



**CARPENTERS**  
TRAINING INSTITUTE  
Application for Training

**Carpenter**

<b>Date:</b>	<b>Apprentice Name:</b> (Last, First, M)	
<b>Contact Information:</b>		
<b>Address:</b> (Street, City, State, Zip):		<b>Phone:</b>
<b>Email:</b>	<b>Social Security Number:</b>	<b>Birth Date:</b> (MM/DD/YY):

<b>Apprentice Demographics Information:</b>			
<b>Sex:</b> ___ Male ___ Female ___ Did Not Self Identify	<b>Education Attained:</b> (Circle One) GED  High School Diploma  Other: _____	<b>Race:</b> (Select All that Apply) American Indian or Alaska Native  Asian  Black or African American  Native Hawaiian or other Pacific Islander  White  Do not wish to answer	<b>Veteran:</b> (Circle One) Non-veteran Non-veteran, other eligible individual Veteran, eligible Did not self-identify  Branch: _____
<b>Preferred Language:</b> ___ English ___ Spanish	<b>Ethnicity:</b> (Circle one): Hispanic or Latino Not Hispanic or Latino Did Not Self Identify		
<b>Experience:</b>			
Are you a graduate from a Post-Secondary Vocational Program in Carpentry? ___ Yes ___ No			
If yes, name of program _____			
Have you ever applied for this program before? ___ Yes ___ No If yes, when? _____			
Have you been a registered apprentice in another program and/or trade? ___ Yes ___ No			
If yes, what trade? _____			
Do you have any non-union carpentry experience? ___ Yes ___ No			
If yes, Contract Name _____			

<b>How Did You Learn about the Program - PICK ONLY ONE</b>			
<input type="checkbox"/> Job Corps	<input type="checkbox"/> Job Fair/Career Fair	<input type="checkbox"/> School Counselor	<input type="checkbox"/> Community Based Organizations
<input type="checkbox"/> Business Representative	<input type="checkbox"/> Technical College	<input type="checkbox"/> Career Connections/High School	_____
<input type="checkbox"/> Advertising	<input type="checkbox"/> Youth Build	<input type="checkbox"/> Family/Friend	
<input type="checkbox"/> Contractor	<input type="checkbox"/> Website	<input type="checkbox"/> Other	

<b>Signature</b>	
*By signing this form, I acknowledge I have 10 days after this application is completed and a sponsorship letter is received to pay the membership fee as determined by the Regional Council of Carpenters or this application will be void. **I am in receipt of CTI's Privacy Policy. I understand the Policy and this consent form. I authorize CTI to send me text messages and to contact me via E-mail as set forth in the Privacy Policy.	
<b>Signature of Applicant:</b>	
<b>Office Only</b>	<b>Application Number</b>
Employer _____	
Wage Rate _____	UBC: _____



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**References**

*Please list three professional references.*

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Previous Employment**

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_



# CARPENTERS TRAINING INSTITUTE

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

## Military Service

Branch: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Rank at Discharge: \_\_\_\_\_ Type of Discharge: \_\_\_\_\_

## Understanding

Do you understand that you have a probationary period of 1300 hours and 160 classroom hours, if hired by a signatory contractor?	YES	NO
Are you willing to work for the established wage scale during your training period?	YES	NO
Do you understand that it is required for you to comply with the related training requirements as established by the apprenticeship committee and non-compliance may lead to dismissal from training?	YES	NO
Do you understand you will be required to attend classes four weeks out of the year, Monday through Friday approximately one week per quarter?	YES	NO
Do you understand that drug testing is required under the terms of the labor agreement between the companies you may work for while an apprentice in the JATC program?	YES	NO



## CARPENTERS

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### Disclaimer and Signature

*I certify that my answers are true and complete to the best of my knowledge.*

*If this application leads to acceptance, I understand that false or misleading information in my application or interview may result in my release.*

*I acknowledge receipt of the Five Rivers Carpenter JATC Standards of Apprenticeship. I have read the Standards and do not have any questions regarding the Standards.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The Carpenters Training Institute pledges that the training program will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability a person 40 years old or older, or any other characteristic protected by State or Federal Law. The Carpenters Training Institute will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the U.S. Department of Labor under Title 29, part 30 of the Code of Federal Regulations.**

**Any individual who has a concern or question about this Pledge is encouraged to contact Matt Campanario, Executive Director, Carpenters Training Institute, at (651) 888-0484. You may also find additional information about the pledge and these regulations online at: <https://www.apprenticeship.gov/about-us/legislation-regulations-guidance>.**



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# Are you Skilled/Qualified to accept work in these areas:

(BY NOT CHECKING ANY SKILLS DOES NOT DISQUALIFY YOU FROM APPRENTICESHIP)

- |  |   |
|--|---|
| <input type="checkbox"/> Architectural Sheet Metal (ARCHMTL)   | <input type="checkbox"/> Insulation – Spray Foam (INSSPR) |
| <input type="checkbox"/> Bathroom Finish/Partitions (FINISHTP) | <input type="checkbox"/> Insulation – Blown (INBLW)       |
| <input type="checkbox"/> Bilingual – Spanish (SPANISH)         | <input type="checkbox"/> Metal Roof (MTLRF)               |
| <input type="checkbox"/> Blueprints (BLUEPRNT)                 | <input type="checkbox"/> Nuclear Plant Experience (NUKE)  |
| <input type="checkbox"/> Bridges/Highway (BRIDGEHH)            | <input type="checkbox"/> Overhead Door (OHDR)             |
| <input type="checkbox"/> Cabinet Installation (CABINET)        | <input type="checkbox"/> Pile Driver (PILEDVR)            |
| <input type="checkbox"/> Ceiling – Acoustical (CEILING)        | <input type="checkbox"/> Refinery Experience (REFINERY)   |
| <input type="checkbox"/> Cleanroom (CLNRM)                     | <input type="checkbox"/> Refrigeration Panels (REFPNL)    |
| <input type="checkbox"/> Commercial Doors/Hardware (DRHDW)     | <input type="checkbox"/> Residential Finish (RESFI)       |
| <input type="checkbox"/> Commercial Finish (COMFIN)            | <input type="checkbox"/> Residential Layout (RESLAY)      |
| <input type="checkbox"/> Commercial Layout (COMLAY)            | <input type="checkbox"/> Scaffold Experience (SCAFEXP)    |
| <input type="checkbox"/> Commercial Lather (LATHER)            | <input type="checkbox"/> Shingle (SHINGLE)                |
| <input type="checkbox"/> Computer Floors (COPFLR)              | <input type="checkbox"/> Shoring (SHORE)                  |
| <input type="checkbox"/> Concrete Forms (Forms)                | <input type="checkbox"/> Siding (SIDING)                  |
| <input type="checkbox"/> Drywall Finish (DWFIN)                | <input type="checkbox"/> Stair Building (STAIRS)          |
| <input type="checkbox"/> Drywall on Steel (DWSTL)              | <input type="checkbox"/> Steel Stud Framing (SSFRM)       |
| <input type="checkbox"/> Drywall on Wood (DWWD)                | <input type="checkbox"/> Trade Show Experience (TSEXP)    |
| <input type="checkbox"/> Fixture Installation (FIXTURE)        | <input type="checkbox"/> TWIC card holder (TWIC)          |
| <input type="checkbox"/> Foreman – Commercial (COMFOR)         | <input type="checkbox"/> Will work with heights (HEIGHTS) |
| <input type="checkbox"/> Foreman – Residential (RESFOR)        | <input type="checkbox"/> Wood Floor Installation (WDFLR)  |
| <input type="checkbox"/> Furniture/Partitions (FURNPAR)        | <input type="checkbox"/> Wood Framing (WDFRM)             |
| <input type="checkbox"/> Hilti Powder Actuated Tools (HILTI)   | <input type="checkbox"/> Window Installation (WINDOW)     |
| <input type="checkbox"/> OSHA 10                               | <input type="checkbox"/>                                  |



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# Apprenticeship Notification of Work

**NAME:** \_\_\_\_\_  
(APPRENTICE NAME)

**CONTRACTOR:** \_\_\_\_\_  
(CONTRACTOR APPRENTICE WORKING FOR)

**START DATE:** \_\_\_\_\_  
(DATE STARTED WITH CONTRACTOR)

**STARTING LEVEL:** \_\_\_\_\_  
(APPRENTICE STARTING LEVEL WITH CONTRACTOR & UNION)

*Local:* \_\_\_\_\_  
(LOCAL YOU WILL BE JOINING)

*Business Agent:* \_\_\_\_\_  
(NAME OF BUSINESS AGENT)

**\*\*\*FOR INTERNAL USE ONLY\*\*\***



**CARPENTERS**  
TRAINING INSTITUTE

**PREVIOUS CARPENTER TRADE WORK AFFIDAVIT**

In lieu of a high school diploma or GED, individuals can demonstrate that they have worked a minimum of one thousand five hundred hours(1,500 hours) specifically in the carpenter trade in classifications represented by the UBC. Supporting documentation will be accepted only if verified by paystubs, W2 forms or a signed letter on company letterhead by a previous employer. Formal educational hours shall be counted towards the 1,500-hour requirement if documented by transcripts or completion certificate of a pre-apprenticeship.

Name: \_\_\_\_\_

Hours specifically in the carpenter trade: \_\_\_\_\_

Supporting documentation provided:

- Paystubs
- W-2 Forms
- Signed letter on company letterhead by previous employer
- Transcripts
- Completion certificate of pre-apprenticeship
- No records available. Provide the reason for not having any records to document the hours you have worked specifically in the carpenter trade. Include a description of the work you have performed. The JATC may require additional information from you.

\_\_\_\_\_  
\_\_\_\_\_

By completing this form, I acknowledge I have completed more than 1,500 hours in the carpenter trade as disclosed above.

\_\_\_\_\_  
Signature

State of Iowa  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by

\_\_\_\_\_  
Signature of notary



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Voluntary Disability Disclosure

OMB No. 1205-0223 Expiration Date: 06/30/2024

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Please check one of the boxes below:

- YES, I HAVE A DISABILITY (or previously had a disability)
- NO, I DON'T HAVE A DISABILITY
- I DON'T WISH TO ANSWER

Your name: \_\_\_\_\_

Date: \_\_\_\_\_

### **Why are you being asked to complete this form?**

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.<sup>[1]</sup> To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

### **How do I know if I have a disability?**

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

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<sup>[1]</sup> Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at <https://www.apprenticeship.gov/eo>.



**CARPENTERS AND JOINERS APPRENTICESHIP AND  
JOURNEYMEN TRAINING TRUST FUND**

**OUTSTANDING DEBT POLICY**

***You are receiving this Outstanding Debt Policy because the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund (the "Fund") may be paying an expense on your behalf or allowing you to use Fund property. This Outstanding Debt Policy is effective for all debts incurred by the Fund on or after October 22, 2018. Follow these instructions:***

1. Read Section 1 describing when you may have an outstanding amount that is owed to the Fund and the consequences if such outstanding debt is not repaid;
2. Sign and date Section 2 acknowledging your receipt of this Outstanding Debt Policy and provide your UBC ID# (if applicable); and
3. Keep a copy of this Outstanding Debt Policy for your records and deliver one copy to the Fund at the main office for the Carpenters Training Institute located at 740 Olive Street, St. Paul, MN 55130.

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**SECTION 1: Outstanding Debt Policy**

I understand that the Fund was created for the purpose of providing and maintaining apprenticeship and training-related benefits and I understand that the financial integrity of the Fund is critical to its ability to maintain its operations and continue providing apprenticeship and training-related benefits.

I understand that the Fund may advance certain expenses related to my training-related activities including, but not limited to: training and/or class registration fees, equipment rental, travel expenses, Fund owned property or equipment (such as iPads and tools). I acknowledge that if I am advanced or provided Fund owned property I am responsible for the care, maintenance, and return of that property in the same condition I received it.

I understand that if I fail to return Fund property, damage Fund-owned property and/or fail to attend scheduled training-related activities and that if the Fund does not excuse or authorize my absence prior to the training-related activity, I will be responsible to immediately repay the Fund in full, and under no circumstances more than thirty (30) days after payment is requested, for expenses incurred by the Fund.

Examples of the "outstanding debt" that I may owe to the Fund include, but are not limited to, flight and/or hotel cancellation fees, training course fees, and other expenses paid for my training when I do not attend as scheduled. Outstanding debt may also include the replacement cost of unreturned or damaged Fund property, including but not limited to iPads and tools.

I understand that the consequences for failing to repay any outstanding debt to the Fund may include, but are not limited to the following:

1. I will not be allowed to register through the Fund for, and/or participate in, **ANY** additional apprenticeship or training-related activities approved and/or sponsored by the Fund;
2. I will not be allowed to graduate from the apprenticeship training program sponsored by the Fund;
3. I will not be allowed to participate in any classroom training activities sponsored by the Fund;
4. I will not receive a certificate of completion for any training sponsored by the Fund that I have completed; and/or
5. I will not receive any additional financial assistance from the Fund.

**SECTION 2: Acknowledgement of Receipt**

My signature on this page acknowledges that I have received and read the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund's Outstanding Debt Policy.

**Signature:** \_\_\_\_\_

**UBC ID#:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Website Terms and Conditions

Our Terms and Conditions was last updated on August 2, 2021.

Welcome to Carpenters Training Institute ("CTI") website. Please read the Terms and Conditions carefully as they govern your use of this website.

### **1. Acceptance of the Terms and Conditions**

These Terms and Conditions are entered into by and between You and Carpenters Training Institute ("CTI," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms and Conditions**"), govern your access to and use of <https://www.carpenterstraininginstitute.org/> (the "**Website**") including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user.

Please read the Terms and Conditions carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at [www.carpenterstraininginstitute.org](http://www.carpenterstraininginstitute.org).** If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **2. Changes to the Terms and Conditions**

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **3. Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* [www.carpenterstraininginstitute.org](http://www.carpenterstraininginstitute.org). and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

### **4. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by CTI, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms and Conditions permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

**You must not:**

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.
- If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions, your right to use the Website will stop immediately and you must return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by CTI. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

**5. Trademarks**

The CTI and Carpenters Training Institute names, the terms, the CTI logo, Company Trademarks, and all related names, logos, product and service names, designs, and slogans are trademarks of CTI or its affiliates or licensors. You must not use such marks without the prior written permission of CTI. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

**6. Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate CTI, any CTI employees, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm CTI or users of the Website, or expose them to liability.

**Additionally, you agree not to:**

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

**7. Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions.

**8. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the CTI, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the CTI. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **9. Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **10. Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy [www.carpenterstraininginstitute.org](http://www.carpenterstraininginstitute.org). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **11. Linking to the Website**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent. Provided however, the following is met:

- The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms and Conditions.
- You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.
- We may disable all or any social media features and any links at any time without notice in our discretion.

## **12. Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **13. Geographic Restrictions**

The owner of the Website is based in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **14. Disclaimer of Warranties**

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND

INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **15. Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CTI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, TRUSTEES, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

#### **16. Indemnification**

You agree to defend, indemnify, and hold harmless CTI, its affiliates, licensors, and service providers, and its and their respective Trustees, officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions, or your use of any information obtained from the Website.

#### **17. Governing Law and Jurisdiction**

All matters relating to the Website and these Terms and Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

#### **18. Arbitration**

At CTI's sole discretion, it may require You to submit any disputes arising from these Terms and Conditions or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Minnesota law.

#### **19. Waiver and Severability**

No waiver by CTI of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CTI to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

#### **20. Entire Agreement**

The Terms and Conditions, and our Privacy Policy constitute the sole and entire agreement between you and Carpenters Training Institute regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

#### **21. Your Comments and Concerns**

This website is operated by Carpenters Training Institute

740 Olive Street, Saint Paul, MN 55130

(P) 651-646-7337

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [ojt@carpenterstraininginstitute.org](mailto:ojt@carpenterstraininginstitute.org).



## PRIVACY POLICY

Our Privacy Policy was last updated on August 29, 2023.

Carpenters Training Institute (“CTI”) maintains this policy (the “Privacy Policy”) to inform all users who visit or access [www.carpenterstraininginstitute.org](http://www.carpenterstraininginstitute.org) (the “Site”), and who receive or provide electronic communications, including text messages and electronic mail (“Communications”). This Privacy Policy outlines CTI’s policies, procedures and process for the collection, use, protection, and disclosure of certain types of information about you, including information that can be used to identify you (“Personal Information”). As used in this Privacy Policy, all references to “we”, “us” or “our” shall be construed to mean CTI and all references to “you”, “your”, “yourself” shall refer to you, the user who visited or accessed the Site or receives or exchanges Communications with us. The Site and our Communications will be referred to collectively as the “Platform.”

CTI is committed to respecting and protecting your privacy with respect to the information you provide or we otherwise collect from you. By using, accessing, or visiting our Site, or when you provide us with your email address or mobile telephone number, you accept the practices described in this Privacy Policy. If you have any questions about this Privacy Policy or our use of your information, please contact us in accordance with Section 11 below.

The Platform and our apprenticeship programs are hosted in and provided from the United States of America. If you are accessing our Platform from any location outside the United States of America, please note that the Personal Information we collect will be transferred to, used, stored, and otherwise processed in the United States of America. We do not represent that the Platform or our processing of your Personal Information will comply with the laws of any jurisdiction outside of the United States of America.

### 1. Information We Receive About You

#### A. Information You Provide to Us.

We may collect information about you, including Personal Information, in a variety of ways. The primary means by which we do so occurs through what you voluntarily provide to us, including when you submit an application, form response, or any other form of written information to us through our Platform. This information may include information that personally identifies you, such as your name, email address, phone number, state of residence or any of the information we are required to collect and retain under 29 C.F.R. Parts 29 and 30. We may also collect certain information from you via a third party, such as if you direct your school or employer to provide us with information about your enrollment or employment. We do not maintain educational or related records for schools or other educational institutions, and we do not obtain or retain any information about you from such third parties unless you direct them to share your information with us on your behalf. We may also combine information you provide to us with information from public and other reputable sources, including, for example, updated contact information and demographic data.

#### B. Information We Collect Automatically

When you visit our Site, we may automatically receive other information about your visit, including your internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data. For instance, we may log your IP address or unique device ID, your page requests at the Site, and other information collected from “cookies”. A cookie is a small text file that is sent to your computer’s browser or your mobile device when you visit a website. Cookies remain on your computer or device until they are deleted and may tell us, for example, how you arrived at our Site (including search engines and search terms) and how you navigate around our Site (including what you search for and browse). Please note that some internet browsers and device platforms allow you to block or reject cookies, although this may materially impact your ability to use the standard features of our Site. We may combine information collected via cookies with Personal Information provided by you. Our use of cookies do not track users over time or across third-party websites, so the Site does not respond differently when it receives a web browser “do-not-track” signal.

### C. Exceptions

We are not responsible for the privacy of any information you voluntarily reveal or post in any public forum (e.g., message board, chat room, social media page, etc.) whether or not such public forum is offered or sponsored by us, nor are we responsible for the privacy practices of websites that are operated or owned by third parties.

## **2. Our Use and Sharing of Information and Your Consent to Communications**

We may use your information provided to or collected by us in accordance with this Privacy Policy to review, verify or process your application, to contact you, to improve the quality of our Platform and apprenticeship programs, to identify and promote apprenticeship opportunities, and to provide our apprenticeship program or any related services to you. We may use your e-mail, mobile phone number, postal and/or mailing address to notify you of important information regarding our Platform, our apprenticeship programs or our policies and practices, information relating to your training history, certifications and qualifications from CTI, and information relating to training and certifications from the United Brotherhood of Carpenters International Training Center. In addition, we may email you information about special offers, new programs and/or other information we think may be of interest to you. If you do not wish to receive these Communications from us, you may “opt-out” or “unsubscribe” from these Communications by following the instructions contained in the e-mail or text message or by contacting us directly as described in Sections 7, 8 and 11 below. We may also share your information:

- to promote our apprenticeship programs;
- with prospective employers in order to match you with potential career opportunities, if you are enrolled in the apprenticeship program;
- with your school, in order to recognize your accomplishments within the apprenticeship or your school's apprenticeship-related curricula;
- when we believe in good faith that it is necessary to respond to subpoenas, court orders, or to comply with law or any regulatory authority;
- when we believe in good faith that it is necessary to establish or exercise our legal rights or defend against legal claims;
- when we believe it is necessary to share information in order to investigate, prevent, or take action regarding suspected illegal activities, fraud, situations involving potential threats to the physical safety of any person, violation of any of this Privacy Policy;
- if we are acquired by or merged with another organization, your information may be one of the assets transferred to or acquired by a third party;
- for any other purpose disclosed by us when you provide the information; or
- with your consent.

Third parties may automatically collect information about your online activities over time and across different websites when you use our Site. For example, third-party providers of certain embedded content and tools on our Site, your device manufacturer, or your internet service provider may collect information directly from you or your device in connection with your interaction with such content and tools of our Site. Such provider's use of the information is subject to their own privacy policies, which we recommend you review. We are not responsible for such providers' or any other third party's privacy practices, which are not covered by this Privacy Policy.

### **3. Security of your Personal Information**

We are committed to online data security, and for that reason we take steps to make sure that the Personal Information we receive or collect is stored, processed, and maintained in accordance with reasonable security practices designed to secure your Personal Information from accidental loss and from unauthorized access, alteration, disclosure, or misuse. To the extent we engage with third-party vendors to provide the necessary technology infrastructure required to run our Platform and business, we use reasonable efforts to ensure that these third-party vendors commit to industry standard security practices designed to related to secure your Personal Information from accidental loss and from unauthorized access, alteration, disclosure, or misuse.

Please note that we cannot completely guarantee the security of any information which is submitted or transmitted via the internet or via mobile platforms and, by engaging in any of these activities, you understand that any such submission or transmission is done at your own risk. You are also responsible for preventing unauthorized access to your account and Personal Information through your computer or other devices. We recommend you limit access to your computer or other devices through which you accessed the Platform by signing off after you have finished accessing your account. We are not responsible for your circumvention of any privacy settings or security measures we provide.

### **4. Your Rights to Restrict Disclosure of Personal Information**

We offer you choices with regard to the use and disclosure of your Personal Information. These options include opting out of advertising provided by us or choosing for us not to share Personal Information with third parties. If you do not wish to receive these communications from us, you may "opt-out" or "unsubscribe" from these communications by contacting us directly as described in Section 7 below.

Of course, you are always free to not disclose information to us. In addition, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. You may also delete cookies as soon as you leave our Site. Additionally, you can disable or delete similar data used by browser add-ons, by changing the add-on's settings, or visiting the website of its manufacturer. Please note, however, that we have no liability or responsibility to any party with regard to your inability or unwillingness to disclose information to us or through the Platform.

### **5. Links to Other Sites**

Our Platform may contain links to other sites owned, operated, or controlled by third parties. These links are provided for your convenience and information and we are not responsible for the privacy policies and/or practices on these other sites. If you follow a link to another site, you should read that site's privacy policy. The inclusion of any link does not imply our endorsement of the external site company, its website or websites, or the products or services it promotes or sells. When you leave our Site to visit one of these linked sites, the only information transferred to the third party is the fact that you came from our Site. We are not responsible or liable for the independent privacy policies of third parties.

### **6. Children's Privacy**

Our Site is not directed or marketed at, nor intended for use by, children under the age of 13, and we do not knowingly collect information from children under the age of 13. If we learn we have collected or received information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us as described in Section 7 below.

### **7. Text Messages**

If you provide us with your mobile phone number, we may send you text messages. Text messaging may include one-time or recurring texts related to our programs, products, services, or tools. The only way to end text messages for a specific texting program is to reply STOP. You understand and approve that replying STOP to one texting program will not opt you out of all programs that you are enrolled in. You must reply STOP to each texting program that you no longer want to be a part of. In all

programs, you may text HELP for help. Text messages may be sent to your mobile number using an automatic dialing system. Message and Data rates may apply. Text messaging may not be available from all carriers.

After you send "STOP" to us, we may send you a message to make sure that you no longer want to get text messages from that program. After this, you will no longer get text messages from us from that texting program. If you want to join again, just sign up as you did the first time and we will start sending text messages to you for the programs you have signed up for.

We do not guarantee the successful delivery of text messages by your wireless provider.

You are responsible for updating us right away if your mobile number changes. It is your responsibility to give a correct mobile number and to update any changes. If you do not give us your new mobile number, we are not responsible for any text message sent to the wrong number.

We will not be liable for losses or damages that come from (i) a message not delivered, a message delivered late, or (ii) a message that goes to the wrong number; or (iii) inaccurate or incomplete content in a text message. We are not liable for your use or reliance on the content of any text message.

## **8. Email "Opt Out" and Other Rights Regarding Use of Personal Information**

Promptly upon receipt of your request, we will:

- correct or update your Personal Information (provided that we reject any such request if we believe the proposed change would violate any law or legal requirement or cause the Personal Information to be incorrect);
- restrict the use of your Personal Information if you expressly indicate the same; and/or
- stop sending emails to your email address or other mailings to your physical address.

You can make these requests by sending an email to: [ojt@carpenterstraininginstitute.org](mailto:ojt@carpenterstraininginstitute.org) and/or by calling 651-646-7337.

## **9. Opting Out of Direct Marketing**

As set forth in this Privacy Policy, CTI offers you the ability to opt out of our sharing of your Personal Information with third parties for their direct marketing purposes. To make such a request, follow the email opt-out instructions and clearly state your request, including your name, mailing address, email address and phone number. Please see Section 7 of this Privacy Policy for additional information.

## **10. Changes to this Privacy Policy**

We may amend this Privacy Policy from time to time, at our discretion and we will post any amended Privacy Policy on this Site. Our use of information, including Personal Information, is subject to the Privacy Policy in effect at the time such information is used. Your continued use of our Site after any updated Privacy Policy is posted constitutes your agreement to the updated Privacy Policy. You should periodically review this Privacy Policy so as to be aware of the current applicable terms.

## **11. Questions?**

If you have any questions or concerns about this Privacy Policy, please contact us at [ojt@carpenterstraininginstitute.org](mailto:ojt@carpenterstraininginstitute.org).

740 Olive Street, Saint Paul, MN 55130

(P) 651-646-7337

**CARPENTERS AND JOINERS APPRENTICESHIP AND  
JOURNEYMEN TRAINING TRUST FUND**

**TRAINING PROGRAM SUBSTANCE ABUSE  
POLICY AND PROGRAM**

Effective: November 7, 2022

## **I. INTRODUCTION**

### **A. Purpose**

The Trustees of the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund (“the Fund”) recognize that employment in the carpentry construction and contracting industry can be dangerous and hazardous. Although employers are solely responsible for securing the safety and health of employees and Apprentices in the workplace, the Fund recognizes that safety in the workplace is threatened by the use of illegal drugs and alcohol.

Accordingly, the Fund has adopted the following Substance Abuse Policy and Program (“Policy”) which requires that applicants, apprentices, and individuals participating in the Fund’s training programs, whether conducted at the Fund’s training centers or facilitated by the Fund, will undergo drug and alcohol testing when consistent with this Policy. The purposes of this Policy are: (1) to maintain the safety of all Fund employees, apprentices, journeypersons and jobsite personnel; (2) to preserve property belonging to the Fund, employers, and employees on construction job locations; (3) to enhance the jobsite and classroom learning experiences of apprentices and journeypersons; and (4) to ensure apprentices and journeypersons report to training centers, training programs sponsored by or facilitated by the Fund, and on-site job training unimpaired and able to perform quality work.

### **B. Application of Policy**

The Fund, and the members of the apprenticeship committees which oversee the Fund’s training programs, also support equal opportunity in employment and apprenticeship, recognize the dignity of participants in the program, and also recognize that full participation in the program may require the opportunity for rehabilitation under applicable state and federal law. Accordingly, this Policy will be applied in consistent with these principles, and in compliance with all applicable state and federal laws.

The Fund will not discriminate against apprenticeship applicants, apprentices or journeypersons based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Fund will take affirmative action to provide equal opportunity in apprenticeship and training and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

### **C. Notice**

The Fund will make this Policy available to all current and future Apprentices and Training Participants participating in the Training Program. The Fund will also provide this Policy to Applicants for apprenticeship after a conditional offer of indenture has been made to the individual.

### **D. Disclaimer**

Project owners and/or general contractors may impose their own substance abuse policies and programs upon Apprentices and other individuals they employ. This Policy is not intended to replace any contractor's internal substance abuse or drug testing policy. Similarly, this Policy is not intended to prevent contractors from complying with those policies and programs, and the Fund does not assume responsibility for ascertaining or monitoring the drug-free or alcohol-free status of any Apprentice, Applicant, or Training Participant by implementation of this Policy.

## **II. DEFINITIONS**

The following terms used in this Policy are defined below:

### **A. Accident**

Any event: (i) resulting in injury to a person as defined by the applicable state worker's compensation law (Appendix A) or an event arising out of the scope of an employee's employment or duties, or the action or inaction of an Apprentice, or Training Participant at a Training Center or during an educational program facilitated or sponsored by the Fund, including those actions taken when using Training Center tools or vehicles; or (ii) an event resulting in damage to Fund property in excess of Five Hundred (\$500.00) Dollars to which an Apprentice or Training Participant contributed as a direct or indirect cause.

### **B. Apprentice**

A person who has been accepted into any Training Program administered or provided to plan participants by the Fund and who has executed the required apprenticeship agreement. After the required apprenticeship agreement has been executed, the Apprentice is considered to be indentured.

### **C. Applicant**

Any person who applies for entry into any Training Program administered or provided by the Fund and who has been given a conditional offer of entry or indenture. The term Applicant also includes a person who has received an offer to become an Apprentice, or an offer for entry into a Training Program, contingent upon passing any required testing.

**D. Joint Apprenticeship Committee**

The Carpenters and Joiners Apprenticeship and Journeymen Training Committee, the Millwright and Machinery Erectors Training Committee, or any other committee operating or administering an apprenticeship program associated with the North Central States Regional Council of Carpenters.

**E. Alcohol Test**

An alcohol test is a test conducted by a laboratory testing for the presence of alcohol as described in more detail in Section III (G) of this Policy.

**F. Drug Testing**

Analysis of a body component sample for the purpose of measuring the presence or absence of drugs or their metabolites in the sample tested. A drug test will be conducted by a laboratory and will test for the presence of controlled substances as defined in U.S. Department of Health and Human Services' ("HHS") Mandatory Guidelines for Federal Workplace Drug Testing (82 FR 7920)(2017).

**G. Medical Review Officer or MRO**

Individual or entity designated by the Fund to interpret urinalysis test results reported by the testing lab to ensure a scientifically valid result. The Fund will use the services of a testing laboratory which meets one of the following criteria for alcohol and drug testing: (i) is certified by the National Institute on Drug Abuse as meeting the mandatory guidelines published at 53 Federal Register 11970 to 11989, April 11, 1988; or (ii) as authorized by the law of the state in which the Training Program Premises is located. The MRO for each state and Training Center is listed in Appendix B.

**H. Reasonable Suspicion**

A belief based on specific facts and rational inferences drawn from these facts sufficient to lead someone to suspect that a person is using or under the influence of drugs or alcohol. Such facts include, but are not limited to, excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

**I. Sponsoring Employer**

An employer who has signed a contract with the North Central States Regional Council of Carpenters and has agreed to sponsor or hire an Applicant who seeks enrollment in the Training Program, or sponsor or hire an Apprentice enrolled in the Training Program.

**J. Training Center**

Any training facility owned, leased, maintained, or operated by the Fund.



**K. Training Participant**

Any member of the United Brotherhood of Carpenters and Joiners of America who attends classes at a Training Center or receives training from a Training Program administered or offered by the Fund or any Joint Apprenticeship Committee, or sponsored by the Fund, including but not limited to individuals who participate in enrichment training provided at Training Program Premises.

**L. Training Program**

Any apprenticeship training or educational program, including enrichment training, at the Carpenters International Training Center and classes for safety certifications, provided, offered, administered, sponsored by, maintained, or facilitated by the Fund or any Joint Apprenticeship Committee, including but not limited to, programs providing training to the following trades: carpenters, millwrights, floor coverers, and pile drivers.

**M. Training Program Premises**

All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Fund in connection with any Training Program, including if used at any job sites and other sites visited by Apprentices and Training Participants in connection with a Training Program, but excluding the Carpenters International Training Center (ITC).

**N. Instructor**

A person appointed or employed by the Fund or the Training Center to provide instruction to Apprentices as part of a Training Program.

**O. Executive Director/Assistant Director/Coordinator**

A person appointed or employed by the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund (“the Fund”) to administer, enact, or implement the policies and goals of any Training Program.

### **III. SUBSTANCE ABUSE POLICY AND TESTING PROGRAM**

Refusal to submit to a drug or alcohol test as required by this Policy, falsification of a test, failure to appear for testing, or refusal or failure to provide a sample which complies with the MRO or laboratory's testing requirements within the time required by this Policy will be regarded as a positive or non-negative test result and will subject the Applicant, Apprentice, or Training Participant to the consequences set forth in Section III (H) of this Policy.

#### **A. Scope of Policy**

This Policy applies to:

1. Applicants for Apprentice who have been given a conditional offer of entry into the Training Program;
2. Apprentices indentured in any Training Program; and
3. Training Participants.

#### **B. Prohibited Activities**

All Apprentices, Applicants, and Training Participants must report to the Training Program in a physical condition that will enable them to perform their respective responsibilities in a safe and efficient manner.

1. Apprentices and Training Participants must not use, possess, or sell alcohol, controlled substances, or drug paraphernalia on the Training Program Premises. Violation of this rule may result in termination or cancellation from the Training Program. Possession of any illegal drugs, or distribution of prescription drugs to third-parties is prohibited on Training Program Premises and will be reported to the appropriate law enforcement agency, which could result in criminal prosecution.

Possession of illegal drugs (including prescription drugs not being used consistent with a valid prescription), drug paraphernalia, or alcohol on Training Program Premises or on any job site will be interpreted or regarded as testing positive or non-negative for purposes of this Policy.

2. Apprentices and Training Participants must not report to the Training Program with any measurable amount of controlled substances in their systems, under the influence of alcohol, or impaired by unauthorized or unprescribed over-the-counter or prescription drugs.
3. Apprentices and Training Participants who are under the influence of prescribed prescription drugs or substances prescribed by a licensed medical provider must be fit for duty when they report to the Training

Center. The Executive Director or Training Center staff may request information to confirm an Apprentice or Training Participant is fit for duty and those records will be maintained as confidential medical records. Individuals who participate in a state approved cannabis registry program will be asked to provide proof of registration and documentation or certification from a medical provider to confirm they are fit for duty and not impaired while on campus and during training activities.

### **C. When Testing is Required**

Apprentices, Applicants for apprenticeship, and Training Participants will be required to submit to a drug and/or alcohol test for the following reasons:

#### **1. Pre-Indentured Testing**

All Applicants for apprenticeship will be required to submit to and pass a drug and alcohol test before they are permitted to commence participation in any Training Program. Applicants will report to the laboratory or MRO identified by the Fund for a drug test within three (3) business days after receipt of the conditional offer of entry to the Training Program, or as otherwise directed by the Executive Director or MRO.

#### **2. Random Testing**

All Apprentices who are actively participating in the Program will be subject to random drug testing throughout their participation in the Training Program. “Random Selection Basis” is a mechanism for selecting individuals for testing those results in an equal probability that any Apprentice subject to the selection mechanism may be selected. A minimum of five (5%) percent of Apprentices will be tested each year. Apprentices must report for a random drug test within the time provided in the notice provided by the MRO or Executive Director. Failure to report within the time provided by the MRO or Executive Director will subject the Apprentice to the consequences set forth in Section III (H) of this Policy.

The Fund will have no discretion to waive the selection of any individual under the selection mechanism unless a deferral is requested. Apprentices on leave status, on military duty, or traveling as required by work, may obtain a deferral. Those individuals receiving deferrals will be subject to an unannounced test within sixty (60) days of the initial test request or upon return from leave.

#### **3. Reasonable Suspicion Testing**

Any Apprentice or Training Participant who is reasonably suspected by the Executive Director, an Assistant Director, or Training Coordinator to be

under the influence of drugs or alcohol will be requested to submit to a drug and/or alcohol test. The determination that reasonable suspicion to test exists will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the apprentice.

The observations may include indications of the chronic and/or withdrawal effects of controlled substances. The following is a non-exhaustive list of actions or behavior which could form the basis for a determination that a reasonable suspicion test is appropriate:

- a. Information provided by reliable and credible sources, or independently corroborated, that the Apprentice or Training Participant is or may be using illegal drugs, or is currently impaired by the use of drugs or alcohol;
- b. Sudden changes in work or classroom performance;
- c. Violation of safety procedures;
- d. Involvement in an Accident or injury;
- e. Unexplained or frequent absenteeism, rejection for employment;
- f. Unexplained drowsiness, disorientation, erratic behavior or mood changes;
- g. Arrest or conviction for violation of criminal drug statutes;
- h. Documentation from a physician stating that a positive or non-negative test result may have been caused by the use of a properly prescribed medication or treatment; or
- i. Evidence that the apprentice has tampered with a previous drug or alcohol test.

Apprentices and Training Participants will report for a reasonable suspicion drug test as requested by the Executive Director, Assistant Director, or Training Coordinator within twenty-four (24) hours of the request. Failure to report within the time provided will subject the Apprentice to the consequences set forth in Section III (H) of this Policy. An initial test for the presence of alcohol must be performed within two (2) hours of the request.

#### 4. Post-Accident Testing

Drug and/or alcohol testing may be required if an Apprentice or Training Participant is involved in an Accident on the Training Program Premises and/or if an injury occurs on the Training Program Premises. An injury occurring on the Training Center Premises as also defined in Section II, or is when an Apprentice or Training Participant is harmed when using Training Program tools or vehicles which result in the provision of medical care or treatment.

Apprentices and Training Participants will report for a post-accident drug test as requested by the Executive Director, Assistant Director, Training Coordinator or Authorized Employee within twenty-four (24) hours of the request. Failure to report within the time provided will subject the Apprentice or Training Participant to the consequences set forth in Section III (H) of this Policy. An initial test for the presence of alcohol must be performed within two (2) hours of the request unless the person is admitted to a medical facility.

If an Apprentice or Training Participant is injured in an Accident, testing will take place only if it will not interfere with necessary medical attention. An injured Apprentice or Training Participant will be required to report for a drug and/or alcohol test within twenty-four (24) hours of being discharged from a medical facility, or if they are being provided ongoing care, at a time which will not interfere with necessary medical attention. Failure to report within the time provided will subject the Apprentice or Training Participant to the consequences set forth in Section III (H) of this Policy.

#### **D. Communication of Policy and Required Forms**

All Applicants, Apprentices, and Training Participants will be provided with a copy of this Policy and the Acknowledgement and Consent form attached as Appendix C. Applicants, Apprentices and Training Participants must read, complete, and sign and date the Acknowledgement and Consent form, and their signatures must be witnessed.

Before any individuals undergo drug testing, they must also read, complete, sign and date a chain of custody form and an Authorization Form provided by the MRO. The chain of custody form will be provided to Applicants and Apprentices by the MRO or laboratory performing the test.

Applicants, Apprentices, and Training Participants have the right to refuse to sign any of the required forms prior to taking a drug or alcohol test. In the event of such a refusal, however, an Applicant will not be considered for participation in the Training Program and an offer of indenture will be withdrawn.

A refusal from an indentured Apprentice or Training Participant will be regarded as a positive or non-negative test under this Policy and will subject the individual to the consequences set forth in Section III (H) of this Policy.

#### **E. Testing Collection Procedures and Laboratory Standards**

All drug and alcohol testing will be conducted in accordance with this Policy and in compliance with the state and federal laws applicable to each Training Program or Training Center.

Testing procedures are intended to protect individual privacy, ensure accountability and integrity of specimens, and provide confidentiality of test results. All drug and alcohol testing, or testing for the purpose of measuring the presence or absence of drugs or metabolites in samples, will be conducted in accordance with the U.S. Department of Health and Human Services' ("HHS") Mandatory Guidelines for Federal Workplace Drug Testing Programs, which is set forth in the Federal Register ("HHS Guidelines").

The handling and transportation of specimens will be documented by the laboratory through strict chain-of-custody procedures and other reliable safeguards as required by regulations adopted by HHS.

#### **F. Procedures for Drug Testing**

The following procedures will be followed when drug testing is conducted:

1. Methods of Testing

All drug testing will be conducted in accordance with HHS Guidelines, as referenced above and published in the Federal Register. Drug testing will be accomplished by urinalysis, or other method recognized by HHS as state-of-the-art for validity and accuracy of drug testing results. For example, effective October 1, 2017, HHS permits oral fluids testing instead of urinalysis, but only if the person is unable to provide a urine sample.

Testing conducted under this Policy may only be performed by laboratories certified by HHS and published monthly in the Federal Register.

In addition, testing samples will be separated into two containers at the time of donation of the sample (Bottle A and Bottle B). Initial and confirmatory tests (if necessary) will be performed on the sample in Bottle A. Bottle B of the original sample will be kept secure, chemically stable, and made available for verification of laboratory testing results as provided below.

2. Controlled Substances

Consistent with HHS Guidelines, the Fund will test for marijuana, cocaine, opiates, phencyclidine, amphetamines, oxycodone, hydrocodone, oxymorphone, and hydromorphone.

3. Privacy and Chain-of-Custody

Collection of urine specimens must be completed in a private setting. For urine and oral fluids, HHS protocol regarding chain-of-custody and marking of samples must be followed. A copy of the chain-of-custody paperwork and labeling information will be made available to the Apprentice, Applicant, or Training Participant upon request.

4. Positive or Non-Negative Test Results

All initial tests which show a positive or non-negative result indicating the presence of measurable amounts of illegal drugs or controlled substances under HHS Guidelines must be confirmed by more rigorous standards, using HHS protocols.

A confirmed positive or non-negative test result will mean the test levels on both the screening test and the confirmatory test are recognized as positive by the HHS Guidelines, in their current form or in any subsequent rule or regulation issued by that agency, for any of the illegal drugs or controlled substances listed in such HHS Guidelines.

5. Oversight by Medical Review Officer (MRO)

All drug testing will be controlled and supervised by the MRO. The MRO will protect Applicant, Apprentice, and Training Participant confidentiality and otherwise abide by the MRO Manual, as published on the HHS/Substance Abuse and Mental Health Services Administration (SAMHSA) website: <http://beta.samhsa.gov/workplace>.

6. Procedures for Confirmed Positive or Non-Negative Tests

If a positive or non-negative test is confirmed, the MRO will contact the Applicant, Apprentice, or Training Participant as soon as possible, but must attempt to reach the individual within five (5) business days.

- a. An Applicant, Apprentice, or Training Participant whose test results are positive or non-negative will be advised of the right to provide an alternative explanation and/or to have the secured portion of his/her urine sample independently retested by a HHS certified

laboratory of his/her choice and at his/her expense, as provided in paragraph 8 below.

- b. The Applicant, Apprentice, or Training Participant will also receive copies of the following: (i) test results; and (ii) a copy of this Policy, which includes notice of the possible adverse actions the Fund may take.

7. Right to provide alternative explanation

After submitting to a test, or after being notified of a positive or non-negative test result, an Applicant, Apprentice, or Training Participant may voluntarily provide the MRO with evidence indicating that a positive or non-negative test result may have been caused by the Applicant, Apprentice or Training Participant's use of properly prescribed medication or may provide proof of enrollment in a state authorized patient registry program for medical cannabis.

This information must be provided by the Applicant, Apprentice, or Training Participant within five (5) business days of a positive or non-negative result. If the evidence is satisfactory to the MRO, a positive or non-negative test result will not result in adverse action. The Executive Director, Training Staff or MRO may also request a fitness for duty certification as set forth in Section III (B)(3) of this Policy.

8. Independent Sample Test

An Applicant, Apprentice, or Training Participant who tests positive or non-negative for illegal drugs or controlled substances will have the right to have the secured portion (Bottle B) of his/her urine (or oral fluids) sample independently tested by a HHS-certified laboratory of his/her choice and at his/her expense.

The Applicant, Apprentice, or Training Participant must notify the Executive Director or the MRO within three (3) business days of notification of a positive or non-negative test result that they wish to have the secured portion (Bottle B) of the split specimen tested. The Applicant, Apprentice, or Training Participant should notify the Executive Director or MRO in writing via email or may contact the Executive Director or MRO via telephone.

9. Reporting test results

If the MRO deems an alternative explanation satisfactory, or, if the test on the secured sample (Bottle B) comes back negative, the MRO will report a



negative result to the Fund. Otherwise, the MRO reports a positive or non-negative result to the Fund.

The MRO reports only that the sample was positive or non-negative. The MRO will does not identify the drug or the levels detected. If the MRO deems it appropriate, the MRO may advise the Fund that although the individual's test did not test positive for illegal drugs, it detected the presence of drugs which may indicate that a review of whether the Apprentice or Training Participant is fit for duty or training may be appropriate.

10. Failure to respond to the MRO or the Executive Director

If the MRO is not able to contact the Applicant, Apprentice, or Training Participant within three (3) business days of a test result, and after making three attempts, the Executive Director will be notified to contact the individual and advise him or her to contact the MRO. At this time, no test results will be given to the Executive Director.

If, after twenty-four (24) hours of being notified by the Executive Director to do so, the Applicant, Apprentice, or Training Participant does not contact the MRO, the MRO will verify the positive or non-negative test result to the Executive Director. The MRO may notify the Executive Director or his/her authorized representative of results by telephone, computer interface, fax, or in writing.

If the Executive Director or authorized representative cannot contact the Applicant, Apprentice, or Training Participant within three (3) business days after positive or non-negative result, the individual may be subject to termination or cancellation from the apprenticeship program, withdrawal of the offer of apprenticeship, or the procedures set forth in Section H in this Policy.

**G. Procedures Relating to Alcohol Testing**

1. Method

Alcohol testing will be conducted in accordance with the protocols and procedures contained in regulations adopted by HHS.

Initial testing or screenings will be done by breathalyzer, or, in the alternative, by oral fluids testing. Such initial testing must be done, at a minimum, by alcohol screening devices ("ASDs") approved by the National Highway Traffic Safety Administration ("NHTSA"). No adverse action will be taken against any Apprentice or Applicant on the basis of an unconfirmed "positive" result of an initial alcohol test.

The confirmatory test must be performed using a different chemical process than used in the initial screen, and must be a chromatographic technique, regardless of whether the initial test was by breathalyzer or oral fluids screening. The preferred method for confirmatory tests of alcohol is a blood test, but may also be performed using saliva.

2. Chain-of-Custody

Chain-of-custody must also be established for alcohol tests consistent with 29 C.F.R. 26.91(c). The laboratory engaged to perform alcohol testing under this Policy will be certified by HHS and will comply with federal regulations and procedures relating to chain of custody.

3. Positive Test Results

A positive alcohol test result will mean blood alcohol concentration levels of 0.02 or greater on both the initial test and the confirmatory test. An Apprentice or Training Participant with a blood alcohol level of .02 or above on an initial test must be sent home and may not report to a Training Center for twenty-four (24) hours.

If the results of the confirmatory tests are negative, no further action is taken. If the results are positive, adverse action may be taken as defined in Section III (H) of this Policy.

**H. Consequences of Testing Positive or Non-Negative**

1. Applicants

An Applicant who tests positive non-negative on a drug or alcohol test conducted under this Policy will have his or her conditional offer of apprenticeship withdrawn. The Applicant may reapply to a Training Program ninety (90) days after a positive or non-negative drug test.

2. Apprentices

In the event of a positive or non-negative drug or alcohol test for Apprentices, the Executive Director will not recommend cancellation or termination of an Apprentice's participation in the Training Program solely on the basis of one (1) positive or non-negative test result.

The Executive Director may take appropriate disciplinary action, up to and including advising the applicable Joint Apprenticeship Committee that cancellation of the Apprentice's apprenticeship may be appropriate. However, for Apprentices for whom the result is the first positive or non-negative confirmatory test result, the Executive Director will not advise the applicable Joint Apprenticeship Committee that the Apprentice was unable to satisfactorily comply with the Policy, unless the following conditions have met:

- a. the Apprentice has been given the opportunity to participate in, at his or her own expense or pursuant to coverage under the Apprentice's employee benefit plan, a drug counseling or rehabilitation program, whichever is more appropriate, as determined by a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
- b. the Apprentice has either failed to successfully complete the program, as evidenced by: (i) withdrawal from the program before completion; (ii) refusal to participate in the counseling or rehabilitation program; or (iii) a non-negative test result on a confirmatory test after completion of the program.

An Apprentice's on-site training and classroom participation in the Training Program at Training Program Premises may be suspended pending certification of completion of the rehabilitation program, if the Executive Director, Joint Apprenticeship Committee, or MRO believes it is reasonably necessary in the interest of protecting the health and safety of other students, employees, or third-parties.

3. Training Participants

A Training Participant who tests positive or non-negative on a drug or alcohol test conducted under this Policy will be restricted from attending training and the Training Program Premises for thirty (30) days and until they have provided a negative test result.

#### **IV. CONFIDENTIALITY**

Information on test results will be communicated only to the Executive Director and those authorized Fund employees who need to know in order to administer this Policy and ensure safe and proper treatment of tested Applicants, Apprentices, and Training Participants. If an indentured Apprentice does not satisfactorily complete the procedures in Section III (H) of this Policy, the Executive Director may inform the Joint Apprenticeship Committee overseeing the Apprentice's training that they have failed to comply with this Policy.

Information regarding an individual's drug test results undertaken in accordance with this Policy may be released only upon written consent by the individual, except that, regardless of consent, such information may be released where permitted by state or federal law to the: (i) representative of a state agency upon request as part of an accident investigation; (ii) as part of any lawsuit or request for information from an apprenticeship agency in connection with the cancellation of an Apprentices' apprenticeship; or (iii) if the MRO believes that continued performance by the Apprentice or Training Participant in a safety-sensitive position poses a threat or safety risk to the apprentice or others.

**APPENDIX A**

**CARPENTERS AND JOINERS APPRENTICESHIP AND  
JOURNEYMEN TRAINING TRUST FUND  
SUBSTANCE ABUSE POLICY AND PROGRAM**

This Appendix is to supplement Section II (A) of the Policy. Section II (A) states the following:

- A. Accident. Any event: (i) resulting in injury to a person as defined by the applicable state worker’s compensation law (Appendix A) or an event arising out of the scope of an employee’s employment or duties, or the action or inaction of an Apprentice, or Training Participant at a Training Center or during an educational program facilitated or sponsored by the Fund, including those actions taken when using Training Center tools or vehicles; or (ii) an event resulting in damage to Fund property in excess of Five Hundred (\$500.00) Dollars; to which an Apprentice or Training Participant contributed as a direct or indirect cause.

An injury is generally defined, subject to additional statutory conditions, as the following under the relevant state laws:

<u>STATE</u>	<u>STATUTE</u>	<u>DEFINITION OF “INJURY”</u>
Iowa	Iowa Code § 85.61	Personal injury arising out of and in the course of the employment shall include injuries to employees whose services are being performed on, in, or about the premises which are occupied, used, or controlled by the employer, and also injuries to those who are engaged elsewhere in places where their employer’s business requires their presence and subjects them to dangers incident to the business.
Minnesota	Minn. Stat. § 176.011	Physical injury arising out of and in the course of employment and includes personal injury caused by occupational disease; but does not cover an employee except while engaged in, on, or about the premises where the employee's services require the employee's presence as a part of that service at the time of the injury and during the hours of that service.
Nebraska	Neb. R. S. § 48-151(2)	Injury and personal injuries mean only violence to the physical structure of the body and such disease or infection as naturally results therefrom and personal injuries described under Nebraska laws. The terms include disablement resulting from occupational disease arising out of and in the course of the employment in which the employee was engaged and which was contracted in such employment. The terms do not include disability or death due to natural causes but occurring while the employee is at work and do

		not include an injury, disability, or death that is the result of a natural progression of any preexisting condition.
North Dakota	N.D. Code § 65-01-02	An injury by accident arising out of and in the course of hazardous employment which must be established by medical evidence supported by objective medical findings.
South Dakota	S.D. Code § 62-1-1	"Injury" or "personal injury," only injury arising out of and in the course of the employment, and does not include a disease in any form except as it results from the injury. An injury is compensable only if it is established by medical evidence and subject to additional limitations under the Code.
Wisconsin	Wis. Stat. § 102.10 (2)	Mental or physical harm to an employee caused by accident or disease, and includes damage to or destruction of artificial members, dental appliances, teeth, hearing aids and eyeglasses. (In the case of hearing aids or eyeglasses, only if such damage or destruction resulted from accident which also caused personal injury entitling the employee to compensation therefor either for disability or treatment).

**APPENDIX B  
ACKNOWLEDGEMENT AND CONSENT FORM**

**CARPENTERS AND JOINERS APPRENTICESHIP AND  
JOURNEYMEN TRAINING TRUST FUND  
SUBSTANCE ABUSE POLICY AND PROGRAM**

List of Medical Review Officers (“MROs”) for Iowa, Minnesota, Nebraska, North Dakota, South Dakota, Wisconsin:

Minnesota Occupational Health  
1661 St. Anthony Avenue  
St. Paul, MN 55104

**APPENDIX C  
ACKNOWLEDGEMENT AND CONSENT FORM**

**CARPENTERS AND JOINERS APPRENTICESHIP AND  
JOURNEYMEN TRAINING TRUST FUND  
SUBSTANCE ABUSE POLICY AND PROGRAM**

I hereby acknowledge receipt of the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund’s Substance Abuse Policy and Program (“Policy”).

My signature acknowledges my understanding and concurrence with the procedures outlined in the above-referenced Policy. I consent to undergo drug or alcohol testing as set forth in the Policy. Also, I consent to give a urine sample to be used for drug analysis under the conditions outlined in the Policy. I give my consent to the Committee administering my Training Program and designated MRO to use my social security number as an identifier with the laboratory to trace my sample.

I understand that any offer of entry or indenture into a Training Program administered by the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund is conditional upon passing the required testing described in this Policy. If I am already indentured, I understand that continued participation in the Training Program is contingent upon passing any required drug or alcohol test.

I authorize the release of the results of any drug or alcohol test conducted in accordance with this Policy, including the negative test results, to the Executive Director, and the Trustees of the Carpenters and Joiners Apprenticeship and Journeymen Training Trust Fund, their designated representatives who have a need to know to administer this Policy, and members of a Joint Apprenticeship Committee where appropriate under this Policy. I understand any results will not be released to any additional third parties without my prior written authorization. I hereby release and discharge the Trustees, the Executive Director, all employees of the Fund, and the Joint Apprenticeship Committee from any and all liability arising from this consent or application of the Policy.

I also understand that I will be provided with copies of all test results in accordance with this Policy.

UBC ID (If applicable): \_\_\_\_\_

Applicant Name (Please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name (Please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_