JOINT APPRENTICESHIP TRAINING COMMITTEE NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

CARPENTERS TRAINING CENTER RULES AND REGULATIONS



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Revised: June 1, 2020

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THE CARPENTERS TRAINING CENTER

The New York City District Council of Carpenters Training Center (the "CTC") is proud to welcome you to the CTC's Apprenticeship Program, one of the country's most advanced programs, training apprentices to become skilled journey level carpenters.

Pursuant to collective bargaining agreements between participating employers and the New York City District Council of Carpenters (the "District Council"), participating employers make contributions to the New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund (the "AJREI Fund"). The Board of Trustees of the Benefit Funds is responsible for the operation of the CTC. The Board of Trustees of the Benefit Funds has appointed the New York City District Council of Carpenters Joint Apprenticeship Training Committee (the "JATC"), comprised of representatives of signatory employers and the District Council, to work with the CTC's Director of Training to make recommendations about the operations of the CTC.

In addition to training apprentices, the CTC offers journey-level training classes.

SKILL TRAINING THROUGH APPRENTICESHIP

Both labor and management believe that "tomorrow belongs to persons of skill." In keeping with this philosophy, we recognize the necessity for a training environment that will allow apprentices and journey-people to develop skills and knowledge which will reflect state-of-the-art construction methods. The CTC's training program strives to bring these skills and knowledge to its students.

In addition to developing general skills and applying them to specific subdivisions of the trade, apprentices will receive information about organized labor and the union that has made this training possible. Apprentices will be readied to assume the responsibility to stand up and defend the "dignity of labor" and to proudly state "I am a professional journey level carpenter."

THIS HANDBOOK

This Handbook sets forth the rules and regulations governing the policies, procedures, and responsibilities of apprentices training at the CTC. Read this Handbook carefully. Knowing these rules will be critical to your success.

As a participant in the CTC's apprenticeship program, apprentices are bound by all the terms and conditions of apprenticeship established by the JATC or the Board of Trustees of the ARJEI Fund, including the policies contained in this Handbook. The JATC and the Board of Trustees have the sole discretion to make all decisions relating to the rules and policies set forth in this Handbook. All decisions by the JATC and/or the Board of Trustees shall be final and binding.

KEEP THIS HANDBOOK ON FILE AT HOME FOR REFERENCE

THE NYCDC OF CARPENTERS TRAINING CENTER PROGRAM

The CTC offers apprenticeship training for six trades: Carpenters, Dock Builders, Floor Coverers, Millwrights, Cabinet Makers, and High-Rise Concrete Carpenters. Timbermen follow a modified Dock Builder program. For each of these trades, the CTC's apprenticeship training program has two components: classroom related instruction and on-the-job training (OJT). Each apprentice is required to complete minimum requirements in each component to graduate from the program and attain journey-level status. The OJT component requires the submission of the New York State Department of Labor Record Book (commonly referred to as the "Blue Book") to account for your field training and your required hours for advancement.

TERM OF APPRENTICESHIP

Except as provided below, the term of apprenticeship for Carpenters, Dock Builders, Floor Coverers, Millwrights, High-Rise Concrete Carpenters, and Timbermen shall be not less than four (4) school years consisting of eight (8) semesters. The term of apprenticeship for Cabinet Makers shall be not less than five (5) years consisting of ten (10) semesters.

All first year apprentices and transfer apprentices are on probation for the first 12 months of their apprenticeship and may be terminated for any violation of the policies of the Carpenters Training Center at the discretion of the Director of Training. Any apprentice who misses any scheduled training in their first year of apprenticeship, may be terminated immediately, regardless of the reason for the absence and even if the absence was for good cause or was entirely beyond the control of the apprentice.

CLASSROOM AND ON-THE-JOB TRAINING REQUIREMENTS

CLASSROOM TRAINING - RELATED INSTRUCTION

Each apprentice is required to attend the CTC classroom related instruction program for a minimum of four (4) thirty-five (35) hour weeks plus participate in mandatory evening training classes for a minimum of 144 hours per year as required by Article 23 of the New York State Labor Law and the UBC Constitution. Apprentices will follow the Classroom Related Instruction and Work Processes of the trade to which the apprentice is registered for. Deviations from the Related Instruction and Work Processes are not acceptable. Newly indentured apprentices are required to attend additional training time for both: *Introduction* training in Health & Safety, in the first (1st) and second (2nd) years of apprenticeship and certifications required to work on construction sites in New York City for a minimum of five (5) weeks of training in their first and second years in the apprenticeship program.

Classroom training is scheduled by the CTC. The CTC will notify each apprentice of his/her class schedule by phone, text or email approximately two (2) weeks prior to the beginning of the class start date. Apprentice schedules will also be available on our website at www.nyccarpenterstrainingcenter.org. Apprentices shall be scheduled for a minimum of two (2) weeks of classroom training by the CTC in each semester of the apprenticeship program. No apprentice will be allowed to participate in a class for which he/she is not registered. Each apprentice is responsible for knowing his/her classroom training schedule.

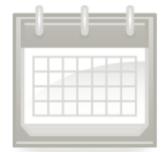
If an apprentice does not receive notification of his/her class schedule, it is the apprentice's obligation to call the CTC to confirm his/her training schedule.

Apprentices are allowed to register for Journey level classes in their second year. Apprentices will not be allowed to substitute journey level skill classes for any apprentice level skill classes.

RESCHEDULING TRAINING

Once scheduled, apprentices may only reschedule classroom training in cases of extreme hardship and at the sole discretion of the CTC's Director. The CTC will only consider rescheduling classroom training for apprentices who are unable to participate because of illness, injury, death in family, or other compelling personal reasons, and who present appropriate documentation of their inability to participate <u>prior</u> to the start of their class. If the CTC agrees to reschedule classroom training, we will attempt to reschedule the training during the same semester. If not possible, the apprentice will be rescheduled for the next

semester and the apprentice's courses may be doubled up resulting in the apprentice staying in the original apprentice term. If the apprentice does not complete the required courses in the next semester, the apprentice's term will be extended by six (6) months and the record will reflect an "Extension".



ATTENDANCE and LATENESS POLICIES

Attendance at all scheduled CTC training classes is mandatory. Like any job, apprentices are expected to report to their scheduled classes on time and be ready to work. Apprentices who report late will not be allowed in class and will be asked to leave the CTC premises immediately and will be marked absent for the day.

It is the responsibility of every apprentice to be aware of the start date of each semester. If an apprentice is not notified by the Carpenters Training Center of a scheduled class, it is the <u>APPRENTICE'S</u> responsibility to contact the Carpenters Training Center to schedule his/her required class.

Please be advised that some classes will end just prior to the end of a scheduled semester. Classes scheduled at or near the end of the semester will have no make-up dates and require 100% attendance.

Except where noted in this Handbook, apprentices who miss one day of training during a scheduled classroom training week (excluding Monday) must make up that day's training.

CLASS MAKEUP POLICY

Providing there are makeup classes available, if an apprentice misses a Tuesday, Wednesday, Thursday, or a Friday, he/she must make up the class on the same day of the week missed within the following <u>two</u> <u>weeks</u> of training. If the class is **not** made up within the following two training weeks, the apprentice will get an "Extension" and be required to repeat the week(s) of training. If there are no makeup classes available, the apprentice will receive an extension should they miss any days within his/her scheduled week of training.

*Important: An apprentice must make-up the class within two (2) weeks of scheduled training. However, Monday's class may not be missed or made up.

EXTENSIONS

An "Extension" occurs when an apprentice receives no credit for the current training course. The term of apprenticeship will be extended by six (6) months resulting in a delay of the apprentice pay increase and 6 months additional training time.

ACADEMIC / DISCIPLINARY EXTENSIONS

Apprentices will incur an "Extension", in the following instances:

- Monday absence.
- Absent two (2) or more days in a week of related instruction.
- Absent any day in a class at the end of a semester requiring 100% attendance.
- Failing to make-up a class within two training weeks of the absence.
- If the week of training results in a failing grade.
- Miss a mandatory evening class.

All apprentices will be allowed only two (2) extensions for academic or disciplinary reasons and are given the opportunity to sign a "104 Compliance Letter" only **once** during the full term of their apprenticeship. Therefore, attending classes and making up any and all absences are critical to the completion of the program.

PERSONAL LEAVE OF ABSENCE EXTENSION

An apprentice may request one (1) personal leave of absence from the Director of Training in writing, prior to the start of training for that semester. The personal leave of absence will be granted for a full semester resulting in six (6) months of additional training time. Personal Leave of Absence forms are available at the Main Office of the CTC.

MULTIPLE ABSENCES

Any apprentice who is absent more than one day per week of classroom training will receive a failing grade for that class and will have the term of his/her apprenticeship extended for one semester and the apprentice will be required to repeat the class.

MILITARY LEAVE EXTENSION

Apprentices called for military duty are responsible for notifying the Carpenters Training Center of their leave date. Upon return, the apprentice must notify the CTC and be scheduled for classes. Regardless of the length of deployment, the apprentice is required to complete all of the required Related Instruction and On the Job Training.

COLLEGE FULL TIME EXTENSION

Apprentices who attend an Academic Institution on a full time schedule during the day are responsible for notifying the Carpenters Training Center prior to the start of the semester. The apprentice must provide the CTC with a PAID Bursar's receipt and a copy of his/her schedule for the current semester. The apprentice must provide the CTC with this documentation for every semester that he/she will be attending college full time.

TRANSFERS

If a student enters or transfers to the CTC as a 2nd, 3rd, or 4th year apprentice or is otherwise upgraded and does not take all the mandatory courses of study, the student must be tested in the skills areas the apprentice skipped to ensure that he/she has the required skills and knowledge to meet the CTC standards.

APPRENTICE MEDICAL LEAVE POLICY

An apprentice may take a leave of absence from the apprenticeship training program due to his/her medical condition. Medical leave is granted only by the semester. If the medical issue extends longer than one semester, the apprentice must request a medical leave for each and every semester that the apprentice will not be attending classes. The apprentice's name will also be removed from the Out-of-Work List (OWL). Failure to request a medical leave or continuation of a medical leave beyond one semester without approval may result in termination.

REQUESTING MEDICAL LEAVE

ONLY ORIGINAL DOCUMENTS WILL BE ACCEPTED.

Apprentices who seek to take a medical leave of absence from training at the CTC for any reason that is foreseeable must notify the CTC in writing at least fourteen (14) days in advance of the need for leave. If an apprentice fails to give prior written notice for a foreseeable leave, the leave may be denied. Medical leave requests, with the *Certification by Healthcare Provider Form and HIPAA form*, must be signed, stamped, and submitted to the Director of Training for approval. The medical leave is for a full semester. **Only original documents will be accepted.**

The medical leave must be requested 14 days prior to each and every semester that the apprentice is going to be out on extended medical leave.

If an apprentice becomes ill during a week of training, a *Certification by Healthcare Provider Form and HIPAA form* must be submitted to the Director of Training within **14 days** of missed class or a Medical Leave will not be granted. **Only original documents will be accepted.**

Certification by Health Care Provider Form must set forth (a) the date the condition commenced; (b) its expected duration; (c) appropriate medical facts regarding the condition; and (d) a statement that the apprentice is unable to participate in the CTC's training program, including on-site work. Certification by Health Care Provider Forms and HIPAA Release Forms are available from the CTC office.

*NOTE: Certification by Health Care Provider Forms and HIPAA Release Forms may only be submitted to the CTC in person or by mail. They may not be faxed or emailed. Only original documents will be accepted. Both Forms must be signed and stamped in order to be eligible for Medical Leave.

All apprentices on a medical leave from the CTC will have their names removed from the OWL. Any apprentice found to be working in covered employment while on a medical leave will be terminated from the CTC.

RETURN FROM MEDICAL LEAVE REQUIREMENTS

Apprentices returning from a medical leave of absence must submit a *Certification by Health Care Provider Form* from their treating health care provider (at least fourteen (14) days prior to the beginning of the semester) stating that he/she is able to resume training at the CTC, including on-site work, with no restrictions. Apprentices may not be permitted to attend training at the CTC without written documentation on file. The CTC will notify the OWL of the apprentices' ability to resume on-the-job training. **The apprentice is responsible for putting his/her name back on the OWL**.

EXTENSIONS AND TERMINATIONS

If an apprentice earns two academic or disciplinary extensions, the apprentice must sign a "104 Compliance Letter." Failure to sign or comply with the "104 Compliance Letter" will result in the apprentice's possible termination from the Apprenticeship Program. If an apprentice does not sign a 104 Compliance Letter after receiving two (2) extensions and incurs a third extension, the apprentice will be IMMEDIATELY TERMINATED from the Apprenticeship Program. An apprentice who does sign a 104 Compliance Letter will also be IMMEDIATELY TERMINATED if he/she incurs a third extension. A "104 Compliance letter" is the name of the letter that an apprentice signs when they have two extensions and are in danger of termination.

An apprentice may only sign one (1) 104 Compliance Letter during the full term of their apprenticeship. An apprentice will be terminated if he/she incurs additional absences which are not made up, failures or no-shows for class.

An apprentice who fails a course (i.e., fails the final examination or has multiple absences within one week which were not made up) must repeat the class and will have his/her apprenticeship term extended for six (6) months (an "Academic Extension").

All first year apprentices and transfer apprentices are on probation for the first 12 months of their apprenticeship and may be terminated for any violation of the policies of the Carpenters Training Center at the discretion of the Director of Training. Any apprentice who misses any scheduled training in their first year of apprenticeship, may be terminated immediately, regardless of the reason for the absence and even if the absence was for good cause or was entirely beyond the control of the apprentice.

All apprentices are required to perform the work of the trade of which he/she is registered for with the New York State Department of Labor. Apprentices must adhere to the Related Instruction and Work Processes as outlined by their specific trade. Deviations from the Related Instruction or Work Processes will not be tolerated. Each apprentice must document his/her work hours and tasks daily and record it in his/her Blue Book. Every hour that is worked must be recorded, including any overtime hours. Apprentices are required to complete their Blue Book each day, identifying the hours worked at each identified skill, along with the company worked for and a signature of a certifying official on the jobsite, such as the shop steward or foreman. The recorded work hours in the apprentice's Blue Book should mirror the hours reported on behalf of the apprentice by Contributing Employers to the Benefit Fund. Should there be any discrepancies, the apprentice will face disciplinary actions, up to and including, termination from the apprenticeship program. Upon request from the New York State Apprentice Representative, send your bluebook images to our dedicated email at ctcbluebooks@nycdcctc.org (note that you must write the word **Bluebooks** in the Subject Line).

If you have any further questions, please contact your apprenticeship representative, Jackson Hom, by phone at (718) 613-3602 or email at Jackson.Hom@labor.ny.gov.

ON-THE-JOB TRAINING

In addition to classroom training, each apprentice is required to work in the trade for participating (signatory) contractors to fulfill the on-the-job training component of the CTC program. Apprentices must

complete a minimum of 1,300 hours of on-the-job training per year for a total of 5,200 hours over the course of a four (4) year apprenticeship program and 6,500 hours of on-the-job training over the course of a five (5) year apprenticeship program to satisfy Federal, New York City, New York State and UBC apprenticeship requirements.

To help ensure each apprentice meets the on-the-job training requirement, the CTC requires an apprentice to work a minimum of 400 hours per apprenticeship year for a signatory contractor to continue to participate in the apprenticeship program. Apprentices must fulfill their minimum work hour requirement of 1,300 hours to move to the next year of apprenticeship. The Director of the CTC or his/her designee will review apprentices' on-the-job work hours during the course of the apprenticeship. If an apprentice fails to meet his/her minimum number of on-the-job training hours, the Director may schedule a meeting with the apprentice to review his/her training progress. Bear in mind that the minimum of 400 hours of on-the-job training hours each year is only a **minimum** to remain enrolled in the CTC program. Apprentices are expected to work more than 400 hours within the previous twelve (12) months.

Apprentices are required to register with the New York City District Council of Carpenters Job Referral Department (OWL) when unemployed and accept the work assignment when referred. Failure to accept a work assignment and/or not show up for work when directed by the New York City District Council of Carpenters Job Referral Department may result in termination from the program. The OJT component requires the submission of Blue Books to account for your field training and required hours for advancement. Failure to do so on a timely basis may result in termination.

The New York State Department of Labor (NYSDOL) requires that all apprenticeship programs in New York City implement a process for apprentices to document their on-the-job (OJT) training hours. The NYSDOL requires that all registered apprentices in New York City follow the Work Process Appendix "A", outlining OJT training requirements for their trade to ensure that each apprentice is receiving the correct number of hours of OJT in each skill area, within their trade.

In order to comply with NYSDOL requirements for documenting OJT training, each apprentice is required to track work hours and tasks on a daily basis. Apprentices are required to complete their Blue Book each day, identifying the hours worked at each identified skill. Every hour that is worked must be recorded. This includes overtime hours.

At the completion of each week, the apprentice must have his/her Supervisor and the Shop Steward print and sign their names to the Blue Book.

It is <u>each apprentice's</u> responsibility to make sure the Blue Books are completed correctly. If the apprentice fails to complete and submit the Blue Book to the Carpenters Training Center, the hours may not be credited towards their apprenticeship requirements and may result in termination from the program.

The Shop Steward will be reviewing and signing off on the Blue Book. He/she will be comparing them to the payroll records to ensure accuracy.

If, for any reason, we find a discrepancy between the hours the apprentice submitted and the hours recorded by the Benefit Funds, the apprentice will be called in for a conference. Fraudulently reporting OJT hours or fraudulently reporting information, will result in termination from the program.

Each apprentice will receive instructions on correctly completing the Blue Books. The ideal time to pick up a Blue Book is when the apprentice is attending class at the Carpenters Training Center.

OJT Requirement to Register, Accept & Show up For Work Assignments

All apprentices are required by the Carpenters Training Center and the Department of Labor to:

- Put their name on the OWL whenever they are unemployed and not on medical leave.
- **2.** Complete 1,300 hours of OJT per year.
- **3.** To perform the work of the trade of which the apprentice is registered for with the New York State Department of Labor. Work tasks must coincide with the Work Processes Outline for their registered trade.
- **4.** Accept all employment opportunities offered, including but not limited to, Project Labor Agreement jobs, Market Recovery Addendum jobs, or any other Collective Bargaining Agreement Modifications.
- **5.** Show up on time for all job assignments every day.
- **6.** Fill out and email Blue Books to the CTC quarterly.

Apprentices who are unemployed and on the Job Referral List (OWL) should complete a *Job Referral List Freeze Number Form* on the first day of training. The instructor will have these forms on the first day of classroom training. By completing this form, the apprentice's name will remain on the Job Referral List but will be "frozen". Apprentices should choose Thursday as the freeze end date. At the completion of the week of training, the apprentice's name will be reactivated.

Apprentices who are employed when they are required to attend a scheduled training class may return to work at the completion of training. If no work is available at the apprentice's former job site, the apprentice must sign up on the Job Referral List (OWL). If, prior to leaving work to attend a training class, an apprentice was referred fewer than three (3) times, the apprentice will be placed in his/her prior position on the Job Referral List after the apprentice contacts the OWL. Check your number when you freeze it at the beginning of the training week.

First year apprentices must complete the OSHA 30- and 4-Hour Scaffold User courses prior to registering their name with the Job Referral List (OWL).

All apprentices are expected to meet the attendance and academic requirements of the Carpenters Training Center in accordance with the NYS DOL Rules and Regulations. Failure to do so will result in an apprentice's extension or termination from the program. All course work requirements in the curriculum must be met.

APPRENTICE ADVANCEMENT PROCEDURES

In order for an apprentice to advance to the next level of apprenticeship, the following requirements must be met:

- 1,300 work hours
- Anniversary of the apprentice's Indentured Date
- Two (2) complete classes

Note: A Complete class can consist of 2 or 3 weeks of training. For example,

- Concrete Forms Part 1 (1 week) and Part 2 (1 week) equal one (1) complete class.
- New Apprentice Training (1 week), 40 Hour Scaffold (1 week), and Introduction to Carpentry Principles (1 week) equal one (1) complete class.

All 3 must be completed in order to advance. Please see chart below.

4 Year Program

Carpenter, Dock Builder, Floor Coverer, and Millwright Programs

| | ear periter, peer pair | aci, i loor coverer, ana | | |
|------------------|------------------------|--------------------------|-----------------|----------------|
| | 2 nd | 3 rd | 4 th | Journey Person |
| | Year Apprentice | Year Apprentice | Year Apprentice | Journey Person |
| Total Work Hours | 1,300 | 2,600 | 3,900 | 5,200 |
| Complete Classes | 2 | 4 | 6 | 8 |
| Date | 1 Full Year | 2 Full Years | 3 Full Years | 4 Full Years |

5 Year Program

Cabinet Maker Program

| | 2 nd Year | 3 rd Year | 4 th Year | 5 th Year | Journey Person |
|------------|----------------------|----------------------|----------------------|----------------------|----------------|
| | Apprentice | Apprentice | Apprentice | Apprentice | Journey Person |
| Total Work | 1,300 | 2,600 | 3,900 | 5,200 | 6,500 |
| Hours | 1,300 | 2,000 | 3,900 | 3,200 | 0,300 |
| Complete | 2 | 4 | 6 | 8 | 10 |
| Classes | 2 | 4 | O | 0 | 10 |
| Date | 1 Full Year | 2 Full Years | 3 Full Years | 4 Full Years | 5 Full Years |

Exceptions

If an apprentice receives a six (6) month extension, whether Academic, Medical, Personal, Military Leave, or College Full Time, his/her apprentice advancement date will be pushed back six (6) months. For example, if an apprentice receives two (2) extensions, his/her apprentice advancement date will be pushed back one (1) year.

If an apprentice does not have sufficient work hours as of his/her advancement date, he/she must complete the work hours required in order to advance to the next level.

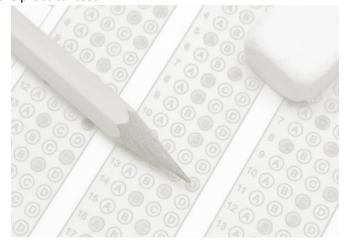
If an apprentice does not have enough complete classes as of his/her advancement date, he/she must complete the classes required in order to advance to the next level.

IT IS THE RESPONSIBILITY OF EACH APPRENTICE TO CONTACT THE CARPENTERS TRAINING CENTER REGARDING THEIR UPGRADE AND TO NOTIFY THEIR EMPLOYER THAT HE/SHE HAS BEEN UPGRADED. THE CARPENTERS TRAINING CENTER WILL NOT MAIL, FAX OR EMAIL UPGRADE LETTERS TO A CONTRACTOR. UPGRADE LETTERS WILL ONLY BE ISSUED TO THE APPRENTICE.

EXAMINATIONS AND COMPLETION OF THE PROGRAM

EXAMINATIONS

- 1. Final Examinations. A final examination will be given to each apprentice at the end of each class week.
- 2. Practical Test. If an apprentice fails the 4th year Homeroom Practical, he/she has one opportunity to retake the test. If the apprentice does not pass the second time, the apprentice will be directed to register for a journey-level course in the appropriate skills area, and will be rescheduled for the practical test upon completion of the journey-level course. No apprentice will achieve journey-level status until the apprentice passes the practical test.
- 3. Math Evaluation. All incoming apprentices must pass a math test. Apprentices who do not pass this test will be required to complete and pass a remedial math course by the end of the 2nd year of training or face termination from the program. The remedial math class will be in addition to the regularly assigned course of study at the CTC.



COMPLETION OF THE CTC PROGRAM

When an apprentice completes the CTC's training program, including all classroom and on-the-job training, the JATC will make a recommendation to the NYS Department of Labor that a Certificate of Completion be awarded by the JATC.

APPEALS OF DECISIONS

Should an apprentice wish to appeal decisions of the CTC's Director, the apprentice may appeal in writing to the JATC. Appeals will only be considered if they are received within six (6) months of the date of termination. Any appeals received after six (6) months will not be considered. The JATC meets at least quarterly. The appeal will be presented at the next regularly scheduled meeting following receipt of the appeal provided that the appeal is received at least 15 days in advance of the next regularly scheduled meeting. Letters of appeal should be sent to the JATC Committee C/O The New York City District Council of Carpenters Training Center, 395 Hudson Street, Second Floor, New York, NY 10014. Apprentices who are terminated during their 12 Month Probation Period are not permitted to appeal the termination decision. 12 Month Probation Period terminations by the CTC's Director are FINAL.

APPRENTICE UPGRADE PROCEDURES

UPGRADING TO AN ADVANCED APPRENTICESHIP STATUS

Apprentices with extensive craft experience who wish to apply for advanced apprenticeship status (upgrade) must:

- 1. Be in good standing as an apprentice no Academic or Attendance Extensions.
- 2. Present a letter from their employer stating that the apprentice is currently employed by the employer, and that the employer recommends the apprentice be upgraded.
- 3. Present six (6) full weeks of current pay stubs showing that the employer has been paying the apprentice the wage rate paid to employees of the upgraded level (the letter and pay stubs must be from the same employer).
- 4. Present a letter from their local union business representative on the local union letterhead accepting the upgrade.

After proper documentation is provided, the CTC's Director will decide whether to approve the upgrade. If an apprentice is upgraded prior to graduating from the CTC, he or she must successfully complete practical examinations in the skill craft areas that the apprentice skipped. The apprentice must schedule practical examinations in advance with the CTC's Assistant Director of Training.

UPGRADING TO JOURNEY LEVEL STATUS

Apprentices with extensive craft experience who wish to upgrade to Journey Level status must:

- 1. Be in good standing as an apprentice no Academic or Attendance Extensions.
- 2. Present a letter from their employer stating that the apprentice is currently employed by them, and that the employer recommends the apprentice be upgraded.
- 3. Present six (6) full weeks of current pay stubs showing that the employer has been paying the apprentice the wage rate paid to employees of the upgraded level (the letter and pay stubs must be from the same employer).
- 4. Present a letter from their local union business representative on the local union letterhead accepting the upgrade.

After proper documentation is provided, the CTC's Director will decide whether or not to approve the upgrade.

CODE OF CONDUCT FOR APPRENTICES

Apprentices must comply at all times with the CTC's policies, including its Code of Conduct. Any violations of the Code of Conduct will result in a Disciplinary File Note. A Disciplinary File Note means that the apprentice is suspended for that day, and must make up that day in accordance with the CTC Absence Policy. If it is not possible to make up the day based on CTC scheduling, the result may be that the apprentice receives an extension of 6 months to his/her apprenticeship. A note to this effect is also entered into the apprentice's permanent record. The CTC expects all apprentices to conduct themselves in a mature and professional manner at all times.

The following is a list of conduct that is unacceptable to the CTC and may result in disciplinary action, up to and including termination from the apprenticeship program. The list is not intended to be all-inclusive, nor intended to define all standards of conduct for apprentices. An apprentice may be disciplined for misconduct of a common sense nature not included herein. The CTC may establish, when necessary, additional standards of conduct, or amend these standards from time to time.

- 1. All apprentices are required to comply with the directions and safety instructions announced by class instructors.
- 2. While class is in session, apprentices may not leave the school building without permission from the instructor.
- 3. There shall be absolutely no smoking of any kind (cigarettes, cigars, electronic cigarettes, etc.) in the school building. This means no smoking in the restrooms. The use of smokeless tobacco products (chewing tobacco, dipping tobacco, snuff, etc.) is prohibited in the school building. FIRST OFFENSE: Any apprentice found smoking or using smokeless tobacco products in the school building will be sent home for the day. SECOND OFFENSE: Any apprentice found smoking or using smokeless tobacco products in the school building for the second time will be sent home for the remainder of the week. The apprentice will be required to make up any class time missed.
- 4. The consumption of alcoholic beverages will not be tolerated in any manner. Any person who has an alcoholic beverage in his/her possession or is deemed intoxicated will not be allowed to participate in class, will be sent home and immediately suspended from the apprenticeship program for that day. All missed time must be made up for the day.
- 5. The use of illegal drugs will not be tolerated in any manner. Any person who is or is deemed to be under the influence of drugs will not be allowed to participate in class and may be sent for drug testing. The offense will be entered into the apprentice's permanent file as a Disciplinary File Note. If scheduling cannot be accommodated, it may result in an extension/termination.
- 6. Any apprentice who is caught vandalizing school property will be terminated from the apprenticeship program.
- 7. Removal of tools, materials and equipment from the school premises is forbidden. At the end of each session, if tools are missing from the tool crib in your class, that class will not

be dismissed. If the tools are not found in a reasonable time period, the entire class may receive an absence for that day. Apprentices shall not remove finished projects from the school premises without the permission of the instructor.

- 8. Apprentices are expected to behave maturely in class and while on the CTC premises. Disruptive apprentices and trainees may be suspended from the apprenticeship program for the remainder of the semester
- 9. Cell phones are prohibited at all times in the CTC during class sessions. Cell Phones may only be used during break time. FIRST OFFENSE: Apprentices discovered using their cell phones in the CTC during class will be asked to leave the building and will be given an absence for that day. SECOND OFFENSE: Apprentices discovered a second time using their cellphones during class will receive an extension.
- 10. Physical Violence of any sort is prohibited at the Carpenters Training Center. Any apprentice that is involved in any incident involving physical violence will be terminated from the Apprenticeship Program immediately. THERE ARE NO EXCEPTIONS.

No electronic devices are permitted to be used in the Carpenters Training Center. This includes but is not limited to phones, MP3 players, iPod, electronic game devices, video, and audio recording devices, etc. All devices must be stored, not worn.

VIOLATION OF THE CODE OF CONDUCT POLICY

An apprentice who violates any of the policies and rules described above may be subject to discipline, up to and including suspension or termination from the CTC. Demonstrated intent to violate the policy will be considered the same as an actual policy violation. Demonstrated intent means evidence of actions, that if successful or carried out as intended, would result in a policy violation.



MEND

MEMBERS EDUCATION AND NETWORK FOR DEPENDENCY

212-366-7590 | MEND@nyccbf.org

395 Hudson Street- 5th Floor New York, New York 10014

The goal of this program is to service active participants and dependents of the NYCDCC Welfare Fund in addressing substance abuse issues through the following services:

- Referrals for appropriate level of treatment including inpatient and outpatient treatment for all substances
- Case management and Coordination of Services with outside providers
- Supportive services
- Education

MEND is designed to:

- Verify eligibility for coverage, and/or assist in locating and obtaining coverage
- Conduct thorough assessments for appropriate level of treatment and length of stay
- Provide treatment authorization in accordance with established guidelines
- Assist participants and/or dependents with identifying their treatment needs and goals
- Help participants and their dependents to secure services at treatment facilities
- Provide in-house support services including individual and family counseling, support groups, and educational groups
- Provide educational
 workshops to not only
 those utilizing the
 program, but also
 Apprentices, Shop
 Stewards, and employees
 of the Benefit Funds and
 District Council



Members Education and Network for Dependency ("MEND") 212-366-7590

MEND@nyccbf.org

Monthly Peer Support Meetings

The MEND program welcomes members both old and new to recovery to join its monthly support meetings. The meetings are a great way to establish additional support systems and make new contacts.

When: Last Wednesday of Every Month at 4:00pm

Where: 395 Hudson Street - 5th Floor

New York City District Council of Carpenters Training Center Apprentice Drug Testing Policy

The New York City District Council of Carpenters Training Center ("CTC") recognizes the critical importance of promoting the health and safety of apprentices and the need to provide quality workers to signatory employers. In furtherance of these goals, the CTC has adopted this Apprentice Drug Testing Policy (the "Policy"), effective September 1, 2019 and clarified as of June 1, 2020.

DRUG TESTING METHODS

Drug testing methods include but are not limited to:

- oral fluid,
- urine,
- hair follicle and
- breathalyzer.

Drug tests shall be conducted by Clarity Testing Services, Inc. ("Clarity") which will ensure that the proper chain of custody is maintained. Clarity will test for Tetrahydrocannabinol ("THC"), Phencyclidine ("PCP"), Opiates (inclusive of synthetic opioids), Cocaine and Amphetamines/Methamphetamines, and Benzodiazepines. Clarity's test results will be considered final. However, apprentices who receive positive readings may, at their own expense, have the split of their original sample retested for accuracy by Clarity or another certified laboratory approved in advance by the CTC. Such request must be made to the CTC within five (5) days of the positive test result. If the split specimen comes back negative, then the apprentice shall be reimbursed for the expense of the exam and permitted to make up any missed classes; no other expenses shall be reimbursed to the apprentice.

FREQUENCY

Pre-Enrollment Testing: Each applicant to the CTC shall be drug tested during orientation. If the applicant fails the drug test, he/she shall be disqualified from admission to the CTC, but he/she may reapply after one year from the date of disqualification.

Random Testing: Apprentices, regardless of status year, shall be drug tested at random by Clarity using its random selection software program. Drug testing will be performed on the CTC's premises via Clarity's mobile drug unit. The CTC and Clarity will maintain confidential records of test results and any relevant documentation.

The New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund admits to the New York City District Council of Carpenters Training Center ("CTC") students of any race, creed, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, or any other characteristic protected by applicable law to all the rights, privileges, programs, and activities generally accorded or made available to students at the CTC. It does not discriminate on any of the aforementioned bases in the administration of its educational or admissions policies, or other CTC administered programs.

NYCDCC Training Center Apprentice Drug Testing Policy **For Cause**: The CTC may test any apprentice at any time where it has a reasonable suspicion that the apprentice is under the influence of alcohol and/or drugs and such testing shall take place the same day. Reasonable suspicion includes, without limitation, the following:

- Abnormal or erratic behavior (*e.g.*, hostility, violent or threatening behavior, sleeping in class or on the job, uncontrolled laughing or crying, altered attention span, mood changes, constricted pupils).
- Causing or contributing to an accident.
 - Evidence that an apprentice is in possession of illegal or unauthorized drugs, drug paraphernalia or alcohol.
- The odor of alcohol or drugs on clothing or breath.
- Physical symptoms of drug or alcohol use (*e.g.*, slurred speech, drowsiness. confusion, bloodshot eyes, sensory or motor-skill malfunctions); and
- Direct observation of drug or alcohol use.

<u>Post-Accident Testing</u>: The CTC may drug test any apprentice involved in an accident that results in death, injury, medical attention or damage to CTC property. Testing shall be conducted within thirty-two (32) hours of the event. For purposes of this Policy medical attention shall be defined as treatment beyond first aid.

ADULTERATED OR SUBSTITUTED SPECIMENS

An adulterated or substituted specimen will be regarded as an automatic fail, resulting in immediate termination from the CTC at any level of the Apprenticeship Program. If it is determined that a fellow apprentice supplied the substituted specimen, he/she shall be terminated from the CTC effective immediately. Dilute negatives, applicable only to urine specimens, will be handled in accordance with federal DOT guidelines.

Any apprentice who produces a urine specimen outside of the acceptable temperature range as set forth in the DOT protocols will have to provide another specimen and will be observed while doing so. The failure to provide the second specimen will be treated as a refusal.

REFUSALS

Refusal to submit to a drug test and failure to complete mandated treatment will result in automatic termination from the CTC.

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The New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund admits to the New York City District Council of Carpenters Training Center ("CTC") students of any race, creed, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, or any other characteristic protected by applicable law to all the rights, privileges, programs, and activities generally accorded or made available to students at the CTC. It does not discriminate on any of the aforementioned bases in the administration of its educational or admissions policies, or other CTC administered programs.

NYCDCC Training Center Apprentice Drug Testing Policy

VOLUNTARY SELF-IDENTIFICATION

Apprentices may come forward and voluntarily self-identify as having a substance abuse problem. Such identification may not occur on the day on which an apprentice has been notified that he/she is scheduled for a drug test. Following a voluntary admission of illegal drug or alcohol use, the apprentice will be evaluated by a clinician from the Members Education & Network for Dependency program ("MEND") who will determine the level of care/treatment needed and work with the treating facility on a treatment plan. Apprentices who voluntarily self-identify will not be subject to repercussions under this Policy because of the self-identification. However, the procedures specified below will apply if the apprentice fails any drug test during the course of the treatment plan.

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 NYCDCC Welfare Fund or the apprentice's other health plan provides coverage, assuming eligibility. Neither the NYCDCC Welfare Fund nor the CTC will be responsible for any cost of treatment or rehabilitation, except to the extent that benefits are available to the apprentice as an eligible participant in the NYCDCC Welfare Fund.

PROCEDURES

<u>First-Year Apprentices</u> who fail a drug test shall be immediately terminated from the CTC.

Second-Fourth Year Apprentices who fail a drug test are required to meet with MEND within seventy-two (72) hours of notification of a failed drug test for an evaluation and must successfully complete a mandatory course of treatment. A clinician from MEND shall evaluate the apprentice and make a clinical determination of the requisite level of care/treatment and assist in the development of a treatment plan with the treating facility. In addition, the apprentice shall attend monthly peer support meetings and check-in on a weekly basis, either in person or via phone, with MEND. Successful completion of treatment requires abstaining from all substances, passing all drug tests issued during treatment and attending all scheduled treatment sessions. Attendance will vary based on the level of care. It shall be sole responsibility of the apprentice to notify the treating facility/provider and his/her MEND clinician of any instances in which the apprentice is unable to attend a scheduled session (inclusive of the intake session) (the intake session is the first session with the clinician who will gather all pertinent information to make a diagnosis). If the treating facility deems the apprentice

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The New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund admits to the New York City District Council of Carpenters Training Center ("CTC") students of any race, creed, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, or any other characteristic protected by applicable law to all the rights, privileges, programs, and activities generally accorded or made available to students at the CTC. It does not discriminate on any of the aforementioned bases in the administration of its educational or admissions policies, or other CTC administered programs.

NYCDCC Training Center Apprentice Drug Testing Policy to be non-compliant with the treatment program, the apprentice will be terminated from the CTC program. Additionally, any failure of a drug test during treatment will result in termination from the CTC.

<u>Medical Necessity:</u> If an apprentice fails a drug test because of a medically necessary prescribed medication, Clarity shall obtain and review all the necessary documentation and report its findings to the CTC. If the test reveals any substances other than those lawfully prescribed, the test shall be considered a fail. Marijuana, even if lawfully prescribed under a state medical marijuana law, remains illegal under federal law. Apprentices who participate in training or perform work on a job site while under the influence of marijuana pose a serious safety risk to themselves and others, in light of the safety-sensitive nature of such training and work. The fact that an apprentice holds a prescription for medical marijuana under state law will therefore not excuse the apprentice's positive drug test for marijuana.

TREATMENT, TERMINATION AND READMISSION

Apprentices who are terminated from the CTC due to a positive drug test may be readmitted after one year from the date of termination subject to documentation and verification of completion of an authorized treatment program approved by MEND. Readmitted apprentices will be required to start as first-year apprentices. New York Department of Labor regulations require removal of apprentices from the list of registered apprentices after six months from the date of termination. Such terminated apprentices must re-apply as first year apprentices.

CONFIDENTIALITY

All apprentice information regarding drug and alcohol testing and treatment pursuant to this Policy shall remain confidential and will be handled and maintained accordingly. This mea ns that drug testing and related records will only be released upon written consent of the apprentice, except that such information will be released, regardless of the apprentice's consent upon issuance of a subpoena compelling release of such information or as otherwise required by law. Clarity's standard retention period for documentation related to test results is as follows:

- One (1) year for verified negative results
- Five (5) years for verified positive results

All chain of custody lab forms and related test results are kept confidentially and securely at the Clarity Testing Office located at 150 White Plains Road, Tarrytown, NY 10591. Electronic data pertaining to test results will be stored for an indefinite time frame.

QUESTIONS

Questions concerning this Policy should be directed to the Director of Training. It is the responsibility of every apprentice to understand and abide by this Policy.

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The New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund admits to the New York City District Council of Carpenters Training Center ("CTC") students of any race, creed, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, or any other characteristic protected by

applicable law to all the rights, privileges, programs, and activities generally accorded or made available to students at the CTC. It does not discriminate on any of the aforementioned bases in the administration of its educational or admissions policies, or other CTC administered programs.

POLICY REVISIONS

The CTC reserves the right to modify this Policy at any time. In the event of any modifications, all apprentices shall be notified in writing.

Acknowledging and abiding by all policies of the CTC is a condition of participating in the Apprenticeship Program. Any apprentice who refuses to sign this Policy will be terminated from the CTC.

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The New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund admits to the New York City District Council of Carpenters Training Center ("CTC") students of any race, creed, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, or any other characteristic protected by applicable law to all the rights, privileges, programs, and activities generally accorded or made available to students at the CTC. It does not discriminate on any of the aforementioned bases in the administration of its educational or admissions policies, or other CTC administered programs.

ADMINISTRATIVE POLICIES

SAFETY REQUIREMENTS AND BEING PREPARED FOR CLASS

Accidents don't just happen; they are caused by people. Many accidents result simply from inexperience, carelessness, and inattention. It is important that every apprentice thoroughly understand and practice at all times the safety rules discussed in classroom training, and those discussed in the Safety Unit Apprentice and Journey Level Worker Safety Pledge. Safe working habits will prevent accidents and injuries to you and to others. Apprentices should pay special attention to the following:



GOOD HOUSEKEEPING

Good housekeeping will help prevent accidents. Keeping materials neatly piled, aisles free from obstruction, and scrap material placed in the provided containers will help create a safe working environment. All apprentices must participate in keeping the work area clean and the tool cage neat as directed by their instructors.



JOB SITE PERSONAL PROTECTIVE EQUIPMENT

Personal safety equipment can prevent many injuries that occur on construction job sites. All workers should become acquainted with the different types of special safety equipment available and wear or use them appropriately for his/her own protection.

DRESS CODE

Apprentices represent the New York City District Council of Carpenters Training Center and must dress appropriately on the work site and while attending classes at the CTC. Proper work attire is required to be worn in all classes. Clothing must be fitted, per construction standards, and work boots or work shoes must be worn at all times. Apprentices may not wear loose fitting clothes, tank tops, shorts, sandals or sneakers. Apprentices may not wear caps or hats while attending classes at the CTC. Students who wear religiously mandated headwear may ask the Director prior to the start of training for an accommodation to wear such headwear while attending classes at the CTC.

SAFETY HELMETS

All apprentices are required to wear safety helmets in shop classes at the CTC. Apprentices will be assigned a safety helmet in their first skills class. Apprentices are required to maintain their safety helmets throughout their training. Apprentices may take helmets home but are required to return to all shop classes with their assigned helmet for all of their weeks of training. Apprentices will not be permitted to participate in class and will be marked absent for the day if they do not have their safety helmet. Apprentices who lose safety helmets may purchase a new one at the Carpenters Training Center office. Payment must be made by a money order only in the amount of \$15.00 prior to the start of class - payable to the AJREI Fund (no cash or checks accepted).

SAFETY GLASSES

All apprentices in shop classes are required to wear safety glasses at all times when engaged in hands-on projects. Safety glasses will be made available in every shop class.

TAPE MEASURE AND PENCIL

Each apprentice must have in his/her possession a **25' - 0"** tape measure. Failure to attend class with a 25' - 0" tape measure will result in the apprentice being sent home and receiving an absence for the day. A Monday absence generates a six (6) month extension.

IDENTIFICATION

All apprentices are required to carry their current CTC identification card with them at all times. Failure to produce this card at work sites may prevent an apprentice from working at that work site.

All apprentices must have their Local Union Work Card with them to register for the CTC and must be able to show it at the beginning of every week of scheduled training.

All apprentices should have their Social Security Number and their UBC Number memorized.

CHANGE OF ADDRESS

In order for an apprentice to change their mailing address or phone number, the apprentice must contact the NYC DCC Member Services Department at 212-366-7300 or their Local Union. No changes to an address or phone number can be made by the CTC. The responsibility solely lies with the apprentice to confirm that their contact information is correct.

CHANGE OF EMAIL ADDRESS

In order for an apprentice to change their email address, the apprentice must email the CTC at ctc@nycdcctc.org with their name, UBC number and correct email address. The responsibility solely lies with the apprentice to confirm that their contact information is correct.

NON-CTC COURSES/ JOURNEY LEVEL CLASSES

Credit for courses from other training programs or institutions will <u>not</u> be accepted in lieu of the CTC's program. Journey level classes may <u>not</u> be substituted for any similarly named courses in the apprentice curriculum.

INTERNET USE POLICY

The CTC will make available to apprentice internet access on CTC computers during computer classes only. Access to computer systems and networks owned or operated by the CTC, including but not limited to access to computer hardware and software, electronic mail ("E-mail") and the Internet (collectively, "Computer Resources"), imposes certain responsibilities and obligations. Access is granted solely at the CTC's discretion, and is subject to school policies and applicable laws. The CTC has the right to deny access to a user of Computer Resources at any time, and to read and/or remove any files on the system without prior notification to system users.

APPROPRIATE USE

The Computer Resources shall be used only for valid educational purposes. The CTC strictly prohibits the use of its Computer Resources, or any other computer hardware, software, electronic mail, or internet resources not owned or otherwise provided by the CTC ("Other Computer Resources"), in any way that may be harassing, disruptive, offensive to others, or harmful to morale. Users shall not display or transmit sexually explicit images, messages, cartoons or any other type of transmission that contains ethnic slurs, racial epithets, threats of violence of any sort, or anything that may be construed as harassment or disparagement of others based on



their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or any other personal characteristic protected by law. This prohibition includes, but is not limited to: information that contains profane language, panders to bigotry, sexism, or other forms of discrimination; use of messaging services or E-mail to harass, intimidate, or otherwise annoy another person, for example, by broadcasting messages or sending unwanted E mail; transmission or storage of any information that contains obscene, indecent, lewd or lascivious material. The CTC's disciplinary rules and policies prohibiting harassment and discrimination and all other CTC rules regulating conduct apply fully to the use of computer resources.

Use of the Computer Resources or Other Computer Resources shall always reflect academic honesty, high ethical and moral responsibility, respect for the intellectual property, ownership of data, and system security mechanisms. Creating, modifying, executing or retransmitting any computer program intended to obscure the true identity of the sender of E-Mail, including, but not limited to, forgery of messages and/or alteration of system and/or user data used to identify the sender of messages is prohibited. Those who use Computer Resources or Other Computer Resources must refrain from deliberately engaging in activities that are intended to hinder another user's ability to do his/her work. For example, users may not run programs that are designed to disrupt another person's display.

Deliberate alteration of system files is vandalism and is strictly prohibited. Accessing any restricted CTC files and computer "hacking" of any sort are prohibited. No one shall use the CTC's Computer Resources or Other Computer Resources to create or propagate computer viruses, cause damage to files or any component of the Computer Resources or disrupt computer services.

The CTC also expects all users of Computer Resources to exhibit restraint in the consumption of scarce resources. Because the Computer Resources are intensively used, playing games, experimenting with

graphics tools, reading electronic news and other activities may at times be restricted. Users must comply with any priority system the CTC imposes regarding the use of Computer Resources.

Computer Resources shall not be used for financial gain and/or profit.

PRIVACY/LOSS OR DISCLOSURE OF INFORMATION

The CTC may regulate the content of any information contained on the Computer Resources and may restrict access to Computer Resources at any time. The CTC reserves the right to review and disclose all electronic documents, messages, and other information that is stored or processed on the Computer Resources. The CTC may review such information for any purpose related to the CTC. These purposes may include, but are not necessarily limited to, retrieving CTC information, trouble-shooting hardware and software problems, preventing system misuse, investigating alleged misconduct, assuring compliance with software distribution polices, and legal requirements, and complying with legal and regulatory requests for information.

It is possible that others may access an individual's Computer Resources inadvertently. In addition, in some instances, some degree of retrieval may be possible, including with respect to electronic documents that have been "deleted" by individual users. Given these circumstances and obligations, the CTC does not guarantee the privacy of Computer Resources. The CTC reserves the right to read and/or remove any information from the system without prior notification to system users. Apprentices should have NO EXPECTATION OF PRIVACY when using any of the Computer Resources.

The CTC has no responsibility for the loss of data, files, or other information.

PASSWORDS/LOGGING IN

Users of Computer Resources are expected to use their own computer identification and/or password to log on to the CTC's computing system. To protect yourself and the system, users may not allow others to use a computer password and identification other than their own. The owner of the password and identification is responsible for any and all activity initiated in or on any CTC system by that account. Passwords must be kept confidential. Do not use common phrases or words, as they may be insecure. The CTC's system administrator may change insecure passwords without notice to the user.

VIOLATION OF THE POLICY

Users who violate any of the policies and rules described above may be subject to discipline, up to and including suspension or removal from the CTC. Demonstrated intent to violate the policy will be considered the same as an actual policy violation. Demonstrated intent means evidence of actions, that if successful or carried out as intended, would result in a policy violation.

POLICY PROHIBITING DISCRIMINATION AND HARASSMENT

OVERVIEW

CTC apprentices have the right to feel safe and respected, and to work and learn in an environment that is free from discrimination and sexual and other types of harassment. This policy applies to the CTC training, all CTC-sponsored and affiliated events and transportation provided by the CTC. It applies to discrimination or harassment between apprentices, and between CTC staff (instructors, directors, administrators and other staff) and apprentices, as well as harassment of CTC apprentices by any third party in a CTC related setting.

The CTC admits apprentices of any race, creed, religion, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, gender identity or expression, citizenship, arrest records, genetic predisposition, disability or any other characteristic protected by applicable local, state or federal law, to all the rights, privileges, programs, and activities generally accorded or made available to students at the CTC. It does not discriminate on the basis of race, creed, religion, color, national and ethnic origin, gender, age, marital status, military or veteran status, sexual orientation, gender identity or expression, citizenship, arrest records, genetic predisposition, disability or any other characteristic protected by applicable local, state or federal law, in administration of its educational policies, admissions, policies, scholarship and loan programs, and other school-administered programs. Romantic or sexual relationships between CTC staff (instructors, directors, administrators, or other staff) and apprentices are expressly prohibited.

DEFINITION OF HARASSMENT

Prohibited harassment can take many forms, but generally includes any unwelcome conduct based on a person's membership in a protected class that:

- Has the purpose or effect of creating an intimidating, hostile or offensive educational environment.
- Has the purpose or effect of unreasonably interfering with a student's academic or CTC-related performance; or
- Otherwise adversely affects the student's educational opportunities.

Prohibited conduct includes, but is not limited to:

- Verbal harassment, such as making a joke or comment or using epithets, derogatory comments, vulgar or profane words and expressions or slurs that refer to a certain gender, race, color, citizenship status, national origin, ancestry, sexual orientation, age, religion, creed, marital status, veteran status or any other basis protected by applicable local, state or federal law;
- 2. **Physical harassment**, such as unwelcome touching, assault, blocking, impairing, or otherwise physically interfering with an individual's normal activities or movement.

- 3. **Visual forms of harassment**, such as derogatory posters, cartoons, drawings, e-mail, computer screen savers, graffiti, or photographs.
- 4. **Sexual harassment**. Examples of sexual harassment may include, but are not limited to:
 - Unwelcome or unwanted sexual advances. This includes physical contact and verbal contact of a sexual nature which is considered unacceptable or unwelcome by another individual.
 - Requests or demands for sexual favors. This includes expressed and implied, subtle, or blatant, pressure or requests for sexual favors accompanied by any implied or expressed promise of preferential treatment or negative consequences.
 - Verbal abuse or comments which are sexually oriented and considered unacceptable by another individual. This includes comments or compliments which extend beyond mere courtesy, jokes which are clearly unwelcome or considered offensive, and other comments, innuendo or actions of a sexual nature which are offensive to others.
 - Sexually oriented conduct, including but not limited to unwanted sexual attention, which
 interferes with an apprentice's academic or CTC-related performance or educational
 environment.
 - Creating an educational environment which is intimidating, hostile or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contact or attention.
 - Sexual harassment may also include harassing conduct which is targeted at an individual because of that person's gender but is not necessarily sexual in nature.

Prohibited harassment includes both harassments directed at the targeted individual and harassment which takes place within the individual's hearing. Normal, courteous, respectful, pleasant, and non-coercive interaction between individuals, which conforms to this policy and is acceptable to both individuals, is not considered to be harassment.

GENERAL PROCEDURES FOR REPORTING COMPLAINTS OF DISCRIMINATION AND HARASSMENT

The CTC encourages all CTC apprentices and staff to report all incidents of discrimination or harassment, regardless of who the offender may be. The CTC will take prompt, action to prevent, investigate and remedy harassment.

The CTC has designated the Human Resources Director of the New York District Council of Carpenters Benefit Funds as the "Point Person" who is primarily responsible for receiving, responding to, and investigating harassment complaints.

Complaints will be kept confidential to the extent possible, consistent with the need to conduct a thorough investigation, restricting related information on a "need to know" basis

The CTC recognizes that false accusations of harassment can cause serious harm to innocent persons. Although the CTC encourages complaints made in good faith, if an investigation reveals that an apprentice knowingly or maliciously accused another person falsely of harassment, the CTC will take all appropriate action.

ON-THE-JOB COMPLAINTS

If the complaint originated on a work site and involves a co-worker, the apprentice should use the NYCDCC Grievance Procedure. If the issue involves a manager or supervisor, the apprentice can file a grievance under the Collective Bargaining Agreement Employer Complaint Procedure if there is one.

REPORTING DISCRIMINATION OR HARASSMENT BY STUDENTS

Any apprentice who believes that he/she has been or is being discriminated against or harassed by a student or who has witnessed an incident of discrimination or harassment by a fellow apprentice should take the following steps to report the incident:

Speak to the offender directly, if you are comfortable and feel safe doing so, and request that the discrimination or harassment stop, and then report the incident to the Human Resources Director.

If you are uncomfortable with speaking directly to the person or if the discrimination or harassment does not stop, report the incident to the Human Resources Director.

REPORTING HARASSMENT BY CTC STAFF

Any apprentice who believes that he or she has been or is being discriminated against or harassed by a member of the CTC staff, or that he/she has witnessed an incident of discrimination or harassment by a member of the CTC staff, should report the incident to the Human Resources Director.

NVESTIGATIONS

Following consultation between the apprentice and the Human Resources Director, the CTC will determine whether further investigation is required. The Human Resources Director will promptly investigate any such matter. The investigation may include interviews of the complainant, the alleged offender, witnesses and others. It may also include other methods, such as recommending an outside investigator or referral to counsel. The Human Resources Director may ask the alleged offender to respond to a complaint in writing.

DISCIPLINE

If it is determined that the CTC's policy prohibiting discrimination and harassment was violated, the CTC will take disciplinary action against the offender appropriate to the circumstances. Such action may include, but is not limited to: counseling, a verbal warning to the offender with a notation on the apprentice's permanent file and/or referral of the case to the JATC and/or the Board of Trustees for disciplinary action. Discipline may include, but is not limited to, counseling, suspension, or expulsion for apprentices, and, for CTC staff, discipline may include but is not limited to counseling, warnings, probation, suspension or termination of employment.

TRAINING

The CTC offers instruction and training to all members of the CTC community on issues of discrimination and harassment and the CTC's related policies. This training generally occurs through meetings, workshops, and videos. The CTC also notifies all incoming students and employees of this policy.

RETALIATION IS PROHIBITED

The CTC prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including suspension or expulsion for apprentices, and, for CTC staff, suspension without pay or termination.

HUMAN RESOURCES DIRECTOR CONTACT INFORMATION

The Human Resources Department is located at 395 Hudson Street, 9th Floor, New York, NY 10014. Jennifer Casey

Phone Number: 212-366-7519 Email Address: JCasey@nyccbf.org

TRADE ETHICS

An important aspect of your training is the understanding and acceptance of a high standard of trade ethics that result in the creation of a craftsperson instilled with pride and professionalism for your trade. You are expected to behave in a professional manner and exhibit the following:

- 1. **Craft Excellence** -Pride in our craft leads to the successful completion of a given job.
- 2. **Cooperation** -Cooperation with co-workers is essential. Lack of cooperation shows insufficient interest towards the final objective. A sincere interest in learning the work paves the way to final success.
- 3. **Punctuality** Punctuality is a "must" for all apprentices as well as other employees. Your employer, at a minimum, demands that you arrive to work on time and ready to work. Anything less than that will mark you as irresponsible.
- 4. **Loyalty** Loyalty to one's co-workers and to the employer will prove to be in everyone's interests and is important if an individual hopes to be successful as an apprentice and later as a journeyperson.
- 5. **Honesty** Honesty in all dealings with co-workers and supervisors, is essential.
- 6. **Attention** Attention when instructions are given will avoid many errors. The employer has a reason for the instructions and the employee should pay particular attention to those instructions.
- 7. **Diligence** Attention and care are expected in the performance of all assignments and will result in a job well done.
- 8. **Proficiency** The CTC training is designed to give the apprentice an opportunity to work on hands-on projects in addition to making the apprentice accountable for his/her own work. Proficiency requires careful application, continuous study, and perseverance.
- 9. **Productivity** Skilled professional carpenters must be able to demonstrate competence to prove that you are a better trained and more skillful worker than workers in the non-union sector. You must be able to work smarter and out-produce your non-union competition.

LIST OF PERSONAL TOOLS RECOMMENDED FOR CARPENTER APPRENTICES

BASIC TOOL BOX

- Tool apron
- Hammer 16 or 20 oz. claw
- Measuring tape 25 ft.
- Folding wood ruler 6 ft.
- Plumb bob/Laser
- Combination square
- 2' Magnetic level
- Keyhole saw
- Aviation snips left, right & straight
- Slotted screwdriver − ¼" tip
- Phillips head screwdriver #2 and #3 tip
- Utility knife
- Pliers with side cutters
- 8" Adjustable wrench
- Wonder bar
- Chalk box
- Safety glasses
- Pencils

INTERIOR SYSTEMS

- Punch keyhole saw
- Drywall "meat" saw
- Fixed blade utility knife & blades
- C clamp vice grips

HOUSE FRAMING / PROTECTION

- Framing hammer 20 oz.
- 8 or 10 point crosscut saws
- Cat's paw

CONCRETE WORK

8 Point crosscut saw

CEILINGS

8 Small spring clamps

INTERIOR TRIM & CABINETMAKING

- Cabinet scrape
- Smooth plane − 9"/Block plane
- Rabbet plane Stanley #92
- Dovetail saw
- Coping saw w/ extra blades
- Stiff putty knife − 1 ¼" wide
- Mill file 10" bastard cut
- Half round rasp Nicolson #50
- Rat tail file
- © Countersink bit w/ ¼" shank
- 2 Quick action clamps
- 2 C-clamps 3"3/16" bits

LIST OF PERSONAL TOOLS RECOMMENDED FOR SPECIALTY APPRENTICES

Personal tool list for specialty trades can be supplied at your local union hall or by your CTC Instructors.

APPRENTICE GUIDELINES AND PROCEDURES FOR RECEIVING COLLEGE CREDITS

In order to assist apprentices and members in furthering their educational goals, the Carpenters Training Center has worked with the National College Credit Recommendation Service (National CCRS) to have our apprenticeship courses evaluated and recommended for transferable college-level credit.

All college credit recommendations are based upon coursework completed. No credit can be recommended for courses that have not been fully completed or for which a failing grade has been issued.

Credit is given per the recommendations of the National CCRS. These credit recommendations are listed publicly and may be found on www.nationalccrs.org.

Building and Construction Carpentry Program

Apprentices in the Building and Construction Carpentry programs (including Locals 157, 45, 20 and 926) may acquire up to 39 credits during the course of their regular apprenticeship program, including the completion of all required work hours. Two (2) additional credits each may be earned by successfully completing and passing the following journey-level courses: OSHA 30, ICRA Best Practices in Health-Care Construction, Rigging and Basic Arc Welding.

Total possible credits: 47

Credit can be issued to apprentices who began apprenticeship in the fall of 2002 or later.

Millwright Program

Apprentices in the Millwright program may acquire up to 46 college credits during the course of their regular apprenticeship program, including the completion of all required work hours. **Total possible credits: 46**

Credit can be issued to apprentices who began apprenticeship in the fall of 2003 or later.

Cabinetmaking Program

Apprentices in the Cabinetmaking program may acquire up to 33 credits during the course of their regular apprenticeship program including the completion of all required work hours. Two additional credits may be earned by apprentices who complete and pass the Advanced AutoCAD journey-level course. **Total possible credits: 35**

Credit can be issued to apprentices who began apprenticeship in the fall of 2004 or later.

Floor Covering Program

Apprentices in the Floorcovering program may acquire up to 25 credits during the course of their regular apprenticeship program including the completion of all required work hours.

Total possible credits: 25

Credit can be issued to apprentices who began apprenticeship in the fall of 2005 or later.

Dock Builder / Pile Driver Program

The Dock Builder/Pile Driver program is currently under review for credit recommendation; no determination has yet been made. You may be entitled to credits for identical coursework from our other approved programs.

High-Rise Concrete Carpenter Program

The High-Rise Concrete Carpenter program is currently under review for credit recommendation; no determination has yet been made. You may be entitled to credits for identical coursework from our other approved programs.

Transcript Issuance

National CCRS recommendations are accepted at colleges and universities throughout the country. The Carpenters Training Center can issue a transcript directly to you or to the school of your choice upon request. To request a transcript, please call 212-727-2224.

Please note: The Carpenters Training Center is NOT an accredited college or university. If your college or university asks to provide your credits via a transcript from an accredited college or university, you may want to consider the "Credit Banking" option described below.

Credit Banking

Some colleges and universities will accept credit recommendations from National CCRS without the need for an accredited college transcript; others will not. For colleges (and/or employers) that request a transcript from an accredited college, you have the option to use the Credit Bank through Excelsior College.

Designed for non-enrolled Excelsior College students, the <u>Credit Bank service</u> consolidates accumulated college-level credit onto a single master transcript for employment or educational purposes. There is a fee for this service.

Excelsior College will consolidate your credits from a variety of sources:

- Credits from Excelsior College and other accredited colleges and universities.
- Military training and experience evaluated and recommended for college-level credit by the American Council on Education (ACE).
- Corporate training and criminal justice training evaluated and recommended for college-level credit by Excelsior College, American Council on Education (ACE) or the National College Credit Recommendation Service (National CCRS)
- IT certifications from Microsoft, Novell, Cisco, SAS, Oracle, CompTia, Sun Microsystems and others approved for credit by Excelsior College.
- Examination programs including Excelsior College Examinations, College Level Exam Program (CLEP), and DSST Exam Program.
- Credits appearing on international credentials evaluated by an Excelsior College approved agency.

Official copies of transcripts and score reports you would like considered for consolidation are required along with the Credit Bank fee. The current fees are outlined in the applications above.

Learn more:

- Call 888-647-2388 (toll-free) or 518-464-8500 (press 1-3-6 at the automated greeting)
- Email: crbank@excelsior.edu

SUNY Empire State College Program

The CTC has established a partnership with The Harry Van Arsdale, Jr. Center for Labor Studies at Empire State College SUNY to enable members and apprentices to earn an Associate in Science degree in Labor Studies. The program combines college credits that you earn through your apprenticeship courses with general education and liberal arts courses provided by the Van Arsdale Center. College credits are available for:

- Carpenters who began apprenticeship in the Fall of 2002 or later
- Millwrights who began apprenticeship in the Fall of 2003 or later
- Cabinetmakers who began apprenticeship in the Fall of 2004 or later
- Floor Coverers who began apprenticeship in the fall of 2005 or later.

Note: Bachelor's Degree options are also available

Dock builder/Pile Driver apprentices: This program is under review for college credit evaluation; no determination has yet been made. You may be entitled to credits for identical coursework from our other approved programs.

Journey-Level Workers: The Associates Degree program is open to journey-level workers who wish to pursue higher education and who began their apprenticeship by the above dates.

Available Degree Options

Apprentices completing the Empire State College program are awarded an Associate of Science degree in Labor Studies from Empire State College. This can be the completion of an apprentice's college career, or

the beginning. Apprentices can continue with the college for a 4-year bachelor's degree or transfer to another college or university.

Educational Requirements for the Associate Degree*

An Associate in Science degree requires 64 credit hours, of which at least 32 must be in liberal arts and at least 24 must have been earned through Empire State College.

National CCRS has evaluated the Carpenter, Millwright, Cabinetmaking and Floorcovering education programs to be worth 25-35 college credits, which Empire State College will accept toward its 64-credit associate degree when the apprenticeship is complete.

In addition, an apprentice may be able to transfer up to 10 credits in liberal arts from an accredited college and still earn the minimum 24 required from Empire State College for a degree:

| Required Credits for Associate Degree | 64 |
|-----------------------------------------------------------------|-------|
| Carpentry/Millwright/Cabinetmaking/Floorcovering Apprenticeship | 25-35 |
| Maximum Additional Transfer Credits | 10 |
| Minimum Empire State College Credits | 24 |

Please note that fees do apply to this program*

National College Credit Recommendation Service (National CCRS)

Carpenters, Millwrights, Cabinetmakers and Floor Coverers may review your college credit recommendations at: www.nationalccrs.org.

Contact

For more information about the College Program or about the college credits you may receive from your apprenticeship program, please call (212) 727-2224.



AUTHORIZATION FOR RELEASE OF ALCOHOL AND DRUG TREATMENT INFORMATION AND APPRENTICESHIP RECORDS

| Part 1. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I, |
| Designated CTC Recipients of Information from MEND: |
| CTC Director; CTC Assistant Director; CTC Executive Assistant; CTC Office Manager |
| Information to be released from MEND to CTC: • Attendance • Abstinence • Treatment Compliance |
| Part 2. |
| I,, authorize the CTC to release the following information to MEND. |
| Designated MEND Recipients of Information from CTC: • MEND Staff |
| Information to be released from CTC to MEND: Clarity Drug Testing Results |
| The reason for allowing this request is to facilitate compliance with the CTC Drug Testing Policy effective September 1, 2019 and updated effective May 20, 2020. |
| This consent is valid until my graduation from the CTC, or until revoked. |

In accordance with New York State Law and the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), I understand that:

This authorization includes disclosure of information relating to ALCOHOL and DRUG ABUSE information. By signing this authorization, I authorize MEND to disclose ALCOHOL and DRUG ABUSE information (and additional information specified above) to the CTC, and I authorize CTC to disclose drug testing results to MEND.

I understand that the recipient of information related to alcohol or drug treatment is prohibited from re-disclosing such information without my authorization unless permitted to do so under federal or state law.

I understand that I may revoke this Authorization at any time in writing, except to the extent that CTC and/or MEND has already disclosed the information based on this Authorization. I also understand that the above—designated persons authorized to receive this information have the right to inspect and copy the information to be disclosed and to use the information for the purpose outlined above.

I understand that signing this Authorization is voluntary. However, I also understand that I may be denied admission to or terminated from the CTC if I do not sign this Authorization. My treatment, payment, enrollment in a health plan, or eligibility for benefits will not be conditioned upon my authorization of this disclosure.

All items on this form have been completed and my questions about this form have been answered. In addition, I have been provided a copy of the form.

| Print Name of Patient | UBC# | |
|-----------------------|----------|--|
| | | |
| Signature of Patient | Date | |

Acknowledgement of Receipt of the New York City District Council of Carpenters Training Center Drug Testing Policy

By signing this statement, I acknowledge that I have received a copy of the New York City District Council of Carpenters Training Center ("CTC") Drug Testing Policy ("the Policy"). I have read and understand the requirements of the Policy.

I understand and agree:

- 1. that it is my obligation to comply with the Policy as a condition of admission to and remaining enrolled in the Apprenticeship program.
- 2. that I will be terminated from the Apprenticeship program if I violate the Policy.
- 3. that the Policy may be amended at any time

| Print Name | UBC# | |
|------------|------|--|
| | | |
| | | |
| Signature | | |
| | | |
| | | |
| Date | | |

The New York City District Council of Carpenters Apprenticeship Journeyman Retraining Educational & Industry Fund School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

APPRENTICESHIP INFORMATION AGREEMENT

I have been given the opportunity to read and review the JATC's Apprenticeship Standards and written Rules and Policies, the apprenticeship indenture form, and the sections of the Collective Bargaining Agreement(s) that pertain to apprenticeship. A representative of the New York City District Council of Carpenters Training Center has adequately reviewed this material with me and satisfactorily answered all questions. I understand my responsibilities as outlined in these documents, agree to abide by them, and accept full responsibility for my actions while an apprentice in this program. I understand that my failure to abide by these regulations may result in termination of my apprenticeship indenture.

I understand that the first twelve (12) months of my apprenticeship is a probationary period and that both my related training and on-the-job training will be reviewed. If I am not meeting my apprenticeship requirements during the probationary period, the apprenticeship agreement may be cancelled by either party without stated cause.

I understand my obligation to follow the New York State Department of Labor apprenticeship training requirements for related training and on-the-job training. I understand that my failure to maintain my on-the-job requirements by not registering with the New York City District Council of Carpenters Job Referral Department when unemployed, failure to accept a job when referred, or not show up for work when directed by the New York City District Council of Carpenters Job Referral Department may result in the termination of my apprenticeship indenture.

My signature below certifies that I have been provided with a copy of the written rules and policies adopted by the New York City District Council of Carpenters JATC and in effect as of this date.

| Signature | Date |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| - | TO SELECTION OF EACH O |
| Print Full Name | UBC: - |
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| | REALING |
| | ICR TRAINING |

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA APPRENTICE AGREEMENT

| For the trade of | | in N | lew York City |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| District Council and V | icinity. | | |
| THIS AGREEMENT en | tered into this day of | (Month) | (Year) |
| | ork City District Council of Carpe dustry Fund, hereinafter referre | | NTICESHIP FUND, and |
| | (Name of Apprentice) | | |
| to as APPRENTICE. | DISTRICT C | DUNCIL | |
| W/ITNESSETH: | A STATE OF THE STA | The state of the s | |

That the APPRENTICESHIP FUND and the APPRENTICE desire to enter into an agreement of apprenticeship in conformity with the standards of the United Brotherhood of Carpenters and Joiners of America ("UBCJA") and the New York City District Council of Carpenters ("NYCDCC") and therefore, in consideration of the premises and of the mutual covenants herein contained, do hereby mutually covenant and agree as follows:

That the APPRENTICE agrees to perform diligently and faithfully the work of said trade or craft during the period of apprenticeship and comply fully with the related training program and Apprentice obligations as defined in the Apprenticeship Standards and Rules and Regulations as they currently exist or may hereafter be promulgated by the NYCDCC and/or the New York City District Council of Carpenters Joint Apprenticeship Training Committee (JATC) acting under the authority of the APPRENTICESHIP FUND.

That this Agreement conforms to and is predicated upon the New York State Department of Labor agreement on apprenticeship labor standards approved by the APPRENTICESHIP FUND.

That this Agreement may be annulled by the APPRENTICE at any time, whereupon the APPRENTICE's participation in the Apprentice Program will immediately cease. The APPRENTICE's participation in the Apprentice Program may be annulled by the Director of Training of the New York City District Council of Carpenters Training Center ("CTC") for violation of the Apprenticeship Standards and Rules and Regulations. In the event of any disagreement or dispute in relation to any matter between the APPRENTICE and the CTC relating to the APPRENTICE's participation in the Apprentice Program or this Agreement, such disagreement or dispute shall be submitted in writing by either party to this Agreement to the New York City District Council of Carpenters Joint Apprenticeship Training Committee ("JATC") for adjustment. The decision of the JATC shall be final and conclusive upon the parties to this Agreement.

That the APPRENTICE understands and agrees that his/her membership in the United Brotherhood of Carpenters and Joiners of America is subject to termination by the District Council having jurisdiction over this Agreement, if the Joint Apprenticeship Training Committee (JATC) transmits notice

| N WITNESS WHEREOF, and evidencing their assent to the terms herein, the parties have signed apprentice Agreement on the date set forth above. | this |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------|
| | |
| (Apprentice's Signature) | |
| | |
| New York City District Council of Carpenters Training Center | |
| By | |

Director of Training

to the Local Union or Council that the apprentice has been terminated from the Apprentice Program for

unsatisfactory participation.