



**Sheet Metal Workers Joint Apprenticeship and  
Training Committee of Cleveland, Ohio**

**and**

**Cleveland Metropolitan School District  
Max S. Hayes, High School**

**School-to-Apprenticeship  
Program Standards**

**2018**



## *Preamble*

This Program has been formulated by and between the Sheet Metal Workers' Joint Apprenticeship and Training Committee of Cleveland (hereinafter referred to as the "JATC") and Max S. Hayes High School of the Cleveland Metropolitan School District (the "Career Center").

The JATC is a Taft/Hartley, Labor/Management Trust Fund sponsored by the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 33-Cleveland District (SMART Local 33) and the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Cleveland Chapter. The JATC is registered with the Ohio State Apprenticeship Council and the United States Department of Labor, Office of Apprenticeship.

This Program is designed to serve as an effective transition from school to work by giving qualified high school students an outstanding academic education while instilling in them an understanding of the world of work and the skills necessary for competing in the world of work. To this end, the JATC and the Career Center have developed this program that is skill based, labor and industry approved, and directly linked to explicit work place situations.

In order to provide for the effective operation of this Program, the JATC, the Career Center and the Students agree to abide by the following "School-to-Apprenticeship Education Program Standards."

## **SECTION I – TERM OF PROGRAM**

1. The term of the Program shall be a maximum of two (2) years beginning no earlier than the start of the junior year of high school and ending with the completion of the senior year of high school.
2. Students shall be required to work at the trade during the summer between their junior and senior years and during the senior school year. Additionally, students shall be required to complete a minimum of 135 hours of related classroom instruction per year at the Career Center.

## **SECTION II – BASIC QUALIFICATIONS**

1. In order to be considered for the Program, an applicant must meet the following requirements:
  - A. Be at least sixteen (16) years of age. Applicants will be required to provide a copy of their birth certificate or some other acceptable proof of age.
  - B. Have attended a minimum of ninety-five percent (95%) of scheduled classes during the freshman and sophomore years.
  - C. Have maintained a 3.0 grade point average (“B”) on a 4.0 scale in classes related to the trade and a 2.5 grade point average since entering the vocational program.
  - D. Receive a written recommendation from at least one (1) teacher in a class related to the trade.
  - E. 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.
  - F. Complete a substance abuse screening profile.

### **SECTION III – EQUAL OPPORTUNITY PLEDGE**

The JATC will not discriminate against school-to-apprenticeship applicants or participants 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 or older. The JATC will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

### **SECTION IV – APPLICATION PROCEDURE**

The application procedure for the program shall be as follows:

1. When it is deemed by the JATC, based upon employment conditions, that new students will be accepted into the Program from the Career Center, the JATC will notify the Career Center of the number of slots allocated to the Career Center and that applications are to be accepted from individuals in their junior year.
2. All applicants for the Program shall be given a standard application form and shall be given a copy of the program standards to read. Applicants must sign a register acknowledging receipt of the application form and Program Standards.
3. The JATC's Training Director and the Career Center's representatives will review all applications to verify that the basic qualifications have been met.

### **SECTION V – SELECTION**

1. The JATC shall be solely responsible for determining:
  - A. The need for new Students in the jurisdiction;
  - B. The total number of Students; and
  - C. The number of Student positions that will be allocated to the Career Center.

The JATC will base its determination on the present and future employment needs of the trade and the number of employers who can provide training consistent with the requirements of the program.

2. The Career Center shall be solely responsible for screening, and selecting qualified individuals who meet the School-To-Apprenticeship Program Standards.
3. Upon identifying qualified applicants for admission into the Program, the Career Center shall notify the JATC of the name(s), address(s) and telephone number(s) of each

individual. The JATC and Career Center's representatives will jointly determine which applicants will participate in the program.

#### **SECTION VI – AGREEMENT**

1. Each student selected for the Program and his/her parent or guardian shall sign and be governed by a written Program Agreement. Such Agreement shall contain language making these School-To-Apprenticeship Program Standards a part of the Agreement and must be signed before the student is admitted into the Program.

#### **SECTION VII – CLASSROOM INSTRUCTION**

1. Each Student shall successfully complete a minimum of 135 hours at the Career Center each year during the Program in the study of subjects related to the trade.
2. The classroom instruction shall be scheduled in consultation between the Career Center and the JATC and may include concentrated training (blocks of instruction of up to forty (40) hours per week).
3. The Career Center shall be solely responsible for providing the classroom instruction.
4. Each Student shall be required to attend all classroom sessions.
5. The time spent in classroom instruction shall not be considered as hours of work, nor shall wages be paid for it.
6. In case of failure on the part of any Student to fulfill his/her obligation as to school attendance, the JATC may suspend or revoke his/her Program Agreement, after consultation with the Career Center. The employers must carry out the instruction of the JATC in this respect.

#### **SECTION VIII – WORK EXPERIENCE**

1. The JATC shall endeavor to assist the Students in finding work, and as far as possible, to assist them in getting diversified work, with the object of giving them well-rounded training. This does not obligate the JATC to actually employ the Students, but it means that the JATC shall use its best efforts to keep the Students continuously employed and adequately instructed. JATC will communicate on a regular basis with the Career Center to report on its efforts and success in providing employment and instruction.
2. The major processes in which the students shall be trained are set forth in a Training Plan.

3. The JATC may schedule work experience in concentrated training blocks (e.g. rotating one (1) week of classroom instruction and one (1) week of work experience).
4. The JATC and Career Center shall jointly determine the adequacy of the employer to give proper training. Where it is not possible for one (1) employer to provide the diversity of experience necessary to give the Student well rounded instruction in the many branches of the trade, or where the employer's business is on such character not to provide continuous employment over the entire period of the Program, the JATC and Career Center shall transfer the Student to another employer.
5. The ratio of Students to Journeypersons shall be, one (1) Student – three (3) Journeypersons, two (2) Students – fifteen (15) Journeypersons, with maximum of two (2) Students allowed per employer at any time.
6. The Student is responsible to provide or obtain transportation to and from the workplace.
7. The hours of employment for Students shall be the same as for journeyperson employed in the trade and in conformity with State and Federal laws. In assigning work to the Student, however, due consideration shall be given to the variety of operations necessary to develop his/her trade skills.
8. Students shall be paid at a rate established by the JATC. The current hourly rate of pay is \$12.50/hour.
9. Students shall not receive any other wage or fringe benefit provided in the applicable collective bargaining agreement.
10. Upon the Student's graduation from high school the following procedure will be adhered to:
  - A. If the Student has successfully completed all of the requirements contained within the Program Standards he/she will be granted automatic entry into the Apprenticeship Program with the class starting after his/her graduation from High School. The assignment of the apprentice to an employer will be made by the JATC in the same manner utilized for the placement of new apprentices.
  - B. If the Student has not successfully completed all of the requirements contained within the Program Standards or does not wish to enter the Apprenticeship Program, he/she can no longer work for his/her employer after graduation.

## **SECTION IX – PROBATIONARY PERIOD**

1. Students participating in the Program shall, upon being employed, serve a probationary period, to be determined jointly by the JATC and Career Center which shall not be more than ninety (90) days or seven hundred twenty (720) hours of reasonable continuous employment. Students shall be given the opportunity to acquire actual experience at the trade, during the probationary period, which will serve as the basis for determining suitability for the trade.
2. During the probationary period, the Student shall be observed by the Employer and training supervisor for the Employer. The Student may also be observed by a representative from the Career Center. A report on the student's ability and attitude shall be completed by the Employer and submitted to the JATC and Career Center each month.
3. During the probationary period, the Student Program Agreement may be terminated by the JATC, Career Center, or the Student, without cause.

## **SECTION X – EMPLOYER OBLIGATIONS**

1. To sign and provide the JATC with a letter requesting an opportunity to employ Students and agreeing to comply with the School-To-Apprenticeship Program Standards.
2. To see each Student is provided with reasonable continuous employment.
3. To see that Students 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 the Program Standards.
4. To see the work assignments do not interfere with required classroom attendance.
5. To see the Students work with and under the immediate supervision of qualified journeymen who will devote the necessary time and interest to the Students' training.
  - A. An employer employing a Student shall designate a particular person in the shop or on the job site (this may be a superintendent or a foreman) to be known as the "Supervisor of Students". The supervisor shall be responsible for the Student's work experience on the job and the recording of the same on the record form(s) adopted by the JATC for this purpose. It shall be the supervisor's duty to see that the record form(s) are completed in all details and forwarded to the JATC and Career Center in accordance with the JATC's instructions.

- B. The Supervisor of Students will cooperate with the Career Center to gain a better understanding of the Student's learning styles, the Ohio Competency Analysis Profiles, how to interact with and relate to youth, and completing/filing required paperwork.
- 6. To maintain and submit records and forms required by the JATC for each student indicating his/her work experience.
  - A. The failure of an employer to timely complete and return any employer reporting form(s) mandated by the JATC shall be grounds for the JATC and Career Center to withdraw any Student(s) and grounds for denying the employer further Students.
- 7. To sign a verification that the employer will comply with the Drug Free Workplace Act and will provide a safe, professional work environment free from discrimination, harassment, alcohol or drug abuse.
- 8. To maintain Workers Compensation benefits for any student in its employ, in accordance will applicable state law.

#### **SECTION XI – TERMINATION FROM THE PROGRAM**

- 1. If a Student fails to apply himself/herself, and/or seems unwilling or unable to adapt to trade conditions, and/or shows a lack of interest, and/or does not have the ability to acquire required competencies, and/or is otherwise unsuited for the trade, all the facts of the case shall be placed before the JATC and Career Center for review and appropriate action.
- 2. Upon a finding by the JATC and Career Center(s) that a Student has failed to apply himself/herself, and/or seems unwilling or unable to trade conditions, and/or shows a lack of interest, and/or does not have the ability to acquire required competencies, and/or is otherwise unsuited for the trade, the Program Agreement may be suspended or terminated.
- 3. In case of termination, all parties to the Agreement shall be notified.

#### **SECTION XII – ADJUSTMENT OF DIFFERENCES**

- 1. In case of any dissatisfaction between an Employer and a Student that they are unable to adjust between themselves, either party has the right and privilege of appeal to the JATC and Career Center for adjustment of such matters as come within these Standards.

2. A Student shall have the right to appear before the JATC (upon submission of a written request) to discuss any question, problem, or matter which he/she may be experiencing. The Career Center will be notified by any such request and given an opportunity to participate in the discussion.
3. The decision of the JATC will be final.

### **SECTION XIII – LIABILITY**

1. The Career Center shall be responsible for any and/or all claims, demands, liability, damages, and expenses arising from any and/or all injuries or illness occurring to a Student while engaged in any instructional activity which occurs on the premises of the Career Center. The Career Center shall maintain liability insurance with limits of \$1,000,000 per occurrence for any and/or all injuries or illness occurring to a Student while engaged in any instructional activity which occurs on the premises of the Career Center.
2. The Employer shall be responsible for any claims, demands, liability, damages, and expenses, arising from any and/or all injuries or illness, occurring to a Student, arising out of or in the course of employment, in accordance with Ohio Revised Code Chapters 4121 and 4123.

### **SECTION XIV – AMENDMENT**

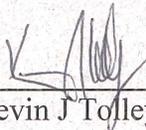
1. These Program Standards may be amended at any time upon mutual consent of the JATC and the Career Center. Such amendments shall not alter the School-To-Apprenticeship Program Agreements in effect at the time of such change without the expressed consent of all parties to such Agreements.
2. Nothing in these School-To-Apprenticeship Program Standards shall be interpreted as being contrary to any present or subsequent collective bargaining agreement.

### **SECTION XV – DURATION**

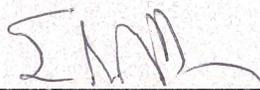
1. This Program shall become effective on the 23<sup>rd</sup> day of January, 2018 and shall remain in full force and effect until the 22<sup>nd</sup> day of January, 2020 and from year to year thereafter unless a party hereto gives the other party written notice of its intent to terminate the Program at least sixty (60) days before the expiration date or any anniversary date thereafter.

IN WITNESS WHEREOF, we have set our hands this 23<sup>rd</sup> day of January, 2018.

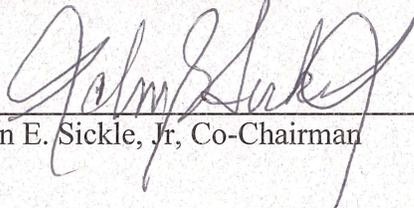
**Sheet Metal Workers' Joint  
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Kevin J. Tolley, Co-Chairman

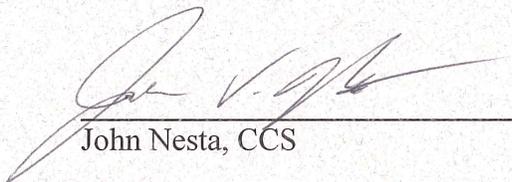
**Cleveland Metropolitan School District**

  
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Eric S. Gordon, CEO

**Sheet Metal Workers' Joint  
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John E. Sickle, Jr, Co-Chairman

**Cleveland Metropolitan School District  
Max S. Hayes High School**

  
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John Nesta, CCS