | Introduction to Construction Equipment | | |
| | 0 | Introduction to Oxy Fuel Cutting and Arc Welding | 20 I | nours |
| | 0 | Site Preparation | | |
| | | | Total Hours 95 h | ours |
| | | Curriculum Hour | s 562 h | ours |

WAGE SCHEDULE

A. Pre-Apprenticeship N/A

B. Apprentice's starting hourly wage \$ 12.00

C. Journeyworker's Hourly Wage \$ 20.00

| | Period 1 | Period 2 | Period 3 | Period 4 |
|-------------------------|--|--|--|------------------------------|
| D. Term in Hours | Core & Level 1 Carpentry + 1,500 hours | Level 1 Concrete & Level 2 Carpentry + 3,000 hours | Level 2 Concrete & Level 3 Carpentry + 4,500 hours | Level 4 Carpentry + 6,000 |
| E. % JW Rate | 60% | 70% | 80% | 90% |
| F. \$ Rate per hour | 12.00 | 14.00 | 16.00 | 18.00 |





Teri Gardner 8-31-2020 MAINE APPRENTICESHIP PROGRAM



| | | APPREI | NTICE A | GREEI | MEN | - REGIS | STRAT | ΓΙΟΝ | | | APPEN | DIX-B | |
|---|--------------------------|------------------------------------|--|--|---|---|---|--|--|-----------------------------|----------------------------------|----------------------------|--|
| Warning: This agreement doe the apprentice on Federally fin certifications must be obtained | nanced or ass | isted constructio | n projects. Ci | | incor traini | porated as part ng of the appre | t of this Agentice as o | prentice agree to greement. The sp putlined in state ar cause(s), with not | onsor will n nd federal la | ot discrimin w. This agr | nate in the sel reement may l | ection and be terminate | |
| PART A: TO BE COMPLE | TED BY AP | PRENTICE. | 1 | NOTE TO | O SPO | NSOR: PA | RT A SH | HOULD ONLY | BE CON | IPLETED | BY APP | RENTICE | |
| 1. Print Name (Last, First, Middle) *Social Security Number Street | | | | | 4 . □ | quired Veteran Statu Non-Veteran Veteran | S | Answer A, B and C (Voluntary) (Definitions on reverse) 6A. Ethnic Group ☐ Hispanic or Latino ☐ Not Hispanic | | | | | |
| Town | State: Zip Cell: | | | Required 5. Education Level HS Junior | | el | 6B. Race | | | | | | |
| Phone: | | | | | HS Senior | inlomo | □ American Indian or Alaska native □ Asian | | | | | | |
| Email: | | | High School Diploma GED Associate Degree Restates Degree | | ree | Black or African American Native Hawaiian or other Pacific Islander White | | | | | | | |
| 2. Date of Birth (Mo., Da | . , | 3. Gender R □ Male □ Fem | • | | Bachelor Degree Other - Explain: | | | 6C. □ Individual with a disability | | | | | |
| 7. Signature of Apprentice | 9 | | Date | Signed | Requ 8A. | | ally eliair | ble to work in t | ne U.S ? | □Yes | 🗆 No | | |
| | | | | | | , , | | stered with Se | | | □Yes □ |] No | |
| PART B: SPONSOR: | | | | | | | | | | | | | |
| 9. Sponsor ID: 439 | 1 CIAN | IBRO SQU/ | ARE | | The | work proces | ses liste | PIPEFITT ed in the standa | | | | | |
| CIANBRO PO BOX 1000 | | | | _ | 10B. SOC: 47-2152.01 11. Ratio JP - AP 12. Term Hrs. 1:1 8000 | | | | 13. Probationary Period Hours 500 | | | | |
| | | | | | | Credit for P erience (Hrs | | 15. Term I | Remainin | g (Hrs.) | 16. Start | Date | |
| 17A. Related Instruction | 17B | . % Related Ins | struction Paid | l by Spo | nsor | 17C. Re | elated In | struction Prov | der | | | | |
| 18. Wages: | | | | | | | | | | | | | |
| 18A . Pre-Apprenticeship | \$ N/A | 18B. Appren | tice's starting | hourly v | wage \$ | 5 13.20 | | 18C. Journe | yworker's | Hourly W | /age \$ 22 . | .00 | |
| | Period 1 | | | | 5 | 6 | 7 | 8 | r | 9 | 10 | | |
| 18D. Term in Hours | Core,Lvl 1 2,000 hour | + Lvl 2 + s 4,000 hours | Lvl 3 & 4 +6,000 hours | PV Comple 8,000 h | ete + | | | | | | | | |
| 18E. % JW Rate | 60% | 70% | 80% | 90% | 6 | | | | | | | | |
| 19. Printed Name of Spons | or Represent | tative | Title | | | 21. Conta | ct Inforn | nation Sponso | Designe | e | | | |
| 20. Signature of Sponsor Date Signed | | | | Michelle Godsoe 207-679-2583 | | | | | | | | | |
| 20. Signature of Sponsor | | | Date S | ignea | | mgods | oe@ci | anbro.com | | | | | |
| PART C: TO BE COMPLE | TED BY MD | OL the REGIS | TRATION A | GENCY | | 1 | | | | | | | |
| | | | | 22. Signature (Registration Agency) 23. Date Registered | | | | | | | | | |
| 24. Apprentice Identificat | ion Number: | | | | Progra | am use only: | 0 | A T | S | Initials: | | Aug13 | |

MAINE APPRENTICESHIP PROGRAM - APPRENTICE AGREEMENT INSTRUCTIONS

Item 4A. Definitions: 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 4B. Definitions: 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 18. Wage Instructions:

- 18A. Pre-Apprentice hourly wage, sponsor enters the individual's hourly wage in the quarter prior to becoming an apprentice.
- 18B. Apprentice's entry hourly wage, (hourly dollar amount paid), sponsor enters this apprentice's entry hourly wage. 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 18E of this agreement.
- 18C. Journeyworker's wage, sponsor enters wage per hour.
- 18D. Term, sponsor enters in each box the apprentice schedule of pay for each advancement period. 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 on-the-job learning and the related instructions outlined in the Apprenticeship Standards. The period may be expressed in hours, months, or years.
- 18E. Percent Journeyworker's rate.

Example - 3 YEAR APPRENTICESHIP PROGRAM

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

*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 Program Assessment Rating Tool (2005) of 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 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, Employment Standards Administration, 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, Apprenticeship Information Management System (AIMS), which is now known as (RAPIDS) at the Office of Apprenticeship, U.S. Department of Labor. Data may be disclosed to a State Apprenticeship Council to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

The Maine Department of Labor provides equal opportunity in employment & training programs.

Teri Gardner 8-31-2020

MAINE APPRENTICESHIP PROGRAM APPRENTICE QUALIFICATIONS, SELECTION PROCESS AND OTHER SPECIFICATIONS

QUALIFICATIONS FOR APPRENTICESHIP

Minimum qualifications as outlined in the Standards of Apprenticeship under Section VI:

- 1. Age: Applicants shall be at least 16 years. Applicants must provide evidence of minimum age relative to any applicable State Laws or regulations.
- 2. Education: Applicant must be a high school graduate or have attained its equivalency. Applicant is required to submit all appropriate records and transcripts for any education or experience they wish to receive credit for. If the Applicant is a Veteran and wishes to receive consideration for military training and experience, a DD-214 must be submitted for verification.
 - For the purposes of a pre-apprenticeship program the Applicant must be enrolled as a full-time student in good academic standing with a minimum grade level of high school junior.
- 3. Physical Assessment: Must be physically capable of performing the essential functions of the apprenticeship program with or without a reasonable accommodation, and without imposing a threat to the health and safety of themselves and/or others. Apprentices may be required to pass a physical fitness test and/or an illegal drug screen test may be assessed for specific occupational aptitudes as a program entry requirement.

In addition to the minimum qualifications outlined above and in the Standards of Apprenticeship under Section VI, the following sponsor specific requirements for qualification are imposed for apprentice program eligibility:

- 1. Age: Due to the safety sensitive functions within construction, Cianbro apprentices must be a minimum of 18 years old.
- 2. Cianbro does not have an apprenticeship program entry drug-testing requirement. Cianbro's drug testing will be in accordance with our Drug-Free Workplace Program Controlled Substance Use & Alcohol Misuse Policy.

APPRENTICE SELECTION PROCESS

To include verification and documentation of all qualifications for application as detailed above, the following processes will be employed to determine an applicant's eligibility and subsequent denial, acceptance or enrollment into the apprentice program outlined in these Standards of Apprenticeship.

- 1. Publishing and Recruiting of apprenticeship opportunities.
 - For Maine Apprenticeship Program administrative purposes Sponsors will set up a Maine JobLink account by visiting https://joblink.maine.gov/ada/r/.
 - If the Sponsoring Employer employs five or more Apprentices, the Sponsoring Employer will adopt an Affirmative Action Plan (AAP) as required under Title 29, CFR part 30. It will be attached as Appendix E and will specify additional details on the publishing of apprenticeship opportunities to maximize outreach and positive recruitment to minorities and underutilized populations.
- 2. Submission of a properly / fully filled out and signed application.
- 3. Review of applicant qualifications supporting documentation.



- Whenever possible, supporting documentation should be provided with an application to validate all measurable criteria.
- 4. Applicant interview demonstrating desired Journeyworker potentials such as professionalism, aptitudes, desire to succeed and program expectations.

In addition to the selection procedures outlined above and in the Standards of Apprenticeship under Section VII, the following sponsor specific selection procedures are required for apprentice program eligibility:

- 1. Cianbro's apprenticeship program applies to current team members that have demonstrated through their performance: a strong work ethic, positive attitude, teamwork, the ability to work safe and the desire/ability to learn and grow.
- 2. Team members interested in entering an apprenticeship program must commit to apply their learning based on the needs of the organization. This may include, but is not limited to, their willingness to travel to an assignment and/or meet staffing needs where their skill sets are required (day/night/weekend shifts).
- 3. Team members must be endorsed by their supervisor to be considered for an apprenticeship program. Team members interested in pursuing an apprenticeship should talk with their supervisor, HR Manager or the Cianbro Institute Craft Development Manager to learn more about the opportunity and commitment.
 - i. Supervisor endorsements must be submitted to the Cianbro Institute. Endorsements will be processed and performance criteria will be verified for eligibility. Performance criteria will include a review of the following:

Does the team member...

- 1. Maintain a positive attitude
- 2. Demonstrate a strong work ethic
- 3. Work well with others (teamwork)
- 4. Demonstrate reliability No attendance issues and consistently on time
- 5. Demonstrate through their actions that they are committed to working safe
- 6. Have any counseling reports within the last 6 months

Please note: It is important to Cianbro that we have a fair and equitable apprenticeship endorsement process. If a team member believes they have been discriminated against, they should immediately report their concerns to any of the following:

- Supervisor
- Project Leader
- Human Resources
- Cianbro's Assistant EEO Officer
- Cianbro's EEO Officer

Cianbro's EEO Officer is Michael W. Bennett, mbennett@cianbro.com can be reached at (800) 315-2211, ext. 2318 or (207) 679-2318 and assistant EEO Officer Mark Hovey, mhovey@cianbro.com can be reached at (800) 315-2211, ext. 2261 or (207) 679-2261 or via mail at PO Box 1000, Pittsfield Maine 04967. The Ethics hotline is (877) 842-6831. The EEO Officer and/or Assistant EEO Officer may delegate specific action items to properly trained individuals to adequately implement the AA program.

If the complaint is not resolved to their satisfaction, they may contact the Human Rights Commission (or appropriate agency) in their state. It is unlawful for Cianbro to retaliate against anyone who files a complaint of discrimination or harassment.

Please see Cianbro's full Affirmative Action Program Attached.



OTHER SPECIFICATIONS

Should Cianbro seek reciprocal approval of this apprenticeship program in other states, Cianbro understands and agrees to meet any state specific wage and hour provisions.

The Cianbro Companies is presently operating in more than 40 states. In order to provide learning opportunities for our team members throughout these different locations, we have developed multiple NCCER certified instructors that can teach the apprenticeship related supplemental instruction. Cianbro's workforce development managers will ensure all instruction is delivered in accordance with NCCER guidelines as well as state specific requirements.

Specifications for apprentices working in Washington State

- All apprentices will serve an initial probation period of no more than twenty percent of the term of the entire apprenticeship or longer than a year from the date the apprenticeship is registered.
- Outside of the initial probationary period, in the case that Cianbro intends to take disciplinary action regarding the apprentice's apprenticeship agreement:
 - Cianbro will notify the apprentice of intent to take disciplinary action and reasons therefore 20 calendar days prior to taking such action. The reason(s) supporting the proposed action(s) will be sent in writing to the apprentice.
 - The potential outcomes of disciplinary action, which may include but are not limited to discipline, suspension or cancellation of the apprenticeship agreement will be clearly noted.
 - Cianbro's decision/action will become effective immediately.

Please note: In the case Cianbro intends to take disciplinary action regarding an apprentice's employment with Cianbro, we will follow Cianbro's Progressive Discipline Policy.

- Washington State Apprentice Complaint Procedures:
 - The apprentice must complete his/her initial probationary period in order to be eligible to file a complaint.
 - Complaints regarding non-disciplinary matters must be filed with Cianbro within 30 calendar days from the date of the last occurrence. Complaints must be in writing.
 - If the apprentice disagrees with the resolution of the complaint or wishes to contest the outcome of a disciplinary action by Cianbro, the apprentice must file a written request for reconsideration with Cianbro within 30 calendar days from the date the apprentice received Cianbro's written notice of action.
 - Cianbro will reply, in writing, to the request for reconsideration within 30 calendar days from the date we received the request.
 - If the apprentice disagrees with Cianbro's decision, the apprentice may file an appeal with the Apprenticeship Program, (WAC 296-05-105). If the apprentice does not timely file an appeal, the decision of Cianbro is final after 30 calendar days from the date Cianbro mails the decision to the apprentice (see Apprentice Complaint Review/Appeals Procedures below).
- Washington State Apprentice Complaint Review/Appeals Procedures:
 - If the apprentice disagrees with Cianbro's decision, the apprentice must submit a written appeal to L&I's apprenticeship section within 30 calendar days from the date the decision is mailed by Cianbro. Appeals must describe the subject matter in detail and include a copy of Cianbro's decision.
 - The L&I apprenticeship section will complete its investigation within 30 business days from the date the appeal is received and attempt to resolve the matter.
 - If the Apprenticeship section is unable to resolve the matter within 30 business days, the Apprenticeship section issues a written decision resolving the appeal.
 - If the apprentice or Cianbro is dissatisfied with L&I's decision, either party may request the WSATC review the decision. Requests for review to the WSATC must be in writing. Requests for review must be filed within 30 calendar days from the date the decision is mailed to the parties.
 - o The WSATC will conduct an informal hearing to consider the request for review.
 - The WSATC will issue a written decision resolving the request for review. All parties will receive a copy of the WSATC's written decision.


- Geographical Areas: Cianbro plans to utilize apprentices within the following Washington State Counties: Whatcom, Skagit and Pierce. Based on the nature of our work, some of our apprentices may or may not live in Washington State. For example, with turnaround work, Cianbro team members from various parts of the country may be assigned to the project. This type of work is common for Cianbro and relatively short in duration (usually about 6 weeks), but a great opportunity for our apprentices to work under the guidance of our journey level tradespeople that have been NCCER certified in their respective trade. We believe it is crucial to rotate our apprentices so they gain the necessary exposure through on-the-job learning to grow their skills and contribute to the success of the project. As noted above, to compliment the on-the-job learning, Cianbro has NCCER certified instructors located throughout the country where team members can receive their related/supplemental instruction. When necessary, we have the ability to send our instructor(s) to them to ensure an apprentice's progression.
- Apprenticeship Committee: The committee will convene meetings at least three times per year attended by
 a quorum of committee members as defined below (meeting minutes will be documented and made
 available to the WSATC upon request). The committee will be responsible for upholding the integrity of the
 apprenticeship program and assume the responsibilities set forth in Appendix D2 under Section IB SubSponsor Responsibilities. The committee will also be responsible for ensuring the submittal of all required
 reporting as mandated by L&I and/or WSATC.
 - o Quorum: 50% plus 1
 - o Management Representatives: Jeff Evans (Project Manager), Cody Vickers (Superintendent)
 - Non-Management Representatives: Election process in progress. Names will be provided once vote is complete.
- Ratio: The numeric ratio of apprentices to journey-level team members will not exceed one apprentice per journey-level worker.



THE CIANBRO COMPANIES

AFFIRMATIVE ACTION PROGRAM

CIANBRO





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INTRODUCTION

The Equal Employment Opportunity (EEO) and Harassment Policy Statement below is included in our handbook as well as our policy poster at each job site in compliance with established federal and state guidelines. The other elements of this Affirmative Action Program (AAP) support our statement.

EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE HARASSMENT POLICY

The Cianbro Companies, herein after called the Company or Cianbro and its affiliates is an equal opportunity employer committed to the principles of equal employment opportunity. We do not discriminate based on marital status, race, color, creed, gender, sex, religion, national origin, gender identity, age, veteran status, union affiliation, physical or mental disability, citizenship status, or sexual orientation. We are also committed to employing and advancing qualified veterans.

It is the policy of Cianbro to:

(1) prohibit illegal discrimination against any Cianbro team member or applicant;

(2) provide an environment free from harassment and prohibit harassment of any kind, including sexual harassment or abuse;

- (3) prohibit retaliation against any team member who files complaints of discrimination, harassment or abuse;
- (4) apply appropriate discipline for any violation of this policy;
- (5) implement affirmative action to achieve our diversity goals; and
- (6) employ only U.S. citizens or lawfully authorized alien workers.

In addition, all Cianbro team members have the right to work in an environment free from harassment based on marital status, race, color, creed, gender, sex, religion, national origin, gender identity, age, veteran status, union affiliation, physical or mental disability, citizenship status or sexual orientation. Harassment of any kind is not only a violation of Cianbro policy, it's against the law. Cianbro does not allow any form of workplace harassment or abuse by its supervisors, workers, subcontractors, or suppliers. Cianbro will take any action necessary to prevent and correct it from happening.

Cianbro does not allow team members to physically or verbally harass or abuse other team members of the same or different gender. This conduct includes, but is not limited to, display of offensive images, slurs, off-color jokes, or degrading comments concerning marital status, race, color, creed, gender, sex, religion, national origin, gender identity, age, veteran status, union affiliation, physical or mental disability, citizenship status or sexual orientation, graphic verbal comments about an individual's body, and display in the workplace of sexually suggestive or offensive objects or images. Although it may not be anyone's intent to offend, this behavior is strictly not allowed when it has the effect of offending another team member.

Both federal and state laws prohibit sexual harassment and abuse. Sexual harassment is defined as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct is used as a basis for employment decisions; or
- such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Cianbro is responsible for its acts and the acts of its supervisory team members with respect to sexual harassment or abuse regardless of whether the specific acts complained of were unauthorized or known by Cianbro and regardless of whether we knew or should have known of their occurrence. No supervisor is permitted to threaten or insinuate (either openly or implied) that a team member's submission to or rejection of sexual advances will in any way influence decisions regarding the team member's employment, evaluation, wages, advancement, assignment, or any other condition of employment or career advancement. Team members must give management the opportunity to correct the situation in cases of supervisory or co-worker harassment.

To help ensure team member safety, please report protection orders or personal situations that might compromise workplace safety to your supervisor.

Team members who believe they have been harassed or discriminated against should immediately report their concerns to any of the following:

- Supervisor
- Project Leader
- Human Resources
- Cianbro's Assistant EEO Officer
- Cianbro's EEO officer

Cianbro's EEO Officer is Michael W. Bennett, <u>mbennett@cianbro.com</u> can be reached at (800) 315-2211, ext. 2318 or (207) 679-2318 and assistant EEO Officer Mark Hovey, <u>mhovey@cianbro.com</u> can be reached at (800) 315-2211, ext. 2261 or (207) 679-2261 or via mail at PO Box 1000, Pittsfield Maine 04967. The Ethics hotline is (877)842-6831. The EEO Officer and/or Assistant EEO Officer may delegate specific action items to properly trained individuals to adequately implement the AA program.

If the complaint is not resolved to your satisfaction, contact the Human Rights Commission (or appropriate agency) in your state. It is unlawful for Cianbro to retaliate against anyone who files a complaint of discrimination or harassment.

ORGANIZATIONAL PROFILE

Cianbro is comprised of several subsidiaries and establishments, represented within this Affirmative Action Program.



DESIGNATION OF RESPONSIBILITY FOR IMPLEMENTATION

Responsibilities of the Equal Employment Opportunity Officer

The EEO Officer is appointed by the CEO has the responsibility for designing and ensuring the effective implementation of Cianbro Affirmative Action Program (AAP). These responsibilities include, but are not limited to, the following:

- 1. Developing Equal Employment Opportunity (EEO) policy statements, Affirmative Action Programs and internal and external communication procedures;
- 2. Assisting in the identification of AAP/EEO opportunities for improvement;
- 3. Assisting management in arriving at effective solutions to AAP/EEO issues;
- 4. Designing and implementing an internal audit and reporting system that:
 - a. Measures the effectiveness of Cianbro's program and continuously improves
- 5. Keeping Cianbro's Board of Directors informed of equal opportunity progress and reporting potential problem areas within the company;
- 6. Reviewing the company's AAP for qualified minorities and women with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities;
- 7. Auditing the contents of the company's bulletin board to ensure compliance information is posted and up-todate; and
- 8. Serving as liaison between Cianbro and enforcement agencies.

Responsibilities of Managers and Supervisors

The manager in charge of each project, plant, shop, office, and department is responsible for administering and controlling activities in his/her area to the extent necessary for full implementation of the company's Affirmative Action Program and EEO Policy.

Additionally, the company depends on all members of management to assure their day-to-day activities are consistent with Cianbro's Affirmative Action Program. They are also responsible for obtaining the cooperation of their people in attaining the company's stated objectives. Without such cooperation, the program cannot achieve the full measure of success to which the company is committed.

ACTION ORIENTED PROGRAMS\PRACTICES

Education:

- 1. Include as part of orientation for all new and rehired team members, education on Cianbro AAP/EEO/sexual harassment policies. Provide team members with the name and contact information of Cianbro's EEO Officer.
- 2. Provide education to supervisors and managers annually in the AAP/EEO/sexual harassment policies a written record shall be made and maintained identifying the time and place of these meetings, persons attending, and subject matter discussed.
- 3. Make available an electronic team member handbook to all active team members.
- 4. Provide EEO education at each Job Site Orientation.

Job Descriptions

- 1. Review job postings to ensure they accurately reflect essential job functions and do not discriminate against minorities or women.
- 2. Review the job qualifications of all job openings to ensure that, to the extent possible, those qualification requirements do not screen out qualified individuals with disabilities and qualified veterans and to ensure such qualifications are consistent with business necessity and the safe performance of the job.

Recruitment

- 1. Applicants shall be interviewed by a HR Representative.
- 2. Utilize state employment offices and state provided minority and female referral agencies and organizations to reach veterans, minorities, females, and individuals with disabilities.
- 3. Continue to use a third party vendor, the Local Job Network, which publishes Cianbro's job postings to minority organizations and job sites as well as outreach to veteran and disability groups.
- 4. Advertise as needed in effective media sources/forms and in Cianbro's own external and internal web sites when positions become available.
- 5. Advertise in publications (as applicable) that will reach protected classes under the Affirmative Action Program.
- 6. Include the phrase: "Cianbro is an employee owned, tobacco-free, equal opportunity employer of women, minorities, veterans and individuals with physical or mental disabilities," in all company job advertisements.
- 7. Encourage team members to refer qualified applicants.
- 8. Actively recruit at secondary schools, colleges, universities, professional associations, and trade schools with predominantly minority or female enrollments.

Promotional Opportunities

- 1. Promote team members on the basis of the individual's demonstrated performance and qualifications in relation to those of other eligible team members being considered for the same position.
- 2. Develop and actively promote company educational courses and seminars and make available on a nondiscriminatory basis. These include management and supervisory programs, safety programs, as well as process and skill development in areas such as, but not limited to, carpentry, welding, blueprint reading and rigging.

Subcontractors:

- 1. Document and maintain a record of all solicitations of offers for subcontracts from minority, veteran, disabled, and female construction contractors and suppliers, including circulation of solicitations to minority, veteran, disabled, and female contractor associations and other business associations.
- 2. Cianbro will not knowingly enter into any subcontract with any person or firm debarred from government contracts.
 - a. At such time a subcontractor becomes debarred from government contracts and/or it is discovered they have willfully violated any of the sanctions set forth in Executive Order 11246, Cianbro will carry out such sanctions and/or penalties as described in the terms and conditions and/or cancel any existing or future subcontracts.

Community

Cianbro will participate in voluntary associations as feasible and practical from a business standpoint.

INTERNAL AUDIT AND REPORTING SYSTEMS

Cianbro's Hiring Management System and HRIS systems are designed to:

- 1. Provide data to allow Cianbro to measure the effectiveness of the AAP/EEO Program;
- 2. Provide data on applicants;
- 3. Document personnel activities;
- 4. Identify problem areas where remedial action is needed; and
- 5. Determine the degree to which Cianbro AAP goals and objectives have been obtained.

Review of Personnel Processes

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, gender, religion, veteran status, physical or mental disability, or national origin.

- 1. Recruitment, advertising, and job application procedures;
- 2. Hiring, promotion, upgrading, layoff, recall from layoff;

- 3. Rates of pay and any other forms of compensation including fringe benefits;
- 4. Job assignments, job classifications, job postings;
- 5. Any type of leaves;
- 6. Educational programs, apprenticeships, attendance at professional meetings and conferences; and
- 7. Any other term, condition, or privilege of employment.

Based upon this review, Cianbro will modify the personnel processes when necessary, and will include the development of new procedures in this Affirmative Action Program to ensure equal employment opportunity.

Adherence to EEO Policies and AAP

1. Supervisors, managers and other persons responsible for the supervision of other team members are reviewed on an annual basis which includes their compliance with Cianbro EEO Policies and AAP.

Documentation

Documents maintained as a component of Cianbro's internal audit process.

- 1. Applicant Flow Log showing the name, race, sex, veteran identification, disability identification, date of application, job title, interview status and the action taken for all individuals applying for job opportunities;
- 2. Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification;
- 3. Summary data of applicant flow by identifying total applicants, total minority applicants, and total female applicants, total veteran applicants and total disabled applicants for each position;
- 4. Records pertaining to Cianbro compensation system; and
- 5. Summary of any EEO claims against Cianbro.
- 6. Ability to obtain records for active team members containing name, address, telephone numbers, construction trade, identification number, social security number, race, sex, veteran identification, disability identification, employment status, dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

REASONABLE ACCOMMODATION OF LIMITATIONS DUE TO DISABILITY

Cianbro commits to making reasonable accommodations of the known physical or mental limitations of individuals with disabilities and disabled veterans, so long as the individual is qualified to perform the essential functions of the job with or without reasonable accommodation, unless such accommodation would impose an undue hardship on the conduct of its business. Cianbro also commits to engaging in an interactive process with the person requesting the accommodation, as needed, to determine an appropriate accommodation. Undue hardship will be determined by assessing whether the requested accommodation would cause significant difficulty or expense, as provided in the Section 503 Regulations.

EXTERNAL DISSEMINATION OF POLICY

Cianbro informs interested parties outside the company of its commitment to equal employment opportunity and Affirmative Action. Recruitment sources are notified upon utilization, and the statement, "Cianbro is an employee owned, tobacco-free, equal opportunity employer of women, minorities, veterans and individuals with physical or mental disabilities," appears in all employment advertising. The company employment application and letterhead also contain the statement Cianbro Corporation is an "Equal Opportunity Employer." Subcontractors, vendors and suppliers are notified of the company's EEO Policy.

INTERNAL DISSEMINATION OF POLICY

Cianbro uses several methods to inform team members about EEO policy and programs. All team members are able to access an electronic Team Member Handbook which states that all decisions in hiring, on-the-job treatment, and promotions are made without regard to marital status, race, color, gender, religion, national origin, age, gender identity, sexual orientation, veteran status, and union affiliation, physical or mental disability.

The company EEO policy statement, state and federal EEO posters are placed on bulletin boards at all projects, plants, shops, and offices. The Cianbro Affirmative Action Program is kept electronically and made available at all projects, plants, shops, and offices and is included in the company's SOP which is distributed to managers, department heads, field

superintendents, and other members of management. The EEO Policy is also discussed during orientation sessions, supervisory meetings, and annually with the CEO and senior management team.

Letters and other forms of company communication are used on occasion to remind supervisors of their responsibilities in EEO matters. Articles are published periodically in company newsletters that reaffirm the company's EEO Policy.

IDENTIFICATION OF AREAS FOR IMPROVEMENT

Cianbro recognizes the areas where the organization could improve and continues to face the challenges of being in the construction industry while trying to retain, recruit and hire women in non-traditional craft positions as well as executive positions. Cianbro also, in the midst of a shortage of skilled crafts people and some geographical challenges, continues efforts to retain, recruit and hire minorities in various job groups such as executives, first/mid-level managers, office/clerical, operatives and laborers.

Hubert V Banth

Vice President & EEO Officer

Pitang: President & CEO <u>5/4/2020</u> Date

5/4/2020 Date

Teri Gardner 8-31-2020

MAINE APPRENTICESHIP PROGRAM DUTIES and RESPONSIBILITIES of APPRENTICESHIP PARTNERS

SECTION IA INTERMEDIARY SPONSOR DUTIES - Program Administration

- 1. In collaboration with sponsoring employers, establish the minimum standards of education and experience required of Apprentices. Register apprenticeship standards and schedules of work developed with the Maine Apprenticeship Program.
- 2. Ensure that all Sponsoring Employers have signed written agreements to train, supervise and provide wages for Apprentices (Appendix F) and have supplied a copy to the apprenticeship office.
- 3. Ensure that all Apprentices have signed apprenticeship agreements. Provide each Apprentice with a copy of these duties and standards, along with any applicable written rules and policies. Require the Apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- 4. Notify the Maine Apprenticeship Program, within 45 days, of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and certification of completions of Apprenticeship. Notification of the Maine Apprenticeship Program of apprentice related activities shall take place through the Federal RAPIDS system.
- 5. Ensure maintenance of a record of each Apprentice's application, education, experience and progress in on-the-job training/work processes and in Related Instruction. Apprenticeship records of applicants and Apprentices, must be kept for a period of 5 years after the completion/termination of the Apprentice in accordance with Title 29 of the Code of Federal Regulations, Part 30.8.
- 6. Monitor the quality of sub-sponsor apprenticeship programs once within the first year of signed written agreement and a minimum of once every 5 years thereafter using monitoring guidelines provided by the Maine Apprenticeship Program.
- 7. As an Intermediary Sponsor, upon reaching 5 or more registered apprentices, agree to monitor the participation rates of minorities and women in the Apprenticeship Program in accordance with the affirmative action plan, and to annually review the affirmative action plan's success and update the plan when necessary in accordance with Title 29 of the Code of Federal Regulations, Parts 30.4 and 30.8.
- 8. Document how many apprentices and applicants to your programs identify as individuals with disabilities. This will be done by requesting apprentices and applicants to voluntarily self-identify whether or not they have a disability using the Voluntary Disability Disclosure form.
- 9. When notified by a Sponsoring Employer, that an Apprentice's Related Instruction or On-the-Job-Learning progress is found to be unsatisfactory, the Sponsor through deliberation and examination of evidence with the Sponsoring Employer will determine whether the Apprentice should continue in a probationary status and may require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. Should it be found in the course of this determination that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker the Sponsor in collaboration with the Sponsoring Employer will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the apprenticeship agreement, as provided in 29 CFR § 29.7(h)(1), (h)(2)(i-ii).
- 10. The Sponsor will work diligently with Sponsoring Employers to provide each registered Apprentice with continuous employment sufficient to provide the opportunity for completion of his or her apprenticeship program. If the Sponsoring Employer is unable to fulfill training and/or employment obligations in conformance with these standards, the Sponsor will, with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered Sponsor or Sponsoring Employer for completion of the apprenticeship.
- 11. Hear and resolve all complaints of violations of Apprenticeship Agreements

| Name: | Dan Coffey | Title: | Director of Cianbro Institute |
|----------|-------------------------------------|--------|-------------------------------|
| Phone: | 207-679-2108 | Email: | dcoffey@cianbro.com |
| Address: | P.O. Box 1000, Pittsfield, ME 04967 | | |



SECTION IB SUB-SPONSOR RESPONSIBILITES

- 1. Have the necessary facilities to assure effective training in all aspects of the profession.
- 2. Exercise continuous precaution for the health and safety of Apprentices in the workplace
- 3. Provide a positive learning environment and encourage training at all levels.
- 4. Provide fair and equitable treatment for all Apprentices.
- 5. Provide the foundation for the apprenticeship training and the continuum for passing the skills on to the future.
- 6. Notify Sponsor of any change in status of apprentices
- 7. Assure that Apprentices work under the supervision of a qualified Journeyworker / Mentor.
- 8. Meet the ratio requirements as set within these Standards.
- 9. Adopt and carry out the intent and purpose of these Standards.
- 10. To select Apprentices as outlined in these Standards. (Note: Each Sponsoring Employer is responsible for hiring his or her own employees and determining that among those employees who shall participate in the apprentice training program.)
- 11. Determine the quality and quantity of experience of On-the-Job-Learning (OJL) which Apprentices should have and to make every effort toward their obtaining it.
- 12. Review and recommend apprenticeship activities to the sponsor in accordance with these Standards.
- 13. 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.
- 14. Arrange evaluations of Apprentices' progress in manipulative skills and technical knowledge.
- 15. The Sponsoring Employer will work diligently to provide each registered Apprentice with continuous employment sufficient to provide the opportunity for completion of his or her apprenticeship program. If the Sponsoring Employer is unable to fulfill training and/or employment obligations in conformance with these standards, the Sponsoring Employer will, with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered Sponsor or Sponsoring Employer for completion of the apprenticeship.
- 16. If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional Apprentices are employed. The suspension and reinstatement of Apprentices shall be done in relation to retention of the most advanced Apprentice and in accordance with the company policy.

SECTION II APPRENTICE RESPONSIBILITIES Continuation of Responsibilities of the Apprentice and Mentor/Journeyworker

Apprentices, having read these Standards formulated by State of Maine, shall sign an Apprenticeship Agreement agreeing to all the terms and conditions contained therein. The Apprentice agrees to abide by State of Maine's and/or the Sponsoring Employers' rules and policies including any amendments. The Apprentice shall, serve such time performing OJL and study such subjects as may be deemed necessary to become a skilled professional.

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

- 1. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the Sponsoring Employer and in accordance with the provisions of these Standards.
- 2. Respect the property of the Sponsoring Employer and abide by the working rules and regulations of the Sponsoring Employer.
- 3. 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.



- 4. Maintain and make available such records of work experience and training received OJL and in Related Instruction as may be required by the Sponsoring Employer.
- 5. Develop and practice safe working habits and work in such a manner as to assure their personal safety and that of other fellow workers.
- 6. Work for the Sponsoring Employer to whom the Apprentice is assigned for the completion of apprenticeship, unless reassigned to another Sponsoring Employer or the Apprenticeship Agreement is terminated by the Sponsoring Employer.
- 7. Maintain a passing grade C or higher.

SECTION III MENTOR/JOURNEYWORKER RESPONSIBILITIES Continuation of Responsibilities of the Apprentice and Mentor/Journeyworker

Mentors, having read these Standards formulated by State of Maine, shall provide assurance of their qualifications to administer OJL and mentorship to the apprentices with utmost attention to maintaining manageable Apprentice to Journeyworker ratios.

- 1. Assurance of qualified training personnel and adequate supervision on the job.
- 2. Provide positive leadership and proper supervision.
- 3. Help integrate the apprentices into the working environment and navigate within the enterprise
- 4. Hold regularly scheduled 1:1 meeting with apprentices
- 5. Acts as the "go to" person for questions with the day-to-day work of the apprentices
- 6. Provide honest and constructive feedback to the apprentice in a way that will assist in their growth and development.
- 7. Demonstrate best practices on the job.
- 8. Allow the apprentice to practice new skills or experiment with theories or ideas learned in the related instruction courses.
- 9. Provide fair and equitable treatment to all apprentices and recognize and reward excellence.
- 10. Assist with paperwork required of the program (i.e., OJL records, Related Instruction records, and other record keeping as may be required).





AFFIRMATIVE ACTION PLAN

Cianbro

PO Box 1000 101 Cianbro Square, Pittsfield, ME 04967

CIANBRO

Boilermaker: 47-2011.00 Pipefitter: 47-2152.01 Millwright: 49-9044.00 Sub-Station technician: 49-2095.00 Lineworker: 49-9051.00 Ironworker: 47-2221.00 Electrician: 47-2111.00 Carpenter: 47-2031.00

In cooperation with the Maine Apprenticeship Council and the Maine Department of Labor Apprenticeship Program 55 State House Station, Augusta, ME 04333 207-623-7981

February 25, 2020

AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30





Apprenticeship

SECTION I INTRODUCTION

Cianbro enters into this Affirmative Action Plan (AAP) in good faith to promote equality of opportunity in its registered apprenticeship program. If women and/or minorities are underutilized in the apprenticeship program, Cianbro seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program. Cianbro hereby adopts the equal opportunity pledge located in Section II and the AAP.

This AAP is a supplement to the apprenticeship standards. Any changes made by Cianbro to the AAP will become part of this written AAP, once approved by the Registration Agency.

SECTION II EQUAL OPPORTUNITY PLEDGE Title 29 CFR 29.5 (b)(21) & 30.4

Cianbro commits to the following equal opportunity pledge:

Cianbro will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. Sponsor 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 ANALYSES AND GOALS

To ensure full utilization of minorities and women in the apprenticeship program, Cianbro will conduct analyses to determine whether minorities and/or females are being underutilized and, if they are, will establish appropriate goals for the full utilization of minorities and/or women in apprenticeship. To determine whether underutilization exists, Cianbro will analyze at least the following five factors:

- (1) The size of the working age minority and female (minority and nonminority) population in Cianbro's labor market area;
- (2) The size of the minority and female (minority and nonminority) labor force in Cianbro's labor market area;
- (3) The percentage of minority and female (minority and nonminority) participation as apprentices in the particular occupation as compared with the percentage of minorities and women (minority and nonminority) in the labor force in Cianbro's labor market area;
- (4) The percentage of minority and female (minority and nonminority) participation as Journeyworkers employed by the employer or employers participating in the program as compared with the percentage of minorities and women (minority and nonminority) in Cianbro's labor market area and the extent to which Cianbro should be expected to correct any deficiencies through the achievement of goals for the selection of apprentices; and
- (5) The general availability of minorities and women (minority and nonminority) with present or potential capacity for apprenticeship in Cianbro's labor market area.

Underutilization exists if there are fewer minorities and/or women in the registered occupation(s) in Cianbro's apprenticeship program than would reasonably be expected in view of all relevant factors. If Cianbro detects underutilization of minorities and/or women in its apprenticeship program in the registered occupation(s), it will establish goals for the selection of minority and/or female applicants. (For further instructions, see the attached affirmative



action plan workforce analysis worksheet.) Cianbro will make good-faith efforts to meet its goals.

SECTION IV OUTREACH AND POSITIVE RECRUITMENT

29 CFR § 30.4 and 30.8

Cianbro will undertake appropriate outreach and positive recruitment efforts that would reasonably be expected to increase minorities' and women's participation in apprenticeship by expanding the opportunities of minorities and women to become eligible for apprenticeship selection. Cianbro will set forth the specific steps it intends to take under each selected effort below. Cianbro will undertake a significant number of activities to enable it to meet its obligations under 29 CFR § 30.4 and 30.8.

- A. X Cianbro will disseminate information concerning the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and its equal opportunity policy to the following:
 - Registration Agency
 - Women's centers
 - Local schools
 - Employment service offices
 - Other outreach programs and community organizations, including those that can effectively reach minorities and women
 - Newspapers, including those that are circulated in minority communities and among women
 - Social media outlets (Facebook, Twitter, Instagram, LinkedIn, etc.)
- B. Cianbro will participate in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service, and other appropriate personnel with the apprenticeship program and current opportunities.
- C. Cianbro will cooperate with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D. Cianbro will communicate its equal opportunity policy internally in such a manner as to foster understanding, acceptance, and support of the policy among the Cianbro's various officers, supervisors, employees, and members and to encourage such persons to take the necessary action to aid in meeting its obligation under 29 CFR § 30.
- E. Cianbro will engage in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pretesting experience and training. In initiating and conducting these programs, Cianbro may be required to work with other companies and appropriate community organizations. Cianbro will also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F. Cianbro will encourage the establishment and utilization of programs of preapprenticeship, preparatory occupational training, or others designed to afford related work experience or prepare candidates for apprenticeship. Cianbro will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.



- G. Cianbro will utilize Journeyworkers to assist in the implementation of its AAP.
- H. Cianbro will grant advance standing or credit based on previously acquired experience, training, skills, or aptitude for all applicants equally.
- I. Cianbro will take other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older, etc.; use of present minority and women apprentices and Journeyworkers as recruiters; career counseling; periodic auditing of AAPs and activities; and development of reasonable procedures to ensure equal employment opportunity, including reporting systems, on-site reviews, and briefing sessions).

For each item checked in Section IV, describe in detail each specific step that Cianbro will undertake to fulfill that outreach and recruitment step:

In an effort to attract women and minorities to Cianbro, we will continue to post information regarding employment opportunities through various forms of media platforms.

We will continue to raise our team member's awareness of our Equal Opportunity Policy through jobsite postings, our Team Member Handbook, and annual EEO education.

Cianbro is passionate about communicating the multiple pathways and opportunities that

exist within our industry and our company. We will continue to participate in a variety of outreach efforts through meetings, panel discussions, career/job fairs, advisory committees, and other events where we can gain exposure to educational institutions, students, teachers, etc. Through these interactions, we strive to help educate people on the actions they can take today, to best align themselves with Cianbro's employment opportunities of the future.

Apprenticeship

SECTION V ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

Cianbro will make an annual review of its current AAP and its overall effectiveness and will institute any revisions or modifications warranted. The review will analyze the affirmative action steps (independently and collectively) taken by Cianbro to evaluate their effectiveness in ensuring equal opportunity in all aspects of apprenticeship, including recruitment, selection, employment, and training. Cianbro will continually monitor these processes in order to identify and address any barriers to equal opportunity. This may require that Cianbro identify the need for new affirmative action efforts and/or deletion of ineffective existing activities. All changes to the AAP must be submitted to the Registration Agency for approval.

SECTION VI OFFICIAL ADOPTION OF AFFIRMATIVE ACTION PLAN

Cianbro hereby officially adopt this Affirmative Action Plan effective the date of signatures,

4/27/2020 SIGNATURE OF REGISTRATION AGENCY Date Joan Dolan **Director of Apprenticeship & Strategic Partnerships** PRINTED NAME TITLE SIGNATURE OF Cianbro 27.2020 Date Vice President MICHAEL W BONNETT PRINTED NAME

Apprenticeship

Teri Gardner 8-31-2020 MAINE APPRENTICESHIP PROGRAM SPONSORING EMPLOYER AGREEMENT

The foregoing undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by name. STARCON agrees to carry out the intent and purpose of said Standards and abide by the rules and decisions established under the Apprenticeship Standards. We have been furnished a true copy of the Standards and relevant appendices and have read and understood them, and do hereby request certification to train apprentices under the provisions of these Standards, with all attendant rights and benefits thereof, until cancelled voluntarily or revoked by name or the Maine Apprenticeship Program. On-the-job, the Apprentice is hereby guaranteed assignment to a skilled and competent Journeyworker and is guaranteed that the work assigned to the Apprentice will be rotated to ensure training in all phases identified in the Schedule of Work (Appendix A).

This form must be signed and returned to name no later than the first day of apprenticeship for the apprenticeship to become effective.

| MICHAEL W BENFORM | 03-12-2020 |
|---|---|
| AUTHORIZED SIGNATURE OF SPONSORING EMPLOYER | Date |
| Michael Bennett PRINTED NAME | Vice President of The Cianbro Companies |

STARCON EMPLOYER INFORMATION:

| Company Name: | STARCON | | Total Number of Employees | | oyees | 1156 |
|--|----------------------|----|---------------------------|-------------|-----------|-------|
| FEIN Number: | 36-3343379 | | | | | |
| Address: 101 Cianbro Square – P.O. Box 1000 | | | Total Num | ber of Appr | entices: | 0 |
| City/State/Zip: | Pittsfield, ME 04967 | | | | | |
| Contact Name:Dan Coffey | | | Minimum A | ge of Empl | oyees: | 18 |
| Email & Phone: | dcoffey@cianbro.com | | | | | |
| Drug screening required by employer prior to hiring employees: | | | Yes 🛛 | | No 🗆 | |
| Total number of Carpenter Jourrneyworkers employed: | | 18 | Female: | 0% | Minority: | 94.4% |

STARCON WAGE SCHEDULE: Carpentry

Pre-Apprentice Wage:

\$NA

Starting Apprentice Wage: \$12.00

Journeyworker Starting Wage: \$20.00

| SOC Code: 47-2031.00 NAICS Code: 238350 | Period 1 | Period 2 | Period 3 | Period 4 | Period 5 | Period 6 |
|--|--|---|---|------------------------------------|----------|----------|
| Term in Hours | Core & Level 1 Carpenter 1,500 hours | Level 1 Concrete & Level 2 Carpentry 3,000 hours | Level 2 Concrete + Level 3 Carpentry 4,500 hours | Level 4 Carpentry + 6,000 Hours | | |
| % of Journeyworker Wage | 60 | 70 | 80 | 90 | | |
| Apprentice Wage | 12.00 | 14.00 | 16.00 | 18.00 | | |

REVIEWED and APPROVED by:

| name | Maine Apprenticeship Program |
|-----------------------------------|---|
| Damis A. left | Joan M Dolan |
| Signature | Signature |
| Dan Coffey | Joan M. Dolan |
| Printed Name | Printed Name |
| Director of The Cianbro Institute | Director of Apprenticeship & Strategic Partnerships |
| Title | Title |
| 03/11/2020 | March 18, 2020 |
| Date | Date |



MAINE APPRENTICESHIP PROGRAM SPONSORING EMPLOYER AGREEMENT

The foregoing undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by name. STARCON agrees to carry out the intent and purpose of said Standards and abide by the rules and decisions established under the Apprenticeship Standards. We have been furnished a true copy of the Standards and relevant appendices and have read and understood them, and do hereby request certification to train apprentices under the provisions of these Standards, with all attendant rights and benefits thereof, until cancelled voluntarily or revoked by name or the Maine Apprenticeship Program. On-the-job, the Apprentice is hereby guaranteed assignment to a skilled and competent Journeyworker and is guaranteed that the work assigned to the Apprentice will be rotated to ensure training in all phases identified in the Schedule of Work (Appendix A).

This form must be signed and returned to name no later than the first day of apprenticeship for the apprenticeship to become effective.

| AUTHORIZED SIGN | ATURE OF SPONSORING EMPLOYER | 03-12-2020 Date | | | | |
|--------------------------------|--|--------------------|--------------------|------------|-------|--|
| Michael Bennet PRINTED NAME | t | Vice Presiden | of The Cianbro C | ompanies | | |
| STARCON EMP | LOYER INFORMATION: | | | | | |
| Company Name: | STARCON | | Total Number of En | nployees | 1156 | |
| FEIN Number: | 36-3343379 | | | | | |
| Address: | 101 Cianbro Square - P.O. Box 1000 | | Total Number of Ap | prentices: | 0 | |
| City/State/Zip: | Pittsfield, ME 04967 | | | | | |
| Contact Name: | Dan Coffey | | Minimum Age of En | nployees: | 18 | |
| Email & Phone: | dcoffey@cianbro.com | | | | | |
| Drug screening red | uired by employer prior to hiring employee | S: | Yes 🛛 | No 🗌 | | |
| Total number of Pi | pefitter Journeyworkers employed: | 77 | Female: 0.01% | Minority: | 71.4% | |

Total number of Pipefitter Journeyworkers employed:

STARCON WAGE SCHEDULE: Pipefitter

Pre-Apprentice Wage:

\$NA

Starting Apprentice Wage: \$13.20

Journeyworker Starting Wage:

\$22.00

| SOC Code: 47-2152.01 NAICS Code: 237120 | Period 1 | Period 2 | Period 3 | Period 4 | Period 5 | Period 6 |
|--|-------------------------------|--------------------------|------------------------------|---------------------------------|----------|----------|
| Term in Hours | Core, Level 1 +2,000 hours | Level 2 + 4,000 hours | Level 3 & 4 + 6,000 hours | PV Complete + 8,000 hours | | |
| % of Journeyworker Wage | 60 | 70 | 80 | 90 | | |
| Apprentice Wage | 13.20 | 15.40 | 17.60 | 19.80 | | |

REVIEWED and **APPROVED** by:

| name | Maine Apprenticeship Program |
|-----------------------------------|---|
| Damis A. Coffee | - Joan M Dolan |
| Signature | Signature |
| Dan Coffey | Joan M. Dolan |
| Printed Name | Printed Name |
| Director of The Cianbro Institute | Director of Apprenticeship & Strategic Partnerships |
| Title | Title |
| 03/11/2020 | March 18, 2020 |
| Date | Date |



MAINE APPRENTICESHIP PROGRAM SPONSORING EMPLOYER AGREEMENT

The foregoing undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by name. STARCON agrees to carry out the intent and purpose of said Standards and abide by the rules and decisions established under the Apprenticeship Standards. We have been furnished a true copy of the Standards and relevant appendices and have read and understood them, and do hereby request certification to train apprentices under the provisions of these Standards, with all attendant rights and benefits thereof, until cancelled voluntarily or revoked by name or the Maine Apprenticeship Program. On-the-job, the Apprentice is hereby guaranteed assignment to a skilled and competent Journeyworker and is guaranteed that the work assigned to the Apprentice will be rotated to ensure training in all phases identified in the Schedule of Work (Appendix A).

This form must be signed and returned to name no later than the first day of apprenticeship for the apprenticeship to become effective.

| Michael i | Bernett | 03-12-2020 | | | |
|------------------|------------------------------------|---|------|--|--|
| AUTHIORIZED SIGN | ATURE OF SPONSORING EMPLOYER | Date | | | |
| Michael Bennet | tt | Vice President of The Cianbro Companies | | | |
| PRINTED NAME | | TITLE | | | |
| STARCON EMP | LOYER INFORMATION: | | | | |
| Company Name: | STARCON | Total Number of Employees | 1156 | | |
| FEIN Number: | 36-3343379 | | | | |
| Address: | 101 Cianbro Square – P.O. Box 1000 | Total Number of Apprentices: | 0 | | |
| City/State/Zip: | Pittsfield, ME 04967 | | | | |
| Contact Name: | Dan Coffey | Minimum Age of Employees: | 18 | | |
| | A M O I A A | | | | |

 Email & Phone:
 __dcoffey@cianbro.com

 Drug screening required by employer prior to hiring employees:
 Yes 🛛 No 🗆

 Total number of Boilermaker Journeyworkers employed:
 178
 Female:
 0.01%
 Minority:
 67.9%

STARCON WAGE SCHEDULE: Boilermaker

Pre-Apprentice Wage: \$NA Starting Apprentice Wage: \$13.20 Journeyworker Starting Wage: \$22.00

| SOC Code: 47-2011.00 NAICS Code: 332410 | Period 1 | Period 2 | Period 3 | Period 4 | Period 5 | Period 6 |
|--|--------------------------------|--------------------------|--------------------------|---|----------|----------|
| Term in Hours | Core, Level 1 + 2,000 hours | Level 2 + 4,000 hours | Level 3 + 6,000 hours | Level 4/ Completion + 8,000 hours | | |
| % of Journeyworker Wage | 60 | 70 | 80 | 90 | | |
| Apprentice Wage | 13.20 | 15.40 | 17.60 | 19.80 | | |

REVIEWED and APPROVED by:

| name | Maine Apprenticeship Program |
|-----------------------------------|---|
| Damis H. lefe | Joan M Dolan |
| Signature | Signature |
| Dan Coffey | Joan M. Dolan |
| Printed Name | Printed Name |
| Director of The Cianbro Institute | Director of Apprenticeship & Strategic Partnerships |
| Title | Title |
| 03/11/2020 | March 18, 2020 |
| Date | Date |



Teri Gardner 8-31-2020 Maine Apprenticeship Program Apprenticeship Program Quality/Compliance Review



Apprenticeship Sponsor: Cianbro

Date of Review: May 31, 2016

Reviewer's Name: Linda Hussey

If known/applicable, date of last Review: unknown

CONFIRMATION AND UPDATING OF PROGRAM CONTACT AND DEMOGRAPHIC INFORMATION

Mailing Address: 101 Cianbro Square, PO Box 1000, Pittsfield, Maine 04967

Website Address: www.cianbro.com

Apprenticeship Contact Name and Title: Michelle Godsoe, Craft Administrator

Apprenticeship Contact email and Phone Number: mgodsoe@cianbro.com 679-2583

The following apprenticeship program information is currently on file with MAP:

| Apprenticeship Occupation | Current number of Apprentices | Current Number of Journeypersons | Current Ratio of Apprentice to Journeyperson | Current Number of Female Apprentices | Current Journeyperson Wage | Current Apprentice Starting Wage | Current Apprentice Completion Wage | Completion Rate | Cancellation Rate |
|------------------------------|----------------------------------|-------------------------------------|--|---|----------------------------------|-------------------------------------|---------------------------------------|-----------------|-------------------|
| Crane Operator | 0 | 41 | 1-1 | 0 | \$21.00 | \$14,70 | \$21,00 | 0% | 100% |
| Electrician | 12 | 58 | .1-1 | 2 | \$21.00 | \$13.00 | \$21.00 | 24% | 56% |
| Line Worker | 21 | 11 | 1-1 | Ö | \$37.50 | \$13.75 | \$37.50 | .07% | 48% |
| Millwright | 17 | 32 | 1-1 | 0 | \$21.00 | \$14.70 | \$21.00 | 21% | 46% |
| Pipefitter | 13 | 19 | 1-1 | Ō | \$21.00 | \$13.00 | \$21.00 | 0% | 67% |

Sponsors current wage scale(s): see above

Comments: Cianbro has an excellent apprenticeship training program with their combination of on the job learning and related instruction. They have over 60 registered apprentices in the State of Maine in one of five crafts. Michelle is getting some assistance in managing the program which is fantastic.

REVIEW OF ON THE JOB LEARNING (OJL) STANDARDS & PRACTICES

1. What is the current status of the sponsors on the job learning (OJL) standards and practices?

| | | YES | NO |
|-----------|---|------------|----------------|
| | ACTIVITY | , X · | |
| 1a | Does the MAP office have a current copy of the OJL on file? | Xer | 1 |
| 1b | Does the what once have a carrent capy | X | ┨┈┈─── |
| 1c | Is the OJL standard helpful in tracking the growth of the upprentice of the | X | |
| 1d | Does the OJL include safety training? | | 4 |
| 1e | Is the probationary period reasonable? | × | <u> </u> |
| 1f | The approved ratio of apprentice to journey worker for the sponsor is: 1-1 and then | X | |
| | 6-1 | .] | · |
| | Is the approved OJL supervision rate followed? | | - [|
| 1g | Does the sponsor provide advanced credit to apprentices for previous experience? | <u> X</u> | - <u> </u> |
| | Does the OIL need to be updated? | <u>X</u> | |
| <u>1h</u> | Is the OJL coordinated with the related instruction? | X | |
| 1i | Is the UJL coordinated with the related with about | | • |

For each "no" response above, please provide an explanation below:

When an apprentice returns from class, the transcripts are updated. It contains both classroom and on-the-job learning hours.

The Pipefitter and Millwright programs will be updated to reflect hybrid 2000-4000 hours.

2. How often does a supervisor/mentor provide feedback to the apprentices for their OJL?

Cianbro has an apprentice steering committee for each craft that deals with concerns. They meet four times per year and look at each apprentice and how they are doing. Individual craft trainers address concerns ongoingly. Each apprentice has an annual review by the committee.

 Is the sponsor interested in moving time their based apprenticeship programs to competency or hybrid program? If so, please provide an explanation:

Cianbro has time based, competency based and hybrid programs currently.

MAP Quality/Compliance Review

REVIEW OF RELATED TECHNICAL INSTRUCTION (RTI) STANDARDS & PRACTICES

4. What is the current status of the sponsors related technical instruction (RTI) standards and practices?

| | ACTIVITY | YES | NO |
|----|--|-----|----|
| 4a | Does the MAP office have a current copy of the yearly RTI outline on file? | X | |
| 4b | Is the RTI readily available to apprentices and provided on a regular basis? | X | |
| 4c | Does the RTI include safety training? | Х | |
| 4d | Does the program sponsor provide feedback to apprentices on RTI progress/tests? | Х | |
| 4e | Does the RTI need to be updated to reflect the current sponsor or industry practice? | X | |
| 4f | Has the program established criteria/guidelines for instructors? | Х | |
| 4g | Is there a course outline of subjects to be covered each year? | X | |
| 4h | Is the progressive wage scale based on the completion of both OJL and RTI? | X | |

For each "no" response above, please provide an explanation below:

The Pipefitter and Millwright Schedules of Work will be updated to hybrid 2000-4000 hours. The current 2000 hours is not enough time to complete the OJL and related instruction.

5. Who delivers the RTI to registered apprentices and what method(s) are used to deliver the RTI?

Related instruction is provided by in-house instructors. How the training is delivered is dependent on the craft.

6. If in-house training is provided by the program sponsor, have the RTI instructors received formalized training and/or certification? What Kind? How many hours?

Instructors hold NCCER Train the Trainer certificates as well as certification for their craft (ie-licensed as an electrician).

7. On an annual basis, how many hours of RTI are provided to registered apprentices?

A minimum of 144 hours per year of related instruction is provided to each apprentice.

REVIEW OF PROGRAM OPERATIONS

1. Does the sponsor typically notify the MAP office within 45 days occurrence of the following:

| | ACTIVITY | /ES | NO |
|----|---|-----|-----|
| 8a | Registration of new or reinstatement of previously registered apprentices | | Х |
| 8b | Cancellation, termination or suspension of apprentices | | X . |
| 8c | Requests for certification of completion | | X |
| 8d | Requests for extension of apprentices | | X |
| 8e | Modifications to the apprenticeship agreement le: journey worker wage rate, I length or term of the program, or activities of the program I | X | |
| 8f | Does the Sponsor have the necessary forms/contact information readily. available, including the "Complaint Procedure" form for apprentices? | Х | |
| 8g | Does the sponsor submit reimbursement requests to the MAP office in a timely manner? Discuss the importance of documentation occurring prior to the end of the fiscal year. | | X |

For each "no" response above, please provide an explanation below:

Clanbro registers, requests certificates, and cancels apprentices but not consistently within the 45 day requirement. This was discussed. Michelle has recently been assigned a person to assist with the apprenticeship program at Clanbro and they expect things will be easier to manage.

9. Has apprenticeship benefited the company and the apprentices? How can the Maine Apprenticeship Program be improved to better serve the company and the industry?

Michelle felt the apprenticeship program has absolutely benefitted Cianbro. It encourages the building of the crafts.

Michelle recommends more frequent check-in's from the apprenticeship office as it has been helpful in the past.

The following to be filled out by MAP reviewer for PROVISIONAL PROGRAMS: Based on this quality review, I recommend the following:

- PROVISIONAL TO PERMANENT REGISTRATION
- CONTINUATION AS PROVISIONAL
- □ RECOMMEND DEREGISTRATION ,

On behalf of the sponsor named on page 1 of this document, I hereby certify that all information provided is true and correct to the best of my knowledge.

| Signature of Sponsor Representative | Date: |
|-------------------------------------|-------|
| Signature of MAP Reviewer: | Date: |

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MAP Quality/Compliance Review

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REVIEW OF COMPLIANCE TO CFR 29.30

The following section only applies to sponsors with 5 or more apprentices:

The MAP office does not have a copy of Cianbro's affirmative action/EEO policy on file. Michelle will forward this to Augusta.

| | Sponsors Recor | مام قمماريطم | Affirmative Action Includes [29 CFR 30.4(c)(1) thru 30.4(c)(10)] |
|--|---|---|---|
| Folder Contents X Compliance checklist Analysis X RAPIDS form Court Order Home Town Plan MOU's X Standards Pledge X Qualification Requirements X Affirmative Action Plan Goals and Timetables X Selection Procedures | X Original Application Applicant's qualification Ranking list X Basis for selection/reje 5 Year maintenance rei X Documentation Extended F Affirmative Action activ Eligibility pool determine Selection process Eligibility lists Records | n summary ection quirement Review vitles review | X Dissemination of information Copy of Media clippings X Copy of Notices X Copy of Postings X Participates in EEO workshops X Cooperates with schools X Communicates EEO policy to employees X Engages in outreach X Encourages preparatory training U tillzes journeypersons in EEO program X Grants credit for experience Exceeds age limit to achieve EEO Other actions as listed in the regulations |
| Selection Me [29 CFR 30.5(b)(1) th | thod | | Program Operation [Sponsor's records 30.8(a)] |
| Rank (Validation) Random (Lottery) Restricted Pool (present employ Alternative (any other) X Oral Interview used <u>Additional Actions Vo</u> | luntailly.Täken | X Job assignment re X Promotions X Demotions X Layoff / terminati X Rates of pay / cor X Conditions of wor D Hours of work D Hours of training | ons npensation |
| Direct referral of Job Corps grad Selection other than order of radio Special programs funded by special programs funded by special programs for direct entry Specific recruitment for direct of the specific recruit | anking onsor or government | Program exempt Complaint receiv Goals and timeta | bles updated |
| <u>Gualifications</u> Age limits Physical fitness Aptitude test (E.S. given) Other test on pass/fall basis Education | <u>required:</u> | In compliance via Underutilization Required record Program not in c | progressing satisfactorily |

A full compliance review has been completed in accordance with Title 29 CFR Part 30

Signature of MAP Reviewer: KULLA &

_Date: <u>7/18/16</u>_____ Date: <u>7/15/16</u>_____ Signature of Sponsor Representative: Mullele Date:

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MAP Quality/Compliance Review



JANET T. MILLS GOVERNOR February 6, 2020

MS Michelle Godsoe Craft Administrator 101 Cianbro Square PO Box 1000 Pittsfield, ME 04967

Dear Ms. Godsoe,

STATE OF MAINE DEPARTMENT OF LABOR BUREAU OF EMPLOYMENT SERVICES 55 STATE HOUSE STATION AUGUSTA, MAINE 04333-0055

LAURA A. FORTMAN ACTING COMMISSIONER

Thank you for taking the time to meet with Kristen Wheelock, Apprenticeship Specialist for the Registered Maine Apprenticeship Program (MAP). The routine Quality Assurance Assessment which occurred on December 12, 2019, focused on a comprehensive review of seven occupations: Pipefitter, Millwright, Substation Technician, Lineworker, Ironworker, Electrician and Carpenter. The assessment included a review of individual occupation Schedules of Work, Related Technical Instruction, program operation and EEO/AAP. Kristen found that your documentation and procedures are in accordance with Maine Apprenticeship Program criteria. She also determined that the Cianbro Registered Apprenticeship Program has been well maintained with the exception of one deficiency noted:

Sponsor did not notify the Maine Apprenticeship Office of one prior cancellation within the 45-day notification requirement. Corrective action: Sponsor agrees to comply with CFR 29.3e

Due to your diligence and commitment to excellence Kristen recommends continuation of your permanent status.

Thank you for choosing to make an investment in your workforce, in partnership with the Maine Apprenticeship Program. Please find a list of enclosures below. I hope that your business relationship with MAP will be long and beneficial for your business, your employees and the State of Maine. Please let me know if you have any questions or need assistance with the below listed items.

It was a pleasure to speak with you about your program.

Sincerely,

om Joan Dolan

Director of Apprenticeship & Strategic Partnerships Maine Department of Labor 55 State House Station, Augusta, Maine 04333 Phone: 207-623-7927 Joan.m.Dolan@maine.gov

Attachments: MAP Quality/Compliance Review Report Affirmative Action Plan

PHONE: (207) 623-7981

TTY users call Maine Relay 711

FAX: (207) 287-5933

The Maine Department of Labor provides equal opportunity in employment and programa. Auxiliary aids and services are available upon request to individuals with disabilities.

Maine Apprenticeship Program

Apprenticeship Program Quality/Compliance Review



| Apprenticeship Sponsor: _C | ianbro – N | IE002168 | 924 | | | | |
|--|-----------------------------------|--------------------------------|--|-------------------------------------|-----------------------------------|-----------------|--------------------------|
| Date of Review: 12/12/2019 |) | Date c | of Finalized | d Report: | | 1-11 | |
| If applicable: Date of Last Re | view: <u>5/3</u> | 1/2016 | | .ast Revie | | da Husse ce | у |
| Current Reviewer's Name: | | | | | | @maine.g | <u></u> |
| CONFIRMATION AND UDEMOGRAPHIC INFOR | | | ROGRAI | U CONT | ACT AN | D | |
| Sponsor Contact Name: M | ichelle Go | dsoe | | | | | |
| Title: Craft Administrator | | | | | | | |
| Mailing Address: 101 Clant | oro Square, | PO Box ' | 1000 | | | | |
| Town, State, Zip: Pittsfield | , Maine 049 | 967 | | | CIANB | KU | |
| Phone Number: 207-679-2 | 2583 | Email: | mgodsoe | @cianbr | o.com | | |
| Website Address: www.cia | anbro.com | | | | | | |
| The following apprenticeship (| orogram inf | ormation i | is currently | y on file w | ith MAP: | | |
| Apprenticeship Occupation | Current Number: Journeyworkers | Current number: Apprentices | Current Ratio: Apprentice to Journeyperson | Current Apprentice Starting Wage | Current Journeyworkers Wage | Completion Rate | Cancellation Rate |
| Carpenter (Hybrid) NAICS Code: 238350 O*NET SOC CODE: 47-2031.00 | 80 | 0 | n/a | \$14.70 | \$21.00 | *n/a | n/a |
| Electrician (Time Based) NAICS Code: 238210 O*NET SOC CODE: 47-2111.00 | 24 | 23 | 1:1 | \$13.00 | \$22.00 | 9% | 30 % |
| Ironworker (Hybrid) NAICS Code: 238120 O*NET SOC CODE: 47-2221.00 | 74 | 13 | 1:1 | \$14.70 | \$21.00 | *n/a | 31% |
| Lineworker NAICS Code: 237130 O*NET SOC CODE: 49-9051.00 | 16 | 10 | 1:1 | \$20.40 | \$34.00 | 38% | 40% |
| Millwright (Competency Based NAICS Code: 238290 O*NET SOC CODE: 49-9044.00 | 37 | 24 | 1:1 | \$13.40 | \$22.00 | n/a | 47% |



| Pipefitter (Time Based 7 Competency Based) NAICS Code: 332313 O*NET SOC CODE: 47-2152.01 | 24 | 19 | 1:1 | \$15.40 | \$22.00 | n/a | 58% |
|---|----|----|-----|---------|---------|-----|-----|
| Substation Technician (Hybrid) NA/CS Code: 237130 O*NET SOC CODE: 237130 | 6 | 5 | 1:1 | \$15.05 | \$21.50 | n/a | 0% |

* no data at this time due to length of training (too early in program to assess data) and modifications to SOW's moving programs from time based to competency based

Are the apprentices' scheduled wage increases determined (e.g., by actual hours of OJL or by months in the program), consistently with the registered apprenticeship standards?

Yes. Some apprentices are paid at a higher wage base on experience with the occupation and longevity when transferring to a different program.

Comments:



Time period used to calculate the program information did not accurately reflect completion rate due to the length of training programs

The company engages their own concentrated recruitment team that works throughout the United States with an emphasis on targeting a diverse workforce. Recruitment efforts include utilizing job fairs, reaching out to school systems, Job Corp and ready to work programs.

As part of the six-month probationary period, Cianbro starts with the delivery of a robust four-week Construction Boot Camp for newly hired trainees. Trainees are paid \$12.00 per hour during this time and learn safety and proper operation of small tools and lift machinery. Upon completion of the boot camp, trainees are placed in the field with a designated craft supervisor for the remainder of the probationary period. In order to apply for an apprenticeship program in a particular craft area, the trainee must be an incumbent employee, have completed the boot camp, and receive two supervisory endorsements confirming the readiness for the on-the-job learning and related training instruction required of an apprentice.

All apprentice OJL and RTI are kept electronically using a Google time tracker app so that both apprentice and their supervisor may keep track of on-the-job learning hours and related instruction. There is one person assigned to maintaining the learning management system and providing apprentice records of hours performed and related instruction.

In addition, Cianbro has agreements with several post-secondary institutions to accept their educational programs as credit towards a degree program and offers tuition reimbursement for those apprentices wishing to pursue career advancement opportunities with the company. Kennebec Valley Community College and Southern Maine Community College are just two of the educational institutions who work closely with Cianbro to ensure apprentices have access to degree programing and financial assistance.

REVIEW: ON THE JOB LEARNING (OJL) STANDARDS & PRACTICES

| 1 | Apprentices receive OJL in all phases of occupation as outlined in occupation schedule | X |
|---|--|---|
| 2 | OJL is coordinated with related instruction | X |
| 3 | Program sponsor is providing reasonably continuous employment to all apprentices | x |
| 4 | Safety training included as part of OJL | X |
| 5 | The OJL (work process schedule) is kept current with industry practice | X |
| 3 | Program sponsor's workforce is consistent with the approved ratio as registered in apprenticeship standards | x |
| 7 | Program sponsor regularly evaluates the apprentices' on-the-job progress with the apprentice (See question 11 below) | x |



| 8 | The probationary period is reasonable (hours/months) in relation to the term of apprenticeship, and full credit is given for probation toward the completion of apprenticeship | x | |
|----|--|---|--|
| 9 | The program sponsor grants advanced credit for previously acquired experience and training to applicants/apprentices in a uniform manner | x | |
| 10 | MAP office has a current copy of the OJL on file | X | |

For each "no" response above, please provide an explanation below:

n/a

11 How often does a supervisor/mentor provide feedback to the apprentices for their OJL?

- Written reviews on technical and soft skills are conducted when apprentices complete their assigned work at a specific site.
- Informal verbal feedback is done on a weekly basis.
- Apprentices complete practical evaluations conducted by the either the instructor or supervisor and provided with feedback on the results.

12 Is the sponsor interested in moving their time-based apprenticeship programs to competency or hybrid program? If so, please provide an explanation:

Sponsor is reviewing two of their occupations, Millwright and Pipefitter, to evaluate whether moving to a hybrid or competency-based program will improve retention and completion rates. Sponsor is experiencing a trend – increased number of candidates with less knowledge of the industry are applying for the trades. Thus, are finding more time is needed for exposure and experience in order to build successful teams.



REVIEW: RELATED TECHNICAL INSTRUCTION (RTI) STANDARDS & PRACTICES

| AC | WITY | aves: | NO) |
|----|---|-------|-----|
| 1 | Related instruction is being provided consistently as approved in apprenticeship standards | x | |
| 2 | Related instruction curriculum and training aids are kept current with industry technological changes | x | |
| 3 | Safety training is included as part of the related instruction | X | |
| 4 | Related training instructors have received formalized instructor training (See guestion 13 below) | х | |
| 5 | Program sponsor established criteria/guidelines for instructors (i.e., state certification, teaching experience, occupation experience) | X | |
| 6 | Program sponsor provides feedback to apprentices on related instruction progress/ test results | x | |
| 7 | Related instruction is provided on a regular basis during the term of apprenticeship | X | |
| 8 | There is a course outline of subjects to be covered each year | X | |
| 9 | The progressive wage schedule is paid based on the completion of both the OJL learning as well as related instruction | Х | |
| 10 | MAP office has a current copy of the yearly RTI outline on file | X | |

For each "no" response above, please provide an explanation below:

n/a

11 Who delivers the RTI to registered apprentices and what method(s) are used to deliver the RTI?

Cianbro has their own training facility with 18 qualified instructors that facilitate all craft components inhouse. Approximately every 6-8 weeks, apprentices attend an intensive 40-hour training in a classroom environment. There is also a year-round outside, simulated work yard where apprentices practice skills learned prior to actual on-the-job learning.

12 On an annual basis, how many hours of RTI are provided to registered apprentices?

144 minimum – Depending on the period of apprenticeship, most will acquire more than the minimum RTI hours.

13 If in-house training is provided by the program sponsor, have the RTI instructors received formalized training and/or certification? What Kind? How many hours?

All instructors have completed the National Center for Construction Education and Research (NCCER) training for their specific craft which includes instructor certification. Additionally, some are certified by Keene State to deliver OSHA training; some are licensed examiners; all are experts in their trade and continue to participate in updated training specific to their craft.



REVIEW: PROGRAM OPERATIONS

| AC | TIVITY | YES | NO |
|----|--|-----|----------|
| 1 | A specific person(s) is responsible for monitoring the program and providing assistance to the apprentices | Х | |
| 2 | The MAP office is promptly notified of all new registrations, cancellations, and completions | | x |
| 3 | Sponsor periodically assesses success or needed improvements in the program by interviewing apprentices, completed apprentices, and Journeyworkers | x | |
| 4 | Sponsor maintains required records (selection/employment/training) | X | |
| 5 | Sponsor submits revisions to the MAP office prior to instituting them | X | <u> </u> |
| 6 | Sponsor follows-up on terminations to determine the "cause" | X | <u> </u> |
| 7 | Sponsor reviews program regularly to address the progress of apprentices and their program | x | |
| 8 | Apprentices in each occupation are registered with the MAP office | Х | |
| 9 | The "Complaint Procedure" is identified in the standards and available for review by all apprentices/applicants | x | |
| 10 | Sponsor notifies the MAP office within 45 days of the occurrence of any of the above | | x |
| 11 | | x | |

For each "no" response above, please provide an explanation below:

Sponsor did not notify the Maine Apprenticeship Office of one prior cancellation within the 45-day notification requirement. Corrective action: going forward, the Sponsor agrees to notify the office of any changes in the status of their apprentices.

12 Has the sponsor experienced a high cancellation rate? If so, how have they addressed it?

Some of the occupations listed in the combined crafts reviewed have a higher than expected cancellation rate with the most notable being the pipefitter apprenticeship. Clanbro has a committee to identify and review trends as well as discuss changes, improvements and solutions. One measure implemented includes moving the apprentices to different supervisors and crafts in order to expand their knowledge and find the right fit. They are also reviewing the Schedules of Work on-the-job learning components of the crafts with the highest cancellation rate to determine if adaptations are needed to be made with a focus on keeping up with current apprentices needs. For example, determining travel options – in-state and out-of-state travel. With the continued use of RAPIDS, the USDOL apprenticeship record keeping system, consistent data will become more readily available to develop informed responses to cancellation, retention and completion rates.

13 Has apprenticeship benefited the company and the apprentices? How can the Maine Apprenticeship Program be improved to better serve the company and the industry?

Yes, we have been able to develop a robust training program that is consistent across our multi locations which allows us to build a strong successful skilled workforce. We are glad that the MAP has expanded beyond the construction trades and are looking forward to continued advocacy for apprenticeship programs.



REVIEW: PROGRAM RESULTS

The following to be filled out by MAP reviewer for CONTINUATION OF PROGRAM(S): Based on this quality review, I recommend the following:

- CONTINUATION OF PERMANENT STATUS
- RECOMMEND DEREGISTRATION

ADDITIONAL COMMENTS:

Sponsor program has been maintained well with the exception of one deficiency noted as follows:

 Sponsor did not notify the Maine Apprenticeship Office of one prior cancellation within the 45day notification requirement. Corrective action: Sponsor agrees to comply with CFR 29.3e which states the following:

CFR 29.3e Sponsor must notify the Maine Apprenticeship Office within 45 days of persons who have successfully completed apprenticeship programs; and of transfers, suspensions, and cancellations of apprenticeship agreements and a statement of the reason therefore.

Program participated in an additional EEO/AAP compliance review and was found to have no deficiencies.

Note: Sponsor is in the process of completing the necessary registration forms to become an Intermediary Sponsor for one other employer.

On behalf of the sponsor named on page 1 of this document, I hereby certify that all information provided is true and correct to the best of my knowledge.

Sponsor Representative:

201

SIGN

Michelle Godsoe, Craft Administrator PRINTED NAME / TITLE

MAP Reviewer:

Kristin &

SIGNATUR

12/19/2019 DATE Kristin S. Wheelock PRINTED NAME

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Version APRIL-18