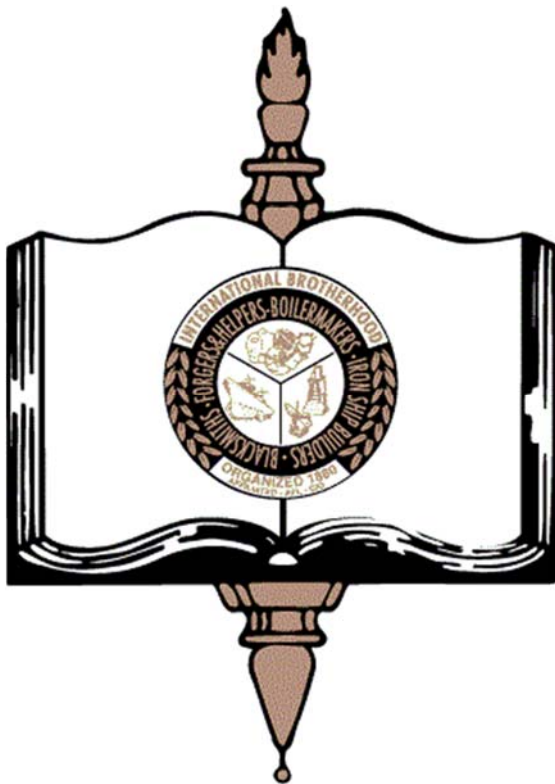


2018

APPRENTICE SPECIAL RULES AND REGULATIONS



sajac-boilermakers.org

Boilermakers National Apprenticeship

Program Southeastern Area

1/17/2018

Boilermakers National Apprenticeship Program Southeastern Area

APPRENTICE SPECIAL RULES AND REGULATIONS

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1 Introduction

- 1.1 The following special rules and regulations have been adopted by the Boilermakers National Apprenticeship Program in conformity with the National Apprenticeship Standards. These rules represent the minimum levels of performance which are acceptable to the National and Area Joint Apprenticeship Committee. While it is expected that all apprentices will exceed these minimums, those who do not will be subject to the below listed penalties.

(Any time that apprentice is used it means Mechanic Trainee if the person is in the NTD Mechanic Trainee Program.)

2 BNAP Equal Employment Opportunity Pledge

- 2.1 The Boilermakers National Apprenticeship Program 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.
- 2.2 The Boilermakers National Apprenticeship Program 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.**

3 BNAP Mission Statement

- 3.1 It is our mission to educate our apprentices to be the safest, highly skilled, most productive, and the most sought-after craft in the building trades, while at the same time; practicing unity, progress and brotherhood which will provide industry stability for generations to come.

4 Program Goals

- 4.1 To fulfill our mission, the Southeastern Area Apprenticeship Program will use the goals below as a guide to assess our current effectiveness and to plan for the future.
- 4.1.1 Safety: Our top priority is to create a culture of safety in our program, to teach our apprentices safe and effective work practices, and to ensure our training facilities are safe, healthful, and free of recognized hazards.
- 4.1.2 School Climate: Provide our students with a safe and supportive environment that empowers them to develop advanced technical, academic, and professional skills for success as a Boilermaker.

- 4.1.3 Facilities: Maintain clean, safe, and well-equipped training facilities that meet the needs of the Boilermakers National Apprenticeship Program.
- 4.1.4 Curriculum & Instruction: Teach current core content, technical skills, and standards to develop students into highly skilled professional Boilermakers.
- 4.1.5 Assessment: Measure and report student achievement and work habits based on technical vocational, and core content standards, and to use these results to improve instruction.
- 4.1.6 Skills: Identify and develop skills that cross all content areas of the trade, such as technical and hands-on skills, critical thinking, problem solving, collaboration, work ethic, and sense of personal responsibility.
- 4.1.7 Literacy Practices: Identify and develop strategies to build strong content knowledge of the trade by responding to the varying demands of task, purpose, and discipline in a variety of forms.
- 4.1.8 Equipment & Technology: Utilize current industry-standard equipment and current instructional technology tools and resources for our training programs.
- 4.1.9 Student Engagement: Help students develop strong, positive relationships with instructors and peers via programs that shape their intellectual, physical, professional development, and work ethic.
- 4.1.10 Instructional Support: Provide a continuum of support services to help all students achieve their academic and technical goals.
- 4.1.11 Student Recruitment and Retention: Implement recruitment and retention strategies that lead to sustained enrollment, steady student retention, and preparation for a career as journeyman Boilermaker.
- 4.1.12 Staff Recruitment and Retention: Identify, recruit, develop, and support highly qualified instructors, administrators, and support staff dedicated to fulfilling the BNAP's mission.

5 Apprentices' Expectations and Obligations

- 5.1 Our students are active learners in meeting our program's goals of excellence. The following outlines are expectations our students should have of their training facility and its staff. It also lists the responsibilities, which our students should have toward their training facility, its staff, our union, and our community.
 - 5.1.1 Boilermaker Apprentices are expected to abide by all the provisions in the student handbook at all times.
 - 5.1.2 For the limited amount of time we have for every course and the importance SAJAC places on work ethic, apprentices are expected to work from start time to quitting time and make the most of every learning opportunity afforded to them.

5.1.3 Safety is a priority for everyone involved in the apprenticeship program. If an apprentice is aware of any recognized safety hazard or behavior that is dangerous to the general well-being of any members of the class, it is their duty to report it the instructor immediately.

5.2 Respectful Behavior

5.2.1 It is insisted that Boilermaker Apprentices always conduct themselves in a manner that respects the rights of other students and staff. These include:

5.2.2 The right to a safe, non-threatening environment

5.2.3 The right to courtesy at all times

5.2.4 The right to protection of private property

5.2.5 The right to have a clean environment

5.2.6 The right to hear only acceptable language

6 Probationary Period

6.1 Apprentices employed under program shall be subject to a tryout or probationary period of the lesser of 1,500 hours of reasonably continuous employment or one year. Full credit for time spent in the probationary period will be granted toward completion of the apprenticeship.

6.2 During this probationary period, the termination or cancellation of the Apprenticeship Agreement shall be made by the Area Joint Apprenticeship Committee at the request of either party. After the probationary period, the Area Joint Committee may cancel the agreement for due cause, such as lack of progress, lack of interest or a failure to comply with the Area Special Rules.

7 SAJAC Policy on Readmitted Apprentices:

7.1 Cancelled apprentices may be reinstated into the program upon the area office receiving a letter of recommendation from the Local Business Manager.

7.1.1 Reinstated apprentices must pass a MOST Drug Screening within 48 hours of reinstatement.

7.1.2 Reinstated apprentices shall resume the program from the period in which they were cancelled.

7.1.3 Reinstated apprentices will serve a probationary period of the lesser of 1,500 work hours or one year. During the probationary period either the apprentice or the AJAC may terminate the Apprenticeship Agreement in accordance with Section IX of the National Standards without right to appeal.

7.1.4 An apprentice may only be reinstated into the program one time under this policy.

8 Related Studies (Online Learning)

- 8.1 Forty-eight (48) lessons, each having an online examination, constitutes the required studies program for Boilermaker Apprentices.
- 8.2 Apprentices are required to submit tests and receive passing grades for all forty-eight (48) lessons and complete all online coursework. The related studies are accessible online and apprentices are required to study the related study materials and complete the coursework at home. If an apprentice fails a lesson, he/she will be required to complete the applicable related study lesson and then retest.
- 8.3 Apprentices are required to complete online Related Studies and Coursework on the following schedule:
 - 8.3.1 All Year-One courses and tests within 12 months of indenture date.
 - 8.3.2 All Year-Two courses and tests within 24 months of indenture date.
 - 8.3.3 All Year-Three courses and tests within 36 months of indenture date.
 - 8.3.4 All Year-Four courses and tests within 48 months of indenture date.
- 8.4 SAJAC Policy: 5/17/2013: All apprentices indentured on or after January 1, 2014 are required to submit and pass a minimum of one online Related Studies test per month. An apprentice who has met all the requirements to be promoted to their next period or graduated from the Program who has not completed the Related Studies for their current period shall be held in their current period until completion of required Related Studies. Any apprentice who does not complete and pass all delinquent Related Studies tests within 30 days of their semiannual progress report shall be subject to disciplinary Action. (Refer to Disciplinary Action).

9 Classroom/Shop Training Requirements

- 9.1 Apprentices are to receive a minimum of one hundred forty-four (144) hours of classroom/shop training per year, for a total of 576 hours during the program. It is mandatory that all apprentices attend the required classes which are conducted at an approved Local Training/Regional Center before being promoted to Mechanic. Misconduct during classes or failure to attend scheduled classes without a legitimate reason (e.g. personal sickness or a death in your family) that is acceptable to the Program Coordinators shall result in disciplinary action (Refer to DISCIPLINARY ACTION). Rules of conduct shall be posted at the training centers.
- 9.2 The area apprenticeship office will be advised when an apprentice attending class requires disciplinary action. The Training Center will advise the Area Coordinator of each incident with a recommendation. It will then be the Area Coordinator's responsibility to impose the penalty as recommended or adjusted.

- 9.3 Apprentices who have not received a welding certification from an employer or through the Common Arc Program shall not be promoted to journeyman until one of the following has been determined by the Joint Committee.
 - 9.3.1 Receive additional training in welding sufficient to pass the required welding test to qualify for referral as a qualified welder. Hands-on training shall not exceed two hundred and seventy (270) hours.
 - 9.3.2 All additional training in welding must be conducted at a location approved by the Area Program. If it is more cost effective to send an apprentice to Vo-Tech for additional training, the cost shall be paid by the area funds.
 - 9.3.3 If it is determined at any time during the additional training that an apprentice is not capable of accomplishing the skills of a qualified welder, the apprentice may be promoted to journeyman status with the following qualifications for job referral: General Boilermaker Mechanic and Rigger.
- 9.4 In the event that an apprentice fails a subject in classroom/shop training, he/she will be required to complete the applicable related study lesson and then retest at a facility approved by the Area Program.
- 9.5 The Boilermakers National Apprenticeship Program requires all apprentices to successfully complete the 10-hour OSHA/MOST Safety/Health Course within (6) months after being indentured into the program.
- 9.6 All Apprentices must complete the four (4) modules of the MOST Supplementary Rigging Training to be promoted to journeyman.
- 9.7 Apprentices arriving at scheduled classroom/shop training with incomplete or delinquent online lessons and/or coursework and suspended apprentices will not be permitted to attend and will be subject to disciplinary action (refer to Disciplinary Action).

10 Apprentice Work Hours Reporting

- 10.1 Apprentices are required to report all work hours by logging into the SAJAC Student Website at <https://student.sajac-boilermakers.org/Login.aspx> , **whether working or not**. Such reports shall be submitted in a timely manner, but in no event, more than thirty (30) days following the last day of the month. The information required in the report shall be filled in by the apprentice including the name of the employer, activities on the job, and number of hours spent on each work activity.
- 10.2 Apprentices out of work during a calendar month shall submit a report for zero (0) hours stating they were out of work.
- 10.3 Apprentices, not a supervisor or anyone else, are responsible for completion of the Reports.

- 10.4 Filing an incomplete Report, failure to file a Report within thirty (30) days of the end of the month and/or providing false information on the Report shall result in disciplinary action (Refer to DISCIPLINARY ACTION).
- 10.5 Hours reported by apprentices will be verified by the Area Program through the Boilermaker National Funds Office.

11 On-the-Job Training Modules

- 11.1 On the Job Training modules are intended to be completed on the job. However, instructors have the authority to sign off OJTs for tasks completed at the local/regional training facility under simulated work conditions.
- 11.2 SAJAC POLICY:
 - In addition to all other requirements, each apprentice must complete:
 - 11.2.1 Five (5) On the Job (OJT) modules before being promoted to the second year of training and pay.
 - 11.2.2 Five (5) additional On the Job (OJT) training modules before being promoted to the third year of training and pay.
 - 11.2.3 Five (5) additional On the Job (OJT) training modules before being promoted to the fourth year of training and pay.
 - 11.2.4 Six (6) additional On the Job training modules to complete Apprenticeship Training and graduate from the Program.
- 11.3 Failure to complete the required On the Job training modules will delay promotion to journeyman until required OJT's are completed.

12 Apprenticeship Fees

- 12.1 Apprentices are required to pay a program fee of \$125. The purpose of the payments is to offset the cost of the OJT modules and shipping.
- 12.2 Payment of the program fee is expected after two (2) months of reasonably continuous employment and required prior to attending Year-Two training classes.
- 12.3 Failure to pay fees in a timely manner shall result in disciplinary action (Refer to DISCIPLINARY ACTION).

13 Competency/Performance Evaluation

- 13.1 Performance Based Testing: Apprentices are required to successfully complete two (2) performance based tests (a and b) for each of the four (4) years of training in accordance with area testing procedure.

13.2 SAJAC Related Studies-Performance Base Test Procedure:

- 13.2.1 The Performance Base Test (PBT) procedure shall be conducted per the following protocol:
- 13.2.2 After completing a series of (6) or (12) Related Studies Lessons, the Area Coordinator, local coordinator or local instructor shall conduct PBT Testing at the local or area site.
- 13.2.3 This test will be computer generated and the testing process shall be proctored at all times.
- 13.2.4 The students are not allowed to bring any paperwork or materials into the testing area.
- 13.2.5 The area must be free of any materials that could be used as a reference during the test.
- 13.2.6 Blank scrap paper will be given out by the instructor if the student chooses to do hand calculations. This paper will be collected at the end of the test and properly discarded.
- 13.2.7 Calculators are allowed however; telephones shall not be used at any time.
- 13.2.8 The individual in charge shall register the apprentices for the testing process with the area office.
- 13.2.9 The student will have a maximum (2) hour time limit to complete the test.
- 13.2.10 The student will have the testing procedure explained to them prior to taking the test.
- 13.2.11 The test will only be loaded in the system for (1) attempt.
- 13.2.12 If the student earns a passing grade of 70% he or she will advance to the next period.
- 13.2.13 If the student earns less than a 70% passing grade he or she must do remedial training prior to retaking the test on a later date.
- 13.2.14 Should the apprentice fail the test a second time, the apprentice will be required to study and re-test within 90 days.
- 13.2.15 If the apprentice fails the third attempt at the PBT, the apprentice will be cancelled from the apprenticeship program.

14 Local Joint Referral Rules

- 14.1 A copy of the Local Joint Referral Rules will be provided to the Apprentice by the Local Lodge at the time Apprentice signs the apprenticeship agreement.
- 14.2 Apprentices shall comply with the Local Joint Referral Rules. Violations of the Referral Rules will result in disciplinary action.

14.3 **BNAP POLICY: INDENTURED APPRENTICES SIGNING OUT-OF-WORK LISTS:** Each apprentice will be indentured in the geographical area of the Local Lodge in which he/she applied for admission to the program. The apprentice shall be eligible to sign the out-of-work list of that Local Lodge only. Referrals to job sites outside the geographical area of the Local Lodge must come through the Business Manager of the Local Lodge in which the apprentice is indentured. Any reasonable request made by an apprentice to work in another Local will not be withheld. All Business Managers are to notify MOST when apprentices are available to travel and MOST, by circular letter, will notify the locals of availability of apprentices. Apprentices are to be notified of this policy and informed that failure to comply with this policy can result in discipline, and including, cancellation from the program.

15 Drug/Alcohol Testing

15.1 Apprentice applicants selected for indenture will be given a copy of the MOST Drug & Alcohol Policy & Procedures.

15.1.1 The Area/National Coordinator shall notify the MOST office by FAX or E-mail, the name, social security number, address, home phone number, local number, date indentured, date graduated and date terminated of all apprentices.

15.1.2 Apprentices must have a current MOST drug screen certification to participate in any classes or training activities at the Local/Regional training facility.

15.1.3 Apprentices may be drug/alcohol tested while attending the Local/Regional Training Centers for Post-Accident, Incident, Reasonable Suspicion, or cause.

15.1.4 All drug/alcohol screening shall be conducted in accordance with MOST Drug/Alcohol Screening Policy and Procedures.

15.1.5 Apprentices shall be drug/alcohol tested while attending Local/Regional Training Centers using procedures, vendor, independent testing laboratory and / or the medical review officer of the MOST Drug Screening Program. All drug / alcohol testing shall be viewed testing.

15.2 Post-Accident/Incident:

15.2.1 When a drug/alcohol test is required due to a Post-Accident/Incident that occurs while attending the National or a Local Training Center, the national or local instructor will notify the national or area coordinator and the national or area coordinator will notify the MOST office with the required information, such as name, address, etc.

15.3 Cause:

15.3.1 Any indentured apprentice shall be subject to drug or alcohol testing, for cause, for any of the following reasons:

- 15.3.1.1 Involvement in, or causing, an incident or accident while attending class at a local/regional training center or while staying in a Hotel during school attendance which causes or could have caused injury to employees, apprentices, or other individuals, or which causes or could have caused destruction or damage to property.
- 15.3.1.2 Observed behavior which is unusual under the circumstances, or different from the individual's normal behavior, which indicates or could indicate impairment or drug/alcohol abuse.
- 15.3.1.3 Observed behavior must be witnessed by at least two [2] individuals.

15.4 Policy Changes:

All BNAP Policy changes that relate to drug/alcohol testing procedures must be reviewed and approved by the MOST Board of Trustees to insure there is no conflict in administering the program exists.

15.5 Consent and Information Release Form:

- 15.5.1 All apprentices indentured into the program must sign the BNAP Consent and Release Form at the time they sign the Apprenticeship Agreement.
- 15.5.2 Apprentices that refuse to sign the BNAP Consent and Release Form at the time they sign the Apprenticeship Agreement shall be terminated.

BNAP Drug Test Consent and Information Release Form (signed with Training Agreement)

I understand that one of the requirements for remaining indentured in the Boilermakers National Apprenticeship Program by and through one of its area committees is to submit to alcohol and drug testing under the Drug Testing Policy of the National Program. I acknowledge having received a copy of the Drug Testing Policy of the National Program.

I further understand that failure to consent to drug testing when requested to do so will result in cancellation of my apprenticeship agreement with the National Program and any of its area committees.

I further understand that the drug testing will be conducted under the Boilermaker MOST Drug and Alcohol Policy and Procedures through an independent testing laboratory selected by MOST. I acknowledge having received a copy of the Drug and Alcohol Policy and Procedures of the Boilermakers' MOST Program.

I authorize the independent testing laboratory to release the test results to a contact person selected by the Administrator of the MOST Program and/or the medical review officer. I further authorize the contact person and/or medical review officer to release the test results to the National or Area coordinator. I understand that the National or Area coordinator will use the information in accordance with the drug testing policy of the National Program, including the release of test results to individuals who need to know in order to carry out the drug testing policy of the National Program, and I authorize him/her to do so.

15.6 Cost of Treatment

Cost of treatment and/or entry into a drug/alcohol rehabilitation program Shall be the sole responsibility of the apprentice. The cost to the apprentice may be reduced to the extent the Boilermakers Health & Welfare Plan or the apprentice's own health plan provides coverage, assuming eligibility. Neither the Boilermakers National Joint Apprenticeship Program nor any of its area committees, officers, agents, employees or representatives will be responsible for any cost of treatment or rehabilitation.

15.7 Area Apprenticeship Rules

- 15.7.1 The BNAP Drug/Alcohol Policy, Procedures and any amendments or changes approved by the BNAP Board is recognized as a part of the Apprenticeship Rules.
- 15.7.2 DRUG TESTING: Newly indentured apprentices will not be referred for employment until results of drug test are received by Area Coordinator.
- 15.7.3 MOST/MRO PROCEDURES FOR POSITIVE SUBSTANCE ABUSE DONOR: REQUIRED RETURN TO DUTY DECISIONS: If a non-probationary apprentice is cleared for a re-test and the re-test is positive the apprentice is dropped from the program.

15.8 BNAP POLICY 10/17/1998: DRUG TESTING (APPRENTICES) INTERPRETATION:

- 15.8.1 When an apprentice is rejected or terminated from a job for receiving a positive result on a contractor drug test (not MOST) the following is to take place immediately:
- 15.8.2 The Business Manager is to notify (in writing) the Area Coordinator.
- 15.8.3 The Area Coordinator is to advise the MOST office and request a new C. O. C. to be sent.
- 15.8.4 If the apprentice test positive he/she is terminated from the program if probationary period.
- 15.8.5 If he/she is out of the probationary period they must comply with the MRO requirements if it is their first positive. If it is the second positive they are terminated from the program.

16 Credit Hours

16.1 Apprentices may receive up to a maximum of three thousand (3,000) hours credit toward completion of the program for the following:

16.2 Previous Boilermaker Related Experience:

16.2.1 Apprentices may receive up to three thousand (3,000) credit hours for previous Boilermaker, Boilermaker Sub-Journeyman, related craft, or shop experience. These hours must be verified by the Boilermakers Funds Office for Boilermaker or Boilermaker Sub-Journeyman experience, the related craft pension statement, or in the case of a shop, verification of hours and duties on Company letterhead with a contact phone number.

16.3 Vocational/Technical Training:

16.3.1 Apprentices may receive up to one thousand hours (1,000) for Vo-Technical school training in the metal trades if the training is post high school and accompanied by the student's transcript.

16.3.2 Apprentices may receive up to one thousand hours (1,000) for training in a formal welding school (Hobart, Lincoln, Tulsa etc.).

16.4 College Degree:

16.4.1 Apprentices may receive up to one thousand hours (1,000) for a two-year college degree.

16.4.2 Apprentices may receive an additional one thousand hours (1,000) for a four-year college degree.

16.5 Welding Certifications:

16.5.1 Plate [SMAW]: 250 hours

16.5.2 Tube Backing [SMAW]: 500 hours

16.5.3 Tube/Pipe Open Butt [SMAW]: 750 hours

16.5.4 Tube 6G Position [TIG/SMAW]: 1000 hours

16.5.5 Maximum combined hours for SMAW and GTAW certifications will not exceed one thousand hours (1,000).

16.5.6 A maximum of five hundred hours (500) may be granted for GMAW (Gas Metal Arc Welding) or FCAW (Flux-Core Arc Welding) certifications.

16.5.7 Only welding certifications from common arc or signatory Boilermaker Contractors will be accepted for credit hours.

16.6 SAJAC Policy 07/02/2015: Special Advancement for [Common Arc Certified Welders](#):

16.6.1 Apprentices with SMAW welding certifications shall be advanced to the period of 80%.

16.6.2 Apprentices with FCAW or GMAW welding certifications shall be advanced to the period of 85%.

16.6.3 Apprentices with 6g tube GTAW and SMAW welding certifications shall be advanced to the period of 90%.

16.6.4 Apprentices must notify the area apprenticeship office of their welding certifications to receive their advancement.

16.6.5 Welding certifications must be verified through common arc before the apprenticeship office can issue the advancement.

16.7 Rigging:

16.7.1 In addition to the previous practical or theoretical experience in the trade the Area Joint Committee will grant a maximum of seven hundred fifty hours (750) to an apprentice based on the following:

16.7.2 The apprentice must have completed and passed all four of the M.O.S.T. Supplementary Rigging Modules.

- 16.8 These credit hour rules apply to all apprentices indentured to the Southeastern Area Joint Apprenticeship Committee.
- 16.9 No credit hours of any kind (except for welding certifications) will be applied unless the apprentice has completed all his/her academic studies (all online coursework and tests, 4 years of Apprentice Classroom Training, and 21 OJT modules) and has paid his/her program fee.
- 16.10 No credit hours of any kind (except for welding certifications) will be applied until the apprentice is within the applicable credit hour range of accruing six thousand hours (6,000). For example: if the apprentice has completed his/her academic studies and has applied for seven hundred fifty (750) rigging hours, that apprentice will not receive those hours until he/she reaches five thousand two hundred and fifty hours (5,250) for a total of six thousand hours (6,000).

17 Disciplinary Action

17.1 Apprenticeship Program Violations:

- 17.1.1 When violations occur regarding Classroom/shop and Online Training Requirements, Monthly Hours Reporting, and Apprenticeship Fees, the area coordinator shall mail apprentices a semi-annual progress report stating each violation or suspension.
- 17.1.2 Each offence shall result in a 30-day suspension from work.
- 17.1.3 The progress report will advise that the apprentice has thirty (30) days from receipt of the report to comply with the requirements. Failure to comply within thirty (30) days will result in suspension from work.
- 17.1.4 The suspension will remain in effect until the requirements are met to have the suspension lifted.
- 17.1.5 If the requirements to have the suspension lifted are not met within thirty (30) days, the apprentice will be cancelled from the program.
- 17.1.6 A copy of the Progress Report and or suspension notice shall be sent to the Local Business Manager advising of the suspension.
- 17.1.7 The Business Manager shall have the apprentice removed from the job if employed.
- 17.1.8 The apprentice shall not be allowed to register on the out-of-work list until the business manager has been notified by the area coordinator that the suspension has been lifted.
- 17.1.9 If the apprentice is on the out-of-work list his name is to be removed and not allowed to register until the business manager has been notified by the area coordinator that the suspension has been lifted.
- 17.1.10 SAJAC Policy 4/9/2015: Upon request of the Local Business Manager, the SAJAC office will grant a Thirty (30) day extension to gainfully employed apprentices to submit all the delinquent items listed on their semi-annual progress report and avoid cancellation.

17.1.11 Apprentices that receive four (4) suspensions for violations of apprenticeship program requirements within a two (2) year period will be terminated from the program.

17.1.12 Apprentices shall be cancelled for any suspension incurred during the probationary period except for suspensions for late or missing monthly job reports incurred during the semi- annual progress report cycle.

17.2 Payment of Program Fee

17.2.1 Payment of the program fee is expected after two (2) months of reasonably continuous employment and required prior to attending Year-Two training classes.

17.2.2 Apprentices arriving at scheduled training (beyond Year-One classes) with unpaid program fees will be dismissed from class and receive an attendance violation for unexcused absence.

17.3 Classroom/Shop Training:

17.3.1 Apprentices arriving at scheduled classroom/shop training with incomplete or delinquent online lessons and/or coursework and suspended apprentices will not be permitted to attend and will receive an attendance violation for unexcused absence.

17.3.2 Any apprentice reported to be in violation of the B.N.A.P. policy on hotel conduct shall be dismissed from class and suspended pending review of the Committee. Upon review of the apprentice's violation the Committee will determine the appropriate disciplinary action up to and including the termination of the Apprenticeship Agreement.

17.4 Academic Honesty:

17.4.1 Students are responsible for the honest completion and representation of their work. By placing their name on their work, students certify the originality of all work not otherwise identified by appropriate acknowledgements.

17.4.2 Cheating is a form of academic dishonesty in which an individual undermines the integrity of an assignment or exam.

17.4.3 Any student who cheats on an assignment shall receive a zero (0) for the assignment, be dismissed from class, and be suspended and/or terminated from the program.

17.5 Attendance Violations and Dismissal from Class (Local/Regional Training Center):

17.5.1 Two (2) Violations within 30 days or Three (3) Violations within one year: Upon a second unexcused tardy or absence (in a 30-day period or third within one year), the apprentice will be dismissed from class, sent home at his/her own expense, and receive a mandatory 30-day suspension (if non-probationary) or cancellation from the program (if probationary).

17.5.2 A second no-show or dismissal from a scheduled training class will result in termination from the program.

17.6 Referral Rules Violations:

All apprentices are required to comply with the applicable provisions of the Local Joint Referral Rules (copy must be given to each apprentice when indentured) and a copy of which must be on file at the area coordinator's office. Apprentices will be suspended or terminated from the program under the National Program for:

- 17.6.1 When an apprentice is disciplined for violations of the Local Joint Referral Rules, the local Business Manager will immediately file a report with the Area Apprenticeship Office along with supporting documents advising of the reason(s) and what referral suspension was applied.
- 17.6.2 Apprentices may not refuse a work referral except for compelling reason. Each refusal shall be so noted and the Local Business Manager will immediately file a report with the Area Apprenticeship Office along with supporting documents advising of reason (s) for refusal.
- 17.6.3 An apprentice that is refused employment for just cause (subject to different employers within a one (1) year period) is cause for termination from the program. It will be the responsibility of the Business Manager to immediately send a report to the Area Coordinator's Office along with supporting documents advising of the reason (s) for the refusal (s).
- 17.6.4 Chronic violations of the Local Joint Referral Rules are cause for termination from the program. All reports will be filed immediately as the infractions occur. Apprentices have the right to submit a referral dispute to the Local Joint Referral Disputes Committee in keeping within the Rules.
- 17.6.5 The Area Apprenticeship Committee should refer all apprentice referral disputes back to the Local Business Manager.
- 17.6.6 Any suspension Section 9 of the Uniform Referral Standards during the probationary period shall result in automatic cancellation of the apprenticeship agreement absent any grievance or dispute.
- 17.6.7 Three suspensions under Section 9 of the Uniform Referral Standards in any twelve-month period shall result in automatic cancellation of the apprenticeship agreement absent any grievance or dispute.

17.7 Drug/Alcohol Policy Violations:

- 17.7.1 A probationary apprentice will be automatically terminated if he/she tests positive and will not be eligible to reapply for admission to the program for a period of two years except he/she may reapply after a period of 6 months from the date of termination if he/she has completed a bona fide rehabilitation program and/or otherwise complied with the recommendation or instructions of the [MOST Programs] MRO. The Area Coordinator will be responsible for advising the apprentice of his/her termination and options with respect to reapplying.
- 17.7.2 A non-probationary apprentice who tests positive will automatically receive a thirty (30) day suspension from the apprenticeship program as well as from work and employment referral. The apprentice is required to have a negative re-test through MOST before the end of the thirty (30) day suspension or be terminated from the program.

17.7.3 A non-probationary apprentice who tests positive a second time will automatically be terminated from the program.

17.7.4 Refusal to submit to drug/alcohol testing shall result in immediate termination.

17.8 Lack of Progress:

17.8.1 Apprentices reporting less than one hundred fifty (150) actual work hours during any twelve (12) month period while enrolled in the program will be cancelled for lack of progress. (Does not apply to apprentices on Leave of Absence.) A waiver may be requested due to lack of available work or other extenuating circumstances and must be approved by the Area Director.

18 Notification of Terminations

18.1 All letters of terminations shall be issued by the Area Coordinator at the request of the Area Joint Committee after the review and approval of the Area Joint Committee. The termination notice to the apprentice will contain the reason(s) for the termination and the appeal procedures in case the apprentice should desire to appeal the Area Joint Committees action.

18.2 A copy of all terminations will be sent to the current local business manager.

19 Appeal Procedures

19.1 Probationary Period Apprentices do not have appeal rights regarding Termination (See National Standards, Article IX, Probationary Period).

19.2 Except for Referral Rules related discipline, an Apprentice may appeal any imposed suspension or termination only in the following manner:

19.2.1 By written appeal to the Area Apprenticeship Committee mailed by registered or certified mail to the Area Coordinator within thirty (30) days of the date of mailing of the notice of the discipline to the Apprentice. Failure to appeal in this manner shall be a waiver of any rights to appeal the discipline imposed.

19.2.2 within fifteen (15) days of receipt of the Apprentice's written, mailed appeal, the Area Coordinator shall mail to the Apprentice's last known address, notice of the date, time and place of a hearing before the Area Apprenticeship Committee. The hearing shall be scheduled to coincide with the next regular area committee meeting.

19.2.3 At the hearing, the Apprentice will be afforded the opportunity to refute the allegations which form the basis of the discipline appealed. The Apprentice shall represent him/herself and is responsible for bringing any evidence or witnesses that the Apprentice deems necessary to dispute the discipline.

19.2.4 The Area Apprenticeship Committee shall mail a written decision to the Apprentice at the last known address within fifteen (15) days of the adjournment of the hearing.

19.2.5 BNAP POLICY: 08/22/2005: Cancelled apprentices may no longer appeal to the Boilermakers National Apprenticeship Program. Effective date: June 01, 2005.

20 US DEPARTMENT OF LABOR POLICY:

20.1 No apprentice will be allowed to be signed to (2) Apprenticeship Programs Simultaneously.

21 Leave of Absence Policy for Apprentices

The Boilermakers National Apprenticeship Program (“Program” or “BNAP”) recognizes that apprentices may need to be absent from their training or educational obligations for various reasons. These may include issues related to an apprentice’s own medical condition or that of a family member. It is the position of the Program to accommodate this needed time-off, assuming adherence to the leave and notification obligations in this Leave of Absence Policy (“Policy”).

A request for a leave of absence must be submitted to the Area Coordinator, and must be approved by the Area Committee or the applicable Administrative Committee, if one has been established. Where the need for a leave of absence is foreseeable, the apprentice shall provide written notice at least 30 days prior to the start of the leave period. If the need for leave is the result on an emergency or other unexpected circumstances, notification shall be provided to the Area Coordinator as soon as practicable. In such circumstances, a verbal notification shortly after the onset of the leave of absence shall suffice. Should an apprentice fail to give the required notice without reasonable excuse, the Program shall be entitled to delay or deny the leave of absence request.

A request for leave shall be assessed by the respective Committee on a case-by-case basis according to the needs of the apprentice and the impact of the apprentice’s absence on the Program. In the determination of the respective Committee, the limitations on leave and notification requirements may be subject to adjustment on a case-by-case basis where necessary to reasonably accommodate an apprentice.

21.1 Basic Leave of Absence

In the interest of protecting the health and well-being of apprentices and their family members, apprentices who have completed their probationary period may be entitled to a leave of absence, not to exceed 12 weeks during any 12-consecutive month. Leave may be taken for any one, or for a combination, of the following reasons:

- For the birth of an apprentice’s child, or to care for the newborn child;
- For placement with the apprentice of a child for adoption of foster care, and to care for a newly-placed child;

- To care for the apprentice’s spouse, child under 18, or parent (but not in-law) with a serious health condition
- For the apprentice’s own serious health condition which makes him or her unable to perform one or more of the essential functions of the on-the-job training or educational requirements.
- For any “qualifying exigency” (including attending military events, arranging for alternative childcare, addressing financial and legal arrangements, and attending counseling sessions) resulting from the fact that the apprentice’s spouse, son, or parent is a military member on active duty or is on call-to-active duty status as a member of the military reserves.

For purposes of this policy, a “serious health condition” shall generally mean an absence of more than three consecutive days caused by a condition requiring treatment and which renders the individual unable to do his normal activities, or any period of incapacity for a chronic condition or one requiring inpatient care.

Where requested by the Area Coordinator or Director, an apprentice seeking leave for a serious medical condition must provide, within fifteen (15) days of the request, a certification to the Area Coordinator supporting the need for such leave. The certification must be executed by the apprentice’s health care provider or, if applicable, the health care provider of the apprentice’s spouse, child, or parent. All costs for obtaining certification shall be the exclusive responsibility of the apprentice. An apprentice requesting a leave beyond one month may be asked to submit an additional certification for each thirty (30) days of absence if, in the discretion of the Area Coordinator, it is necessary to establish grounds for continued leave from the Program.

Once it has been determined that the requested leave is for an approved reason, the Program will immediately submit written notice to the apprentice of the approval and the procedures for reinstatement into the Program. If leave is not granted, the Program shall provide written notice of the reasons why.

Upon a return to work at the end of a leave taken because of a serious health condition, an apprentice must provide medical certification to the Area Coordinator confirming that he or she is able to return to work. The fitness-for-duty certification must specifically address the health condition upon which the leave was initially granted. The employee is responsible for any costs involved in obtaining a fitness-for-duty certification. The Program shall not require any second or third opinions for a fitness-for-duty certification.

21.2 Extended Leave of Absence Policy

Where the length of an apprentice’s anticipated leave of absence will exceed that provided by the FMLA, or where an apprentice has already exhausted FMLA leave, he or she may be eligible to request an additional period of job-protected medical leave as a reasonable accommodation under the Americans with Disabilities Act (“ADA”). Where requested by the Area Coordinator,

the apprentice must submit documentation from a health care provider sufficient to establish that the apprentice is disabled, the functional limitations of that disability, and that he or she is qualified for a reasonable accommodation under the ADA.

If an absence is requested as a reasonable accommodation, the apprentice must provide at least an approximation of the date anticipated for the apprentice's return to the Program. A request for a leave of absence without a reasonably-approximate return date may be denied. A request for indefinite leave with no end date may not be a reasonable accommodation, as it could cause undue hardship to the Program and prevent the apprentice from performing the essential functions of the Program, including on-the-job training and classroom education.

The request must be provided to the Area Coordinator, and shall be assessed by the respective Committee to determine whether the grounds for leave are appropriate. Among the grounds for requesting leave from the Program as a reasonable accommodation under the ADA are the following:

- Obtaining medical treatment or therapy
- Recuperation from medical treatment, therapy, or surgery
- Obtaining repairs on an assistive device

Adjustments to this Policy may be made if, in the exclusive discretion of the Committee, they are necessary to provide a reasonable accommodation to a disabled apprentice. A request for leave may be denied if, after discussions between the Area Coordinator and the apprentice, it is determined that another effective accommodation can be provided that eliminates the need for leave.

An apprentice who wishes to continue a leave of absence for a period beyond that made in his or her initial estimate shall communicate, in writing, the reasons for continuing such leave of absence as a reasonable accommodation.

21.3 Military Leave of Absence

In compliance with the Uninformed Services Employment and Reemployment Rights Act of 1994, a leave of absence for military service shall be granted for the voluntary or involuntary performance of active duty, training, military fitness examinations, funeral honors duty, and other military obligations associated with service in the uniformed services. In most cases, an apprentice is entitled to a leave of absence not to exceed five (5) years.

The apprentice shall submit reasonable notice to the Area Coordinator detailing the military service, with start and return dates where possible. A military service order, or equivalent, must be provided. Failure to provide reasonable notice may affect your rights to return to the Program.

An apprentice returning from military service shall be reinstated to the Program at a level reflecting the experience and training the apprentice received before the onset of military service.

22 Discrimination and Harassment Policy

22.1 PURPOSE

This Policy has been adopted by the Boilermakers National Joint Apprenticeship Board and each of the Area Apprenticeship Programs Committees to:

define their policy regarding discrimination or harassment directed at, or engaged in by, any of their apprentices,

to prohibit such discrimination or harassment in all its forms, and

to provide a method of redress for apprentices who believe that they have been victimized by or witnessed such discrimination or harassment while apprenticing in the Boilermakers National Apprenticeship Program and/or any of the Area Apprenticeship Programs.

22.2 COVERAGE

This Policy applies to all apprentices. For the purposes of this Policy, apprentices shall include all pre-apprentices, apprentices, trainees, interns and helpers in BNAP and any of the Area Apprenticeship Programs.

22.3 DISCRIMINATION DEFINED

Discrimination is adverse treatment of any individual based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or disability with regard to: (1) Recruitment, outreach, and selection procedures; (2) Hiring and/or placement, upgrading, periodic advancement, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring; (3) Rotation among work processes; (4) Imposition of penalties or other disciplinary action; (5) Rates of pay or any other form of compensation and changes in compensation; (6) Conditions of work; (7) Hours of work and hours of training provided; (8) Job assignments; (9) Leaves of absence, sick leave, or any other leave; and (10) Any other benefit, term, condition, or privilege associated with apprenticeship.

Discrimination may involve, but is not limited to, one of the following: (1) Making decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, or individuals with disabilities, or based on myths or assumptions about an individual's genetic information, or (2) Denying opportunities to a person because of marriage to, or association with, an individual of a particular race, color, religion, national

origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information or an individual with a disability.

22.4 HARASSMENT DEFINED

Harassment is a form of discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), the Americans with Disabilities Act of 1990, (ADA), the Pregnancy Discrimination Act, (PDA), the Genetic Information Nondiscrimination Act, (GINA) and the regulations promulgated thereunder.

Harassment is unwelcome conduct that is based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age, genetic information, or disability. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued participation in the apprenticeship program, or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination or harassment charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

The harasser can be the victim's supervisor, a supervisor in another area, a fellow apprentice, a journeyworker, an agent of an employer, a co-worker, or a non-employee.

The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.

Unlawful harassment may occur without economic injury to, or discharge of, the victim.

22.5 PROHIBITION OF DISCRIMINATION AND HARASSMENT

BNAP and the Area Apprenticeship Programs believe that discrimination and harassment are forms of misconduct that undermine the integrity of the apprenticeship and training relationship, debilitate morale and, therefore, interfere with effective apprenticeship and training. BNAP and the Area Apprenticeship Programs will not tolerate discrimination or harassment of any kind. BNAP and the Area Apprenticeship Programs will not tolerate any adverse treatment of its apprentices because they reported instances of discrimination or

harassment or provided information relating to an investigation into allegations of discrimination or harassment. It is the policy of the BNAP and the Area Apprenticeship Programs to prevent and promptly correct any instance of discrimination against, or harassment of or by its apprentices.

22.6 COMPLAINT PROCEDURE

Filing a Complaint

BNAP and the Area Apprenticeship Programs cannot effectively prevent or remedy acts of discrimination or harassment without knowledge of its occurrence. Apprentices who believe they or another apprentice have been subjected to discrimination or harassment should immediately report such conduct through the Complaint Procedure described in Section V of this Policy. BNAP and the Area Apprenticeship Programs strongly encourage anyone who believes that they suffered or witnessed discrimination or harassment to report such harassment before it becomes severe or pervasive.

Complaints of discrimination or harassment should be submitted in writing to one or more of the individuals identified in Appendix B who are responsible for overseeing BNAP and the Area Apprenticeship Programs' commitment to equal opportunity in apprenticeship. Such complaints may be hand-delivered to any of these individuals or mailed to their address in an envelope marked "Personal." The Coordinator or Director of each respective Area should ensure that any changes to the appointed individuals or contact information in Appendix B are communicated in a timely manner. Individuals who believe they have been subjected to or witnessed discrimination or harassment by the Chairman and/or Secretary of BNAP or an Area Program should submit their allegations in writing, in an envelope marked "Personal," to BNAP's legal counsel Jason McClitis or Michael J. Stapp (or BNAP's successor legal counsel) at the following address: Blake & Uhlig, P.A., 753 State Avenue, Ste. 475, Kansas City, KS 66101.

All such complaints should include the following information:

1. the identity of the complainant, including the complainant's name, address and telephone number or other means of contacting the complainant;
2. the identity of alleged offender(s);
3. the behavior that the apprentice believes constitutes discrimination or harassment, including the date(s), location(s), and the presence of any witnesses; and
4. any other information the complainant believes to be relevant or important.

In the event the alleged discrimination or harassment occurs during or in connection with employment with a signatory employer, all resulting claims of discrimination or harassment must be processed in compliance with the grievance/arbitration procedure as set forth in the applicable collective bargaining agreement (CBA). The complainant should contact his/her union steward or other union representative, if he/she needs assistance in filing a timely

grievance. In the event the complainant does not know who to contact, he or she may contact the Area Coordinator or Director identified in Appendix B who shall assist the complainant in determining the proper person to contact. Please note many CBAs may have a short period of time within which to file a grievance. The union responsible for processing grievances under the applicable CBA shall process such grievance in accordance with the CBA and in accordance with the union's duty of fair representation.

In addition to filing a grievance under the terms of the CBA, apprentices should report discrimination or harassment in connection with their employment with a signatory employer to BNAP and/or the Area Apprenticeship Program using the complaint procedure provided in Section V of this Policy. It is the policy of BNAP and the Area Apprenticeship Programs to undertake steps to address harassment or discriminatory actions taken by signatory employers when BNAP and the Area Apprenticeship Programs have knowledge of such actions. Such steps include entering into written agreements with the employer setting forth reasonable procedures to ensure that employment opportunity is being granted and terminating relationships with employers who fail to remedy acts of discrimination or harassment.

22.7 Investigation of the Complaint

Immediately upon receipt of the complaint of discrimination or harassment, the individual who receives the complaint shall contact and promptly forward a copy of the complaint to the BNAP Chairman and Secretary and, if applicable, the equivalent trustees of the Area Apprenticeship Program and the Area Coordinator(s) or Director. In cases involving alleged harassment by the Chairman and/or Secretary of BNAP, BNAP's legal counsel will forward such complaints to the remaining members of the BNAP Board of Trustees who are not alleged to have involvement in the alleged discrimination or harassment.

An individual or a committee shall be appointed to conduct a prompt, thorough, and impartial investigation of the complaint and recommend remedial action, if warranted and available under the circumstances. In no event, shall the appointed investigator(s) include the alleged offender(s), nor shall the appointed investigator(s) be related to the alleged offender(s) by blood or by marriage. The investigation will include, but will not necessarily be limited to, interviews with the complainant and/or victim(s), offender(s), and witnesses.

Upon completion of the investigation, the appointed investigator or investigatory committee shall submit its findings and recommended remedial action, if any, to BNAP and/or the applicable Area Apprenticeship Committee.

22.8 Determinations of Discrimination and/or Harassment and Corrective Action

BNAP and/or the Area Apprenticeship Committee shall review the investigation's findings and recommendations, and (with the aid of legal counsel, if necessary): (1) make a determination as to whether discrimination or harassment has occurred; and, if so, (2) take any action it believes to be available and appropriate to correct such discrimination or harassment and to prevent its

reoccurrence. BNAP and/or the Area Apprenticeship Committee shall issue a written determination of its findings, which shall be mailed to the complainant's address.

If BNAP and/or the Area Apprenticeship Committee determine from the investigation that no discrimination or harassment has occurred, and/or that BNAP and/or the Area Apprenticeship Committee is not the appropriate entity to remedy the alleged discrimination or harassment, the results of the investigation will be reduced to writing and the complainant shall be so notified. The investigatory file shall be closed and no notation shall be made in the personnel files of either the complainant or the alleged offender.

Should BNAP and/or the Area Apprenticeship Committee determine from the investigation that discrimination or harassment has occurred, it shall, if appropriate under the circumstances, take any action it believes to be available and appropriate to correct such discrimination or harassment and to prevent its reoccurrence, including actions that may differ from the investigation's recommendations. The complainant shall be informed of the determination and the remedial actions taken against the offender. Additionally, a notation regarding the discrimination or harassment and the remedial action taken shall be placed in the offender's file.

In the event an apprentice believes he/she has been subject to discrimination or harassment on a job site or in connection with employment by a signatory employer, he/she shall make his/her employer immediately aware and follow the employer's discrimination and harassment policy. He/she may also file a grievance in accordance with the applicable collective bargaining agreement in effect. Should BNAP or an Area Program determine that a signatory employer has not properly remedied or addressed acts of discrimination or harassment, it shall address such acts with the employer, and if continuing or otherwise unremedied, take steps to remove the employer from participating in the apprenticeship program.

22.9 Appeals

If a complainant or an alleged offender feels that BNAP's and/or the Area Apprenticeship Committee's determinations and/or corrective actions are incorrect, inappropriate, or otherwise not satisfactory or sufficient, he or she may appeal such determination and/or action at the next full meeting of the National Board and/or Area Apprenticeship Committee, by filing a written "Appeal" addressed to the National Board (753 State Ave., Ste. 754 Kansas City, KS 66101) and/or Area Committee, as appropriate. An "Appeal" must be received within 30 days of the written determination as set forth in Article V(c) of this Policy.

22.10 Confidentiality & Prohibition against Retaliation

All complaints and testimony provided by individuals during the course of an investigation into allegations of discrimination or harassment shall be kept as confidential as possible and shall be held in a file separate from other personnel and apprentice files.

It should be noted, however, that the identity of the complainant is usually revealed to the alleged offender and witnesses during the course of an investigation into alleged discrimination or harassment. Nonetheless, retaliation against any apprentice for bringing a discrimination or harassment complaint or assisting in the investigation of such a complaint is strictly prohibited. Any employee or apprentice who believes that they are a victim of or have knowledge of such retaliation should report such conduct through this Complaint Procedure. Such a complaint shall be investigated and addressed in the same manner as a discrimination or harassment complaint.

22.11 Your Right to Equal Opportunity

It is against the law for a sponsor of an apprenticeship program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If you think that you have been subjected to discrimination, you may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the U.S. Department of Labor, Office of Apprenticeship or State Apprenticeship Agency: Alabama: Medical Forum Bldg., 950 22nd Street North, Room 648, Birmingham, AL 35203, Tel: (205) 731-1308, E-Mail: Dixon.Rowland@dol.gov, Attn: Rowland C. Dixon; Arkansas: 700 West Capitol Street, Room 3507, Little Rock, AR 72201-3204, Tel: (501) 324-5415, E-Mail: Price.Lester@dol.gov, Attn: Lester 'Lee' Price; District of Columbia: 4058 Minnesota Avenue, NE, Suite 3900, Washington, DC 20019, Tel: (202) 698-5099, Email: Lewis.Brown@dc.gov, Attn: Lewis Brown; Florida: 325 W. Gaines Street, Room 754, Tallahassee, FL 32399, Tel: (850) 245- 0454, E-Mail: Richard.Norman@fldoe.org, Attn: Richard "Ted" Norman; Georgia: 61 Forsyth Street SW, Room 6T80, Atlanta, GA 30303, Tel: (404) 302-5897, Attn: William Kraus; Iowa: 210 Walnut Street, Room 715, Des Moines, IA 50309, Tel: (515) 284-4690, Email: Sisson.Greer@dol.gov, Attn: Greer Sisson; Kansas:1000 Southwest Jackson Street, Suite 100, Topeka, KS 66612-1354, Tel: (913) 577-5940, Email: TConey@kansascommerce.com, Attn: Theo Coney; Kentucky: 1047 U.S. Highway 127 South, Suite 4, Frankfort, KY 40601, Tel: (502) 564-3070, E-Mail: Mike.Donta@ky.gov, Attn: Mike Donta; Louisiana: P.O. Box 94094, 1001 N.23rd, Baton Rouge, LA 70802-3338, Tel: (225) 342-7819, E-Mail: KMiller@lwc.la.gov, Attn: Karen Miller; Maryland: 1100 North Eutaw Street, Baltimore, MD 21201, Tel: (410) 767-3969, E-Mail: Christopher.Maclarion@maryland.gov, Attn: Christopher MacLarion; Mississippi: Federal Building, 100 West Capitol Street, Room 771, Jackson, MS 39269, Tel: (601) 965-4346, E-Mail: Westcott.Fred@dol.gov, Attn: Woodrow Middleton; Missouri: Robert A. Young Federal Building, 1222 Spruce Street, Room 9.102E, St. Louis, MO 63103, Tel: (314) 539-2519, E-Mail: Perry.Neil@dol.gov, Attn: Neil Perry; Nebraska: 222 South 15th Street – Suite 405C, Central Park Plaza, South Tower, Omaha, NE 68102-1608, Tel: (402) 221-3281, Email: Creemeens-Risinger.D@dol.gov, Attn: Debra Creemeens-Risinger; North Carolina: 4316 Mail Service Center, Raleigh, NC 27699, Tel: (919) 814-0303, E-Mail: apprenticeshipmail@nccommerce.com, Attn: Kathryn P. Castellones; Ohio: P.O. Box 1618, Columbus, OH 43216-1618, Tel: (614) 466-9498, E-Mail: MacieA@odjfs.state.oh.us, Attn: Andy Maciejewski; Oklahoma: 215 Dean A McGee Avenue, Suite 346, Oklahoma City, OK 73102, Tel: (405) 231-4338, E-Mail: Walton.Shannan.L@dol.gov, Attn: Shannan L.

Walton; South Carolina: 1835 Assembly Street, Room 838, Columbia, SC 29201, Tel: (803) 765-5547, Email: Vaughan.Charles@dol.gov, Attn: Charles Vaughan; Tennessee: Airport Executive Plaza, 1321 Murfreesboro Road, Suite 541, Nashville, TN 37217, Tel: (615) 781-5318, E-Mail: Brown.Nat@dol.gov, Attn: Nathaniel Brown; Texas: 300 East 8th Street, Suite 914, Austin, TX 78701, Tel: (512) 916-5435, E-Mail: Light.Dudley@dol.gov, Attn: James 'Dudley' Light; Virginia: Main Street Centre, 600 East Main Street, Ste 207, Richmond, VA 23219, Tel: (804) 225-4362, E-Mail: Patricia.Morrison@doli.virginia.gov, Attn: Trish Morrison. West Virginia: 405 Capitol Street, Suite 409, Charleston, WV 25301, Tel: (304) 347-5794, E-Mail: Milnes.Kenneth@dol.gov, Attn: Kenneth Milnes. You may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov. Alabama: Alabama Department of Human Resources, Office of Equal Employment & Civil Rights, Gordon Persons Building, Suite 2104, 50 North Ripley Street, Montgomery, AL 36130, Tel: (334) 242-1550, Fax: (334) 353-1115, Email Address: oeecr@dhr.alabama.gov, Website: <http://dhr.alabama.gov>; Arkansas: N/A; Delaware: Delaware Human Relations Division, Carvel Building, 820 N. French Street, Wilmington, DE 19801, Tel: (302) 577-8277, Fax: (302) 577-3996, Email: jobs@state.de.us, Website: <http://statehumanrelations.delaware.gov>; District of Columbia: District of Columbia, Office of Human Rights, 441 4th Street NW, Suite 570N, Washington DC, 20001, Tel: (202) 727-4559, TTY, 711, Fax: (202) 727-9589, Email: ohr.intake@dc.gov, Website: <https://ohr.dc.gov/>; Florida: Florida Commission on Human Relations, 4075 Esplanade Way, Suite 110, Tallahassee, FL 32399-7020, Tel: (850) 488-7082, Toll-Free: 1-800-342-8170, The Florida Relay Service Voice (statewide): 711, TDD ASCII: (800) 955-1339, TDD Baudot: (800) 955 – 8771, Fax: (850) 487-1007, E-Mail: fchrinfo@fchr.myflorida.com, Web Site: <http://fchr.state.fl.us>; Georgia: Georgia Commission on Equal Opportunity, 7 Martin Luther King, Jr. Drive, S.E., 3rd Floor-Suite 351, Atlanta, GA 30334, Tel: (404) 651-6458, 1-800-473-6736, Fax: (404) 656-4399, Email: rbrown@gceo.state.ga.us, Website: <http://gceo.state.ga.us>; Iowa: Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0201, Tel: (515) 281-4121, (800) 457- 4416, Fax: (515) 242-5840, Website: <https://icrc.iowa.gov>; Kansas: Kansas Human Rights Commission, Landon State Office Building, 900 SW Jackson Street, Suite 568 South, Topeka, KS 66612-1258, Tel: (785) 296-3206, TDD: (785) 296-0245, Fax: (785) 296-0589, Website: <http://www.khrc.net>; Kentucky: Kentucky Commission on Human Rights, Louisville: 332 W. Broadway, Suite 1400, Louisville, KY 40202, Tel: (502) 595-4024, Toll- free: (800) 292-5566, Fax: (502) 595-4801; Northern Kentucky: 20 West Pike St., Suite 108, Covington, KY 41011-242, Tel: (859) 292-2935, Fax: (859) 292-2938; Email: kchr.mail@ky.gov, Website: www.kchr.ky.gov; Louisiana: Louisiana Commission on Human Rights, P.O. Box 94094, Baton Rouge, LA 70804-9094, Tel: (225) 342-6969, Fax: (225) 342-2063, Website: <http://gov.louisiana.gov/page/lchr>; Maryland: Maryland Human Rights Commission, Attn: Intake, William Donald Schaefer Tower, 6 Saint Paul Street, 9th Floor, Baltimore, MD 21202-1631, Tel: (410) 767-8600, Toll-free number: 1-800-637-6247 (Para español, marque el 2), Maryland Relay: 711, Email: mccr@maryland.gov, Website: <http://mccr.maryland.gov/>; Mississippi: N/A; Missouri: Missouri Commission Human Rights, 3315 W. Truman Blvd., Rm 212, P.O. Box 1129, Jefferson City, MO 65102-1129, Tel: (573) 751-3325, Toll-Free Complaint Hotline: 1-877-781-4236,

Relay Missouri: 711, TDD: 1-800-735-2966, Fax: (573) 751-2905, Email: mchr@labor.mo.gov, Website: <http://labor.mo.gov/mohumanrights>; Nebraska: Nebraska Equal Opportunity Commission, Lincoln (Main Office): Nebraska State Office Building, 301 Centennial Mall South, 5th Floor, PO Box 94934, Lincoln, NE 68509-4934, Tel: (402) 471-2024, Toll Free: (800) 642-6112, Fax: (402) 471-4059; Omaha: State Office Building, 1313 Farnam-on-the-Mall, Suite 318, Omaha, NE 68102-1836, Tel: (402) 595-2028, Toll Free: (800) 382-7820, Fax: (402) 595-1205; Scottsbluff: Panhandle State Office Complex, 505A Broadway, Suite 600, Scottsbluff, NE 68361-3515, Tel: (308) 632-1340, Toll Free: (800) 830-8633, Fax: (308) 632-1341; Website: www.nol.org/home/NEOC; North Carolina: N/A; Ohio: Ohio Civil Rights Commission, Central Office: Rhodes State Office Tower, 30 East Broad Street, 5th Floor, Columbus, OH 43215, Tel: (614) 466-2785, Fax: (614) 644-8776; Cincinnati- Satellite Office: Mid-Pointe Towers, 7162 Reading Road, Suite 1005, Cincinnati, OH 45237, Tel: (513) 351-2541, TTY: (937) 285-6500, Fax: (513) 351-2616; Columbus Regional Office: Rhodes State Office Tower, 30 East Broad Street, 4th Floor, Columbus, OH 43215, Tel: (614) 466-2785, TTY: (614) 752-2391, Fax: (614) 466-6250; Dayton Regional Office: 3055 Kettering Blvd, Suite 111, Dayton, OH 45439, Tel: (937) 285-6500, TTY: (937) 285-6500, Fax: (937) 285-6606; Website: <http://crc.ohio.gov/>; South Carolina: South Carolina Human Affairs Commission, 1026 Sumter Street, Suite 101, Columbia, SC 29201, Tel: (803) 737-7800, Toll Free: 1-800-521-0725, Fax: (803) 737-7835, Email: information@schac.state.sc.us, Website: <http://www.schac.sc.gov>; Tennessee: Tennessee Human Rights Commission, 312 Rosa L Parks Ave, 23rd floor Nashville, TN 37243, Tel: (615) 741-5825, Toll Free: (800) 251-3589, Fax: (615) 253-1886 | 615-532-2197, Email: ask.thrc@tn.gov, Website: <https://www.tn.gov/humanrights>; Texas: Texas Workforce Commission Civil Rights Division, 101 East 15th Street, Guadalupe CRD, Austin, TX 78778-0001, Tel: (888) 452-4778, Fax: (512) 482-8465, Email: EEOIntake@twc.state.tx.us, Website: <http://www.twc.state.tx.us>; Virginia: Office of the Attorney General - Division of Human Rights, 202 North Ninth Street, Richmond, VA 23219, Tel: (804) 225-2292, Fax: (804) 225-3294, Email: human_rights@oag.state.va.us, Website: <http://www.oag.state.va.us/programs-initiatives/human-rights>; West Virginia: West Virginia Human Rights Commission, 1321 Plaza East Room 108A, Charleston, WV 25301-1400, Tel: (304) 558-2616, Toll Free: (888) 676-5546, Fax: (304) 558-0085, Website: <http://www.hrc.wv.gov>.

Each complaint filed must be made in writing and include the following information:

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

23 Policy on Impaired Apprentices at Training Centers

- 23.1 It is the policy of the Boilermakers National Apprenticeship Program (“BNAP”) to protect the safety of individuals taking part in instruction at training centers by safely and efficiently removing an individual who is suspected of being under the influence of alcohol and/or drugs from the training center.
- 23.2 By signing the apprenticeship agreement, an apprentice agrees to be bound by the terms of this policy and shall hold harmless the BNAP and the Area Committee from any liability which may arise from adherence to this policy.
- 23.3 An apprentice suspected of being under the influence of drugs and/or alcohol while attending the training center shall be ordered immediately removed from the facility.
- 23.4 A minimum of two (2) witnesses shall provide written statements regarding their observations of the individual’s alleged intoxication, including details of the apprentice’s behavior, appearance, and/or odor. In cases where there are at least two individuals employed by the Fund on site at the facility, witness statements shall be taken from those individuals. In locations where there is only one individual employed by the Fund on site, a member of the apprenticeship class may serve as a witness in order to meet the requirement of two (2) witness statements.
- 23.5 A minimum of two (2) witnesses shall monitor the apprentice at all times prior to the ultimate departure or removal of the apprentice from the grounds of the training center. In cases where there are at least two individuals employed by the Fund on site at the facility, those individuals shall be obligated to monitor the apprentice. In locations where there is only one individual employed by the Fund on site, a member of the apprenticeship class may be used to monitor the individual to meet this requirement.
- 23.6 The Instructor of the training center shall notify the applicable Area Coordinator of the events occurring at the facility and shall submit within ten (10) days a written report, including witness statements, to the Area Coordinator for review and potential disciplinary action.
- 23.7 The Instructor of the training center shall make all reasonable efforts to remove the apprentice from the grounds of the facility. The Instructor may, within his or her discretion, reasonably assist to arrange transportation for the apprentice by taking any of the following actions:
- 23.8 The Instructor may first make attempts to contact the emergency contact indicated on the apprentice’s confirmation of receipt and acknowledgment form or another responsible party to transport the apprentice from the facility.
- 23.9 The Instructor may arrange for a taxicab or other transportation to drive the apprentice to his residence or to a medical facility, at the expense of the apprentice. In no event, shall funds of the BNAP, any subordinate body thereof, or a training center be used for the transportation of an impaired apprentice.

- 23.10 Should the distance between the training center and the apprentice's residence be determined too far so as to make transportation efforts unreasonable, the Instructor is authorized to contact local authorities to remove the apprentice from the facility.
- 23.11 Should an impaired apprentice leave the facility by operating a motor vehicle while suspected of being under the influence of drugs and/or alcohol, the Instructor of the training center shall contact the local police department and provide a description of the make, model, and license plate of the vehicle being operated by the apprentice.

24 SAJAC Accident Policy

- 24.1 Whenever an apprentice or journeyman is injured in or during classroom/shop training, the instructor shall see that the apprentice or journeyman receives immediate and appropriate medical treatment. In the event the injury should require the attention of a medical professional; the instructor will be provided a list of PPO providers in the area that the training is being conducted.
- 24.2 Payment of any medical treatment for an injury to an apprentice or journeyman is first and foremost the responsibility of the injured person. All apprentices and journeymen who have an up-to-date "Plan G" card, should carry the card with them during all classroom training. However, SAJAC, and the local training center both carry insurance policies which provides supplemental medical coverage on all participants and journeymen participating in approved training. These policies will coordinate with Plan G or other coverage for payment of medical treatment. In some circumstances these policies may pay some, or even all, of the cost of treatment to the injured apprentice or journeyman. Lack of "Plan G" coverage is not an excuse for not providing appropriate medical attention to an injured apprentice or journeyman.
- 24.3 Whenever any injury occurs, the instructor shall:
- 24.3.1 See that the injured apprentice or journeyman receives immediate and appropriate medical attention.
 - 24.3.2 Contact the SAJAC office concerning the incident as soon as possible.
 - 24.3.3 Fill out a written accident report as soon as possible (provided by SAJAC).
 - 24.3.4 Fully cooperate with SAJAC, the local training center, and all insurers in reporting and investigating the matter.

25 Course Listing

The following is a listing of courses required for all Boilermaker Apprentices:

25.1 M.O.S.T. Classes:

25.1.1 Boilermaker apprentices are required to complete the M.O.S.T. OSHA 10 class within six (6) months being indentured.

25.1.2 Apprentices must complete all four (4) M.O.S.T. Supplementary Rigging Modules prior to graduation.

25.1.3 Apprentices must complete the M.O.S.T. Field Leadership Training prior to graduation.

25.2 Online Courses:

Course Name	Course Code
Year 1 Course 01: Orientation	y1c01
Year 1 Course 04: Drug & Alcohol Awareness	Y1C04
Year 1 Course 05: Trade Technologies	Y1C05
Year 1 Course 06: Basic Rigging	y1c06
Year 1 Course 07: Cranes, Signals, and Lifting Devices	Y1C07
Year 1 Course 08: Shielded Metal Arc Welding	y1c08
Year 1 Course 09: Blueprints, Drafting and Layout	y1c09
Year 1 Course 10: Burning and Gouging	y1c10
Year 1 Course 11: Math	y1c11
Year 1 Performance Based Test 1-1 thru 1-7	y1PerfomA
Year 1 Performance Based Test 1-8 thru 1-12	y1PerfomB
Year 1 Related Studies Manuals	y1 manuals
Year 1 test 1-01	yr1-01 test
Year 1 test 1-02	yr1-02 test
Year 1 test 1-03	yr1-03 test
Year 1 test 1-04	yr1-04 test
Year 1 test 1-05	yr1-05 test
Year 1 test 1-06	yr1-06 test
Year 1 test 1-07	yr1-07 test
Year 1 test 1-08	yr1-08 test
Year 1 test 1-09	yr1-09 test
Year 1 test 1-10	yr1-10 test

Year 1 test 1-11	yr1-11 test
Year 1 test 1-12	yr1-12 test
Year 2 Course 01: Weld Joints & Symbols	y2c01
Year 2 Course 03: GMAW	Y2c03
Year 2 Course 05: Rigging	y2c05
Year 2 Course 07 Trade Technologies	y2c07
Year 2 Course 08: Blueprint Class	y2c08
Year 2 Course 11: Fabrication & Layout Tools	y2c11
Year 2 Course 12: Flange Gasket and Torque Specs	y2c12
Year 2 Course 9 Field Drawing	y2c09
Year 2 Performance Based Test 2-1 thru 2-6	y2PerfomA
Year 2 Performance Based Test 2-7 thru 2-12	y2PerfomB
Year 2 Related Studies Manuals	Y2 manuals
Year 2 Test 2-01	yr2-01 test
Year 2 Test 2-02	yr2-02 test
Year 2 Test 2-03	yr2-03 test
Year 2 Test 2-04	yr2-04 test
Year 2 Test 2-05	yr2-05 test
Year 2 Test 2-06	yr2-06 test
Year 2 Test 2-07	yr2-07 test
Year 2 Test 2-08	yr2-08 test
Year 2 Test 2-09	yr2-09 test
Year 2 Test 2-10	yr2-10 test
Year 2 Test 2-11	yr2-11 test
Year 2 Test 2-12	yr2-12 test
Year 3 Course 01: Blueprints	y3c01
Year 3 Course 03: Tube Installation	y3c03
Year 3 Course 05: Rigging	y3c05

Year 3 Course 06: Block Reeving	y3c06
Year 3 Course 08: Tank Erection	y3c08
Year 3 Course 10: GTAW	y3c10
Year 3 Course 12: Trade Technologies	y3c12
Year 3 Performance Based Test 3-1 thru 3-6	y3PerfomA
Year 3 Performance Based Test 3-7 thru 3-12	y3PerfomB
Year 3 Related Studies Manuals	Y3 Manuals
Year 3 test 3-01	yr3-01 test
Year 3 test 3-02	yr3-02 test
Year 3 test 3-03	yr3-03 test
Year 3 test 3-04	yr3-04 test
Year 3 test 3-05	yr3-05 test
Year 3 test 3-06	yr3-06 test
Year 3 test 3-07	yr3-07 test
Year 3 test 3-08	yr3-08 test
Year 3 test 3-09	yr3-09 test
Year 3 test 3-10	yr3-10 test
Year 3 test 3-11	yr3-11 test
Year 3 test 3-12	yr3-12 test
Year 4 Course 02: Fiberglass Reinforcement	y402
Year 4 Course 4: Alloy and Special Process Welding	y404
Year 4 Course 06: Rigging	y406
Year 4 Course 08: Math	y408
Year 4 Course 09: Fabrication	y409
Year 4 Performance Based Test 4-1 thru 4-6	y4PerfomA
Year 4 Performance Based Test 4-7 thru 4-12	y4PerfomB
Year 4 Related Studies Manuals	Y4 Manuals
Year 4 test 4-01	yr4-01 test

Year 4 test 4-02	yr4-02 test
Year 4 test 4-03	yr4-03 test
Year 4 test 4-04	yr4-04 test
Year 4 test 4-05	yr4-05 test
Year 4 test 4-06	yr4-06 test
Year 4 test 4-07	yr4-07 test
Year 4 test 4-08	yr4-08 test
Year 4 test 4-09	yr4-09 test
Year 4 test 4-10	yr4-10 test
Year 4 test 4-11	yr4-11 test
Year 4 test 4-12	yr4-12 test

25.3 Local/Regional Training Classes:

Year	Course	Hours
Year 1	Burning and Gouging Shop	8
Year 1	Red Cross CPR and First Aid	8
Year 1	Rigging Practical Application	18
Year 1	SMAW Welding Shop	50
Year 1	Year 1 Performance Tests	4
Year 1	Total	88
Year 2	GMAW Shop	40
Year 2	Layout and Fabrication Practical Application	20
Year 2	SMAW Welding Shop	16
Year 2	Rigging Practical Application	8
Year 2	Year 2 Performance Tests	4
Year 2	Total	88
Year 3	Blueprint and Layout Practical Application	8
Year 3	GTAW Welding Shop	40

Year 3	Rigging Practical Application	20
Year 3	Tank Erection Practical Application	8
Year 3	Tube Installation Practical Application	8
Year 3	Year 3 Performance Tests	4
Year 3	Total	88
Year 4	Fabrication Practical Application	10
Year 4	Fiberglass Reinforced Plastics Practical Application	10
Year 4	Rigging Practical Application	20
Year 4	Stud Welding Class	4
Year 4	Weld Shop	40
Year 4	Year 4 Performance Tests	4
Year 4	Total	88

26 On the Job Training (OJT) Module Listing

101	Set up and Operate an Air Tugger
102	Utilize Come-a-longs and Chain Hoists
103	Utilize Pneumatic and Electric Hoists
104	Set Up and Operate Cable Climbers
105	Set up Scaffolds
106	Inspect and Care for Rigging Accessories
107	Tie Knots
108	Reeve Blocks
110	Change Crane Booms
111	Use Hand Signals to Control Crane and Hoist Operations
201	Shielded Metal Arc Welding
202	Weld Using Gas Tungsten Arc
203	Weld Using Gas Metal Arc

205	Cut and Gouge
207	Weld Using Flux-Core Arc
208	Stud Arc Welding
301	Align and Fit Field Components
401	Remove Tubes
402	Bevel Tubes
403	Replace Tubes
404	Roll Tubes

27 Attendance Policy (Classroom/Shop Training)

Regular attendance is an essential practice that students must continually demonstrate at work and at the training facility. Students need to attend all classes to which they are scheduled and absences should be rare. Students who attend regularly will appreciate the need to be a reliable member of the Boilermaker workforce, and it will give them every opportunity to get the fullest academic and technical experience from the training classes provided.

To that end, SAJAC's attendance policy places high expectations for attendance.

27.1 UNEXCUSED TARDY, EARLY LEAVE OR ABSENCE

SAJAC is responsible for educating our students in behaviors that will ensure their success on the job. One of the most important behaviors is punctuality, especially at your place of employment. Although SAJAC is not employing our students, we recognize that continual student tardiness and/or early dismissals only deprive them of a full educational experience. An employer will not accept habitual tardiness or leaving early, neither does the apprenticeship program.

27.1.1 First Violation:

Apprentices arriving late to scheduled training at the Local/Regional Training Center will be recorded as being absent and will not be allowed to attend class for the entire day. The apprentice must call the Training Facility no later than 9:30 a.m. if unable to attend class. Late apprentices as well as absent apprentices will not receive per diem for the day or credit for the day's hours.

27.1.2 Second Violation within 30 days or third violation within one year:

Upon a second unexcused tardy or absence (in a 30-day period or third within one year), the apprentice will be dismissed from class, sent home at his/her own expense, and receive a mandatory 30-day suspension and/or cancellation from the program. In addition, a second no-show to a scheduled training class will result in termination from the program. Non-apprentices are to be dismissed from class and sent home at their own expense.

27.2 EXCUSED TARDY, EARLY LEAVE, OR ABSENCE

27.2.1 Must be approved by the Lead Instructor or Business Manager in advance. The decision of determining whether an absence is excused or unexcused will be determined on a day- to-day basis depending on the circumstances.

Examples of excused absences include:

- Doctor/Medical Health Professional Visits: A Doctor's note must be submitted to the instructor within 3 days of the absence. Notes not turned in within this timeline will not be accepted and the absences will be deemed unexcused.
- Funeral

- Court Appearance
- 27.2.2 Incarceration, dismissal from class, or suspension are not acceptable reasons for an absence to be excused.
- 27.2.3 Each excused absence must be accompanied by written documentation. Violation of the attendance policy can lead to termination from the program by the Area Committee.
- 27.3 Students attending a Local/Regional Training Center do not receive credited hours toward the Boilermakers National Health & Welfare Fund.
- 27.4 All absences (excused or unexcused) must be made up at a recognized Local/Regional Training Center. The Apprentice must check with his/her Local Lodge to schedule makeups for missed time.

28 Medical Screening Policy (Classroom/Shop Training)

- 28.1 It is a requirement that all students complete a medical information form before being allowed to attend Classroom or Shop Training. This screening is required to assure the Local Lodge and SAJAC that a student is not taking prescribed prescription drugs that could impair the individual's performance or make him/her a danger to themselves or the people around them.
- 28.1.1 Should the student answer "YES" that they are on prescribed drugs then they must supply a document from their health care provider stating, without naming the drugs, that they are able to perform the tasks required by the given Classroom/Shop Training curriculum according to the drugs side effects or they will not be allowed to attend class and will be sent home.
- 28.1.2 If any student refuses to fill out the Medical Screening form or falsify the form or are found to be on prescription drugs through random or required drug testing after having responded negatively to the prescription drug question, SAJAC will evaluate each occurrence on a case by case basis.

29 Regulations for all Classes

1. All students must have a current MOST drug screening prior to participation in any classroom or shop training. Students without a current MOST drug screening are prohibited from any SAJAC-funded training or evaluation.
2. All students are required to keep their work area in good order, free of trash and safety hazards.
3. Harassment will not be tolerated. (See Sexual Harassment Policy.)
4. Proper attire in accordance with the dress code must be worn at all times while at the training facility.
5. The use of tobacco products, including electronic cigarettes, is only permitted in designated areas.

6. Any student involved in violence and/or is non-compliant will be subject to appropriate disciplinary action.
7. Students are not permitted in the Local Lodge administrative and lobby area without permission from the instructor.
8. Students are prohibited from opening files and/or file cabinets as they may contain personal and confidential information.
9. Room thermostats are not to be adjusted except by authorized personnel.
10. No littering in the training center or on the property.
11. Food or drinks are allowed only in designated areas.
12. No eating in the shop area.
13. Phones are for staff use only, permission must be requested prior to using.
14. Cell phone use is only permitted during breaks and lunch.
15. Water coolers are for drinking water "Not to wash hands, spit in or wash tobacco products down".
16. Do not attempt to operate equipment unless authorized by the instructor.
17. No personal equipment/tools are to be used.
18. Destruction of property and equipment will not be tolerated in the training center or hotel/motel. Students in violation of hotel policy are to be immediately dismissed from class and sent home at their own expense.
19. Do not play or tamper with the fire extinguisher, first aid box or the lights.
20. Gambling of any type is not permitted.
21. Drugs and alcohol are prohibited (including before class and during lunch). Any student determined to be under the influence of, or in possession of alcohol or drugs while at the training facility will be subject to disciplinary action
22. Reference books may be checked out while attending the training center with the instructor's permission, and must be returned at the end of the class. Any loss or destruction of books will be charged to the student at the cost of replacement.
23. Students will receive one (1) 10-minute break every two hours.
24. No one is allowed to leave the training center during class hours without permission.
25. Lunch time is at the discretion of the instructor. All students are required to be in their designated area at the start time determined by the instructor.

30 Dress Code

- 30.1 Appropriate dress is a matter of safety and reflects positively on the program. Students should consider the training center their place of employment and dress accordingly. Boilermaker Apprentices are to be neat, well groomed, and always respectful of both themselves and others. Employers and owner representatives often visit our training facilities. What they see may affect employment opportunities for our entire membership.
- 30.1.1 Students found to be non-compliant with the training center’s dress code will receive a violation report, be dismissed from class that day, and be required to make up the missed day at their own expense. Continued non-compliance will result in further disciplinary action.
- 30.1.2 Clothing and accessories containing messages which display violence, drugs, illegal behavior, sexually explicit messages, or vulgarity are prohibited.
- 30.1.3 Long hair must be kept up as to not pose a safety hazard.
- 30.1.4 Jewelry which may pose a safety hazard is not to be worn during Classroom or Hands-On Operations.
- 30.1.5 Proper Attire:
- Durable shoes or boots- No athletic, running, tennis, open-toed, open-backed, or high heel shoes or sandals.
 - Long pants made from cotton or another non-flammable material.
 - Shirt with sleeves made from cotton or other non-flammable material (no nylon or polyester etc.).
 - Safety glasses and appropriate PPE is to be worn at all times while in the shop area.
 - Face shields are required for all grinding operations.
 - Welding shields with the correct filter lens and welding jackets or shirts with long sleeves made from cotton or other non-flammable material (no nylon or polyester etc.) are required for all welding operations.

31 Suggested Work Processes

(Exhibit #1)

The following are the major phases of our trade in the field erection and repair industry, and the work processes will be the application of these operations on tank and water tower construction and repair, refinery construction and repair, boiler erection and repair, nuclear reactors and reactor/boiler components erection and repair, and such work as related to our trade.

- I. Care and Maintenance of tools and equipment.....Hours..... 100
- A. Learning names of tools and equipment

- B. Learning the use of tools and equipment
 - C. Care and Maintenance
 - D. Handing out tools and inventory
- II. Rigging and Bull GangHours.....1,000
- A. Unloading and handling
 - B. Use of Hoisting Equipment
 - 1. Come-along
 - 2. Chain falls
 - 3. Erecting and dismantling derricks and cranes
 - 4. Working with derricks and cranes
 - 5. Use of signals and safety
 - C. Use of Tackle
 - 1. Block and tackle
 - 2. Chokers, cables and slings
 - 3. Proper use of knots and splicing
 - 4. Proper use of clamps
 - 5. Safety
 - D. Moving pieces
 - 1. Rollers
 - 2. Levers
 - 3. Use of tackle, come-alongs and chain falls
 - 4. Safety
- II. General ErectionHours.....1,000
- A. Steel Erection in our jurisdiction
 - 1. Designating location of members
 - 2. Raising in place
 - 3. Use of spud-wrench, bull, and drift-pins, jacks, wedges, clips and saddles
 - 4. Alignment
 - a. Use of level, plumb, tape and rule
 - 5. Connecting
 - a. Drilling, reaming, chipping, caulking & grinding
 - b. Bolting up
 - c. Welding (tack)
 - d. Riveting
 - B. Setting drums and headers
 - 1. Use of hoisting equipment and tackle
 - 2. Use of water level, plumb and measuring devices

IV. Tube Installations.....	Hours.....	400
A. Entering		
1. Use of come-alongs and entering devices		
2. Lipping		
B. Setting and Aligning		
1. Use of spacers		
2. Use of strong-backs		
C. Getting proper stock		
1. Signals (sound and lights)		
2. Come-alongs		
3. Piece of stock		
4. Boiler code		
D. Rolling		
1. Use of erectors' guides, or		
2. Proper selection of the following:		
a. Expanders, rollers, pins and mandrels		
3. Use of rolling machines		
a. Pneumatic, electric and ratchet		
b. Lubricants		
4. Use of gauges and signals		
5. Heavy tube sheets		
6. Entering and connecting baffles		
7. Testing		
a. Visual		
b. Water (use of hydrostatic pump)		
c. Air		
d. Use of gauges		
V. Use of Blue-print and lay-out.....	Hours.....	400
A. Use of prints to designate the following:		
1. Locating parts at unloading		
2. Moving parts to job location		
3. Parts to be hoisted into position		
4. Use of bench mark		
5. Symbols		
B. Layout		
1. Use of precision measuring devices		
2. Marking for correction, re-cutting and fitting		

3. Directing, cutting and fitting of parts	
4. Geometric measuring of parts, tube holes, etc.	
VI. Welding and Burning.....	Hours.....3,000
A. Electric welding, heli-arc or other methods of machine welding.....	
1. Proper adjustment of machines	
2. Application and use of electrodes on all metals, Ferrous and Non-Ferrous	
3. Metal Spraying and hard facing	
B. Acetylene	
1. Proper adjustment, gauges & torch	
2. Selection of tips	
3. Handling of torch and application	
a. Ferrous and Non-Ferrous metals	
C. Burning	
1. Acetylene	
2. Arc (cutting and gouging)	
3. Machine Methods	
4. Adjusting and operating of equipment	
a. Ferrous	
b. Non-Ferrous	
VII. Nuclear Plant Construction - Reactors.....	Hours.....100
A. Theory - Types	
1. Power	
2. Propulsion	
3. Heating	
B. Research	
C. Problems peculiar to Atomic Energy	
1. Those elements which would not be covered in other sections, i.e., Radiation, Radiation Protection, Requirements for joints of high integrity.	
VIII. Miscellaneous.....	Hours.....0
A. Drilling tube holes	
B. Bending and straightening tubes	
C. Scaffolding	
D. Other duties outside of trade	

Total Hours 6,000