

STANDARDS OF APPRENTICESHIP

SPONSORED BY: SHEET METAL WORKERS JATC, TOLEDO AREA, in cooperation with the Ohio State Apprenticeship Council staff office (OSAC).

Program ID #: OH012360001

Organization Address: Street Address or P.O. Box: 27430 Crossroads Parkway
 City: Rossford State: OH Zip Code: 43460
 County: Wood

Authorized Representative: Name: Clint Dockery Position/Title: Training Coordinator
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County(ies) of Jurisdiction: Ohio: Lucas, Wood, Fulton, Williams, Defiance, Henry, Paulding, Putnam, Hancock,
 Seneca Michigan: Lenawee, Monroe

Apprenticeship Service Provider: Traci Carter

Sponsor Type: Group, Joint

Union Work-Place: Yes Union Waiver: No

Union Name and Local Number: Sheet Metal Workers Local #33

WIET Training Provider List: Yes

Employment: Number of Employers: 20 Number of Employees: 488
 Industry: NAICS #: 238220 NAICS Title: Plumbing, Heating, and Air-Conditioning Contractors



FOR THE OCCUPATION(S) OF:

RA Title	RA Trade	O*Net	Training Model	Interim Credentialing	Total # Journey workers
Sheet Metal Worker	0510	47-2211.00	HY	NA	272

CURRENT STATUS: Program Registration Status: Registered Full Revision

Transaction Type: Full Standards Update

**TOLEDO AREA SHEET METAL
APPRENTICESHIP STANDARDS FOR THE
HEATING VENTILATION & AIR CONDITIONING SHEET
METAL MECHANIC**

Prepared by

**TOLEDO AREA SHEET METAL JOINT APPRENTICESHIP
TRAINING COMMITTEE**

Representing

**SHEET METAL CONTRACTORS ASSOCIATION OF
NORTHWEST OHIO, INC.**

and

**SHEET METAL, AIR, RAIL AND
TRANSPORTATION ASSOCIATION
LOCAL UNION NO. 33- TOLEDO DISTRICT**

TOLEDO, OHIO

Cooperating Agencies

**U.S. DEPARTMENT OF LABOR, BUREAU OF APPRENTICESHIP &
TRAINING OHIO STATE APPRENTICESHIP COUNCIL**

Revised July 2023

APPRENTICESHIP STANDARDS

SECTION I- DEFINITIONS

- A. *ASSOCIATION* shall mean all employers who are members of the Sheet Metal Contractors Association of Northwest Ohio, Inc. or any other association(s) signatory to a collective bargaining agreement with the Union or the Sheet Metal Workers International Association Workers, AFL-CIO.
- B. *APPRENTICE shall* mean a person who has signed an Apprenticeship Agreement to work at and learn the trade as outlined in these Standards, which Agreement shall be registered with the Registration Agency.
- C. *APPRENTICESHIP AGREEMENT* shall mean the written Agreement between the Committee and the Apprentice, (and his parent or guardian if he is a minor), in which the terms and conditions of apprenticeship are set forth and which shall be registered with the Registration Agency.
- D. *APPRENTICESHIP COORDINATOR shall* mean the person designated by the Committee to administer the duties outlined in these Standards and/or assigned by the Committee.
- E. *APPROVING AGENCY OR REGISTRATION AGENCY* shall mean the entity legally authorized to register and monitor apprenticeship programs pursuant to state and federal criteria of safety, equity, and quality. In Ohio, this agency is the Department of Job and Family Services (ODJFS), as recognized by the US Department of Labor. ODJFS exercises the respective functions through its Apprenticeship Council staff office (OSAC).
- F. *COMMITTEE shall* mean the Toledo Area Sheet Metal Joint Apprenticeship and Training Committee as organized under these standards of Apprenticeship.
- G. *EMPLOYER* shall mean any Association, member of an Association, or any other person, firm, or corporation that employs individuals to perform work of the trade and that has a collective bargaining or contractual relationship with the Union or the Sheet Metal Workers International Association, AFL-CIO.
- H. *JOURNEY WORKER* shall mean an individual who has sufficient skill and knowledge of the trade either through formal apprenticeship or through practical on-the-job experience, to be recognized by the registration agency and/or an industry as being fully qualified to perform the work of the trade.

- I. *JURISDICTION* shall mean any and/or all territory covered by the Unions charter and/or applicable collective bargaining agreements.
- J. *PROGRESSION STEP* shall mean an identifiable stage in an apprentice's program participation. A progression step is defined by measurable success in skill attainment and/or program activities, and one or more step(s) shall correlate with each pay increase listed in the required wage schedule.
- K. *OHIO STATE APPRENTICESHIP COUNCIL* is the appointed body authorized by the US Department of Labor to advise and consult on state policies concerning Registered Apprenticeship.
- L. *OJT* shall mean On-the-Job training that is conducted pursuant to Registered Apprenticeship program standards approved by OSAC.
- M. *OSAC* shall mean the Ohio State Apprenticeship Council and/or its staff office.
- N. *REGISTERED APPRENTICESHIP PROGRAM* is a program that combines on-the-job training (OJT) and related instruction (RI) under program standards that are approved by OSAC, and that adequately complies, as determined by OSAC, with the requirements of Ohio Administrative Code (OAC) 5101:11.
- O. *RELATED INSTRUCTION* shall mean classroom and manipulative training to reinforce the on-the-job training that is delivered primarily in a written and/or verbal format, pursuant to Registered Apprenticeship program standards approved by OSAC.
- P. *REGISTRATION AGENCY shall* mean the Ohio State Apprenticeship Council, recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.
- Q. *SPONSOR* is the entity that operates a Registered Apprenticeship program and is responsible for the program's compliance with apprenticeship rules under OAC 5101:11. This entity may be either an individual sponsor (one employer and/or a union representing its employees) or a group sponsor (comprising multiple employers, acting collectively through a union or association with which they are affiliated. In both cases, the sponsor is also characterized either as "joint" (consisting of a committee with equal membership from labor and management) or "non-joint" (not involving such a committee).

- R. *SPONSOR'S AUTHORIZED REPRESENTATIVE* is the person designated by a sponsor to represent it for all legal purposes affecting its program and to be its main point of contact for OSAC, and who is recognized by OSAC to be serving in those capacities.
- S. *STAFF OFFICE* is the unit that staffs the Ohio State Apprenticeship Council and carries out the functions of the State Approving Agency for Registered Apprenticeship in Ohio. This office is housed in the Ohio Department of Job and Family Services (ODJFS).
- T. *STANDARDS OF APPRENTICESHIP* is an operating plan that describes a training program in terms that conform to the laws and regulations for Registered Apprenticeship; an example being the present document along with any required attachments.
- U. *TRADE* shall mean all work customarily performed by sheet metal workers, including all work provided for in: (a) the charter grant issued by the A.F.L. to the Sheet Metal Workers International Association; (b) trade decisions and final decisions of the jurisdictional dispute settling plan of the Building and Construction Trades Department of the A.F.L.-C.I.O, and (c) collective bargaining agreements/contractual relationship with the Union or the Sheet Metal Workers International Association, AFL-CIO.
- V. *UNION* shall mean Sheet Metal, Air, Rail and Transportation Workers.
- W. *WORK PROCESSES* shall mean tasks learned on-the-job in which the apprentice must be proficient before a completion certificate is granted.

SECTION II- JOINT APPRENTICESHIP COMMITTEE

- A. The Committee shall be composed of equal number of Union and employer representatives.
- B. Members of the Committee shall be selected by the groups they represent.
- C. The Committee shall select from its membership a Chairman, Vice Chairman, and a Secretary.
- D. All members of the Committee shall *have* the right of voice and vote on all matters coming before the Committee.
- E. The date, time and place of regular meetings of the Committee shall be determined by the Committee.
- F. Two (2) members from the employers and two (2) members from the Union shall be necessary to establish a quorum for an official meeting of the Committee, and neither side shall cast more ballots than the other.
 - 1. No meeting shall be considered official unless both groups are represented.
 - 2. Upon protest from any individual committee member, a vote shall be postponed until the following regular meeting.

SECTION III- DUTIES OF THE JOINT APPRENTICESHIP COMMITTEE

The Committee is vested with the authority to set up an Apprenticeship Program and to regulate, supervise, and control all matters relating to the apprenticeship of sheet metal workers and to be the sole agency within the jurisdiction of the sponsoring groups governing apprenticeship matters. These duties shall include, but not be limited to:

- A. Determining the need for apprentices in the locality with due consideration to the present and future employment needs of the trade and the number of employers who can provide facilities for the necessary on-the-job training.
- B. Developing, implementing and administering a program or programs that seek to fulfill the objectives of the School-to-Work Opportunities Act of 1994.
- C. Establishing minimum entry requirements for the Apprenticeship Program and passing on the eligibility of persons applying for Apprenticeship Program including arranging for and/or administering substance (drug/alcohol) tests and tests for determining the applicant's ability in manipulative skill and technical knowledge of the trade.
- D. Screening and selecting qualified applicants for apprenticeship
- E. Indenturing Apprentices under these Standards and preparing and signing Apprenticeship Agreements between the Apprentice and the Committee.
- F. Establishing minimum standards (quality and quantity) of related instruction and work processes required of apprentices and to passing on the qualifications and progress of apprentices.
- G. Determining the adequacy of an employer to give proper training.
- H. Determining the ability of individuals (applicants, apprentices, and, instructors) to perform the essential functions of the trade with or without reasonable accommodation and without posing a direct threat to the safety or health of the individual or others by:
 - 1. Requiring individuals to submit medical documentation;
 - 2. Requiring individuals to take the test(s) deemed necessary by the Committee, including aptitude and substance (drug/alcohol) tests;
 - 3. Requiring individuals to submit to lawful medical examinations.
- I. Making and enforcing reasonable rules and regulations governing the conduct of applicants and apprentices including rules and regulations concerning substance (drug/alcohol) testing.
- J. Arranging tests for determining the Apprentice's progress in related instruction and work processes.
- K. Advising Apprentices on the great need for preventing accidents, giving instructions with respect to safe construction and emphasizing that accident prevention is largely a matter of education, vigilance, and cooperation and apprentices should conduct themselves and handle their work so as to ensure their safety and that of fellow workers.
- L. Informing Apprentices that the Apprenticeship Agreement executed between an Apprentice and the Committee does not obligate the Committee to actually employ the Apprentice but does obligate the Committee to see that the Apprentice is trained by an employer.
- M. Hearing and adjusting all complaints, by and against an apprentice, of violation of The Apprenticeship Agreement.

- N. Keeping and maintaining minutes of all meetings of the Committee and a record of each Apprentice, showing his education, experience and progress in learning the trade.
- O. Making periodic progress reports of the Apprenticeship Program to the Association and the Union.
- P. Registering all Apprentices with the registration agency and notifying the registration agency of all terminations, cancellations, and completions of Apprenticeship Agreements.
- Q. Certifying to the registration agency the names of apprentices who successfully complete their apprenticeship and recommending issuance of Certificates of Completion.
- R. Making all arrangements for and paying all cost(s) associated with any program(s) honoring apprentices who successfully complete their apprenticeship.
- S. Employing an Apprenticeship Coordinator who shall administer the Apprenticeship Program under the direction of the Committee.
- T. Approving the hiring of and/or the disciplining and/or discharging of any and all instructors.
- U. Making, enforcing, and supervising Scholarship Loan Agreements.
- V. Being responsible in general for the successful operation of the Apprenticeship Program by performing the duties here listed, making and enforcing reasonable rules and regulations governing the conduct of Apprentices and administrative procedure(s) as may be required, by cooperating with public and private agencies who can be of assistance, by obtaining publicity in order to develop the support of the public in apprenticeship, and by keeping in constant touch with all parties concerned - apprentices, employers and journeymen.

SECTION IV- QUALIFICATIONS OF APPLICANTS FOR APPRENTICESHIP

A. Age

1. All Applicants shall be at least 17 years of age and older.

B. Education

1. Applicants shall be high school graduates or provide proof of equivalent education attainment through such means as an official report of successful results on the G.E.D. (General Education Development test).

C. Ability

1. All applicants shall have a pronounced aptitude and interest in the trade, which will be tested via the Differential Aptitude Test. The test will be administered by a official 3rd party. Any applicant who receives a score of at least 25% will advance to the interview.
2. All Applicants and apprentices shall be able to perform the essential functions of the trade with or without reasonable accommodation and without posing a direct threat to the safety or health of the individual or others, evidenced by a written certificate from a qualified doctor of medicine.

3. All applicants must be a US Citizen or legally eligible to work in the United States of America.
4. All applicants must have and maintain a valid driver's license.

SECTION V APPRENTICE APPLICATION PROCEDURES

- A. In September and March of each year, notices of the time and place where applications will be accepted shall be forwarded to schools, the Ohio Department of Job and Family Services, the Bureau of Apprenticeship and Training, construction contractors, and the NAACP. Also, ads shall be placed in local newspapers within our jurisdiction.
- B. Apprenticeship applications will be taken in person throughout the year by scheduling an appointment. Please call (419873-9963 ext.301). Apprenticeship applications are also available on the JATC's website at <https://sheetmetaltraining.org/training-centers/toledo-training-center/> and can be filled out online and submitted electronically at any time. Apprenticeship applications may also be available at Job Fairs that are attended by representatives of the JATC. An Application obtained at a Job Fair can be submitted at the Job Fair.
- C. Each Applicant will be required to remit the non-refundable application fee established by the Committee at the time of application. An application will not be accepted unless it is accompanied by the application fee.
- D. The JATC will use an approved apprenticeship form, which will be furnished to each applicant either in-person or online, who will complete, sign, and return the form and return the form to the JATC either in-person at a Job Fair or on the 4th Tuesday of the month or online. Following submission of the application, the applicant will be furnished with information regarding the examination. The form, at a minimum, consists of:
 1. Application for admission into the apprenticeship program;
 2. Requirements for admission into the apprenticeship program and prime responsibilities of applicants after acceptance into the program as probationary apprentices;
 3. Space for recording the name of the applicant, and the date the form was completed and received by the JATC and other pertinent information.
- E. The Committee shall maintain on file for each applicant, a copy of the application forms for a period of not less than five (5) years from date of final disposition.
- F. Applicants will be required to take the Differential Aptitude Test (DAT) designated by the Committee and administered by a 3rd party. Students must achieve the required minimum score of 25% in order to advance to an interview.
 1. A score equivalent to but not less than 25% must be achieved in order to complete the selection process.
 2. An applicant who fails to achieve the required score on any required aptitude test shall not be eligible to reapply for 120 days from the time the applicant is notified that his/her

application is no longer being considered.

- G. An applicant that successfully meets the requirements as outlined in paragraph F above shall also be required to participate in a structured interview conducted by the Committee or a subcommittee appointed by the Committee. All applicants will be asked the same questions. Interviewers will record the general nature of the responses and score them according to predetermined criteria.
1. Applicants shall be notified by email at the time and place to appear for an interview with the Committee or subcommittee.
 2. At the time of the interview, each applicant will be rated by each Committee member or subcommittee member on the Apprenticeship Applicant Evaluation Sheet.
 3. The final rating shall be a numerical average of the individual Committee or subcommittee member ratings.
 4. Applicants who fail to appear for the oral interview shall not receive further consideration for the current selection process, and will not be eligible to reapply to the Apprenticeship Program for twelve (12) months from the time the applicant is notified that his/her application is no longer being considered.
- H. An applicant must successfully complete the oral interview.
1. A minimum score of 21% will be required for placement on the Eligibility List. The Eligibility List is ordered by score, so the higher score, the higher placement on the list and better chance of acceptance into the Program as an apprentice.
 2. Any applicant who fails to achieve the required number of points on the oral interview shall not receive further consideration for the current selection process, and shall not be eligible to apply to the Apprenticeship Program for twelve (12) months from the time the applicant is notified that his/her application is no longer being considered.
- I. At the time of the interview, the applicant shall submit to the Committee a valid driver's license, and a copy of their birth certificate, high school transcript or an official report of G.E.D. test results, documents necessary for verifying previous experience, and medical documentation.
1. **APPLICANTS FOR APPRENTICESHIP WILL NOT BE CONSIDERED UNLESS THE RECORDS OUTLINED IN PARAGRAPH ABOVE ARE RECEIVED WITHIN SEVEN BUSINESS DAYS OF THE SCHEDULED INTERVIEW.**
- J. Upon being conditionally accepted for the Apprenticeship Program but before beginning the Program, each applicant will be required to:
1. Provide the Committee with recent medical documentation evidencing: (a) that the medical professional has reviewed the essential functions of the trade, (b) that the employee is able to perform the essential functions of the trade with or without accommodation, (c) any accommodation(s) that would be necessary to allow the individual to perform the essential functions of the trade without posing a direct threat to the health or safety of the individual or others.
 - a. The cost of providing this medical documentation shall be borne by the applicant.
 - b. The individual will not be required to disclose whether the individual suffers from any

disability and/or the nature or severity of any such disability, except to the extent it is necessary to identify an effective accommodation.

2. Provide the Committee with a recent certificate from a laboratory approved by the Committee evidencing that the applicant does not have prohibited substances (drugs or alcohol) in his body in a concentration higher than the cutoff levels established by the Committee.
 - a. Applicant shall use the Approved JATC Test Facility (currently Reliable Drug Testing Clinic). The test is free to all incoming apprentices.
 - b. If an applicant questions the results, they can submit for a retest at the same facility at their own cost.
- K. Applicants formally accepted for the Apprenticeship Program shall be required to sign and comply with all documents required by the Committee during the term of the apprenticeship, including the Apprenticeship Agreements and the Scholarship Loan Agreements required by the Committee.
 1. Failure to sign these Agreements and documents will result in the Applicant's application for admission into the Apprenticeship Program being denied.
- L. Applicants will be placed on the eligibility list in order of their total score (see page 37), which includes the score from the approved examination and interview. (i.e. high grade being number one on the list, and following in sequential descending order, in the event of a tie the Applicant that has been on the list longer will be placed higher.)
- M. Qualified Applicants will remain on the eligibility list for a period of 24 months from the date of interview, unless they decline an offer, request to be removed from the list, or fail to qualify on applicable post-selection requirements.
- N. The eligibility list will be updated each time new applicants complete the application/interview process with scores of newly qualified applicants, scores will base your ranking on the eligibility list. i.e. (the eligibility list is always changing)
- O. Applicants waiting to be assigned may request their status on the eligibility list.
- P. Applicants may apply for re-testing after a period of not less than 120 days. In the event the applicant is re-tested, the applicant will be re-placed on the eligibility list, as described in Paragraph L above) using the new examination score and the former interview score.
- Q. All Apprentices designated to Contractors will be notified by SMS, or email. The letter will state that they will be dropped from the eligibility list if they do not contact the contractor and JATC within three (3) working days from the date of receiving a receipt of notification to accept the placement or request that the apprentice be sent back to the JATC.
- R. The Contractor has thirty (30) days to hire an Apprentice or send them back to the JATC. If the Contractor returns the Apprentice because he/she failed to meet a clean criminal background requirement set by a Project Owner or General Contractor for the job to which the Apprentice is sent, the Contractor can request another Apprentice. The Apprentice that is returned will be placed at the top of the out-of-work list rather than the Applicant list.
- S. When Applicants are placed into the program and sent out to the Contractors to be employed as Apprentices, the second Apprentice is not eligible to enter the program until the first Apprentice has been assigned a starting date by his/her Contractor, unless the Contractor

provides proof that it needs an Apprentice with a clean criminal background to perform the work required of the Apprentice and the first Apprentice does not have a clean criminal background. If an Apprentice is not sent out because he/she does not meet the clean criminal background requirement for that particular assignment, the Apprentice will be sent out to the next requesting contractor. This procedure is followed throughout the placement process.

SECTION VI ALTERNATIVE SELECTION METHODS

A. *Jobs Corp.-Direct Entry.* Job Corps graduates may receive direct entry into the Apprenticeship Program in accordance with the criteria set forth in the U.S. Department of Labor, Bureau of Apprenticeship and Training Circular 74-5, dated December 14, 1973, so long as they meet the requirements set forth in Section IV.

1. Entry into the Apprenticeship Program pursuant to this provision may occur during the times that the application period is closed.
2. Such individuals shall be evaluated by the Committee and indentured at the appropriate period of apprenticeship based upon previous work experience and related training.

B. *Organizational Efforts-Direct Entry.* Certain individuals who become members of the Union solely through an organizing effort but are lacking journey worker skills may receive direct entry into the Apprenticeship Program in accordance with the criteria set forth in the U.S. Department of Labor, Bureau of Apprenticeship and Training Circular 79-36, dated August 22, 1979, so long as they meet the requirements set forth in Section IV and are in the class of persons in either (B)(2) or (3) below.

1. Entry into the Apprenticeship Program pursuant to this provision may occur during the times that the application period is closed.
2. An Employee of a non-signatory Contractor, not qualifying as a Journey worker when the contractor becomes signatory, shall be evaluated by the JATC and indentured at the appropriate period of apprenticeship based upon previous work experience and related training. These individuals will receive equal consideration without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, age, or disability and placed directly into the apprenticeship program.
3. An individual, who signs an authorization card during an organizing effort, wherein over fifty-one percent (51%) of the employees have signed authorization cards, whether or not the contractor becomes signatory, not qualifying as a journey worker, shall be evaluated by the JATC and indentured at the appropriate period of apprenticeship based upon previous work experience and related training. These individuals will receive equal consideration without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, age, or disability, and placed directly into the apprenticeship program. For such applicants to be considered, they must:
 - a. Be employed in the JATC's jurisdiction when the authorization card was signed.
 - b. Have been employed by the employer before the organizational effort commenced.
 - c. Have been offered the opportunity to sign authorization cards and be evaluated along with all other employees of the employer; and provide reliable documentation to the

JATC to show they were an employee performing Sheet Metal work prior to signing the authorization card.

4. An individual who is or who has worked for a signatory or non-signatory employer and who, of his/her own choosing, solicits membership as a journey worker and does not qualify as a journey worker, will be evaluated in accordance with the procedures for granting credit for previous experience and indentured by the JATC at the appropriate period of apprenticeship based on previous work experience and related training. Any employee not eligible for receipt of credit must make application in accordance with the normal application procedures. Entry into the program through this method shall be done without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, age, or disability.
5. Acceptance of these individuals shall be without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, age, or disability and all individuals shall, receive equal consideration. Acceptance shall also be without regard to present minimum qualifications, eligibility list, or the necessity of passing written apprenticeship entrance tests. Workers who do not qualify for credit for previous experience shall not be eligible for placement in the apprenticeship program in this manner.
6. This procedure conforms to the following model, as defined by OAC paragraph 5101:11-4-01(C): Selection by means of an alternative method that does not involve an eligibility pool or limit applications to existing employees.

SECTION VII TRANSFER OF APPRENTICESHIP

- A. In order to transfer an apprenticeship agreement between two local Sheet Metal JATC's registered apprenticeship programs, the following requirements must be met:
 1. The Apprentice must submit a written request for transfer, describing detail the needs and reasons upon which the request is based;
 2. The Apprentice's sponsoring JATC must agree to the transfer;
 3. The receiving JATC must agree to accept the transfer;
 4. The two Sheet Metal Workers Local Unions must agree to the transfer;
 5. The receiving JATC shall have complete access to all apprenticeship records pertaining to the transferring apprentice;
 6. Upon being accepted by the receiving JATC, the Apprentice's existing apprenticeship shall be terminated;
 7. Indenture proceedings shall be initiated with the receiving JATC and the appropriate Registration Agency. The Registration Agency will be provided with all documentation necessary and/or required to verify that the transfer is justifiable.
 8. Apprentices accepted for transfer will be given full credit for on-the job training experience and related instruction successfully completed while indentured in a Sheet Metal Workers International Association apprenticeship program.
 9. The transferring apprentice must:

- a. Complete an application, accurately responding to all questions;
 - b. Provide the receiving JATC official documentation pertaining to their participation in the apprenticeship program that they are transferring from. An official copy of all records established with the sponsoring JATC (including a copy of the application form and the apprenticeship agreement properly registered with the Registration Agency) and other information submitted shall be provided to the receiving JATC. The receiving JATC will examine all documentation submitted before granting permission to transfer. All such records shall become part of the receiving JATC's permanent files.
10. Acceptance of these individuals shall be without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, age, or disability and all individuals shall, receive equal consideration.

SECTION VIII AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

- A. Equal Opportunity Pledge. The JATC will not discriminate against applicants for apprenticeship or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The JATC will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 20 of the Code of Federal Regulations, Part 30.
- B. The Committee shall take affirmative action to provide equal opportunity in Apprenticeship and shall operate this Apprenticeship Program as required under applicable law and lawful regulations issued thereunder.
 - a. Applications for apprenticeship will be taken at one central point. Blank application forms must not be taken from the office.
 - b. Notices of the time and place applications, including the days upon which applications will be taken, will be accepted shall be forwarded to schools, Ohio Department of Job and Family Services, Bureau of Apprenticeship & Training, employers, and minority organizations.
- C. The Committee has a strict policy against harassment of any individual by anyone, including other apprentices, employees, supervisors, and visitors because of an individual's race, color, creed, national origin, religion, age, sex, and/or disability. In general, harassment includes creating an intimidating, hostile, or offensive working environment by conduct or comments because of an individual's race, color, creed, national origin, religion, age, and disability. In general, sexual harassment includes making unwelcome sexual advances; requests for sexual favors and/or creating an intimidating, hostile, or offensive working environment by sexually related conduct or comments. Sexual harassment of any kind will not be tolerated.

SECTION VIII APPRENTICESHIP AGREEMENT

- A. The Apprentice (and if a minor, their parent or guardian) shall sign an Apprenticeship Agreement, which shall, also, be signed by the Committee and registered with the registration agency.
 - 1. Every Apprentice, and their parent or guardian, entering into an Agreement shall be given an opportunity to read these Standards.

- B. Every Apprenticeship Agreement shall contain a special clause making the terms and conditions of the Standards of Apprenticeship a part of the Apprenticeship Agreement.
- C. The Apprenticeship Agreement does not obligate the Committee to actually employ the Apprentice, but to use its best efforts to keep the Apprentice continually employed.
- D. The Apprentice by signing the Apprenticeship Agreement agrees to all of the terms and conditions of the Apprenticeship Standards, to abide by the Committees rules and all amendments thereto, and to assume the following duties and responsibilities:
 - 1. To perform diligently and faithfully the work of the trade and other pertinent duties assigned by the Committee and the employer in accordance with the provisions of the Apprenticeship Standards.
 - 2. To protect the property of the employer and abide by the working rules and regulations of the employer, Union, and Committee.
 - 3. To attend regularly and complete satisfactorily all work processes and related instruction.
 - 4. To keep, maintain, and make available all records required by the Committee for five years.
 - 5. To develop safe work habits and to conduct himself in such a manner as to ensure their own safety and the safety of others.
 - 6. To take all test(s) deemed necessary by the Committee, including aptitude and substance (drug/alcohol) tests.
 - 7. To comply with all rules and regulations governing the conduct of applicants and apprentices including rules and regulations concerning substance (drug/alcohol) testing.
 - 8. To pay all training fees established by the Committee.
 - 9. To comply with all Scholarship Loan Agreements signed by them.
- E. The following shall receive copies of the registered Apprenticeship Agreement:
 - 1. The apprentice
 - 2. The employer
 - 3. The Committee
 - 4. Bureau of Apprenticeship & Training (B.A.T.)
 - 5. Ohio State Apprenticeship Council

SECTION IX TERM OF APPRENTICESHIP

- A. The term of Apprenticeship, including the probationary period, shall be 6400 hours of reasonably continuous employment over approximately four (4) calendar years. Additionally, a minimum of 800 hours of related instruction is to be completed within that same four-year term.
 - 1. The program may require more than four (4) years to complete in view of possible employment lapses and/or failure(s) of related and supplemental instruction classes and/or approved leave of absence(s).
 - 2. Time spent in related instruction classes shall not be considered as hours of work.
- B. For the purpose of advancement, the four (4) years shall be divided into four (4) periods of twelve (12) months each.
 - 1. Each apprentice must make a good faith effort towards advancement.
- C. The first-year Apprentice shall be on a twelve (12) month probationary period not to exceed 2000 hours.
 - 1. During this probationary period, the Apprenticeship Agreement may be cancelled (terminated) without cause by either party by notifying the other, but due notice shall be given the Committee.
 - 2. After completion of the probationary period, the Apprenticeship Agreement may be cancelled (terminated) by the Committee for cause deemed adequate.
- D. A leave of absence may be granted only by written approval of the Committee.
 - 1. The leave of absence shall be in writing, in duplicate, and signed by the Committee and the Apprentice.
 - 2. The Committee may require medical certification to support a request for a leave of absence for medical reasons.
 - 3. The Committee may require that any missed work experience (process) and/or related instruction be made up as a condition of granting a leave of absence.
- E. The Committee shall notify the registration agency of all cancellations, completions, and suspensions.

SECTION X CREDIT FOR PREVIOUS EXPERIENCE

- A. Applicants for Apprenticeship who may have had previous experience in the trade comparable to any they would have received under this program shall have such experience evaluated by the Committee and may be granted advance standing.
- B. The decision shall be based on fair and equitable criteria, using objective methods to assess the individual's work history, previous learning, and/or present skills. Those criteria and methods will be as follows: (1) An Apprentice showing documentation (letter of verification from Employer, pay stubs, W-2, etc.) from a previous Employer of hours worked in the occupation of Sheet Metal Worker, will be awarded the applicable advanced credit of OJT hours; (2) An Apprentice providing documentation of transcripts or certifications from a previous training/education provider that has completed classroom activity with a grade of

“C” or better in courses directly related to those approved within the Apprenticeship Program will be awarded with the applicable RI hours.

- C. Apprentices who are granted advanced standing in their apprenticeship on the recommendation of the Committee shall be paid the wage rate of the period to which they are advanced.
- D. Regardless of the period of apprenticeship that the advanced standing places the Apprentice, it is mandatory that each Apprentice satisfactorily completes all further required on-the-job training and related instruction in order to be eligible for a certificate of completion.
- E. An Apprentice may receive up to 4400 hours of credit for OJT and up to 100% of hours for RI. The sponsor will submit each credit award for approval at the time of the recipient’s registration, by filing, in the format and manner prescribed by OSAC, a completed credit voucher, plus documentation of all test results, work, and/or training on which credit is based. Upon enrollment, each recipient will be assigned to the level of training and wages for which credit qualifies him/her.
- F. Organized members without related instruction documentation may have the ability to take a diagnostic test, approved by the Ohio State Apprenticeship Council, as an option for receiving advanced credit for related technical instruction. There are three tests available to receive advanced credit. These three tests are the final exam for the 1st year, 2nd year, and 3rd year apprentice. Each test is the equivalent to 210 hours of related technical instruction. Selected applicants must achieve a score of 70% in order to pass each test and receive credit toward related instruction. A maximum of 480 hours of credit towards related instruction may be awarded. As a prerequisite to taking the second and third final exam, the apprentice must pass the previous final exam with a 70% or better.
- G. The Committee will determine the amount of OJT hours to award the individual based on previous employment and experience.

SECTION XI NUMBER OF APPRENTICES TO BE EMPLOYED

- A. The ratio of apprentices to journey workers shall be one apprentice for each two journeymen regularly employed. See Article VI, Section 4 of the collective bargaining agreement, which is attached as Appendix A. The ratio shall govern the consideration and granting of apprentices by the Committee.

Jobsite Apprentice Manning Table

1 Journeyman – 1 Apprentice
2 Journeyman – 1 Apprentice
3 Journeyman – 2 Apprentice
4 Journeyman – 2 Apprentice
5 Journeyman – 3 Apprentice
6 Journeyman – 3 Apprentice
7 Journeyman – 4 Apprentice
8 Journeyman – 4 Apprentice
9 Journeyman – 5 Apprentice

Maintaining a two (2) to one (1) apprentice ratio thereafter.

- B. The hiring and layoff of Apprentices shall be determined by the Committee in accordance with the following

- a. The Committee shall determine and allocate the number of Apprentices to each Employer. Requests for Apprentices shall be directed to the Toledo District, Local Union No. 33 office of the Sheet Metal Apprenticeship office. No Apprentice shall solicit his or her own work.
- b. Contractors can lay-off any year Apprentice due to lack of work or solely based on their work performance.
- C. If an Employer is experiencing a temporary slowdown in work and does not want to lose any Apprentices in its employment, the Employer may rotate work among Apprentices so that time lost is shared equally by all Apprentices.
- D. If an Apprentice is laid off and the work load increases, the Employer may recall and get an Apprentice back providing the Apprentice has not already been assigned to another Employer.

SECTION XII APPRENTICE WAGES AND WORKING HOURS

7

- A. Apprentices shall be paid a progressively increasing schedule of wages, based upon established rates for Journey workers as set forth in the applicable collective bargaining agreement.
 - 1. Current journey workers rates can be found in the collective bargaining agreement attached as Appendix A. The current Apprentice percentages and rates can also be found in the collective bargaining agreement attached as Appendix A.
- B. A total of 1600 work hours shall be required for advancement to the next year and 6400 work hours shall be required for advancement to journey worker status, which must be substantiated by Health and Welfare Fund record or work records.
- C. Upon completion of all requirements of the Apprenticeship Program, Apprentices shall be advanced to the journey worker's classification and shall receive the journey worker's rate of pay.
- D. The hours of work for the Apprentice shall be the same as those of the journey worker in the trade.

Occupation(s):	Sheet Metal Worker		
Steps	Total Hours in Step Period	Dollars Per Hour	% of Journey Wage
1	1600	=	50%
2	1600	=	60%
3	1600	=	70%
4	1600	=	80%
	Journey Wage:	\$38.62	100%

Wage Schedule Start Date: 7/1/2023

Wages paid during RI: No

SECTION XIII WORK PROCESSES

- A. During the term of Apprenticeship, the Apprentice shall be given such instruction and experience in all branches of his trade, including the preparation of materials as is necessary to develop a practical and skilled craftsman. They shall also be given training in safety and on all machinery, materials and substitutes that may be installed in the shop or on the job during their term of apprenticeship.
- B. The Committee will endeavor to see that Employers are able to provide experience and training in accordance with these standards
 - 1. Where it is impossible for one (1) employer to provide the diversity of experience necessary to give the apprentice training and experience in the various branches of the trade, or where the employer's business is of such character as not to permit reasonable continuous employment over the entire period of apprenticeship, the Committee may arrange to transfer the Apprentice to another Employer, who shall assume all the terms and conditions of these Standards.
- C. In case of failure on the part of any Apprentice to fulfill their obligation as to work processes, the Committee may discipline the Apprentice and the Employer hereby agrees to carry out the instructions of the Committee in this respect.
 - 1. If an Apprentice is ill, or for any other good reason is unable to attend work, **they** must notify the Employer stating the reason for their absence.
 - 2. An Apprentice who misses more than two (2) scheduled workdays in a rolling three (3) month period, will have to appear before the Committee or Training Coordinator to explain and justify the absences. Any three (3) absences in a rolling three (3) month period without cause acceptable to the Committee is grounds for termination from the Apprenticeship Program.
 - 3. An Apprentice who is tardy on more than two (2) scheduled workdays in a rolling three (3) month period, will have to appear before the Committee or Training Coordinator's to explain and justify the tardiness. Any three (3) tardies in a rolling three (3) month period without cause acceptable to the Committee is grounds for termination from the Apprenticeship Program.
- D. An apprentice who misrepresents himself to any Employer as being a journey worker, without the Employer knowing that they are an Apprentice, will be penalized by the Committee.
- E. No Apprentice shall tell their Employer that they are entitled to more than their scale of wages.
- F. No Apprentice shall be allowed to transfer from one Employer to another without the express consent by the Committee or Training Coordinator
- G. An Apprentice will not be allowed to work for any Employer who does not comply with the Apprenticeship Standards.
- H. Each Apprentice will purchase tools as they are needed on the job. They must purchase these

tools on a scheduled basis so that they have a complete set of tools before the completion of their apprenticeship. These tools will be required before the Committee accepts an Apprentice for final examination.

- I. The major processes in which the Apprentice shall be trained are contained in the following work schedule:

HEATING, VENTILATION & AIR CONDITIONING SHEET METAL WORK PROCESS SCHEDULE				
WORK PROCESS				HOURS
<u>Sheet Metal Layout</u>				
Duct Work Square	Skylights	Heavy Iron	Louvers	600
Duct Work Round	All Metal Roofing	Hoods	Slips	
Casings & Plenums				
<u>Shear Operation</u>				
Power Shear	Power Utilization of Materials			200
Safety Precautions				
<u>Brake Operations</u>				
Hand Brake	Power Brake		Cornice Brake	200
Box & Pan Brake				
<u>Assembly</u>				
Duct Work Square	Cornices	Slips	All Metal Roofing	1000
Duct Work Round	Acoustical Lining	Angels	Louvers	
Companion Angels	Flashing & Gravel Stops	Dampers	Skylights	
Casing & Plenums	Turning Vanes	Hoods		
<u>Welding and Soldering</u>				
	Electric		Soldering	150
	• Heli-Arc		• Vertical	
	• Mechanical Inert Gas		• Overhead	
	• Straight		• Flat	
<u>Machinery Operation and Maintenance</u>				
Pittsburg Local Former	Grinding Machine		Cut Off Shear	500
Edging Machine	Band Saw		Hand Operated Machine Tools	
Drill Press & Punch Press	Slip Machine		Iron Working Machine	
<u>Blueprint Reading and Sketching</u>				
Sketching	Specification Reading			400
<u>Miscellaneous Iron Working</u>				
Fan Platforms	Breeching	Tanks	Equipment Stands	600
<u>Sheet Metal Erection</u>				
Duct Work	Coping	Metal Deck	Gravel Stops	1000
Casings	Cornices	Flashings	Louvers	
Skylight	Dampers	Siding	Lagging	
Breechings	Metal Roofing	Flues		
<u>Equipment Handling, Erection and Service Work</u>				
Air Conditioning Units	Fans	Draft Gauges	Heating Units	1000
Ventilating Units	Power Roof Vents	Mixing	Gravity Roof Vents	
Registers & Diffusers	Eliminators	Air Washers	Boxes & Troffers	
<u>Related Field Work</u>				
Air Balancing	Safety Practices		Rigging	750
Layout for Sleeve & Inserts				
				6400

SECTION XIV DUTIES AND RESPONSIBILITIES OF EMPLOYERS/UNIONS

- A. The Union, the Association and all other employers or other persons subscribing to these Apprenticeship Standards, acknowledge that this program is a Joint Labor and Management industry enterprise, and each accepts the following responsibilities and agrees:
1. To see that all Apprentices are employed, indentured, registered and trained in accordance with the provisions of the Apprenticeship Standards.
 2. To see that each Apprentice is provided with reasonable continuous employment.
 3. To see that Apprentices are assigned to work so that they can obtain diversified experience and training in all phases of the trade on-the-job, as well as obtain the related and supplemental instruction in accordance with such standards.
 4. To see that Apprentices, work with and under the immediate supervision of qualified journey workers who will devote the necessary time and interest to the Apprentice's training.
 5. To see that a record of each Apprentice's training and progress is maintained.
 6. To comply with the hiring and layoff procedures, rules, regulations and decisions of the Committee.
 7. To provide safety training in all work processes and to correct the Apprentice's unsafe working habits.
 8. To ensure that all Apprentices are employed and trained in facilities and environments that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act.

SECTION XV COMMITTEE AND APPRENTICE RECORD FORMS

- A. The following records and reporting forms have been approved by the Committee and will be completed by all parties involved:
1. Apprentice's Pre-Apprenticeship selection, pre-employment and evaluation forms-completed by the Apprentice.
 2. Apprentice Request Form - completed by the Employer.
 3. Obligation and Rules- furnished by Committee to Apprentice.
 4. Apprenticeship Agreement - completed by Apprentice and Committee.
 5. Personnel Record Form- completed by the Committee.

6. Apprentice's Monthly Work Record- completed by the Apprentice.
 7. Instructor's Semi-Monthly Report on Apprentices and Semi-Annual Report and Recommendation - completed by the Instructor and forwarded to the Committee or Coordinator.
 8. Employer's Semi-Annual Report and Recommendation- completed by the Employer and forwarded to the Committee.
 9. Committee's Semi-Annual Report of Financial Evaluation and Advancement Completed by the Committee and sent to the Employers, Union and Association.
- B. The Apprentice shall release all related instruction and work process records requested by the Committee to the Committee.

SECTION XVI RELATED INSTRUCTION See Attached

- A. Each Apprentice shall attend related instruction for a minimum of 160 hours per year. The time so spent shall not be considered as hours of work.
1. The related and supplemental instruction classes shall be scheduled at the discretion of the Committee and may include "concentrated training" (blocks of daytime related instruction classes up to forty (40) hours per week) and supplemental night classes as needed to complete the overall requirements of the Program.
 - a. Each Apprentice will attend the number of hours determined by the Committee on each scheduled instruction day.
 - b. Apprentices will be required to attend related instruction at such places as determined by the Committee.
- B. The related instruction shall be under the direction of the Committee, who shall act as an advisory and consultant body in determining the subjects to be taught and on any other problems pertaining to related instruction for Apprentices.
1. The Committee may adopt and enforce rules and regulations governing the conduct of Apprentices with respect to related training and the Apprentices shall comply with all such rules and regulations.
 2. The Committee will endeavor to see that all Instructors shall be skilled in the art of classroom instruction and meets the qualification requirements of OAC 5101:11.
 3. The Apprentice shall be taught how to safely manufacture, fabricate, assemble, erect, install, dismantle, recondition, adjust, repair, alter and service heating, ventilation, air conditioning systems and all sheet metal work in addition to field and shop drawings.
 4. Instruction in the methods and procedures of safe working habits and a course in first aid and business organization shall be a required part of the related instruction given each and every Apprentice during the term of their apprenticeship.
- C. In case of failure on the part of any Apprentice to fulfill **their** obligation as to related instruction attendance, the Committee may discipline the Apprentice and the Employer hereby agrees to carry out the instructions of the Committee in this respect.
1. Each Apprentice will pay the full amount of tuition fees as set forth by the

Apprenticeship Committee and will purchase the recommended tools and textbooks at the time indicated by the Instructor, as authorized by the Committee.

2. Each Apprentice is required to furnish their own notebook, paper, and pencils, etc.
 3. During related instruction, no Apprentice may leave the class without the Instructor's permission.
 4. If an Apprentice is ill, or for any other good reason is unable to attend related instruction, they must have someone notify the Apprenticeship Office stating the reason for their absence.
 - a. The Apprentice will be compelled to make up lost time from related instruction.
 - b. Make-up sessions will be held at the discretion of the Committee as to the time and location.
- D. An Apprentice who misses one (1) scheduled day session of related instruction per semester will have to appear before the Committee or Training Coordinator representative to explain and justify the absence.

More than one (1) absence (day sessions) in a semester without cause acceptable to the Committee is grounds for termination from the Apprenticeship Program. An Apprentice who misses two (2) or more scheduled night sessions of related instruction per semester will have to appear before the Committee or Training Coordinator to explain and justify the absences. Any three (3) absences (night sessions) in a semester without cause acceptable to the Committee is grounds for termination from the Apprenticeship Program.

1. Work is not considered an excused absence. All absences must be cured by attendance at scheduled make up classes within the same year as the absence occurred.
- E. An Apprentice must maintain a passing grade in order to move to the next period, as set by the Committee.
- F. The Committee recommends that courses for sheet metal apprentices shall be limited to those who are actually apprentices in the sheet metal worker trade in accordance with these Standards.
- G. The Committee will provide apprentices coverage under Ohio's Workers Compensation while apprentices are engaged in the related and supplemental instruction program offered, conducted and supervised, or given by the Committee.
- H. Apprentice's Monthly Work Reports must be turned in no later than the tenth day of each month. Apprentices are solely responsible for the timely submission of their Monthly Work Reports. Next period pay increases will be withheld until all such reports are turned in.

SECTION XVII SUPERVISION OF APPRENTICES

- A. Apprentices shall be under the general direction of the Committee and under the supervision of their Employer.
 - 1. The Employer shall designate a particular person to be known as the Supervisor of Apprentices.
 - a. The Supervisor of Apprentices shall be responsible for the Apprentice's work experience on the job and the recording of same on record forms adopted for this purpose.
 - b. It shall be the duty of the Supervisor of Apprentices to see that these record forms are complete in every detail and are forwarded to the Committee monthly.
 - c. The Supervisor of Apprentices shall make certain that apprentices are given the variety of required work in training assignments as stated in these Standards.
- B. Apprentices shall at all times work with and under the direct supervision of a journey worker.

SECTION XVIII PERIODIC REVIEWS

- A. The progress of each Apprentice shall be reviewed by the Committee or its designee prior to each period of advancement and at such other times as determined by the Committee.
 - 1. The Apprentice's related instruction attendance, progress in related instruction and work processes, and reports submitted by the Employer and the Instructor(s) shall be considered an integral part of this evaluation.
- B. The results of this review shall be used to evaluate each Apprentice for advancement or such other action as the Committee may consider necessary.
 - 1. Upon action of the Committee, an Apprentice, may be required to repeat a specified process or series of processes, may be required to repeat related instruction, may be disciplined or may be placed on a last chance agreement.

SECTION XIX CONSULTANTS

- A. The Committee may invite persons, agencies or organizations that are interested in apprenticeship to advise or assist the Committee in an advisory capacity.

SECTION XXI ADJUSTMENT OF INDIVIDUAL APPRENTICE PROBLEMS

- A. An Apprentice shall have the right to appear before the Committee to discuss any question, problem or matter that he may be experiencing.
- B. In case of any dissatisfaction between the Employer and the Apprentice that they are unable to adjust between themselves, either party has the right and privilege of appeal to the Committee for adjustment of such matters as are covered within these Standards.
 - 1. A majority vote of the Committee will be final and binding.
- C. Any Apprentice who feels that disciplinary action taken by the Committee is without

cause, shall have the right to appeal the action within thirty (30) days of notification of the action.

1. The appeal must be in written form and submitted to the apprentice office.
 - a. If the Apprentice wishes to appear before the Committee for this appeal, this must also be requested in the written appeal.
 2. The Committee shall take the appeal under consideration at its next regularly scheduled meeting.
 3. An Apprentice who has been canceled from the Apprenticeship Program may submit, along with the written appeal, a letter from the Employer stating that the Apprentice is in its employment, and, that the Employer is willing to vouch for the Apprentice.
 4. The Apprentice shall be notified of the results of appeal within seven (7) working days of said action.
 - a. Copies of this notice will be sent to the Employer and to the Union.
- D. If the procedure is fully applied but fails to settle a dispute, the Apprentice involved may submit the complaint in writing to OSAC, which will review it and issue a finding. The Sponsor and/or Apprentice may consult with OSAC at any time, for interpretation of a relevant provision of these standards, an apprenticeship agreement, or the state RA rules.

SECTION XXII EXPENSES

- A. Any expenses incurred by the Committee in carrying out the provisions of these Apprenticeship Standards will be paid out of the Joint Apprenticeship Fund, including but not limited to the cost(s) associated with any program(s) honoring Apprentices who successfully complete their Apprenticeship.

SECTION XXIII CERTIFICATE OF COMPLETION OF APPRENTICESHIP

- A. Upon satisfactory completion of the requirements as established herein, the Committee shall certify the names of the completing Apprentices to the registration agency and recommend that a Certificate of Completion of Apprenticeship be awarded. Apprentices are required as part of their class curriculum to attend the graduation ceremony.

SECTION XXIV GENERAL PROVISIONS

- A. These Apprenticeship Standards become operative on the date they receive official approval of the Association and the Union and the date they are approved and registered with the registration agency.
- B. Nothing in these Standards shall be interpreted as being contrary to the present or subsequent Collective Bargaining Agreement.
- C. These Standards of Apprenticeship may be amended at any time by mutual consent of the Association and the Union.
 1. Such amendments shall not alter Apprenticeship Agreements in effect at the time of such change without the express consent of all parties to such Apprenticeship Agreement.

- D. In the event any part of these Standards may be declared illegal, the balance of the Standards shall remain in full force and effect.

SECTION XXV UNIFORM DECLARATIONS

A. CONFORMITY WITH LAWS, RULES, AND CONTRACTS

The sponsor shall operate this program in full conformity with the state and federal regulations governing Registered Apprenticeship. i.e., Parts 29 and 30 of the Code of Federal Regulations Title 29, and Division 5101:11 of the Ohio Administrative Code (OAC). The sponsor further attests that it has adequate resources for operating a successful Registered Apprenticeship program, including but not limited to those that are needed for related instruction, on-the-job training, administrative duties, and record keeping.

B. EQUAL OPPORTUNITY

The recruitment, selection, employment, and training of apprentices shall be conducted without discrimination because of race, color, religion, national origin, age, or sex. The sponsor shall take affirmative action to provide equal opportunity in its apprenticeship program, as required under Title 29 of the Code of Federal Regulations, Part 30; Ohio Administrative Code (OAC) 5101:11; and the equal employment opportunity regulations of the State of Ohio. Pursuant to OAC 5101:11, the program shall implement the Affirmative Action Plan attached to these standards.

C. APPRENTICESHIP AGREEMENTS

An individual apprenticeship agreement between the sponsor and each Apprentice will be entered onto a printed form prescribed by the Ohio State Apprenticeship Council staff office (OSAC). Every agreement will contain a clause incorporating these standards as an integral component. Before consenting to the agreement, both parties will review the form and the standards, and will discuss their meaning and intent.

The agreement will be signed by the Sponsor, the Apprentice, and if the Apprentice is a minor, by a parent or guardian. The contents of the agreement will then be reviewed by OSAC, whose approval of same shall constitute registration of the Apprentice. Upon registration, the sponsor will provide a copy of the fully processed agreement to the Apprentice and will retain another copy in its files.

D. PERIODIC EVALUATIONS

Before each advancement stage designated in the "Progression Steps and Wages" section above, the Apprentice's progress will be evaluated, based on records of his/her OJT and RI and of the assessments described in the respective attachments, to determine whether advancement has been earned by satisfactory attendance and performance in both areas of activity. The evaluation will be conducted or closely monitored by the program's Apprenticeship Coordinator.

If the Apprentice's progress is satisfactory, he/she will receive the wage increase designated by these standards for the respective advancement stage. If progress is unsatisfactory, the Apprentice may be required to repeat the relevant instruction and work activities. If reasonable assistance and opportunities for improvement do not produce satisfactory performance, the Sponsor may terminate the Apprentice's agreement.

The results of all progress evaluations will be recorded in writing.

E. SAFETY

Work and training activities shall be conducted in a safe environment. The Sponsor shall ensure adequacy and safety in equipment, facilities, and supervision. At each stage of his/her training, the Apprentice shall receive instruction in accident prevention and safe working conditions and practices. Such instruction shall be provided both in the OJT and RI components of apprenticeship.

F. SUPERVISION OF APPRENTICES

For each Apprentice, one or more experienced Journey-person(s) in that Apprentice's trade will be identified who will work with, supervise, and train him or her on a day-to-day basis. The program's Apprenticeship Coordinator will provide more general supervision of the Apprentice and see that he/she receives the work experience and related instruction outlined in these standards.

G. HOURS AND CONDITIONS OF WORK

Apprentices will work the same hours and be subject to the same conditions as pertain to their Employer's non-apprentice personnel in the same occupation(s). Work performed in excess of eight hours a day or 40 hours a week will be credited toward the completion of apprenticeship, on the basis of time actually spent on the job rather than any multiple applied to wage rates.

H. CONTINUOUS EMPLOYMENT

The Sponsor intends and expects to give each Apprentice continuous employment and will use its best efforts to keep the Apprentice employed during the full term of apprenticeship. If an Apprentice is temporarily released from work due to business conditions, then before any new or more recently laid-off Apprentice is employed in the same occupation, the first apprentice will be given a choice whether to resume that work.

I. CANCELING APPRENTICESHIP AGREEMENTS

The Sponsor may arrange for the transfer of an Apprentice to another occupation course within the program if one exists, or to another Registered Apprenticeship program for the same occupation, conditional in either case on OSAC approval and the consent of the Apprentice and the new Sponsor. In the event of a transfer, the prior apprenticeship agreement will first be canceled, and a new one executed for the succeeding enrollment. Training personnel for the receiving course will have prompt access to all records of an Apprentice's participation in the preceding course.

An Apprentice whose latest agreement with the Sponsor has been canceled during the probation period, will not be counted for the purpose of gauging the program's compliance with state rules regarding completion rates.

Upon cancellation of the agreement at any time by either party, the Sponsor will provide written verification of this action to the Apprentice and OSAC, and will make a record available to the Apprentice, summarizing all successfully performed activities among those listed in the OJT and RI attachments to these standards.

If the registration of an Apprentice in this program is canceled and then re-instated in the same occupation course, the sponsor will evaluate the credit eligibility of any relevant work and/or training received by that individual in the interim. All credit requests will be submitted for OSAC approval at the time of registration or re-instatement.

J. CERTIFICATES OF COMPLETION

Upon each Apprentice's satisfactory completion of the required work and instruction in the program, the Sponsor will recommend to OSAC that he/she receive a state certificate of completion. Documentation of all on-the-job training and related instruction (content and hours) received by the Apprentice, will be made available to OSAC.

K. RECORDS

The Sponsor will keep a thorough record of each Apprentice's program participation, including the hours and the nature of Apprentice activity in work and related instruction, as well as the results of progress evaluations. A copy of the information on each Apprentice will be kept in a separate file specific to that individual. The Sponsor will for five years maintain each record of this kind and any other record pertaining to the operation of the program, including but not limited to the documentation of: Apprentice recruitment and selection; Apprentice job evaluations, assignments, layoffs, and terminations; and the rates of apprentices' pay and other compensation. All such records shall be made available upon request to OSAC and the US Department of Labor.

L. REPORTS AND TRANSACTIONS

The Sponsor will immediately report to OSAC every Apprentice enrollment, and every change in the status of an Apprentice (for instance, completion, resignation, lay-off, training termination) or in the operation of the program. Within 45 days of any such action, the Sponsor shall request its authorization, using OSAC-prescribed procedures and recognizing that it will not take effect before the date of OSAC approval.

M. PROGRAM REGISTRATION

The Sponsor recognizes that these standards must be approved by OSAC before the described training can be considered a Registered Apprenticeship program.

The Sponsor further recognizes that if its sponsorship is non-joint, then in the event that a union serves as collective bargaining agent for its Apprentices that union must be allowed 45 days to review and comment on these standards, before they are submitted for OSAC approval. Any comments received in that process, must be forwarded to OSAC along with

these standards. The Sponsor affirms that it has met its obligations, if any, under this requirement.

N. MODIFICATIONS AND CANCELLATIONS

These standards of apprenticeship may be amended by the sponsor at any time, subject to approval by OSAC. Upon such approval, each apprentice who would be affected by the amendment, shall promptly receive notice of it and be given a choice of either accepting its implementation or canceling his/her apprenticeship agreement.

Cancellation and deregistration of the program may be affected voluntarily by a written request from the sponsor to OSAC or, given reasonable cause, by OSAC through formal deregistration proceedings in accordance with the provisions of OAC 5101:11. Due cause for deregistration may include a lack of apprenticeship activity for a year or more, a failure to meet state and federal requirements for apprentice completion rates, and any other failure to comply with the rules under OAC division 5101:11.

SIGNATURES

Attestation by the following sponsor organization:

TOLEDO AREA SHEET METAL JOINT
APPRENTICESHIP & TRAINING
COMMITTEE

The sponsor submits these standards, to obtain or renew registration for the apprenticeship program described herein, and affirms that in operating said program, it shall adhere to all rules under division 5101:11 of the Ohio Administrative Code.

Name of sponsor's authorized representative: CLINT E. DOCKERY

Title: TRAINING COORDINATOR

Signature:  Date: 9-13-23

Attestation of review (where applicable) by work-place union representative:

Name of union representative: MATT CHERRY

Title: BUSINESS Rep.

Signature:  Date: 9-13-2023

Approval and registration by the Ohio State Apprenticeship Council staff office (OSAC)

Name of OSAC's authorized representative: Holly Endicott

Title: Program Administrator, ApprenticeOhio

Signature:  Date: 11/3/2023

AFFIRMATIVE ACTION PLAN

ADOPTED BY:

SHEET METAL WORKERS JATC, TOLEDO AREA
(Sponsor Organization)

OH012360001
(Program ID Number)

In cooperation with the Ohio State Apprenticeship Council Staff Office (OSAC),

as required under Ohio Administrative Code Section 5101:11-5-02

AFFIRMATIVE ACTION FOR MINORITIES AND-FEMALES

1. DISSEMINATION OF INFORMATION- INFORMATION SHOULD BE DISTRIBUTED TO THE DEPARTMENT, LOCAL SCHOOLS, OBES, WOMEN'S CENTERS, OUTREACH PROGRAMS AND OTHER COMMUNITY ORGANIZATIONS THAT CAN EFFECTIVELY REACH MINORITIES AND WOMEN.
2. PARTICIPATION IN ANNUAL WORKSHOPS, CONDUCTED BY OBES, FOR THE PURPOSE OF FAMILIARIZING SCHOOL AND EMPLOYMENT SERVICE AND OTHER APPROPRIATE PERSONNEL WITH THE APPRENTICESHIP SYSTEM.
3. COOPERATION WITH LOCAL SCHOOLS AND VOCATIONAL EDUCATION SYSTEMS TO DEVELOP PROGRAMS TO PREPARE STUDENTS TO MEET THE APPRENTICESHIP QUALIFICATIONS.
4. INTERNAL COMMUNICATIONS OF THE EEO POLICIES.
5. ENGAGE IN PROGRAMS SUCH AS OUTREACH FOR POSITIVE RECRUITMENT AND PREPARATION OF POTENTIAL APPLICANTS. IF NO SUCH PROGRAMS EXIST, THE SPONSOR SHALL SEEK TO INITIATE THESE PROGRAMS WHEN AVAILABLE. FINANCIAL ASSISTANCE FROM THE DEPARTMENT MAY BE OBTAINED.
6. TO ENCOURAGE THE ESTABLISHMENT OF PROGRAMS OF PRE-APPRENTICESHIP, PREPARATORY TRADE TRAINING, OR OTHERS DESIGNED TO AFFORD RELATED WORK EXPERIENCE.
7. UTILIZATION OF JOURNEY PERSONS TO ASSIST IN THE IMPLEMENTATION OF THE SPONSOR AAP.
8. GRANTING ADVANCE STANDING OR CREDIT ON THE BASIS OF PREVIOUSLY ACQUIRED SKILL OR EXPERIENCE.
9. ADMITTING TO APPRENTICESHIP, PERSONS WHOSE AGE EXCEEDS THE MAXIMUM WHEN SUCH ACTION ASSISTS THE SPONSOR IN ACHIEVING ITS AFFIRMATIVE ACTION OBLIGATIONS.
10. OTHER APPROPRIATE ACTION TO ENSURE THE RECRUITMENT, SELECTION, EMPLOYMENT AND TRAINING OF APPRENTICES SHALL BE WITHOUT DISCRIMINATION.

SECTION I INTRODUCTION

The Sponsor adopts this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity in its Registered Apprenticeship program. In the event that female and/or minority workers are underutilized in the program, the Sponsor will also rely on this Plan to increase the participation of qualified applicants from the group(s) concerned.

This Plan is a supplement to the Apprenticeship Standards. Any changes made by the sponsor to this plan are subject to approval by the Registration Agency (the Ohio State Apprenticeship Council staff office).

SECTION II EQUAL OPPORTUNITY PLEDGE

The Sponsor commits to the following Equal Opportunity Pledge:

“The recruitment, selection, employment, and training of apprentices shall be without discrimination because of race, color, religion, national origin, age, sex, sexual orientation, genetic information, or disability. The Sponsor shall take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30; Ohio Administrative Code 5101:11; and the equal employment opportunity regulations of the State of Ohio.”

SECTION III WORKFORCE ANALYSIS, UTILIZATION, AND GOALS

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the Sponsor pledges to make the outreach efforts identified in Section IV. The Sponsor plans these efforts in coordination with an analysis of minority and female representation in the Sponsor’s registered occupational courses, as compared to such representation in its labor market area. For this purpose, a Workforce Analysis Worksheet is attached. If the analysis for one or more occupation course(s) reflects underutilization of minority and/or female workers, the Worksheet will also identify percentage goals for their increased representation in the program’s apprentice workforce.

SECTION IV OUTREACH AND POSITIVE RECRUITMENT

The Sponsor undertakes the outreach and positive recruitment efforts described below, based on a reasonable expectation that they will increase participation of minority and female workers in the program. The Sponsor will document the implementation of all steps taken pursuant to this Plan.

() 1. Dissemination of information to OSAC, local schools, Ohio Department of Job and Family Services (ODJFS) local offices, women’s centers, outreach programs, and other community organizations that can effectively reach minorities and women. **(Describe below:)**

() 2. Participation in annual workshops, for the purpose of familiarizing school, ODJFS and other appropriate personnel with the Registered Apprenticeship system. **(Describe below:)**

3. Cooperation with local schools and vocational education systems to develop programs to prepare students to meet the qualifications for enrollment in Registered Apprenticeship. **(Describe below:)**

We attend career fairs at local schools and vocational schools in the area. We invite students from those schools to tour our Training Center, and apply to our program.

4. Internal communication of EEO policies. **(Describe below:)**

5. Involvement in other organizations' programs of outreach, positive recruitment, and preparation for potential applicants. **(Describe below:)**

Skills USA, Swan Creek Boy Scouts

6. Encouraging the establishment of programs of recognized pre-apprenticeship, preparatory trade training, and/or other activities designed to provide related work experience. **(Describe below:)**

7. Obtaining the assistance of journeypersons in the implementation of this AAP. **(Describe below:)**

8. Other appropriate action, as described below, that is meant to ensure that the recruitment, selection, employment, and training of apprentices shall be without discrimination. **(Describe below:)**

We advertise on Indeed and with sound media about our program to ensure we are casting a wide net to include everyone who is possibly interested

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The Sponsor will conduct an annual review of this Affirmative Action Plan and its effectiveness, and subject to approval by the Registration Agency, will institute any revisions or modifications warranted to achieve the purposes of the Plan as stated above. The review will include both an internal assessment by the Sponsor and consultation with other informed parties, and will analyze each activity under this plan, to gauge the nature and degree of its impact on outreach, recruitment, selection, employment, and training.

The Sponsor will continually monitor the rates of female and minority participation in the program, in order to assess progress toward achieving the purposes of this Plan, the reasons for such performance, and the need for starting, ending, or changing specific affirmative action efforts. All changes to this Plan must be submitted to the Registration Agency for approval.

The Sponsor's workforce goals also will be reviewed periodically as determined by the Registration Agency, and will be updated where necessary.

SECTION VI - OFFICIAL ADOPTION

This Affirmative Action Plan is officially adopted by:

SHEET METAL WORKERS JATC, TOLEDO AREA

(Name of Sponsor Organization)

On this 13TH day of SEPTEMBER, in the year 2023

Clint Dockery

(Name of Sponsor's Authorized Representative)

Training Coordinator

Title


Signature

9-13-23
Date