

Revision to Section 18, Apprentice Travel, of the Merit Apprenticeship Alliance Apprentice Handbook, effective May 3, 2021.

18. APPRENTICE TRAVEL

The Alliance aims to assist contractors and apprentices with out-of-town travel and lodging expenses related to the completion of the apprentices' on-the-job training (OJT) and related instruction (RI). This policy applies only to Alliance apprentices' OJT that can be credited to the apprenticeship program and to RI approved by the Alliance. The travel reimbursement is offered as assistance and is not intended to fully reimburse travel costs associated with the OJT and/or RI for apprentices.

The Apprentice Travel Reimbursement does not reimburse for the apprentices' normal commuting expenses or apprentice wages for travel time. The reimbursement shall not be deducted from apprentices' benefits and/or wages.

18.1 ELIGIBILITY

18.1.1 Mileage and toll reimbursement are available only when an apprentice is required to travel "out of town" to a jobsite (for OJT) or training facility (for RI) and the mileage to the jobsite or training facility exceeds the following thresholds from an apprentice's residence:

40 mile radius (one way) for apprentices who reside in Westchester, Rockland, New York, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Passaic, Bergen, Essex, Hudson, Union and Middlesex counties, and

60 mile radius (one way) for all other apprentices.

18.1.2 Lodging expenses will be covered only when the apprentice is required to travel in excess of one-hour (one way) to a jobsite or training facility. Travel time will be determined using MapQuest.com's shortest possible travel times at the applicable times of day from the apprentices' residence to the jobsite or training facility.

18.1.3 Meal expenses will be reimbursed in accordance with Section 18.4.2 only if the apprentice qualifies for lodging in accordance with Section 18.1.2 and utilizes the offered lodging. Meal expenses are not reimbursed when apprentices are traveling from home to/or from OJT or RI.

18.2 TRAVEL REIMBURSEMENT

This policy applies only to Alliance apprentices' OJT that can be credited to the apprenticeship program and to RI approved by the Alliance.

18.2.1 Mileage will be reimbursed at the current IRS reimbursement rate for only those miles in excess of the applicable resident-based thresholds as stated in Section 18.1.1.

18.2.2 Mileage is based on MapQuest.com calculations. Distances are determined using the shortest possible road distance from an apprentice's residence to the job site or training facility. Or, if an apprentice is lodged in accordance with Section 18.1.2, distances

are determined using the shortest travel distance from the apprentices' residence to the assigned hotel.

18.2.3 Tolls will be reimbursed provided proof of payment is furnished (paid toll documentation or EZ-Pass statement) up to a maximum of \$30 per day.

18.2.4 Only the apprentice incurring the mileage and/or toll expense, if travelling in the same private vehicle to/from OJT or RI with one or more other apprentices, qualifies for the reimbursement.

18.2.5 Reimbursement claims are to be submitted weekly to the Alliance using the applicable expense reimbursement forms (PDF or online) available in the Apprentice Documents section of the Alliance website. Reimbursement claims are due no later than 30 days following the incurred mileage and meal and toll expenses. Late submittals will not be accepted and those expenses will not be reimbursed

18.2.6 Reimbursements made to the Apprentice may be considered taxable income for reporting purposes and is subject to all normal withholdings as the IRS has determined that the cost of daily commuting to and from work is a nondeductible personal expense. The Alliance may issue the Apprentice an IRS 1099 for those funds remitted to the apprentice. The apprentice should consult with a tax professional for additional information.

18.2.7 The Alliance reserves the right to refuse payment of any request for reimbursement not compliant with our policies, procedures and/or guidelines.

18.3 CONTRACTOR RESPONSIBILITIES

The Apprentice Travel Reimbursement does not reimburse for the apprentices' normal commuting expenses or apprentice wages for travel time. The reimbursement shall not be deducted from apprentices' benefits and/or wages.

In the event that the Alliance cannot provide an affiliated hotel offering a discounted rate, it shall be the responsibility of the contractor to negotiate a reasonable lodging rate with a local hotel within the guidelines established by the Alliance.

The contractor shall require the apprentice to utilize company travel as available. The apprentice will be recognized as an employee eligible for the contractors' normal travel policy.

18.4 ALLOWABLE TRAVEL EXPENSES

All apprentice travel must be done in accordance with this policy to qualify for reimbursement. Reimbursement will only be paid upon submission of all required documentation and receipts.

18.4.1 Mileage will be reimbursed based on the current IRS rate.

18.4.2 Meal costs for the apprentice traveling out of town to and from OJT or RI will be reimbursed up to a maximum of \$30 per day. Receipts for each claimed expense are required.

18.4.3 Tolls will be reimbursed provided proof of payment is furnished (paid toll documentation or EZ-Pass statement) up to a maximum of \$30 per day.

18.4.4 Gas receipts in the case of an Alliance-arranged car rental in accordance with Section 18.6 Car Rental Arrangements. Receipts for each claimed expense are required.

18.5 NON-REIMBURSEABLE EXPENSES

The Alliance maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by the Alliance. Expenses that are not reimbursable include, but are not limited to:

- Alcohol
- Food delivery fees
- Car washes
- Toiletry articles
- Expenses for spouses, friends, or relatives
- Fines for traffic violations
- Loss of personal property while participating in OJT or RI training
- Incidental charges you incur and billed by a hotel
- Gas, except in connection with an Alliance-arranged car rental
- Mileage in connection with an Alliance-arranged car rental
- Purchase of liability insurance coverage for rented cars
- Insurance

18.6 CAR RENTAL ARRANGEMENTS

When determined necessary by the Alliance, the Alliance may arrange and provide for a car rental in order for an apprentice to attend OJT or RI. The car rental is for the sole purpose of enabling the apprentice to travel to and from OJT assignments and RI, is limited to transportation to and from the worksite or training center, and for securing of food/meals during the assignment or related instruction period. The rental is not to be used for personal travel at any time. If it is determined that the car has been used for personal travel or any other unauthorized travel, the apprentice may be subject to a temporary suspension or permanent revocation of car rental privileges. Other discipline may be applied, up to and including termination from the program.

18.6.1 To request a rental through the Alliance, the apprentice must furnish a certified driving record abstract from the applicable state's Department of Motor Vehicles dated within 48 hours of the request. Upon review, driver records will be classified as Clean, Acceptable or Unacceptable. Drivers with Unacceptable driver records will be ineligible for car rentals arranged or provided through the Alliance. Unacceptable means that there is one or more major violations within the last five years, three or more moving violations within the last three years, one at-fault accident and one violation with the last three years (when not the same incident), or two or more at-fault accidents within the past three years. A clean driver record means no violations are listed. An acceptable driver record means that the driver has violations but does not meet the unacceptable criteria.

18.6.2 Vehicle Acceptance: Rental rates include damage coverage and liability insurance. Apprentices should not accept different or additional insurance coverage, if offered. At the time of pick-up from the designated Agency location, it is the apprentice's responsibility to check the vehicle's interior and exterior condition before accepting the rental. The apprentice should check for obvious defects before driving the vehicle, and

if necessary, request another vehicle, if the first one is deemed unsafe. If the apprentice discovers external damage such as chipped paint, scuff marks, dents, cracked windshield and/or mirrors, the apprentice is required to tell the agency representative before driving away. If the vehicle is accepted, the apprentice should take photos of such damage. Failure to adhere to the established car rental check-in policy may cause the apprentice to be subject to a temporary suspension or permanent revocation of car rental privileges.

- 18.6.3 **Vehicle Return:** It is the apprentice's responsibility to return the vehicle to the designated Agency location at the date and time designated by the Alliance. If the vehicle is not returned when required, the apprentice shall reimburse the Alliance for all additional costs incurred. The apprentice is responsible for returning the vehicle with the same amount of gas as received to avoid extra fuel charges. The apprentice must check the vehicle's interior and exterior condition before returning the rental. The apprentice should check for obvious external damage such as: chipped paint, scuff marks, dents, cracked windshield and/or mirrors. The apprentice is required to tell the agency representative before returning the keys, should take photos of such damage, and forward photos to the Alliance. Failure to adhere to the established car rental check-out policy may cause the apprentice to be subject to a temporary suspension or permanent revocation of car rental privileges
- 18.6.4 **Accidents:** An accident is defined as any event which results in damage to vehicle or property, or injury to a person. The apprentice is responsible to call the police, file a police report, obtain necessary information from any other involved parties, and to immediately notify the Alliance. The following procedure should be followed in the event of an accident.
- Stop and secure vehicle
 - Contact local law enforcement authorities (911) and request medical help
 - Take photographs to document all of the following:
 - Driver(s) Name(s)
 - Date of birth of driver(s)
 - Driver's license number and state
 - Phone number
 - Address
 - Insurance company and policy number
 - License plate number
 - Make/model/year/color of vehicle
 - Damage to vehicle(s)
 - Injury to driver(s) and/or passengers
 - Weather and road conditions
 - Road name(s)
 - Names and phone numbers of any witnesses
 - Get the investigating law enforcement officer's name, badge number, phone number and report number
 - Provide the other driver(s) your personal and vehicle information
 - Call the car rental agency to report the accident and advise if a new rental is needed
 - Contact the Alliance to report the accident

18.6.5 Rental and Driving Guidelines

Alcohol and Drugs: Alcohol and/or drugs (illegal and recreational) are not permitted to be transported or consumed/used by the apprentice or other passengers in rental vehicles. Apprentices are not permitted to operate a rental vehicle while under the influence of alcohol or illegal/recreational drugs or while using a prescription and/or non-prescription medication that has any warning of impairment, potential drowsiness or instructions not to not use when operating heavy machinery.

Smoking: Smoking is not permitted in rental vehicles.

Breakdowns: If the rental vehicle suffers a mechanical failure, the apprentice should drive the vehicle to a safe location. The apprentice should never attempt to change a flat tire or provide mechanical repair in the path of oncoming traffic, roadways, train track crossing or in unlit or unsafe areas. If the apprentice does not have personal roadside assistance available (AAA), the Alliance should be called for help and further instruction. The apprentice shall remain with the vehicle until the vehicle is in the custody of a qualified mechanic, towed or deemed drivable.

Cargo and Towing Safety: Apprentices are not permitted to operate a vehicle rental to push or tow another vehicle, trailer or related equipment. External cargo attached to a vehicle rental is prohibited.

Cell Phones and Electronic Devices: Apprentices are not allowed to use a cell phone and/or other electronic device while operating any vehicle rental. If the apprentice needs to utilize a cell phone and hands free is not available, the apprentice should pull over to a safe location and the vehicle must be in the park position.

Citations and Arrests: Apprentices are expected to comply with all traffic laws and regulations at all times. The apprentice is responsible for payment of all citations, including moving violations, parking tickets, tolls and EZ-Pass charges. The Alliance is not responsible for any unlawful acts of its apprentices and will not defend or indemnify apprentices for alleged wrongful acts involving vehicle rentals.

Cleaning Fees: The apprentice is expected to return the car in the same condition in which it is received. If the Agency applies additional cleaning fees due to smoking, odors, stains, etc., the apprentice shall reimburse the Alliance for such fees.

Designated Driver: The apprentice whose name appears on the rental reservation is the only person authorized to drive the rental vehicle. No other persons and/or passengers are authorized to drive the rental vehicle.

Not permitted in rental vehicles: Hazardous materials, flammable liquids, firearms or other weapons, narcotics, illegal drugs or substances or hitchhikers.

Seat Belts: Must be worn at all times for driver and passenger safety. The apprentice is responsible for ensuring passengers wear their safety belts.

Smoking: Is prohibited in rental vehicles.

Unallowable expenses: The Alliance is not responsible for the following expenses: costs for services and fees related to locking keys in vehicle, lost or misplaced keys, towing (when not a result of mechanical failure or accidents), running out of gas, upholstery and interior cleaning, parking tickets or traffic citations.