



## GUIDELINES FOR NCCER ACCREDITED TRAINING

*Provided by the*  
**MERIT ALLIANCE CONSTRUCTION TRAINING INSTITUTE**  
NCCER Accredited Training Sponsor



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**MERIT APPRENTICESHIP ALLIANCE, INC.**    **MERIT ALLIANCE CONSTRUCTION TRAINING INSTITUTE**  
6320 FLY RD., SUITE 210A    EAST SYRACUSE NEW YORK 13057





## WELCOME TO THE MACTI & THE ALLIANCE!

It is our pleasure to welcome you to the Merit Alliance (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 on the job training, related instruction 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 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,





## NYSDOL REGISTERED APPRENTICESHIP PROGRAM RELATED INSTRUCTION

The MERIT APPRENTICESHIP ALLIANCE (Alliance) is accredited by the National Center for Construction Education and Research (NCCER) and approved by the New York State Department of Labor and Education Department as a provider of apprentice training related instruction.

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.

Alliance courses will be available to all construction workers employed by contractors who are signatory to, or affiliated with, the Alliance. The Alliance fully supports the National Center for Construction Education and Research as an industry driven, nationally recognized and standardized, portable, competency-based curriculum and a formal accreditation process.

Alliance programs, will:

Provide the trade specific and related classroom instruction designed to support on-the-job training provided to registered apprentices;

Include NYSDOL mandatory supplemental safety instruction: Standard First Aid/CPR, Sexual Harassment Prevention, OSHA Ten Hour Construction Safety Course, and Asbestos and Lead Awareness and others as deemed necessary; and

Meet or exceed New York State Department of Labor (NYSDOL) related classroom instruction requirements pursuant to Appendix B of the apprenticeship standards.

### 1. 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

Nothing in the handbook constitutes an express or implied contract of employment for you with any specific Contractor or warranties 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.

## 2. 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 certificate in your respective trade.

Apprenticeship training is just the beginning – we encourage you to further develop your skills through other training. Let the journey begin!

## 3. OUR EQUAL EMPLOYMENT POLICY

The Alliance supports and is committed to the principles of equal employment and training 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.





#### 4. 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](mailto:pmhazer@MeritAlliance.org).**

**Alternately, you may contact:**

**Carolyn Steinhauer, HR Manager**

**Cell phone: 315.278.4467 or via email: [CarolynHR@MeritAlliance.org](mailto:CarolynHR@MeritAlliance.org)**

When a complaint is registered with a 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, or her designee above, 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.

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## 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.

## 5. 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.

## 6. 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.





## 7. 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 enrollment. Please refer to your *Apprentice Handbook* for information regarding Blue Book hour submissions.

Please keep in mind that 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. The NYSDOL will often visit apprentices during the classroom time; please be sure to have your completed Blue book with available for review.

## 8. 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.

Proper maintenance and care of the training facilities is the responsibility of the students and instructor, according to the “Instructor Policies”. Prior to the beginning of class, each instructor will conduct an informal safety audit of the classroom and shop. The purpose of the audit is to ensure that the facility and equipment is in good working condition and meets all safety requirements. All deficiencies must be reported in writing to the Alliance representative.

## 9. SAFETY RULES FOR ALL RELATED INSTRUCTION & OJT TRAINING:

The Alliance and its partners are committed to providing a safe and healthy learning and working environment for all involved in our apprentice, craft, safety and management training programs. All program representatives, instructors and students will comply with all applicable federal, state, and local occupational health and safety laws. All shop, classroom and facility safety rules will be strictly enforced.

1. Appropriate clothing must be worn. When operating equipment, care must be taken to avoid entanglement or accidents by clothing, jewelry and/or hair.
2. Students may only operate hand or power tools or equipment after successfully completing the appropriate safety training.
3. All classrooms, shops, and labs must be kept free from hazards.





4. All injuries must be reported to the instructor, school administrator and/or Alliance representative, as applicable.
5. All unsafe conditions or situations must be reported immediately to the instructor and/or Alliance representative, as applicable.
6. Any student under the direct care of a physician taking prescribed drugs that may impair his/her performance must notify the instructor immediately. The instructor may limit the students' activity to maintain a safe environment.

**The following is strictly prohibited:**

1. Possession, consumption, or use of controlled substances, alcoholic beverages, or firearms while participating in training or training related activities, on or near the training facility, including parking areas.
2. Incorrect and/or dangerous operation of equipment, tools or materials.
3. Use of beepers, headsets, mobile phones and/or any other electronic equipment during class hours. Emergency communications should be directed to the facility, instructor or Alliance
4. Theft, misuse, or willful damage of property.
5. Acts of dishonesty, including cheating, falsifying correspondence or official documents.
6. Disorderly, lewd, or indecent conduct.
7. Smoking in any Alliance facility or restricted area.

**10. SAFETY AUDITS:**

Proper maintenance and care of the school/classroom/shop facilities is the responsibility of the students and instructor. Prior to the beginning of class, each instructor will conduct an informal safety audit of the classroom and shop. The purpose of the audit is to ensure that the facility and equipment is in good working condition and meets all safety requirements. All deficiencies must be reported in writing to the Alliance and facility administrator. Care should be taken to not disrupt the contents of desks and/or cabinets in the classroom or shop areas in facilities in which we share instructional space with others. Evidence of vandalism should be reported to Alliance and the facility administrator.

**11. RELATED INSTRUCTION PARTICIPATION**

Alliance apprenticeship classroom training programs are scheduled to exceed the minimum number of hours of apprentice training related instruction as defined in the New York State Department of Labor.

Courses may be scheduled as "Institutes" providing up to 9 hours of training per day for multiple days (generally scheduled for four or five weeks per year during the winter/non-construction season) or two or three days per week for the duration as required to meet the hourly mandate. Students are expected to





arrive on time and ready to work for all on the job and related instruction training in accordance with the following policies:

- Any student who arrives more than 30 minutes tardy to a 3-hour course will be deemed absent; two late arrivals of 15 minutes shall equal one absence.
- Any student who arrives more than 90 minutes tardy to an 8-hour class will be deemed absent.
- Attendance at any scheduled class, including Saturday and/or evening classes is required.

Due to emergency cancellations, an instructor may schedule additional classes as necessary. Individual course schedules may include field trips, shop classes or special activities.

### Course Completion Credits

The NCCER curricula are competency-based and include written and performance exams. Students must successfully complete both the written and hands-on exams to be credited with successful completion of the module. Certificates of completion are awarded to students who complete all course modules with a 70% or better within the trade level. The NCCER will issue a diploma for successful completion of all levels culminating the program completion.

New York State registered apprentices must ATTEND the minimum number of instructional hours required and successfully complete modules as defined in the trade level (year) of the trade program to be eligible for credit awarded by the New York State Education Department. Each NCCER module of instruction is assigned an instructional hour value that will be used to award hourly requirements under Appendix B Related Instruction Apprenticeship requirements. Final award of credit for apprentice training related instruction is at the explicit discretion of the New York State Department of Labor

### Course Grade Formulation

- Course modules require a minimum of 70% or above as a passing grade.
- Performance exams are graded pass/fail.
- The final grade is the average of all module grades submitted.
- Courses in safety or code compliance may be pass/fail courses or graded numerically with a minimum 70%, or higher at the instructor's discretion, as a passing grade.

### Testing & Evaluation

Our NCCER Policies & Procedures for the Accreditation describe our testing and evaluation, and advanced placement competency exam requirements. These policies apply to online instruction also:

- All student performance profiles and assessments must be completed in person (by the student) and proctored by a NCCER certified instructor or Performance Proctor.





- Students are required to pass all NCCER module written and performance exams for advancement.
- All exams and assessments will be maintained in a locked and secured location determined by Alliance.
- Instructors may provide re-testing opportunities for all written competency exams providing at least a 48-hour interval. The instructor may retest performance exams at his/her discretion.

The Alliance will maintain exams in a student file retained by the Alliance for 3 years. The Alliance will archive student performance and attendance records electronically for no less than five years. Students should maintain paper copies of all records for their use. All grades and performance records will be maintained in strictest confidence.

#### Online Related Instruction and Testing (effective July 2021)

The Alliance will provide students access to computers on a as needed basis at the respective course sessions for the purpose of completing course work, research and NCCER module exams. Laptops/tablets shall be used in training only and cannot be removed or borrowed for any reason. The instructor will properly assign the laptop/tablet to the apprentice for classroom use.

Access Policy: Use of laptops must be for related instruction purposes only. Accessing restricted sites, changing security settings and/or visiting social network, auction, gambling, gaming and/or pornographic websites is strictly prohibited. Violation of this policy will result in the students' immediate termination of online training options. No makeup instructional hours will be provided any student who violates the Access Policy.

#### Student Online Enrollment Policies:

Enrollment policy – All students will be provided login information to enroll in resources. All students have equal access to the media.

Instructors will develop a master list of codes and access passwords and provide the same to the Alliance.

Instructors will develop a master list of student email addresses and provided the same to the Alliance.

#### User Validation:

Multiple users using a single user registration – Students are prohibited from sharing any student their username and password. If multiple students use the same username and password, no credit will be awarded to any student.

Duplicate log-ins - students who forget their login information should contact their instructor and/or Alliance representative to retrieve their login information





### Academic Integrity

Honesty is the responsibility of each student and we believe that apprenticeship and craft training is “adult education”.

The Alliance considers cheating to be a voluntary act for which there may be many reasons, but for which there are no acceptable excuses or justifications. It is expected that all homework assignments, projects/reports, and written exams and performance profile documents, and any other work submitted for credit will be the student’s own work. Students should always take great care to ensure that their own ideas and knowledge is not fraudulently derived from sources, including, but not limited to material published in print or online or gained directly from other people.

If a student is caught cheating, it is the responsibility of the NCCER Instructor/Curriculum Proctor to immediately terminate the testing session and document the details of the situation to the Alliance. The Alliance is responsible for immediately contacting NCCER’s Audit Department and providing written documentation of the incident and will cooperate with any investigation involving potential cheating or compromises of NCCER assessments. The NCCER will investigate and may fully prosecute any violators of the applicable local and federal laws, and in accordance with the NCCER Accredited Training Sponsor Guidelines section 5.6.0 Penalties for Violation of NCCER Guidelines.

If the instructor determines that a student has cheated on a quiz, homework, or NCCER module exam, that instructor will follow the following guidelines:

- 1st offense for cheating on a quiz, homework, or module exam: The student will be issued a written reprimand and given a failing grade (o/zero) for the quiz, homework, or module exam. The student is not allowed to retake and/or resubmit the quiz and/or homework and will receive a grade of zero (o) for the assignment. The student will have one opportunity only to retest a NCCER module exam (given 48 hours between test times).
- 2nd offense for cheating on a quiz, homework, or NCCER module exam: Since the student has failed to abide by the standards of academic honesty, the instructor may prohibit a student from retesting the NCCER module written exam. The student, may at his/her discretion, appeal the decision to the Alliance. The Alliance’s decision is final.
- 3rd offense for cheating on a quiz, homework, or NCCER module exam: Since the student has failed repeatedly to abide by the standards of academic honesty, the student is subject to program termination; the Alliance’s decision is final.

### Agreement to Release Records

The Alliance provides each student the opportunity to release MERIT APPRENTICESHIP ALLIANCE and NCCER performance records, evaluations and letters of recommendation to schools, employers and parents/guardians. The student’s signature to the “Agreement to Release Records” form allows the Alliance to release records to employers or third parties. Any changes to this agreement must be made in writing.





The NCCER certified instructor shall report each module written and performance exam grade by date via the NCCER Registration of Modules, to be verified by the Alliance to be forwarded to the NCCER.

## 12. ADVANCED PLACEMENT & COMPETENCY EXAMS

### Eligibility

Advanced placement testing opportunities may be provided for students pursuing a NCCER diploma or who are enrolled in craft training as NYS registered apprentices.

The following policies apply:

- Final award of credit for apprentice training related instruction is at the explicit discretion of the New York State Department of Labor.
- All students must submit to the Alliance copies of transcripts/course history for review.
- Competency/advance placement exams will be administered by a NCCER certified instructor, who has been approved by the MERIT APPRENTICESHIP ALLIANCE.
- Advance placement exams will consist of both written and performance tests for each module of a specific trade level.

### Credit & Placement

- The student must successfully complete both the written and performance exam for each NCCER module of the trade level to be awarded NCCER credit.
- Students who complete only the written exams will not be credited for completion of the trade level and will not receive NCCER transcripts for that level until all module requirements are met.
- Prior to completion of the final level of the trade program the student must successfully complete all written and performance exams of all NCCER curricula modules to be awarded a NCCER diploma.
- Final award of hours of credit for NYS apprentice training related instruction is at the discretion of the New York State Department of Labor.

The NCCER certified instructor shall report each module written and performance exam grade by date via the NCCER Registry Registration of Modules, to be verified by the Alliance Sponsor Representative.

Apprentices who require additional class hours to meet the Department of Labor requirements for related instruction and/or who need to successfully complete NCCER or other exams due to excessive absences or other reasons, must seek approval of the additional time directly from the Alliance.

Additional instructor and/or exam fees will be charged to the student's benefits at the designated rate.





### 13. AWARDS AND RECOGNITION

The MERIT APPRENTICESHIP ALLIANCE proudly recognizes apprentices and trainees by awarding a transcript defining completion for each individual NCCER module successfully completed; a wallet card for successful completion of a full level in a trade program; and a diploma from the National Center for Construction Education and Research for completion of a complete trade program.. Additionally, the Alliance shall present the graduate with a NYSDOL Journey level certificate, as applicable.

### 14. COURSE EVALUATIONS

The Alliance is committed to excellence in training to address the employment and professional development needs of construction industry employers and employees. The Alliance strives to continuously improve the quality of all training programs. Course evaluations are critical to ensuring a quality program.

The following evaluation procedures shall apply:

- Prior to the beginning of each semester the Alliance will review with instructors the course and program objectives, goals, and policies and procedures.
- The Alliance and/or signatory contractors may conduct unannounced evaluations of the course and instructor during the semester.
- At the end of each semester each student will be required to complete an online evaluation of the instructor, program and materials. The instructor will not be present while students are completing written evaluations.
- The evaluation will be discussed with the instructor; and the instructor given the opportunity to respond. All instructor evaluations will be included in the instructor's history file and maintained in strictest confidence.
- At the end of the program year, the Alliance will consolidate the evaluations and provide a summary report to the Board who shall conduct an annual review of the program.

### 15. DISCIPLINE:

Alliance apprenticeship, craft and safety training is adult education. Self-discipline, responsibility and cooperation are valuable skills of a good employee.

All program participants, instructors, students, and Alliance representatives are expected to comply with the applicable rules, regulations, safety protocols and academic integrity policy. Any apprentice or trainee enrolled in a program provided, sponsored, or administered by the Alliance and found to have violated Alliance rules will be subject to disciplinary action, up to and including immediate dismissal/termination.





### Apprentice Grievance Procedures

The Alliance strives to provide every opportunity for success for apprentices. Every apprentice is entitled to appeal a decision by an instructor to the Alliance within the following guidelines:

Students must provide written explanation for his/her performance and request the Alliance to review grades, attendance and performance.

Students may be required to take a comprehensive practical, oral, or written exam to demonstrate knowledge and skills.

The Alliance reserves the right to approve a student's promotion into the next level.

### Probationary Status

- Upon recommendation of the Alliance an apprentice may be permitted to continue in a course on a probationary basis. Apprentices "on probation" must comply with the following:
- The student will maintain a minimum grade average of 70%; and will complete all assignments and exams;
- The student will not be absent from class; and
- Failure to comply with these policies will result in the students' dismissal from the program.

### 16. Counseling Services

Upon request, the Alliance will make every effort to coordinate professional academic counseling services provided by the public-school system and/or other public agencies. The Alliance provides apprentices with access to an Employee Assistance Program for personal assistance

## **INSTRUCTOR POLICIES**

MACTI, the educational affiliate of the Alliance, employs instructors, outlines conditions of employment and compensation and instructor expectations and responsibilities. Instructors are hired to instruct specific courses. Instructors are direct part-time employees of MACTI. MACTI provides instructors with a curriculum, text materials, class schedules, working hours, and requires timecards for payment of services.

### 1. Minimum Requirements

MACTI instructors must possess a high school diploma or GED, at least 5 years verifiable trade experience at a journey level or higher, 1 year supervisory or construction management experience or 2 years teaching experience, have successfully completed the NCCER Instructor Certification Training Program (ICTP) course and be approved by the Alliance. It is the instructor's responsibility to maintain his/her NCCER and other relevant credentials.





## 2. Instructor Recruitment

Instructors are recruited from the Alliance construction firms, educational institutions and professionals, and through public media as needed. Instructor candidates will be interviewed by the Alliance President. Preference is given for additional related trade experience, credentials as a state education department certified vocational instructor, additional applicable industry credentials, completion of NCCER craft, safety or management training programs and previous adult education experience.

## 3. Instructor Appointments

Instructor appointments are based on merit and shall be reviewed no less than annually by MACTI. MACTI appoints instructors, outlines conditions of employment and compensation, instructor expectations and responsibilities.

MACTI provides instructors with the NCCER Guidelines & Policies, curriculum, text materials, class schedules, working hours, and requires timecards for payment of services. Instructors shall submit accurate timecards reflecting hours of instruction delivered. Instructors shall only be compensated for hours of instruction provided.

Course information and related policies are emailed to instructors at the beginning of each instruction year. Alliance staff are directed to ensure that all instructors have the appropriate information and can access Alliance and NCCER resources as needed. Instructor meetings are hosted annually by MACTI.

MACTI reserves the right to cancel any program due to insufficient enrollment. No fees or wages are due instructors for canceled classes or programs.

## 4. Instructor Performance

Instructors are responsible to MACTI for professional conduct of their duties. The following outlines the instructor obligations. Instructors shall:

- Use the NCCER curricula, administer all NCCER written and performance competency exams and accurately report all student competency records (written and performance) via the NCCER Registry within 5 business days of the last class.
- Submit verified attendance rosters to MACTI, noting the date of student absence, the reason for the absence and if the class work was made up. Accurate attendance records are required by the NYSDOL to verify student compliance with apprentice training regulations.
- Not remove tools, materials, supplies or equipment from the classroom and/or shop without the explicit written permission of the MACTI.
- Incorporate online training components, based on curricula availability, into each course as applicable.
- Implement online testing via the NCCER portal (effective July 2021)





- Ensure that the classroom and shop is maintained in a clean and orderly manner.
- Communicate program schedules and status of supplemental programs to students.
- Immediately report any vandalism to MACTI.
- Immediately notify MACTI if an emergency arises and class is to be cancelled.

## 5. Professionalism

Instructors, as Alliance representatives, are expressly forbidden to initiate or sustain recruitment efforts of any student for employment with their respective companies or agencies, or on behalf of any contractor. Any instructor whose actions indicate a conflict of interest, lack of professionalism or impropriety may be immediately dismissed from employment. All instructors are required to comply with the policies and procedures as set forth in these guidelines. Any report of misconduct will be reported to MACTI for appropriate action.

- Voluntary Instructor Separation

Within 3 days of notice of separation of employment from MACTI, the instructor shall return all keys, equipment, tools, computers and resources provided by MACTI. The instructor shall identify and provide all NCCER materials, access codes and documents (including written exams, performance profiles, etc.). MACTI will compare inventory and resolve any discrepancies. The MACTI Sponsor Representative will ensure that all documents are secured.

- Involuntary Instructor Separation

No less than two representatives from MACTI staff will advise the instructor of a disciplinary action terminating employment effective immediately. At such time, MACTI will safeguard all documents, computer and online access, equipment, materials and escort the instructor from the premises. The MACTI Sponsor Representative will ensure that all documents are secured.

MACTI will provide written notice of termination and the basis for that decision. The instructor may grieve the decision based on the policy defined.

## 6. Instructor Grievances

The MACTI Board will serve as a grievance committee. Instructors must appeal any adverse decision in writing to this Board within 30 days of the adverse decision. The MACTI Board reserves the right to request a personal appearance in an effort to resolve any issue. The decision of the MACTI Board is final.

## 7. Related Instruction Contractor Input

Employers are encouraged to take an active role in promoting training, assessing programs, providing resources and enforcing MACTI policies. The Alliance fully encourages all participating employers to visit





training programs to assist in program development, assess instructor capabilities and demonstrate support of their employees.

All Alliance apprentice, craft and safety training programs are guided by the MACTI Board whose objectives are to:

- Assess the local construction industry needs for education and training and make recommendations for program development;
- Review and approve the annual training budget;
- Recruitment, evaluation and recommendation for appointment of all instructional staff;
- Identify industry sponsors to develop shop/hands-on training opportunities that reflect current industry practices;
- Monitor all training programs to recommend continual quality improvement; and
- Provide leadership in the development and expansion of training opportunities for minorities, women, veterans, and disadvantaged youth and promote careers in construction.

### Open Door Policy & Communications

The Alliance encourages and promotes an atmosphere whereby individuals can talk freely with no fear of retaliation, intimidation, harassment or judgement. Apprentices, instructors, contractors and others are encouraged to openly discuss with Alliance staff any problems, concerns or issues so that the Alliance can take appropriate action as needed.

If you have any concerns regarding Alliance apprenticeship, related instruction or safety training programs, please contact the Alliance directly. We advocate for our apprentices, contractors and firms. We can, however, only be of assistance if we are aware of a concern or issue.

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, Penny M. Hazer 315.440.8989 or via email [pmhazer@MeritAlliance.org](mailto:pmhazer@MeritAlliance.org).**

On behalf of the Merit Apprenticeship Alliance and Merit Alliance Construction Training Institute we are excited to partner with you to promote sustainable careers in construction through registered apprenticeship training.

