



APPRENTICE HANDBOOK

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1. INTRODUCTION

WELCOME TO THE ALLIANCE

It is our pleasure to welcome you to our Alliance and to wish you success in your program! You have become a part of an organization that is earning a reputation for our commitment to quality training and professionalism. You were selected because we believe you have the potential and desire to meet our high standards as you develop a sustainable career in construction. We hope you will find the Alliance program one in which you can learn and progress steadily.

The apprenticeship program is at-will. This means that it is voluntarily entered into, and the Apprentice is free to resign at any time, with or without cause. Similarly, it means that the Alliance may terminate the apprenticeship relationship at any time.

The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the Alliance's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the President of the Alliance.

The growth and progress of the Alliance depends on our people – Contractors, Apprentices, government agency staff and Alliance personnel working cooperatively to deliver and expand programs with creativity and enthusiasm. We believe we have such cooperation from our partners and that the blend of experienced Contractors and Apprentices working together will lead to our common success.

We are dedicated to the principles of merit – that individual Apprentices and companies should advance based on their merits and their commitment to excellence and quality. All Apprentices, regardless of the trade for which they were hired, are expected to perform any task assigned to them by their jobsite supervisor willingly and in a professional manner. Our growth attests to the validity of these values, as well as our success in living up to them.

This handbook explains some of our policies and benefits, as well as opportunities and responsibilities that exist for you. In an effort to be responsive to the needs of a growing organization, changes or additions to this handbook will be made when necessary. While not required, we will strive to communicate all such changes in writing to you.

We hope that you will share our enthusiasm and commitment to promoting and advancing careers in construction through registered apprenticeship training. Welcome!

Sincerely,

A handwritten signature in blue ink that reads 'Penelope M. Hazer' followed by a horizontal flourish.

Penelope M. Hazer

President

PMHazer@MeritAlliance.org

Phone: 315.440.8989

109 Twin Oaks Drive, Syracuse, 13206

www.MeritAlliance.org



2. ABOUT THIS HANDBOOK

The Merit Apprenticeship Alliance is committed to promoting an atmosphere of open communication and cooperation among our participating Contractors, Apprentices and staff.

This handbook reflects our commitment to our mission to provide industry leading, registered apprenticeship training programs in full compliance with state and federal regulations. The Alliance develops and designs programs that meet the work force development needs of the Alliance Apprentices and members, and promotes sustainable careers in construction.

This handbook has been prepared to provide you with general information about some of your benefits and the highlights of rules and policies under which we operate. Obviously, we could not begin to explain every Alliance policy or rule or benefit in this handbook, and its provisions can be considered as no more than general summaries of the benefits, work rules and policies they address.

While we hope our personnel actions will continue to be positive, from time to time our Alliance may unilaterally, in its discretion, amend, supplement, modify, or eliminate one or more of the benefits, work rules or policies described in this handbook, or any other Apprentice benefits, work rules or policies, without prior notice.

Nothing in the handbook constitutes an express or implied contract of employment for you with any specific Contractor or warrants any benefits, other than those specifically provided in your benefit plan. Enrollment in Alliance programs is voluntary, and the related on the job training through employment with participating employers (signatories) represents an-at-will relationship for no definite period of time.

While we hope to have a mutually beneficial working relationship together, regardless of anything which may appear in this handbook or any other Alliance publication, policy, statement or practice, you have the right to terminate your apprenticeship relationship for any reason with or without cause or notice at any time. The Alliance reserves the right to terminate your apprenticeship agreement if you fail to meet your obligations as defined by, and agreed to, on your Apprenticeship Agreement (NYS DOL AT 401). No one has authority to bind our Alliance to any agreement contrary to the foregoing except our President.

3. OUR ALLIANCE'S HISTORY

Early in 2005, a group of ABC Contractors who believed in the benefits of apprenticeship training as a means to promote and expand careers in construction, joined together to sponsor a New York State registered Apprentice training program.

In 2007, the Alliance received its first approval by the NYSDOL to sponsor a statewide skilled construction craft laborer training program. We believe that developing skilled craftsmen and women will meet the needs of the construction industry owners and users we serve. We continue to develop and expand our statewide programs to engage Contractors and Apprentices. We gratefully acknowledge the support of our Contractors and Apprentices who have worked so diligently throughout these early years to demonstrate that "quality training" is the key to our mutual success.



4. YOUR CAREER DEVELOPMENT

The Alliance believes that successful apprenticeship training is an investment in everyone's future! That's why we provide apprenticeship and other accredited training to you - our Apprentice!

You should recognize that your participation in this apprenticeship program may mean early hours on the job site and late hours in the classroom. But if you finish successfully, you will be taking a major step forward in a career in construction.

Your apprenticeship program has two parts: On the job training (OJT) and related instruction (RI or classroom training). You must successfully complete both components to advance in your program. Upon successful completion, you will be awarded a diploma for the National Center for Construction Education & Research (NCCER) course completed and a NYS Journeyman's card. Apprenticeship training is just the beginning – we encourage you to further develop your skills through other training.

5. OUR EQUAL EMPLOYMENT POLICY

The Alliance supports and is committed to the principles of equal employment opportunity. In order to provide equal employment and advancement opportunities to all individuals, employment and apprenticeship decisions at the Alliance will be based on merit, qualifications, abilities, and other legitimate, nondiscriminatory factors. The Alliance does not discriminate in employment and apprenticeship opportunities or practices on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, military status, veteran status, labor affiliation, domestic violence victim status, sexual orientation, genetic predisposition or carrier status, or any other characteristic protected by law.

The Alliance will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of on the job training, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any incidents of discrimination or harassment of any type should be reported. Apprentices can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination of employment and/or enrollment in the apprenticeship program.

6. OUR POLICY AGAINST HARASSMENT

The Alliance strives to maintain an environment free from discrimination and harassment, where people treat each other with respect, dignity and courtesy. This policy applies to all phases of employment, including but not limited to recruitment, testing, hiring, promotion/demotion, transfer, lay-off, termination, pay, granting of benefits and training. This policy also applies not only to the workplace during normal business hours, but also to all job and training sites, work-related social functions, whether on or off a company's premises and to business-related travel.



Prohibited Behavior

The Alliance does not and will not tolerate any type of discrimination or harassment of – or by – Apprentices, employees, applicants, Contractors, suppliers, vendors or customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender (including pregnancy), race, color, religion, national origin, age, disability, military status, creed, sexual orientation, genetic predisposition or carrier status, marital status, domestic violence victim status, arrest record, or any other protected category under federal, state or local law.

Sexually harassing behavior, in particular, includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature.

Such conduct may constitute sexual harassment when it:

- is made an explicit or implicit condition of employment;
- is used as the basis for employment decisions;
- unreasonably interferes with an individual's work performance; or
- creates an intimidating, hostile, or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment. Specifically, it includes sexual behavior such as:

- sexual flirtations, advances, or propositions;
- verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about an employee's / Apprentice's appearance, or displaying sexually suggestive objects or pictures including cartoons and vulgar e-mail or text messages; and
- physical contact or touching, such as patting, pinching, or repeated brushing against another's body.
- Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and Apprentices/employees, between employees/Apprentices, or directed at employees/Apprentices by non-employees conducting business with the company, regardless of gender – including same-sex harassment.

Harassment by Non-employees

The Alliance will also protect Apprentices, to the extent possible, from reported harassment by non-employees in the workplace and on job sites, including customers, clients, and suppliers / vendors.

Complaint Procedure and Investigation

Any possible incidents of sexual harassment or other unlawful harassment or discrimination should be promptly reported to your jobsite supervisor. If that person is not available, or you believe it would be inappropriate to contact that person for any reason you should report your complaint to:

Penny Hazer, President

Cell phone: 315.440.8989 or via Email: pmhazer@MeritAlliance.org.

PMHazer@MeritAlliance.org

Phone: 315.440.8989

109 Twin Oaks Drive, Syracuse, 13206

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When a complaint is registered with the supervisor, it is his or her duty and responsibility to advise his or her manager and/or the President of the Alliance of the nature of the complaint as soon as possible. The President of the Alliance will investigate the complaint and take proper action on behalf of the Apprentice. Any supervisor or other employee who becomes aware of possible sexual or other unlawful harassment should promptly advise the President of the Alliance who will handle the matter in a timely and confidential manner.

The Alliance will conduct a prompt investigation as confidentially as possible under the circumstances. Apprentices who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time, Apprentices have an obligation to cooperate with the Alliance in enforcing this policy and investigating and remedying complaints. Anyone found to have engaged in harassment or discrimination will be subject to appropriate discipline, which may include a recommendation from the Alliance for discharge of the Contractors' staff responsible for the harassment.

Retaliation

Any Apprentice who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and/or enrollment in the apprenticeship program and will not be retaliated against or discharged because of the complaint. In addition, the Alliance will not tolerate retaliation against any Apprentice who, in good faith, cooperates or participates in the investigation of a complaint or proceeding. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including a recommendation by the Alliance for termination. Any possible incidents of retaliation should be reported immediately to the President of the Alliance.

7. AFFIRMATIVE ACTION

The Alliance Board recognizes that all qualified persons shall have equal opportunity in apprenticeship training. The Alliance is committed to providing a learning environment in which all individuals are treated with respect and dignity. The Alliance is committed to promoting careers in construction through apprenticeship training and will implement programs and policies, which include the strategic outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship.

All apprenticeship decisions shall be consistent with the principle of equal employment opportunity, and only valid qualifications will be required. The Alliance shall adhere to the following:

“The recruitment, selection, employment and training of Apprentices during the apprenticeship shall be without discrimination because of race, creed, color, religion, national origin, age, sex, disability, marital status or arrest record. The Alliance will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 Code of Federal Regulations, Part 30: Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Part 600; and the Americans with Disabilities Act of 1990.”

To assure compliance with the Alliance's Affirmative Action Plan, the President of the Alliance has been designated to administer and monitor the plan and make reports to the Board of Trustees.



8. A FEW WORDS ABOUT UNIONS

There is always a chance that in the future a labor organizer will try to persuade some of our Apprentices to sign union authorization cards. For this reason, it is important that you understand our position concerning unions.

To say it simply and clearly, although you have the legal right to join a labor union, you also have the legal right NOT to join a labor union. We do not discriminate against any of our Apprentices or applicants based upon support or lack of support for unions. The growth and personal achievement we have experienced at the Alliance is the result of working together in a spirit of cooperation and teamwork.

9. OPEN DOOR POLICY / COMMUNICATIONS

The Alliance promotes an atmosphere whereby Apprentices can talk freely with members of the Alliance. Apprentices are encouraged to openly discuss with us any problems so appropriate action may be taken.

If you have any questions concerning your apprenticeship program, the President of the Alliance is the first person you talk to.

If, you have specific concerns regarding the “on the job” training tasks you are required to perform, please speak with your jobsite supervisor first. (As always, the President of the Alliance is also available for you.)

Of course, any incidents of discrimination or harassment of any type should be reported pursuant to the Sexual Harassment & Other Unlawful Harassment & Discrimination Policy set forth earlier in this handbook.

The Alliance is interested in all of our Apprentices’ success and happiness with us. We, therefore, welcome the opportunity to help Apprentices whenever feasible. The Alliance strives to communicate with all Apprentices through jobsite visits, one-on-one meetings, emails, and phone calls.

We expect and anticipate that all communications will be delivered in a professional manner. Professionalism is demonstrated by courtesy, respect and self-control. Should you have any questions relative to a particular policy, procedure, or issue, please contact the President of the Alliance.

10. NEW APPRENTICE ORIENTATION

The first part of our orientation program is conducted shortly after you are enrolled in our program and assigned to a Contractor. It is designed to help acquaint you with the training program and employers with whom you will work. Please use this opportunity to raise any questions.

11. YOUR PROBLEM-SOLVING PROCEDURE

During the performance of your duties, questions or problems may occur that affect your on the job training or related instruction. The following has been established for your use in resolving these matters.

Step 1. Within a week of the occurrence of the problem, you may ask for a conference to talk it over with your immediate Supervisor.



Step 2. In the event your Supervisor does not resolve your problem to your satisfaction within a week's time, you may ask (within the following week) for a meeting with a member of the Contractors' management team.

Step 3. In the event your concerns are not addressed to your satisfaction within a week's time, please contact the Alliance directly for assistance.

Note In an emergency situation, the "step" time periods can be skipped and you should contact the President of the Alliance without delay.

Once again, any incidents of discrimination or harassment of any type should be reported pursuant to the Sexual Harassment & Other Unlawful Harassment & Discrimination Policy set forth earlier in this handbook.

12. YOUR BENEFITS COUNSELING SESSIONS

We believe it is important to give you an opportunity to learn more about the benefits you receive from our Alliance in order to help you to plan for your future financial security. GMR Associates, Inc. is our benefit program administrator. From time to time, therefore, we will be meeting with you either individually or in small groups to discuss our Alliance benefits, answer your questions, and obtain your comments. If you have specific questions regarding your individual benefits, you should contact GMR Associates, Inc. at 800-724-4817, or for general information, log onto the GMR website www.gmr-usa.com.

13. ABOUT YOUR JOB

Throughout this handbook, you will see references to the following Apprentice categories:

13.1. Probationary Apprentices - Those newly-hired Apprentices who have not successfully completed 6 months of service.

All Apprentices serve a probationary period at the beginning of their program. This is a particularly important time for you and the Alliance, since it allows you the opportunity to evaluate whether our Alliance program fits into your career goals, and it also provides the Alliance with a period during which it can assess whether your performance appears to satisfy the apprenticeship program present requirements.

Apprentices, who fail to comply with the apprenticeship standards, violate the policies, rules or regulations of the Alliance and/or participating employer are subject to discharge/termination regardless of their probationary status.

13.2. Regular Apprentices -- Those Apprentices who are regularly scheduled to work on a full time basis and have successfully completed their probationary period.

13.3. Journey workers – Those workers, in any trade, not approved as NYS DOL registered Apprentices.



14. WORKING HOURS

Hours of work are determined by the Contractor to whom you have been assigned by the Alliance. Your Supervisor will advise you of your regular work schedule, meal periods, and arrangements for personal breaks. You are subject to all of the Contractor's applicable employment policies and procedures.

You are expected to be at your job location (dressed in appropriate attire and ready for work with the appropriate tools) at the time your regular work day is scheduled to begin as directed by the Contractor.

If you desire to leave the jobsite or premises during working hours, you must notify and receive permission from your Supervisor in advance of your departure.

15. TIMEKEEPING

Federal and state laws require employers to keep an accurate record of time worked in order to calculate employee pay and benefits. Overtime work must always be approved by the jobsite supervisor before it is performed and working off-the-clock or through lunch is not permitted.

Apprentices are responsible for accurately recording the time they begin and end work shifts. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Contact your jobsite supervisor at any time if you feel your time was not accurately recorded. If you still believe your time is not being accurately recorded after talking with your jobsite supervisor – or you are uncomfortable talking with your jobsite supervisor, you should contact the President of the Alliance, who will investigate your concerns.

Apprentices should verify that their paychecks are correct on a weekly basis, and any discrepancies should be brought to the attention of the jobsite supervisor immediately. If you have any questions about whether time is being recorded properly, please see your jobsite supervisor or the President of the Alliance.

16. OVERTIME WORK

Overtime compensation is paid to all Apprentices in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on holiday leave, vacation leave, voting leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

As an Apprentice, if you are asked and you agree to work overtime, you will be paid the applicable premium rate on NYSDOL Prevailing Rate projects for any hours worked in excess of the allowable limit per NYSDOL Public Work regulations.

If you are asked and agree to work overtime on private work, you will be paid one and one half-times your regular rate for all hours you are required to work in excess of forty (40) in a work week.

The amount of overtime work and Apprentices assigned to work such overtime hours is established by the employing Contractor. No Apprentice will be paid more than once for the same hours worked.

If you have any questions about overtime pay, including overtime policies on prevailing wage projects, please see your jobsite supervisor.



17. DAILY OJT (BLUE BOOK) RECORDS

Your “Blue Book” is for the purpose of keeping a daily record of your work-site training. The work process corresponds to the “Appendix A - On the Job Training Outline” you were provided at the time of your enrollment. The following details how to complete your Blue Book record of your “on the job training” (OJT):

- 17.1. At the close of each day, you must enter the number of hours worked that day in the designated row for that date, under the alphabetic designation for the work process;
- 17.2. Your supervisor for the day should initial your entry;
- 17.3. At the end of each month, total the hours worked under each work process and bring the cumulative totals forward to the “Brought Forward” columns on the following month’s page.
- 17.4. Your jobsite supervisor should then review your performance and sign the monthly record.
- 17.5. You are required to scan or mail a copy of each month’s OJT (Blue Book) hours to the Alliance by the 10th of each month. This ensures that you are paid the correct wages based on your progression in the apprenticeship program. The Alliance maintains a “Master Job Record” for you and will notify the Contractor when your wages should be adjusted based on your total on the job (OJT or Blue Book) hours.

At least twice a year, the NYS Department of Labor Apprenticeship Training Representative (ATR) will meet with you to review your performance, the rotation of work (according to your Blue Book entries), your wages and benefits, classroom training and discuss any concerns you may have.

If you have any questions regarding your OJT records, please contact the Alliance immediately.

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 “on the job training” that can be credited to the apprenticeship program and to “related classroom training” 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 (based on the apprentices’ home base mileage in compliance with the applicable IRS rules) or apprentice wages for travel time. The reimbursement shall be not deducted from the apprentices’ benefits and/or wages.

18.1. ELIGIBILITY

- 18.1.1. Mileage reimbursement is available only when the apprentice is required to travel “out of town”, for a private job and is defined as more than 60 miles radius one way from the apprentices’ residence to the jobsite or training facility.
- 18.1.2. Lodging expenses will be reimbursed only when the apprentice is required to travel in excess of 100 miles radius one way from the apprentices’ residence to the jobsite or training facility.



18.1.3. Meal expenses will be reimbursed only if the apprentice is required to travel in excess of 100 miles radius one way from the apprentices' residence to the related instruction training facility. Meal expenses are not reimbursed when apprentices are traveling to and/or from OJT.

18.2. TRAVEL REIMBURSEMENT

This policy applies only to Alliance apprentices "on the job training" that can be credited to the apprenticeship program and to "related classroom training" approved by the Alliance.

18.2.1. Mileage will be reimbursed at the current IRS reimbursement rate for only those miles in excess of 60 miles from the apprentices' residence to a private jobsite or training facility.

18.2.2. Travel distances are based on mapquest.com calculations. Distances are calculated at the shortest possible road distance from the apprentices' residence to the OJT or RI location.

18.2.3. Only the apprentice incurring the travel expense, if travelling in the same private vehicle to/from the training location with one or more other apprentices, qualifies for the reimbursement.

18.2.4. Lodging expenses will be reimbursed at maximum rate of \$75 per day when the apprentice is required travel in excess of 100 miles one way from the apprentices' residence to the jobsite or training facility.

18.2.5. Any lodging charges in excess of \$75 per day must be preapproved by the Alliance. The Alliance will reimburse only upon the submission of receipts provided by the contractor or apprentice. The Apprentice or contractor shall be solely responsible for all lodging expenses in excess of the allowance approved by the Alliance.

18.2.6. The Alliance will not reimburse air travel expenses.

18.2.7. Reimbursements made to the Apprentice may be considered taxable income for reporting purposes and subject it 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.

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

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. The Apprentice Travel Reimbursement for the apprentices' travel and accommodation 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. Meals: Reasonable meal costs for the apprentice traveling out of town to and RI will be reimbursed at a maximum rate of \$5.00 for Breakfast, \$10.00 for Lunch, and \$15.00 for dinner and therefore shall not exceed \$30.00 per day.

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:

- When lodging accommodations have been arranged by the Alliance/Contractor and the apprentice elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by the Alliance/Contractor.
- Movies, liquor, and bar costs
- Car washes
- Toiletry articles
- Expenses for spouses, friends, or relatives
- Fines for traffic violations
- Loss of personal property while participating in training
- Cost of personal credit cards
- Purchase of liability insurance coverage for rented cars
- Insurance

19. MEAL AND REST PERIODS

You are required by New York State law to take a thirty (30) minute uninterrupted and unpaid meal period each work day that you work 6 hours or more. You are prohibited from working through any part of this meal period.

It is at the Contractor discretion to provide you additional paid breaks according to the employers' company policy.

20. TIME OFF TO VOTE

The Alliance encourages Apprentices to fulfill their civic responsibilities by participating in elections. Generally, Apprentices are able to find time to vote either before or after their regular work schedule.

If an Apprentice has four consecutive hours either between the opening of the polls and the beginning of



his/her work shift, or between the end of his/her work shift and the closing of the polls, he/she shall be deemed to have sufficient time outside his/her working hours within which to vote. If Apprentices are unable to vote in an election during their nonworking hours, the employing Contractor will grant up to 2 hours of paid time off to vote.

Apprentices should request time off to vote from their jobsite supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

21. PAYROLL INFORMATION AND DEDUCTIONS

Apprentices receive a paycheck for their work in the previous work week from the employing Contractor, based on the employing company's existing pay schedule and policy. Apprentices must be paid no less than the "apprenticeship rate" according to the Apprentices' successful completion of each term. Wages on "public work" projects are defined by the applicable government agency (NYSDOL, USDOL, HUD) and will be posted by the employing Contractor according to state and federal laws; wages on private work are defined on the Apprenticeship Agreement (AT 401).

The employing Contractor is required by law to make certain deductions from your paycheck each period. Such deductions typically include Federal and State taxes and Social Security. All deductions and the amount of the deductions are listed on your pay stub.

Your pay stub will also identify the number of hours worked, the specific wage rate and the trade classification for those hours. If you have any questions regarding your pay, please see your jobsite supervisor or contact the President of the Alliance.

22. STATE OR FEDERAL CONSTRUCTION CONTRACTS

Contractors working on state or federal construction contracts will pay your wage according to the state or federal rate regulations. Your supplemental benefits will be paid directly to GMR Associates, Inc. to provide you with the benefits outlined in your Employee Benefit Trust documents. The combination of what you receive in your paycheck, along with the value of the fringe benefits, will equal the total government wage and benefit rate.

If you have a question or would like a more detailed explanation concerning your pay on government jobs, please contact the Alliance. If you have specific questions regarding your supplemental benefit funds, contact GMR Associates, Inc. at 800-724-4817, or for general information, log onto the GMR website at www.gmr-usa.com.

23. ADMINISTRATIVE PAY CORRECTIONS

The employing Contractor should take all reasonable steps to ensure that Apprentices receive the correct amount of pay in each paycheck, and that Apprentices are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, you should promptly bring the discrepancy

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to the attention of the jobsite supervisor or the President of the Alliance so that corrections can be made as quickly as possible.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

24. MEDICAL EXAMINATIONS

The Alliance reserves the right, for the health, safety, productivity and security of persons, property and facilities, in our discretion, to the extent permitted by applicable law as a condition of continued enrollment and employment with participating Contractors, to require applicants for apprenticeship and/or current Apprentices to consent in writing and submit to medical or physical examinations by a physician designated by or approved by the Alliance, at the Alliance expense.

25. SECURITY CHECKS

In order to ensure that contraband, drugs, weapons and other unauthorized or illegal substances or materials, or substances or materials to be used for illegal purposes, do not enter our Contractors' jobsites, Alliance premises and other training facilities, and to further ensure that tools, equipment, products, materials, substances and other property of the Alliance and/or Contractor are not being removed from our job sites or related instruction locations, premises and other facilities without our authorization, the Alliance reserves the right, in our discretion, to question, inspect, and search any Apprentice or other person before they enter or leave any of these facilities.

These procedures are necessary for the safety, health and security of everyone at the Alliance and the protection of our property and facilities. Submission to and compliance with these rules is a condition of your continued enrollment and employment with participating Contractors.

26. IMMIGRATION LAW COMPLIANCE

The Alliance is committed to compliance with the Immigration Reform and Control Act of 1986. As a result, each new Apprentice, as a condition of employment, will be required to complete the Employment Eligibility Verification Form (I-9) and present documentation establishing his/her identity and employment eligibility to their assigned Contractor.

Former Apprentices that are rehired must also complete this form if they have not completed an I-9 within the past three years or if their previous I-9 is no longer retained or valid.

If you have questions or would like more information about immigration law issues, you are encouraged to contact your jobsite supervisor and/or the President of the Alliance.

NOTE: The Alliance is an equal opportunity employer and does not make employment and/or apprenticeship program decisions based on an applicant's or an Apprentice's citizenship, national origin, or ancestry. You should feel free to raise questions or express your concerns regarding immigration law issues without fear of retaliation.



27. ACCESS TO PERSONNEL RECORDS

1. Alliance Apprentices have the right to review their official apprenticeship records. Reviews must be conducted in the presence of the President of the Alliance at times convenient to both. Apprentices may request copies of documents in their records; however, they are not permitted to alter, remove, add, or replace any documents.

28. YOUR APPRENTICE BENEFITS

In addition to the regular paycheck you receive for working at our Alliance, we offer various benefits to help provide protection and assistance for you and your family. Your fringe benefit dollars will be paid directly to GMR Associates, Inc. to provide you with the benefits outlined in your Employee Benefit Trust documents. The value you receive from these benefits and services is really a "hidden paycheck" provided by our Alliance Contractors, with a value of over one-third of your base pay.

As an Apprentice, you are provided health insurance, trade related training, paid vacation (5 days), six paid holidays, supplemental unemployment insurance and pension benefits. The details of your benefits, are discussed in more detail in your EBT booklets, and in the formal contracts and other plan documents that you have been provided as these documents are controlling.

Additionally, there are a number of the programs (such as Social Security, Workers' Compensation, State Disability, and Unemployment Insurance) which cover you in the manner prescribed by law.

Here are some of the highlights of the Alliance's Apprentice benefits program, and a number of other services and conveniences our Alliance offers you in recognition of your value to the Alliance:

28.1. HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

All Apprentices are provided the Alliance's Medical Insurance Program. Premiums for individual coverage under this insurance are fully paid by the Alliance. The coverage becomes effective the first day of the month following 30 days from your first day of on the job training employment and submission of the completed forms. You may opt out of the insurance benefit only if you can provide valid documentation of existing health insurance coverage. For more information, see your EBT Booklet for details.

28.2. CONTINUATION AND CONVERSION OF HEALTH INSURANCE BENEFITS (COBRA)

In accordance with applicable law, if your enrollment in our apprenticeship training program is terminated, or if you experience a reduction in hours of employment, and under certain other conditions, then you, your spouse and/or dependent children may be eligible to either continue your present level of health insurance coverage (even if you would otherwise lose coverage) under the Alliance's Group Health Insurance

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your qualified beneficiaries the opportunity to continue health insurance coverage under the Alliance's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of enrollment in our apprenticeship training program, or death of an Apprentice; a reduction in an Apprentice's hours or a leave of absence; an Apprentice's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.



Under COBRA, the Apprentice or beneficiary pays the full cost of coverage at the Alliance's group rates plus an administration fee.

The Alliance provides each eligible Apprentice with a written notice describing rights granted under COBRA when the Apprentice becomes eligible for coverage under the Apprentice's health insurance plan. The notice contains important information about the Apprentice's rights and obligations.

Applicable premiums must be paid in a timely fashion to continue benefit coverage.

If there are any conflicts between this policy and the actual plan document or Summary Plan Description (SPD), the plan document or SPD control.

If you are covered by the Plan and you have not received notice of your insurance conversion rights, you should contact GMR Associates, Inc. immediately.

28.3. WORKERS' COMPENSATION

Apprentices who sustain work-related injuries or illnesses should inform their jobsite supervisor immediately so that a Report and Accident Form can be completed, and the claim can be properly filed and managed. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible Apprentice to qualify for coverage as quickly as possible. If you fail to properly report an accident and complications emerge at a later date, you may not be entitled to workers' compensation.

Neither the Alliance, the employing Contractor, nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an Apprentice's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Alliance or employing Contractor or employment outside of the apprenticeship program.

If an Apprentice reports to work after being injured when not at work, the employing Contractor can require that the Apprentice seek medical approval before the Apprentice is allowed to return to work.

If there are any conflicts between this policy and the actual plan document or Summary Plan Description (SPD), the plan document or SPD control.

28.4. UNEMPLOYMENT COMPENSATION

Our Alliance Contractors contribute under the State Unemployment Compensation Act to insurance funds that may provide you with income in the event you become laid off and unemployed through no fault of your own. As an Apprentice, you pay no part of the fund that provides you with this benefit. The entire cost for this protection is paid by the Alliance Contractor. Additionally, the Alliance provides a supplemental insurance fund for Apprentices due to an unforeseen extended layoff period. If you are laid off, you must file for NYS Unemployment Insurance to be eligible to claim supplemental unemployment insurance benefits.

28.5. VACATION

We encourage you to make full use of your Vacation benefits. All Apprentices are eligible for 5 days vacation pay per year, under the following conditions:

Apprentices are encouraged to be sensitive to employing Contractor's workloads and staffing needs and understand that vacation requests, at times, may not be granted.

Vacation time off is paid at the Apprentice's base private pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as, shift differentials. Paid time off for vacation will not



be counted as hours worked for the purposes of determining overtime. If the Contractor for whom you are working determines that business efficiency requires you to work during all or part of your scheduled vacation period, you will have the option of another vacation period or vacation pay in lieu thereof.

If a designated holiday is observed during your vacation period, you will be eligible for additional time off with pay equal to the holiday time off for which you were eligible. You will not, however, receive additional vacation time off due to illness or disability occurring while on vacation.

28.6. PAID HOLIDAYS

All Apprentices are eligible for eight hours of holiday pay at their private wage rate for the following six holidays: Memorial Day (May 30); Fourth of July; Labor Day; Thanksgiving Day; Christmas Day and New Years Day.

Because of the nature of construction operations, the Contractor to whom you are assigned may find it necessary to ask that you work on a holiday. If you are asked and agree to work on a holiday, you will be paid at the applicable premium rates.

If a recognized holiday falls during an eligible Apprentice's paid absence (such as vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

28.7. JURY DUTY

Time off for jury duty is granted to all Apprentices, in accordance with applicable law. If you are absent for jury duty, you must provide the Alliance and the employing Contractor with a copy of the subpoena, jury certificate, or court order before leave is granted, and again upon your return to work.

When you receive a notice to report for jury duty, please notify your jobsite Supervisor immediately. If you are not required to serve as a juror on a particular day, please contact your Supervisor as soon as possible to determine if you are needed by the employing Contractor to work that day.

28.8. MILITARY LEAVE

A military leave of absence will be granted to Apprentices who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The Alliance may not be required to reinstate an Apprentice after military service if the Apprentice is dishonorably discharged, or if we have experienced such changed circumstances that re-enrollment is impossible or unreasonable, or would create an undue hardship.

The Alliance will continue health insurance benefits for Apprentices engaged in military service under the same conditions as apply to other types of leaves of absence. Such benefits may terminate in accordance with the benefit plan documents. However, COBRA continuation coverage will be provided in that circumstance for up to 24 months. Apprentices taking military leave will not be required to use accrued vacation or paid time off during the leave. However, they will be permitted to use such accrued paid leave if they so request.

The Alliance will follow all state and federal military laws. Contact the President of the Alliance for more information or questions about military leave.



29. PERFORMANCE REVIEWS

From time to time we will review your performance as an Apprentice, and discuss your “on the job training” and classroom training concerns and career goals. We want to identify and discuss your strong points as well as areas that need improvement.

Twice a year during the apprenticeship program, at approximately every 1000 hours of training, you will receive performance reviews by the Alliance and employing Contractor.

Your performance will be rated by the Alliance, in its discretion, as either "excellent," "above average," "average," or "below average" or “poor”. Our performance appraisal form provides a space for you to make your own comments about your evaluation as we value your feedback

Performance reviews may be conducted more or less frequently, at any time, however, depending on the Alliance's judgment as to business needs. Additionally, the NYSDOL will conduct its own monitoring of the apprenticeship program through visits conducted twice a year.

Our goal is to ensure your success in the program. If you have any questions regarding your evaluations, please contact the President of the Alliance and/or the NYSDOL Apprenticeship Training Representative.

30. APPRENTICE ASSISTANCE PROGRAM

We recognize that it is sometimes difficult to cope successfully with the pressures that life puts on us, and that personal problems can adversely affect our ability to perform satisfactorily on the job. We have, therefore, implemented an Employee Assistance Program (EAP) to provide voluntary counseling and referral services to Apprentices who are having such problems and seek assistance. The purpose of the Employee Apprentice Program (EAP) is to provide confidential help for Apprentices of the Alliance who have personal problems which are affecting, or which may affect, work performance.

The Alliance will, based on concerns raised by your employer regarding your performance, attendance, safety and interactions with others, refer you to our EAP for counseling as a condition of continued enrollment. The EAP will not divulge personal/private information to the Alliance, but will confirm participation.

Problems may be marital, family, financial, emotional, or those associated with addictions (i.e. gambling, alcohol, drugs). The program is based on the assumption that most personal problems can be worked through successfully, especially when identified in their early stages.

If you are interested in taking advantage of this program, call The EAP at 1-800-252-4555 or 1-800-225-2527 to set an appointment, or visit their website www.theEAP.com for more information.

You should understand, however, that our Alliance has no part in the operation of the EAP. It is an independent agency, and we therefore assume no responsibility or liability for any of its acts or omissions. Additional information regarding the EAP is available from the Alliance, or visit: www.theEAP.com.

31. EMPLOYMENT & LAYOFF

Although the Alliance strives to maintain work for all of our Apprentices, there may be situations, due to extended periods of inclement weather or economic/business conditions, in which Apprentices will be “laid off”. Any Apprentice who is laid off or terminated from employment should file for NYS Unemployment Insurance. Once unemployment insurance is approved by NYS, the Apprentice is eligible for supplemental



insurance funds from the Alliance. For details on supplemental unemployment insurance claims, contact the Merit Alliance Human Resources Coordinator.

32. VOLUNTARY TERMINATION

Every company must plan its future personnel needs if it is to operate efficiently. Should you decide to leave the Alliance, please notify the Alliance at least two (2) weeks in advance of your final day of work.

On your last day worked, you must return all Alliance and/or Contractor property charged to you such as tools, books, equipment, and other items. Remember also that you must continue to protect confidential and proprietary Alliance and/or Contractor information, including trade secrets, if applicable, even after you leave the Alliance.

Before you depart, the Alliance must conduct an exit interview with you in order to ensure the appropriate authorized distribution of your benefits. The Alliance will welcome your frank opinion on how we can improve our programs.

33. WHAT WE EXPECT FROM YOU

33.1. GIVE US QUALITY WORK

The Alliance was created in an effort to help general and specialty Contractors provide quality apprenticeship training, develop a source of highly skilled, safe and productive workers, and expand their business opportunities. Our goal is to provide the highest quality training possible and ensure that each Apprentice has the opportunity to succeed. Your success depends on your motivation and commitment to do your best. On the basis of merit – Apprentices are promoted into advanced levels and to further employment.

Whenever a group of people work together, there must be standards of conduct and attendance for common guidance and efficiency. It is impossible to define in detail every standard for every circumstance, and the Alliance tries to keep rules to a necessary minimum.

33.2. PROGRESSIVE DISCIPLINE

The purpose of this policy is to state the Alliance's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The Alliance's own best interest lies in ensuring fair treatment of all Apprentices and in making certain that disciplinary actions are prompt, uniform, and impartial. The purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the Apprentice for satisfactory service in the future.

Disciplinary action may call for any of the following steps :

1. verbal COUNSELING from the employing Contractor
2. A written WARNING or REPRIMAND from the employing Contractor, copied to the Alliance
3. PROBATION – a written letter detailing the terms of the probation and return to work will be issued by the Alliance
4. SUSPENSION from work without pay (not to exceed 5 continuous working days)
5. TERMINATION FROM THE PROGRAM



6. The Alliance recognizes that there are certain types of Apprentice problems that are serious enough to justify either a suspension, or, in extreme situations, termination from the apprenticeship program, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Apprentice Conduct and Work Rules Policy includes examples of problems that may result in immediate suspension or termination of enrollment in the apprenticeship program. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most Apprentice problems can be corrected at an early stage, benefiting the Apprentice, the employing Contractor and the Alliance.

33.3. TERMINATION APPEAL

- The Alliance agrees to provide not less than five (5) days notice to an Apprentice of any proposed adverse action. If you are suspended subject to termination, or terminated, for violation of the Alliance's standards of conduct or attendance as provided in this handbook, you may request an informal conference to discuss your suspension and/or termination. Your request must be made in writing within 5 business day to the President of the Alliance, at the time you are notified of the suspension or discharge. If you fail to follow this procedure in a timely manner, it is understood that you will not contest the Alliance's action further.
- If you make a timely request for such a conference, it will be held promptly. Your immediate employing Contractor Supervisor and any other Alliance personnel deemed appropriate by the Alliance, will be present. You will remain in disciplinary status during this meeting, pending the Alliance's review and decision on your appeal. No decision on the appeal is final until approved by the Alliance President, or her representative designated for this purpose. The Alliance's decision on your enrollment status will be given to you promptly. Controversies regarding the apprenticeship program that cannot be resolved between the parties may be submitted to local NYSDOL Apprentice Training Representative for review.

33.4. BE HEALTH AND SAFETY CONSCIOUS

The Alliance is vitally interested in the health and safety of each Apprentice and all others on the jobsite, and believes that every Apprentice must commit to performing all tasks safely. The Apprentice is required to observe and obey the employing Contractor's company safety rules. You must report to your Jobsite Supervisor any condition which you believe is unsafe or unhealthy, and any on-the-job or work-related injury.

Safety practices which the Alliance and employing Contractors expect you to follow include, but are not limited to:

1. Wear hard hats, respirators, safety glasses, safety gloves, safety shoes, ear protection, and other protective clothing or devices as directed by your Supervisor.
2. Learn how to lift properly. Bend your knees and keep your back erect. Get help for heavy loads.
3. Make sure that safety guards and other protective devices are in place on power equipment when it is in operation.
4. Make certain that ladders are in good condition, placed, and secure. Have both hands free when going up or down.
5. Care for hand tools properly.



6. Always stop machinery before cleaning or maintaining it.
7. Make sure that all power tools and other electrical devices are properly grounded before using.
8. Don't take riders, speed, "hot rod," or use a vehicle for any purpose other than performing your job. Make certain you know what is behind your vehicle before backing up. Get out and look, if necessary.
9. Don't use your cell phone, ipod or other electronic devices while working
10. Don't throw or drop anything from a high place.
11. Don't leave tools, equipment, or other items where someone might trip or fall over them.
12. Pile and unpile materials carefully. Keep all work and storage areas neat, clean and orderly. Good housekeeping prevents careless accidents.
13. Use warning signs such as "Danger," "Watch Your Step," "Caution," "Working Overhead," and "Wet Paint," as needed.
14. Follow the Contractor's Hazard Communication guidelines for handling any hazardous substances in the workplace.
15. Comply with the Contractors company safety policies at all times to ensure your, and your co-workers, safety.

33.5. USE OF CELL PHONES, IPODS, and OTHER ELECTRONICS

All cell phones, iPods, and other non-business related electronics must be turned off and put away during work hours. Only authorized personnel will be allowed to use cell phones during business hours.

Authorized Apprentices that have access to a personal cell phone while in their vehicles or the company's vehicles should remember that their primary responsibility is driving safely and obeying the rules of the road and state laws. Following state laws, Apprentices are prohibited from using cell phones while driving, and should safely pull off the road and come to a complete stop before dialing or talking on the phone.

The use of personal cell phones is prohibited on the job unless authorized by the jobsite supervisor for business use. In case of emergency, Apprentices can be contacted through the office.

33.6. BE ALERT TO SECURITY

Our Contractors' job sites, premises and other facilities contain valuable machinery, equipment, furnishings, merchandise, and other property. It is important, in order to protect your job and the jobs of everyone involved with the Alliance, that all Apprentices pay close attention to the security of facilities as well as all other property of the Alliance or Contractor. Notify your Supervisor immediately if you see any suspicious or illegal activity of any kind, including the presence of strangers on any job or training sites or other Alliance premises.

33.7. KEEP US UP-TO-DATE

Up-to-date, personal information is necessary for a number of reasons, including ensuring the accurate administration of your Apprentice benefits. It is your responsibility to notify the Alliance promptly of any change in your address, email address, telephone numbers, marital status, number of dependents, beneficiary



designation, emergency contact information, or anything else that would affect your Apprentice benefits or our ability to contact you quickly.

33.8. BE AWARE OF YOUR PERSONAL APPEARANCE

Individual appearances are an important aspect of our Alliance's overall image, and each Apprentice has a responsibility to be properly dressed at all times. Your common sense should lead you to practice good personal hygiene and to wear clean and neat clothing. Consult with your jobsite supervisor for the specific guidelines regarding personal appearance on the job.

33.9. RESPECT CONFIDENTIAL INFORMATION

Any information concerning the business of the Alliance, its Contractors, subcontractors, prospective customers, suppliers or other business relationships is confidential and restricted. You may not reveal any such information except under the direction of your Supervisor or with his/her approval. If you are not sure about whether particular information is subject to this confidentiality duty, refer company inquiries to your Supervisor and/or inquiries regarding the Alliance, to the President of the Alliance.

33.10. KEEP PERSONAL VISITORS AWAY

You are not permitted to have visitors while working on the job. No one may enter a Contractors' job site, yard, locations or other facilities unless working for or conducting business with the Contractor and/or Alliance, and with the explicit approval of the Contractor. The NYSDOL is required to monitor Apprentices. The NYSDOL may, upon approval of the Alliance and employer, meet with you on the jobsite in an unrestricted area (no Personal Protective Equipment - PPE required). If you have any questions regarding NYSDOL meetings, please contact the Alliance.

33.11. CODE OF CONDUCT

To ensure orderly operations and provide the best possible work environment, the Alliance expects Apprentices to follow rules of conduct that will protect the interests and safety of the Alliance and the employing Contractor. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace.

You should be aware that there are certain major offenses which may result in an immediate penalty of suspension subject to discharge, or discharge/termination without any prior counseling. In other words, if you commit a major offense, at the Alliance's discretion, all or any part of our progressive counseling procedure may be omitted,

The following are only examples of infractions of rules that may result in disciplinary action, up to and including termination from the program:

1. Violation of a safety, fire prevention, health, or security rule, policy or practice.
2. Violation of any of the provisions of the Alliance's Drug and Alcohol Abuse Policy, as provided in this handbook.



3. Failure or refusal to carry out direction or instructions.
4. Unsatisfactory work performance.
5. Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person or damage to or loss of product, machinery, equipment, facilities, or other property of the Contractor and/or Alliance.
6. Insubordination or other disrespectful conduct toward fellow employees, supervisors, customers, visitors, or other members of the public
7. False, fraudulent, misleading or harmful statements, actions or omissions involving another Apprentice, a customer, the Alliance or relations with the Alliance; or any breach of confidentiality.
8. False, fraudulent, misleading or harmful statements, actions or omissions related to an apprenticeship application or any other information provided to or requested by the Alliance, whether oral or written; or refusal or failure to provide such information in a timely manner.
9. Unauthorized use of, removal of, theft of, or damage to the property of the Alliance, an Apprentice, Contractor or a customer.
10. Threatened or actual physical violence.
11. The use of profane or abusive language.
12. Carrying any weapon while on Alliance or Contractor business, jobsite, premises or property without authorization from the Alliance and Contractor.
13. Organized gambling; or disorderly or immoral conduct while on Alliance or Contractor premises, jobsite, training or business.
14. Falsification of timekeeping records.
15. Working “off-the-clock” and/or not properly recording time worked.
16. Accepting or engaging in any outside employment with a competitor of any Alliance Contractor; or conducting or attempting to conduct any outside business while on the Alliance's and/or Contractor’s premises or business.
17. Chronic, habitual, or excessive lateness or absenteeism of any type, early departure from work, and/or other violation of the Alliance's Attendance & Punctuality policy as provided in this handbook.
18. Harassment of another worker of a sexual nature or otherwise, including but not limited to verbal or physical conduct, or unwelcome advances with regard to or on the basis of race, color, religion, creed, age, sex, national origin or disability, or any other protected class.

33.12. ATTENDANCE AND PUNCTUALITY

To maintain a productive work environment, the Alliance expects Apprentices to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the employing Contractor.



In the rare instances when Apprentices cannot avoid being late to work or are unable to work as scheduled, they should personally notify the jobsite supervisor as soon as possible in advance of the anticipated tardiness or absence and not less than the start of the scheduled shift. If the Apprentice is calling outside of normal office hours, he/she is expected to leave a message with the Contractor's main office.

Personal issues requiring time away from work, such as doctor's appointments or other matters, should be scheduled during non-work hours when possible. If you do require time away from work, please discuss your need as soon as possible with the jobsite supervisor.

For absenteeism due to injury or illness, Apprentices may be required to provide a doctor's note indicating the reason for their absence.

If you are absent for two (2) consecutive scheduled days without notifying the employing Contractor, it is assumed that you have voluntarily abandoned your position with the company and the apprenticeship program, and you may be terminated from the program.

Poor attendance and excessive tardiness are disruptive. Either will lead to disciplinary action, up to and including termination from the program.

34. DRUG AND ALCOHOL POLICY AND TESTING

The Alliance is committed to providing a safe workplace for all of its Apprentices, Contractors, partners, customers and the public. The unlawful or improper presence or use of drugs and alcohol in the workplace conflicts with this commitment.

For these reasons, we have established this Drug and Alcohol Policy. **Violation of this policy will result in disciplinary action, up to and including discharge from the program.**

34.1. SUBSTANCE ABUSE POLICY

- No employee shall use, possess, buy, sell, distribute, or be under the influence of alcohol, illegal drugs, or any controlled substances during work hours or while utilizing a company-provided vehicle or equipment. (This policy does not apply to prescription medications taken as directed by a physician -- as long as the employee can perform the essential functions of his or her job and does not pose an unreasonable risk to health or safety).
- The Alliance puts safety first. Although many states have recently passed laws to legalize medical and recreational marijuana usage, marijuana usage for any purpose remains illegal under federal law and is a serious risk to health and safety on a construction site. The Alliance prohibits illegal drug possession, use, or impairment, including medical marijuana. The Alliance shall comply with all state and federal laws, but where they conflict, the Alliance will follow the stricter law.
- Enrollment in the apprenticeship program is conditioned upon Apprentices' compliance with this policy. Any violation will result in disciplinary action, up to and including discharge. Apprentices with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their jobsite supervisor or with the President of the Alliance without fear of reprisal.



34.2. TESTING

- 34.2.1. To help ensure a safe and healthful working environment, Apprentices will be asked to provide body substance samples (such as urine and / or blood) to determine the illicit or illegal use of drugs and alcohol. Drug and alcohol testing is random, required on a pre-assignment basis (if a test has not been administered within the past six months) and upon reasonable suspicion and/or following the Apprentice's involvement in an accident incident or injury. Refusal to submit to testing may result in disciplinary action, up to and including immediate termination from the apprenticeship program.
- 34.2.2. An Apprentice involved in any accident or injury may be required to submit to drug / alcohol testing immediately after being released from the site of the accident or injury. A refusal to submit to testing when directed will be deemed a refusal to comply with requirements, and may result in the Apprentice being subject to disciplinary action, up to and including termination from the apprenticeship program.
- 34.2.3. In light of the serious penalties associated with alcohol and controlled substance violation, if an Apprentice has a problem with alcohol or drug use, which could lead to a violation, the Apprentice must do whatever is necessary to see that a violation does not occur. As discussed in this policy, it is the Apprentice's responsibility to recognize the problem and ask for such assistance, such as using the Apprentice Assistance Program.

35. INSPECTION OF PROPERTY WHERE APPROPRIATE

In addition to testing, the Alliance reserves the right to take other appropriate and lawful actions to enforce this policy, including but not limited to, the right to inspect the Apprentice's personal property (including, but not limited to trucks, bags, tool boxes, pouches, jackets, and lunch containers, etc.) in certain circumstances, as well as company issued job boxes, tool boxes, vehicles, equipment or other company property.

35.1. TESTING AND INSPECTIONS AS A CONDITION OF EMPLOYMENT

Consent to testing and inspection is a condition of continued enrollment in the apprenticeship program. Any person who fails to sign the acknowledgement and medical consent and release forms, fails to undergo a properly requested inspection or immediate test, fails to provide a specimen in accordance with testing procedures, or leaves the testing area prior to completion of the procedure will be subject to disciplinary action, up to and including discharge from the apprenticeship program.

Copies of the Drug and Alcohol testing policy reprinted from the Apprentice Handbook will be provided to all Apprentices at the time of testing. At time of hire, all Apprentices are required to sign an acknowledgement form indicating that they have received a copy of the Handbook (which includes the Alliance's drug and alcohol testing policy) and that it is the Apprentice's responsibility to reach and comply with the stated policies. Questions concerning this policy or its administration should be directed to the President of the Alliance.

36. WORKPLACE VIOLENCE PREVENTION

The Alliance is committed to preventing workplace violence and to maintaining a safe work environment., The Alliance has adopted the following guidelines to deal with intimidation, harassment, or other threats of



(or actual) violence that may occur during the course of the apprenticeship program, including on the job training and/or related instruction.

As an Apprentice, you are protected against unlawful harassment and/or discrimination under the Equal Employment Opportunity in Apprenticeship Training Regulations, Part 600.12 – Complaint Procedure Effective as Amended December 19, 1986 (see addendum). These regulations provide you with specific information regarding filing complaints with the NY State Division of Human Rights.

- All Apprentices, employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Apprentices are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.
- Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Alliance, including all Contractor jobsites.
- Conduct that threatens, intimidates, or coerces another Apprentice, co-worker, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.
- All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your jobsite supervisor and to the President of the Alliance. This includes threats by Apprentices and co-workers, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.
- All suspicious individuals or activities should also be reported as soon as possible. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening.
- The Alliance or employing Contractor will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Alliance and/or the employing Contractor may suspend employees, either with or without pay, pending an investigation.
- Any Apprentice determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment or enrollment in the apprenticeship program.

The Alliance encourages Apprentices to bring their disputes or differences with other employees to the attention of their jobsite supervisors or any member of management before the situation escalates into potential violence. The Alliance is eager to assist in the resolution of disputes, and will not discipline Apprentices for raising such concerns.

37. RETALIATION AGAINST WHISTLEBLOWERS PROHIBITED

No officer, director, Apprentice or agent of the Alliance and/or Contractor shall take any harmful action with the intent to retaliate against any person, including interference with employment or livelihood, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any offense.



38. OUR RESPONSIBILITIES

Notwithstanding any other provision of this handbook, all management functions of the Alliance, are retained and vested exclusively with the Alliance, including but not limited to the right to exercise our judgment and discretion to take whatever action is necessary to operate the Alliance's business, protect its health, property, security, and general welfare; to reduce, contract out, sell, close down, or relocate the Alliance's operations or any part thereof; to hire, layoff, direct, discipline, discharge, or increase the efficiency of the workforce in the manner and to the degree the Alliance deems appropriate; to set the standards of productivity, performance, security, research and development; and, in general, to take whatever other actions necessary in the Alliance's discretion to administer the Alliance's operations.

The Alliance reserves the right to alter, amend, reduce or discontinue any program, policy, rule or benefit included in this handbook. The failure of the Alliance to exercise any prerogative or function in a particular way shall not be considered a waiver of the Alliance's right to exercise such prerogative or function or preclude it from exercising that prerogative or function in some other way.



APPRENTICE ACKNOWLEDGEMENT FORM

The Apprentice handbook describes important information about the Alliance, and I understand that I should consult the President or Resource Manager, regarding any questions not answered in the handbook.

I have entered into my apprenticeship relationship with the Alliance and subsequent employing Contractors voluntarily and acknowledge that there is no specified length of employment beyond the terms and conditions of the apprenticeship program. I understand that the Alliance will assign me employment with participating Contractors for the purpose of enabling me to learn the trade. I agree to the Apprenticeship Agreement Terms, as outlined on the fully executed Apprenticeship Agreement (AT 401).

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Apprentice handbook may occur. While not required, the Alliance will strive to communicate all such changes through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of the Merit Apprenticeship Alliance has the ability to adopt any revisions to the policies in this Apprentice handbook.

This Apprentice handbook refers to current benefit plans maintained by the Alliance. I agree to refer to the actual plan documents and Summary Plan Descriptions (SPD) for specific information regarding the benefit plans.

I have received a copy of the Alliance's Apprentice handbook, and I understand that it supersedes in all respects any prior handbook, policy manual, work rules, wages, benefits and practices of the Alliance. Furthermore, I acknowledge that this Apprentice handbook is not a contract of employment. I have received the Apprentice handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

APPRENTICE'S NAME (printed): _____

APPRENTICE'S SIGNATURE: _____

DATE: _____