

# APPRENTICESHIP POLICY GUIDE

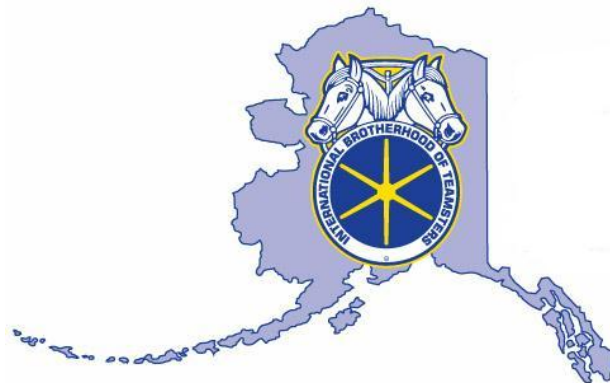
---

FOR THE

**Alaska Teamster**

**Employer Service Training Trust**

**Joint Apprenticeship and Training Committee**



## TABLE OF CONTENTS

<b>GENERAL POLICY</b>	3
Introduction	3
Registered Apprenticeship Program	3
Program Sponsor – AK Teamster-Employer Service Training Trust (ATESTT)	3
The Joint Apprenticeship & Training Committee (JATC)	3
Apprenticeship Coordinator	3
Apprenticeship Policy Guide & Limitations	3
Probationary Period	4
Union Membership & Union Meeting Attendance	4
Incentive Credit	5
Related Classroom Instruction	5
Books, Fees & Tools	5
Monthly Hour Reports – Record Keeping	6
Address - Change of Address	6
Work Assignments – O.J.T.	6
Pay Raises	7
Vacation	7
Driver Licenses/Commercial Driver License	7
Certifications	8
Program Completion	8
Term of Apprenticeship & Hour Levels	8
Appearance before the Apprenticeship Committee	9
Equal Opportunity Pledge	10
Ethics	10
<b>POLICY AGAINST UNLAWFUL HARASSMENT</b>	11
I. General	11
II. What Constitutes Harassment?	11
III. Filing and Investigating Complaints	11
IV. Resolving Complaints	12
VI. Retaliation Prohibited	12
VII. Contractor Responsibilities	12
<b>THE ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST – JOINT APPRENTICESHIP AND TRAINING COMMITTEE DRUG AND ALCOHOL FMCSA &amp; AKCISAP POLICY FOR: APPLICANTS AND INDENTURED APPRENTICES</b>	13
Statement of Purpose	13
Additional Provisions and Independent Authority	13
A. Alcohol and Controlled Substance Testing for Applicants to the Apprenticeship Program	13
B. Testing	
I. Random Testing for Alcohol and Controlled Substances	14
II. Test Results	14
III. Enforcement	14
<b>CONTACT INFORMATION</b>	15
<b>APPRENTICE’S RECEIPT OF POLICY GUIDE</b>	17

# GENERAL POLICY

## INTRODUCTION

The Alaska Teamster-Employer Service Training Trust (ATESTT) has prepared this handbook to communicate the policies of the Joint Apprenticeship and Training Committee (JATC) apprenticeship programs. Please read the contents thoroughly as these policies will govern your status during the term of your apprenticeship.

## REGISTERED APPRENTICESHIP PROGRAM

The Alaska Teamster-Employer Service Training Trust (ATESTT) – Joint Apprenticeship and Training Committee (JATC) is a sponsor under a Registered Apprenticeship program administered by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship. All apprentices shall be enrolled in a Registered Apprenticeship under that program.

## PROGRAM SPONSOR

Labor and management from General Teamsters Local 959 State of Alaska, Alaska Teamster-Employer Service Training Trust (ATESTT) and various contributing employers throughout Alaska jointly sponsor The Alaska Teamster-Employer Service Training Trust – Joint Apprenticeship and Training Committee (JATC). The ATESTT is the plan sponsor and as such is responsible for the formulation and administration of all such rules and policies deemed necessary by the JATC to assure successful apprenticeship programs. ATESTT employs an Apprenticeship Coordinator who oversees the daily operation of the apprenticeship programs.

## THE JOINT APPRENTICESHIP & TRAINING COMMITTEE (JATC)

JATC consists of equal number of employer representatives and union representatives. Their duty is to serve without pay or compensation and promote the success of these programs while overseeing apprentices' best interests. The JATC meets regularly throughout the year and is responsible for seeing that apprentices are properly trained on the job and in related instruction through ATESTT. JATC has disciplinary authority over apprentices, including the ability to withhold advancement, suspend and/or cancel participation in the apprenticeship program.

## APPRENTICESHIP COORDINATOR

The Apprenticeship Coordinator is responsible for enforcing policies established by ATESTT – JATC, administering the programs, maintaining records of the apprentices and apprenticeship programs, recruiting, public relations, providing the apprentices with opportunities for on the job training and classroom training, working with the JATC, and coordinating with the local union and contractors.

## RESIDENT

A resident within the geographic jurisdiction of the Union shall mean an individual who has resided continuously for at least twelve (12) months within the geographic area for which the Union has craft jurisdiction. A person claiming residency may not claim or maintain a residency outside the jurisdiction of the Union. The jurisdiction established is the State of Alaska.

## APPRENTICESHIP POLICY GUIDE & LIMITATIONS

Each apprentice will be given a set of these rules and policies, and be required to sign a copy acknowledging that they have received; read and that they fully understand the contents. It is the apprentice's responsibility to ask questions if they are uncertain about the meaning of any portion of the policy guide. **Should an apprentice refuse to sign these rules and policies, or any other required paperwork, their indentureship will be canceled.**

The Apprenticeship Coordinator will enforce these rules in a consistent and progressive manner.

**Disciplinary action may include warnings, delayed pay increases, reduction of On-the-Job Training (O.J.T.) hours, or cancellation of enrollment from the apprenticeship program.** If any apprentice feels

they have been treated unfairly or discriminated against, they may request to refer the matter to dispute resolution in accordance with this policy.

If an apprentice has issues or items of concern that aren't covered within this guide, the apprentice should discuss them with the Apprenticeship Coordinator.

It is impossible to anticipate every circumstance or question about policy and include them all in this guide. Changes or revisions to these rules and policies may be made at any time by the ATESTT as the need arises. The policies and provisions in this handbook reflect decisions made by ATESTT – JATC and are not required to be approved by apprentices.

***This Apprenticeship Policy Guide replaces all prior policy handouts.***

### **PROBATIONARY PERIOD**

All applicants selected for apprenticeship shall serve a probationary period of 1000 hours of on-the-job training.

During the probationary period either the apprentice or the Sponsor may terminate the Apprenticeship Agreement **without stated cause**; however, notification to the other party must be given in writing. The records for each probationary apprentice shall be reviewed prior to the end of the probationary period. Records shall consist of periodic reports regarding progression made in both the on-the-job training and related instruction and any disciplinary action taken during the probationary period.

Any probationary apprentice considered to be unsatisfactory after a review of the probationary period shall have his/her Apprenticeship Agreement canceled before the expiration of the probationary period. Written notification will be given to the apprentice and to the registration agency.

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

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

### **UNION MEMBERSHIP AND UNION MEETING ATTENDANCE**

Membership in Alaska Teamsters Local 959 is a requirement for participation in the program.

Union dues must be paid in full while participating in the apprenticeship program. If an apprentice's Union dues are not current during the course of the program, the apprentice may be canceled from the program.

While employed as an apprentice, Union dues must be current or no pay raises will be awarded. A working apprentice's failure to pay Union dues for three months or failure to maintain Union membership in good standing will result in being suspended or canceled from the program.

While attending each related classroom training session or not working, it is encouraged that apprentices attend monthly Local Union meetings as part of their education (monthly dues must be current).

- Anchorage: 1<sup>st</sup> Thursday of the Month
- Fairbanks: 1<sup>st</sup> Tuesday of the Month

## INCENTIVE CREDIT

Apprentices are encouraged to participate in ATESTT job fairs, pre-approved volunteer work, helping the community, or working at the school without pay and other Union sponsored events.

Credit hours for participating in pre-approved events will earn credit hours: Hour for Hour worked.

## RELATED CLASSROOM INSTRUCTION

- A. Attendance at all classroom sessions is required for every apprentice. Unexcused absences or repeated tardiness will not be tolerated. **Each unexcused absence will be penalized 100 hours. Three unexcused tardies will be penalized 100 hours.**
  - a) Personal business is not generally considered an excusable absence and should be conducted outside of scheduled class hours. Medical emergencies are excusable. Doctor appointments need to be verifiable and should be arranged outside of scheduled class hours if possible.
  - b) Any apprentice with excessive tardiness or absences will be required to meet with the Apprenticeship Coordinator and explain their situation. The Apprentice and the Coordinator will determine how to correct the problem. If the problem continues, then the apprentice will be subject to cancellation from the program.
- B. Passing grades for all classroom course tests is 80%. An apprentice who fails three tests will be required to meet with the Apprentice Coordinator or his/her designee to determine and correct the reason for the failing scores. If the apprentice continues to fail course exams they may be required to complete remedial course work or repeat the class the following year. If an apprentice's test scores continue to be failing and no remedy can be found, then the apprentice will be canceled from the program.
- C. Students will comply with directions from the instructor. No disruptions of the class will be tolerated.
- D. Electronic devices of any kind will not be allowed in class. Unauthorized electronic devices include, but are not limited to; cell phones, iPods, iPads, and laptop computers.
- E. Unauthorized use of notes, formulas, books, or other reference material during testing, quizzes, examinations, or homework and/or any other form of cheating will not be tolerated and shall subject the apprentice to cancellation of his/her apprenticeship agreement.
- F. No smoking or tobacco products are allowed in any building, training vehicles or equipment on/off the premise. This includes the classrooms, shop areas, hallways, and entryways. Designated smoking areas are to be pointed out prior to each class starting.
- G. Please refer to the ATESTT Student Guide for student requirements during training at that facility.

## BOOKS, FEES AND TOOLS

- A. Any textbook and course material costs are to be paid for by the first day of school. There are no provisions for making payments on text/course materials required for each course. Pay raises will be suspended until any outstanding debts to the school are paid off.
- B. All fees must be paid by the end of the first week of class. Failure to do so may result in suspension or being cancelled from the program. The only exception to this is if the apprentice can show proof of a second party funding agency who has agreed to pay on their behalf (ie: DOL-Job Center, Alaska Works Partnership, other organizations providing scholarships).
- C. Apprentices are required to have all proper and necessary work gear, tools and licenses by the end of the class in order to receive the first dispatch for work. Failure to comply will result in being suspended until the apprentice is able to return with the proper items.

## MONTHLY HOUR REPORTS – RECORD KEEPING

- A. All hour reports are due in the Apprenticeship Coordinator's office **no later than the 10<sup>th</sup> day** of the month following the period in which the hours were worked (i.e., January hours are due by February 10<sup>th</sup>.) This includes months when no work is performed.
- B. Late hour reports will not be counted towards the total OJT and will **delay scheduled pay raises.**
- C. **Repeated late hour reports will be subject to the Coordinator's review for further disciplinary action.**
- D. **Monthly hour reports may be sent via fax, e-mail, or other electronic devices when working at a remote job site. However all original records must also be delivered by mail or in person to the Apprentice Coordinator within 30 days.**
- E. All apprentices must retain copies of their monthly hour reports.
- F. Apprentice Coordinator or his/her designee may review monthly reports in the field.
- G. **Monthly reports shall be completely filled out including apprentice name, current address, month, year, employer(s) worked for, wage percentage and hour level.**
- H. **The reports shall accurately reflect the hours worked in each job classification along with totals. In the case of no work code or other, a written notation is required.**
- I. Reports will be **evaluated and signed** by the journeyman and/or instructor **with whom the apprentice worked/trained. In addition,** the job supervisor or other employer representative **will sign it.**
- J. Any apprentice who has not had **verbal contact** with the Apprenticeship Coordinator for **thirty days** will be considered inactive and may be placed on suspension or canceled from the program.

## ADDRESS – CHANGE OF ADDRESS

Apprentices must maintain their State of Alaska residency and be domiciled in the State of Alaska to maintain their enrollment in the ATESTT – JATC programs. Failure to do so may result in being cancelled from the apprenticeship program.

- A. **Apprentices are responsible for maintaining a current address and telephone number on file with the Apprenticeship Coordinator at all times.**
- B. Written notification is required for any changes of address or telephone number.
- C. A change of address form will be available at the school for the required notification.
- D. The apprentice is also responsible to notify the Local Union Office and Trust Fund Office of any changes of address.

## WORK ASSIGNMENTS – O.J.T.

- A. The Apprenticeship Coordinator, working under the direction of the JATC, shall determine Job assignments.
- B. Prior to receiving a dispatch, an apprentice must be current with their monthly record reports and Union dues.
- C. **An apprentice may not refuse any job assignment.** If the apprentice does not agree with the job assignment, he/she may refer the matter to dispute resolution. **He/she will continue to work as assigned until otherwise directed by Apprenticeship Coordinator action or terminated by the employer.**
- D. When assigned to a new employer, apprentices shall obtain a telephone contact number for the shop steward or job supervisor so they can notify the employer in case of sickness or an emergency.
- E. The apprentice will introduce themselves to the job steward and notify the Apprenticeship Coordinator of their name and contact information.
- F. The apprentice will introduce themselves to the job foreman and notify the Apprenticeship Coordinator of their name and contact information.
- G. **An apprentice shall not quit an employer nor request a lay-off.**

- H. All apprentices **shall notify the Apprenticeship Coordinator of any termination of employment within one business work day**. In addition, the **Coordinator must be notified of any temporary lay-off of two weeks or more**.
- I. **All apprentices shall notify the Apprenticeship Coordinator of any scheduled R & R.**
- J. Tardiness and/or absenteeism at the job site will not be tolerated.
- K. **Apprentices shall not work out of the jurisdiction of the General Teamsters Local 959 – State of Alaska without prior permission.**
- L. All apprentices required to hold a CDL shall maintain a current Department of Transportation Medical Examiner’s Certification in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41 through 391.49). Verification forms for the application will be available at ATESTT. The cost for this certification will be borne by the apprentice.
- M. All apprentices shall perform work in a safe manner according to the policy of the employer. This includes wearing appropriate clothing for the job, and utilization of all proper personal protective equipment.
- N. Rotation will be required once an apprentice has mastered the tasks and equipment offered by that employer and not being given additional training opportunities.

### **PAY RAISES**

- A. Upon completion of the appropriate level of hours, apprentices must submit copy of **hours log and pay stubs** to the Apprenticeship Coordinator for verification before the raise becomes effective. Incomplete requests may result in the delay of the effective day of the raise.
- B. Raises are subject to approval by the Apprenticeship Coordinator if it is determined that the apprentice has progressed satisfactorily for the appropriate hour level and has completed the appropriate related classroom instruction.
- C. Late hour reports will delay scheduled pay raises. **It is the Apprentices responsibility to request a raise for acquired hours from the Apprenticeship Coordinator with copies of hours log & pay stubs for verification.** Employers will not be asked to pay any apprentice for previous hours worked when apprentice failed to inform Apprenticeship Coordinator and send appropriate documentation.

### **VACATIONS**

- A. Apprentices who are employed must schedule any personal or vacation time with the approval of **the Apprenticeship Coordinator and** their employer.
- B. Any out of work apprentice who will not be available for work due to vacation **must have approval from the Apprenticeship Coordinator before** scheduling the trip.
- C. Vacations shall not conflict with classroom time.

### **DRIVERS LICENSE**

All apprentices are required to maintain their Alaska Driver License. The apprentice must maintain the license throughout their apprenticeship. Any apprentice losing their driver license will be terminated from the program.

All apprentices are required to notify the Apprenticeship Coordinator within (24) twenty-four hours of any moving violations or convictions of moving violations on their driver record. This includes personal vehicles or commercial vehicles.

All apprentices are required to attend a Defensive Driver course during their first year apprenticeship classes. All apprentices are required to comply with the provisions of CSA-2010.

## **COMMERCIAL DRIVERS LICENSE (Construction, Freight & Mechanic Apprentices)**

**All apprentices will obtain a Class A Commercial Driver License (CDL) within the initial hours of related training instruction.** If the apprentice has not obtained their CDL within an appropriate time frame, they will meet with the Apprenticeship Coordinator to determine their apprenticeship employment/training opportunities. This could result in a removal from the program.

All apprentices, once a CDL is obtained, must obtain any and all endorsements to the CDL. **The apprentice must maintain the CDL throughout their apprenticeship. Any apprentice losing their CDL will be terminated from the program.**

## **CERTIFICATIONS**

All apprentices will maintain:

- A. A current First Aid, CPR and Automated External Defibrillation (AED) card.
- B. A current forklift certification.
- C. A current flagger/pilot car certification.
- D. Transportation Worker Identification Credential (TWIC).
- E. North Slope Training (NSTC).
- F. And; all other certifications required by the apprenticeship program which must be maintained.

## **PROGRAM COMPLETION**

Apprentices who successfully complete the apprenticeship program will be considered journeymen in their field. They will also receive a completion certificate from the United States Department of Labor, Employment and Training Administration, Office of Apprenticeship.

- A. After the **required hours** of O.J.T. time are completed, and all hours are verified via work histories and pay stubs, and any required exit exams; a letter of completion will be sent to the apprentice. When an apprentice gets their Reduction in Force (R.I.F.) slip from the current job where they attained the final hours, the completion letter can be taken to dispatch.
- B. Upon completion, dispatch will issue a Construction 'A' card for CDA's or a Tech "A" card for Surveyors.
- C. Completion certificates and awards will be given to the graduating apprentices.

## **TERM OF APPRENTICESHIP AND HOUR LEVELS**

1. Construction Driver: 4,000 Hours and four periods of 1,000 hours
2. Surveyor Assistant: 4,000 Hours and four periods of 1,000 hours
3. Diesel Mechanic: 8,000 Hours and eight periods of 1,000 hours
4. Freight OTR Driver: 3,600 Hours and four periods of 900 hours
5. Logistic Technician: 4,000 Hours and four periods of 1,000 hours



## **AUTOMATIC VIOLATIONS THAT ARE SUBJECT TO ACTION BY THE APPRENTICESHIP COORDINATOR AND/OR APPEARANCE BEFORE THE APPRENTICESHIP COMMITTEE**

Apprentices will be subject to call before the Apprenticeship Coordinator for instructions concerning apprenticeship procedures and policies or for disciplinary action.

Disciplinary action may be taken by the Apprenticeship Coordinator for any, but not limited to the following infractions:

1. Unnecessary absence from the job or tardiness on the job.
2. Failure to perform work on the job.
3. Any unexcused absence from classroom instruction.
4. Failure to maintain satisfactory grades in the classroom.
5. Failure to maintain membership dues.
6. Failure to conduct one's self in a dignified or businesslike manner becoming an apprentice.
7. Failure to follow directions of assigned Journeyman.
8. Failure to appear in response to notification.
9. Failure to accept mail sent out by the JATC or Coordinator.
10. Failure to adhere to the Industry's safety and dress codes.
11. Failure to appear for dispatch when unemployed.
12. Failure to return to work after an R & R.
13. Failure to disclose incidents on the job which may jeopardize the apprentice position. Including but not limited to disciplinary action by an employer or supervisor.
14. Working for any employer for which the apprentice has not been dispatched, without prior permission.
15. Working for any employer who is not a signatory with the General Teamsters Local 959 – State of Alaska.
16. Moonlighting in the industry which an apprentice is registered in.
17. Quitting a job or any termination for cause from a job.
18. Failure or refusal of drug testing required by an employer or school.
19. Stealing property of the school or property that is stored at the school.
20. Abuse and/or negligent use of school property.
21. Use of any drugs or alcohol during class hours.
22. Gambling in the school building.
- 23. Horseplay or roughhousing in the buildings.**

## **EQUAL OPPORTUNITY PLEDGE**

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

## **ETHICS**

Each Apprentice is to act in accordance with the highest standards of personal and professional conduct in all aspects of their apprenticeship and association with The Alaska Teamster-Employer Service Training Trust and the General Teamsters Local 959 State of Alaska. Every apprentice is to comply with the letter and the spirit of all state, federal and local applicable laws, rules and regulations and to adhere to the policies and procedures adopted by ATESTT – JATC.

Apprentices should avoid any action that is, or can be perceived as, a conflict of interest. Conflicts of interest occur when an apprentice uses union or employer equipment, capabilities or relationships to benefit their own interests in preference to the union or employer's best interests.

If you observe what you suspect to be unethical or illegal behavior, talk to the Apprenticeship Coordinator, so the best course of action can be taken.

There will be no harassment, retaliation or any adverse consequences to any apprentice who, in good faith, raises concerns or reports a violation of our Ethics policy. Any complaints submitted to the Apprenticeship Coordinator will be treated confidential to the greatest extent possible.

## POLICY AGAINST UNLAWFUL HARASSMENT

### I. GENERAL

The Joint Apprenticeship and Training Committee do not tolerate harassment of any type. Harassment is unlawful, and such prohibited conduct exposes not only the Committee, but individuals involved in such conduct to significant liability under the law. The ATESTT expects its employees, including instructors, employers who hire apprentices, and apprentices to treat each other with respect and dignity so as not to offend the sensibilities of the individual.

Harassment not only hurts the immediate victim, but other employees. Incidents of harassment can result in a general atmosphere in which the purpose of the apprenticeship and training program is undermined. The ATESTT, therefore, is committed to vigorously enforcing this policy against unlawful harassment. ATESTT employees or apprentices who engage in such conduct will be disciplined. Employers who engage in such conduct against apprentices will be denied access to apprentices.

### II. WHAT CONSTITUTES HARASSMENT?

Harassment according to the Federal Equal Employment Opportunity Commission (EEOC) occurs when the actions of one or more people creates a situation where an individual worker or group of workers feels:

- Uncomfortable
- Belittled
- Offended
- Threatened
- Intimidated

Both men and women can be harassers and targets.

Harassment may include:

- Offensive language
- Crude remarks
- Racial slurs
- Bullying
- Sexual comments
- Physical aggression
- Intimidation
- Discrimination
- Verbal abuse
- Derogatory comments

Workplace harassment is **unlawful** when:

- It occurs because of someone's religion, sex, race, color, national origin, sexual orientation, disability, age or genetic information, or because they filed an EEO complaint.
- It is unwelcome and so frequent or severe that it creates a hostile or offensive work environment or results in an adverse employment decision.

Sexual harassment is **unlawful** and may include, but is not limited to:

- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting; sexually-oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience; displayed pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or pornographic.

**This program does not tolerate harassment of any kind...whether or not the conduct meets the definition of "unlawful" harassment.**

### III. FILING AND INVESTIGATING COMPLAINTS

Any complaints of, or regarding, harassment should be submitted to the Apprenticeship Coordinator, and shall be treated confidentially except to the extent necessary to investigate and resolve the complaint. Complaints may be made in writing or orally, and anonymous complaints will be accepted. Someone who is not the target of harassment may make a complaint of harassment, and, indeed, anyone who observes harassment is encouraged to report it.

Complaints of harassment will be fully investigated and a determination of the facts will be made on a case-by-case basis. If the employer has an established plan or policy that deals with harassment, the apprentice should follow such procedures as are set forth in the Employer's policy against harassment, though they may elect to bring the matter to the JATC.

ATESTT instructors are responsible for reprimanding an apprentice for engaging in an act of harassment against another apprentice that the instructor observes or of which the instructor becomes aware. If the conduct continues or recurs, the instructor should file an official complaint with the JATC.

If an employee wishes to pursue a harassment complaint through a government agency or to seek outside help, he or she is entitled to do so. An individual may consult with the JATC for advice on how to proceed.

#### **IV. RESOLVING COMPLAINTS**

After a thorough investigation, any ATESTT employee or apprentice found to have committed an act of harassment shall be immediately disciplined. The discipline imposed will depend on the nature and severity of the misconduct found upon investigation, and may include discharge for a first offense. The decision may be appealed back for review within thirty days of receiving the decision.

#### **V. RETALIATION PROHIBITED**

The JATC will not tolerate any form of retaliation against an employee who has made a complaint or cooperated in an investigation or alleged harassment.

All persons contacted in the course of the investigation will be advised that they and other individuals involved in a complaint are entitled to be treated in a professional manner, and that any retaliation or reprisal against an individual who is an alleged target of harassment or who has made a complaint, or has provided evidence in conjunction with a complaint, is prohibited and could result in discipline up to, and including, termination.

JATC or ATESTT employees or apprentices who are found to have engaged in retaliation or who fail to cooperate with an investigation of harassment or retaliation will be subject to substantial discipline up to, and including, discharge or termination from the program.

#### **VI. CONTRACTOR RESPONSIBILITIES**

Employers who hire apprentices from this program are expected to establish their own policies against unlawful harassment and retaliation, including procedures for filing, investigating and resolving complaints as they elect. Contractors should understand that under the EEO regulations, an employer is responsible for the acts of its agents, and of its supervisory employees when acting in an agency capacity, without regard to the employer's specific authorization or knowledge of such acts by them. (Supervisors will be treated as acting in an agency capacity if the employer fails to establish an explicit policy against unlawful harassment or fails to establish a reasonably accessible procedure by which victims of unlawful harassment can make their complaints known to appropriate officials and have them rectified.) With respect to harassing conduct between non-supervisory employees, the employer is responsible where the employer (or its agent) knows or should have known of the conduct, unless the employer takes immediate and appropriate corrective action.

The failure of a contractor to take appropriate action regarding an apprentice's complaint of harassment on the job may result in the contractor being denied access to apprentices in the program. It is expected that contractors will work cooperatively with the JATC on matters concerning the JATC's anti-harassment policy.

**THE ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST / CEE  
DRUG & ALCOHOL FMCSA & NON-DOT PLAN POLICY FOR  
JOINT APPRENTICESHIP & TRAINING COMMITTEE  
APPLICANTS AND INDENTURED APPRENTICES**

**STATEMENT OF PURPOSE (ATESTT/CEE DRUG & ALCOHOL FMCSA & NON-DOT PLAN):**

The Alaska Teamster Employer Service Training Trust, hereinafter referred to as “Participating Employer” has vital interests in ensuring a safe, healthy and efficient working environment for our employees and in preventing accidents and injuries resulting from the misuse of alcohol or the use of controlled substances by drivers of commercial motor vehicles. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, and as required by drug and alcohol testing regulations of the Federal Motor Carrier Safety Administration (“FMCSA”), prepared in accordance with the requirements of: 49 CFR Part 382 and 49 CFR Part 40, the Participating Employer has established this substance abuse plan, which will be administered through its participation with Beacon Occupational Health and Safety Services. Drug and alcohol testing is an integral part of our program. Compliance with this plan is required as a condition of employment and also as a condition of continued employment.

- The ATESTT JATC has adopted the ATESTT Drug and Alcohol Plan. The Apprenticeship Coordinator will review and make available copies of this drug and alcohol plan to each registered apprentice and will be receipted by each individual subject to testing. The JATC and ATESTT reserve the right to modify this plan and subsequent policies at any time.

**ADDITIONAL PROVISIONS AND INDEPENDENT AUTHORITY:**

The Drug and Alcohol Plan and all provisions of this plan are adopted by **The Alaska Teamster-Employer Service Training Trust JATC** under the Participating Employer’s independent authority and **include all Registered Apprentices regardless whether a DOT covered CMV driver or NON-DOT and/or non-driver position.**

**Specific provisions but not limited to under independent authority with regard to apprenticeship are noted below:**

**A. ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR APPLICANTS TO THE APPRENTICESHIP PROGRAM**

All applicants **selected** for the apprenticeship program shall be subject to a single instance of alcohol and controlled substance testing prior to entry into the apprenticeship program. This test need not be justified by probable or reasonable suspicion. This will include a UA and Hair Follicle test. The detection period for Hair Follicle testing is up to 90 days and can be longer depending on hair sample. These tests will be at the applicant’s expense upon selection. A negative test result is required prior to being registered. A refusal to test shall result in non-registration in the apprenticeship program.

An applicant who tests positive, or who refuses to test, shall be ineligible for acceptance into the apprenticeship program until the applicant, who tests positive, is evaluated by a substance abuse professional approved by the Participating Employer’s Drug & Alcohol Plan and complete any rehabilitative counseling and/or program recommended by the evaluator at the expense of the applicant before re-applying.

## B. TESTING

Any refusal to test for Alcohol and Controlled substances shall result in disciplinary action by the Apprenticeship Coordinator or JATC up to and including removal from the apprenticeship program.

### I. RANDOM TESTING FOR ALCOHOL AND CONTROLLED SUBSTANCES

The Apprenticeship Coordinator will notify the apprentice who is to be tested.

### II. TEST RESULTS

ATESTT recognizes that the results of an alcohol or controlled substance test will be considered medical records and held confidential to the extent permitted by law. ATESTT will limit disclosure of information acquired in connection with a controlled substance or alcohol test to a positive/negative test result, to the following individuals unless the apprentice consents in writing to disclosures to others:

- a) The apprentice
- b) The apprentice's supervisors and other management officials with a need to know
- c) ATESTT business representative or designee and representative of the JATC
- d) Test laboratory personnel
- e) The employee assistance program counselor or other rehabilitation personnel if the apprenticeship seeks or is required to use same
- f) Members of the Committee of the JATC if the apprentice files a grievance regarding alleged use of alcohol or controlled substance.

### III. ENFORCEMENT

*The Alaska Teamster-Employer Service Training Trust JATC is committed to maintaining a safe and healthful working environment for all apprentices. The JATC has an obligation to ensure public safety and trust with regard to services provided by apprentices in the environment in which apprentices work. Safety is the number one objective and everyone plays a key role.*

*Accordingly, the use of alcohol or controlled substances is strictly prohibited during an apprentice's hours of work and training. Positive testing may result in the imposition of discipline up to and including immediate discharge from the apprenticeship program.*

- An apprentice who tests positive may be terminated from the apprenticeship program upon receipt of the SAP evaluation without further review.
- **An apprentice who tests positive and remains in the program will be placed in a probationary status and shall have one full period of (OJT) hours deducted from their total apprenticeship hours.** These hours will not be reinstated throughout the term of Apprenticeship.
- An apprentice who tests positive under an employer sponsored random testing will be immediately suspended and such status will result in a JATC Board action.
- An apprentice who tests positive a second time shall be terminated from the apprenticeship program.
- An apprentice who is disciplined as a result of a positive test may appeal the discipline to the JATC.

# Contact Information

---

## *Alaska Teamster Employer Service Training Trust Joint Apprenticeship and Training Committee*

- *Surveyor Assistant*
- *Construction Driver*
- *Freight Over-the-Road Driver*
- *Logistic Technician*

## *Alaska Teamster-Employer Service Training Trust **Apprenticeship Coordinator***

*Cheri Lipps*

*520 E. 34th Avenue, Suite 201  
Anchorage, Alaska 99503*

*907-278-3674 Main Office*

*907-751-9785 Direct*

*907-279-6088 Fax*

***Email: c.lipps@acsalaska.net***

## *General Teamsters Local 959 State of Alaska*

*520 W. 34th Avenue*

*Anchorage, Alaska 99503*

*907-751-8500 General Information- Anchorage*

*907-751-8566 Dispatch*

*907-751-8521 Dues Office*

*800-478-0959 Toll Free*

*907-452-2959 General Information - Fairbanks*

*907-450-6123 Dispatch*

*877-419-4959 Toll Free*

*907-751-9700 Pension, Health & Welfare*

*800-478-4450 Toll Free*

**This page is blank**



**APPRENTICE’S RECEIPT OF POLICY GUIDE**

I acknowledge receipt of this issue of The Alaska Teamster-Employer Service Training Trust – Joint Apprenticeship and Training Committee Apprentice Policy Guide. In addition, I agree to familiarize myself with the rules and policies. By signing below I acknowledge that I fully understand them.

I also understand that by refusing to sign this receipt, or any other paperwork, that my indenture in the Apprentice program will be canceled.

\_\_\_\_\_  
APPRENTICE NAME (PRINTED)

\_\_\_\_\_  
APPRENTICE’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
TEAMSTER LOCAL 959 LEDGER #:

\_\_\_\_\_  
REGISTERED APPRENTICESHIP PROGRAM