

August 20, 2025

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## VIA FIRST CLASS MAIL AND ELECTRONIC MAIL

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### **RE: Sheet Metal Workers Local #88 Joint Apprenticeship & Training Fund / Objection to Air Conditioning Trade Association's (UAC) Proposed Training Standards**

To the Nevada State Apprenticeship Council:

Our office represents the Sheet Metal Workers Local #88 Joint Apprenticeship & Training Fund (the "Training Fund").<sup>1</sup> The Training Fund is in receipt of the correspondence from the Nevada State Apprenticeship Council ("NSAC") regarding a possible parallel program being proposed by Air Conditioning Trade Association ("UAC"), including proposed standards sponsored by UAC for a registered apprentice program (the "Proposed Standards").<sup>2</sup>

#### **I. Introduction**

The Training Fund has reviewed the Proposed Standards in detail, performing a comparative analysis of the requirements under Nevada law and the Training Fund's existing, more comprehensive training standards for HVAC / Sheet Metal Workers. Please let this correspondence serve as the Training Fund's objection to the Proposed Standards. As explained in the Opposition section below, the NSAC should reject the Proposed Standards because: (A) The Proposed Standards are rife with discrepancies and do not demonstrate the same number or quality of skills

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<sup>1</sup> The Training Fund requests that the NSAC designate it as a party of record in this matter as a contested administrative matter, case, or hearing, recognize the Training Trust as an interested party under Nevada Revised Statute (NRS) 610.144 and permit the Training Fund to submit comments to NSAC in this matter under Nevada Administrative Code (NAC) 610.355.

<sup>2</sup> The Proposed Standards and Appendix A, which addresses education for HVAC, are attached at Tab A.

as taught under the Training Fund’s approved apprenticeship program; (B) the Proposed Standards have no information about the proposed instructors or how they will be selected; and (C) UAC’s proposed apprenticeship program is not jointly administered.

## II. Opposition

### A. **The Proposed Standards have discrepancies in the amount of training required and do not demonstrate the same number or quality of skills as taught under the Training Fund’s approved apprenticeship program.**

Nevada law requires that the NSAC “**shall not approve** a proposed program . . . unless the program requires the completion of at least as many hours of on-the-job learning or the demonstration of at least the same number and quality of skills, or both” as all of the existing programs already approved in the same trade.<sup>3</sup>

With regard to training, the Proposed Standards are opaque, internally contradictory, and do not provide a well-rounded apprenticeship program.

Beginning with the hours of training outlined in the Proposed Standards, it is unclear how much training UAC’s potential apprenticeship program will provide. UAC claims within its Proposed Standards that UAC’s potential apprentices will receive 1,000 hours of classroom instruction (250 hours per year, across its four-year program) and 6,500 hours of on-the-job training (OJT). Yet within UAC’s submitted Apprenticeship OJT and Related Training Instruction (RTI) Information Checklist (the “Checklist”),<sup>4</sup> it states that there will be 656 hours of classroom instruction and 8,000 OJT hours. This discrepancy makes it incredibly unclear what hours are actually required under UAC’s proposed apprenticeship program.

In contrast, the Training Fund’s apprenticeship program requires a **minimum** of 740 classroom hours and 6,400 OJT hours for completion of the apprenticeship program in the 2015 Standards. This minimum is exceeded in the current administration of the program.<sup>5</sup> Under the 2025-2026 Guidelines to the Rules and Regulations for the Sheet Metal Apprenticeship and Journey Person Classes (the “2025-2026 Training Fund Guidelines”),<sup>6</sup> the Training Fund’s apprentices are required to complete 1097 classroom hours—97 hours more than the Proposed Standards, and 441 hours more than the Checklist. Classroom instruction is incredibly important for training and developing apprentices into competent journeypersons.

In addition to the lower hours required for classroom instruction, the quality of the UAC’s proposed apprenticeship program is also deficient when compared with the Training Fund’s program. Within Appendix A to the Proposed Standards, UAC lists various classes that all apprentices must take in

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<sup>3</sup> NRS 610.144(2) (emphasis added).

<sup>4</sup> The Checklist is attached at Tab B.

<sup>5</sup> The Training Fund is currently in the process of revising its standards to comport with the additional hours now required in the current design of the apprenticeship program and as memorialized in the 2025-2026 Training Fund Guidelines.

<sup>6</sup> The 2025-2026 Training Fund Guidelines are attached at Tab C.

a vague manner. It is unclear, based on the one-line description, exactly what is taught in these classes. It is equally unclear how this course list was developed, as UAC merely states that the “instruction has been developed in cooperation with employer partners.” There is no indication who these “employer partners” are or what level of “cooperation” they had in developing this program. Moreover, UAC proposes a one-size-fits-all approach, in which all apprentices take the same classes.

Based on the Training Fund’s 2015 Standards and 2025-2026 Training Fund Guidelines it is clear what is taught in the classroom. These classes and programming were developed based on materials from the International Training Institute for the Sheet Metal and Air Conditioning Industry, the Sheet Metal Worker’s International Union, and the Sheet Metal and Air Conditioning Contractor’s National Association Inc. Moreover, the Training Fund rebuffs the one-size-fits-all approach of UAC, by allowing its apprentices to choose advanced elective courses in areas that the apprentice chooses.

Finally, it is unclear where UAC’s proposed training will occur and how apprentice progress through the proposed apprenticeship program will be evaluated and measured. In its Checklist, UAC does not indicate whether it has a training center, or where its instruction will even occur. UAC also does not indicate how it will evaluate, measure, or otherwise determine the progress of apprentices within its Proposed Standards and it does not indicate in the Checklist whether there is any “criteria for measuring student achievement.” UAC merely indicates that apprentices will have a single “class assignment due at the end of each week” in the Checklist, but does not state whether this assignment is graded or evaluated in any way.

In contrast, the Training Fund’s program offers classes at a training center located within Las Vegas. This is where classroom training is administered. And the Training Fund offers a robust evaluation process by requiring tests, quizzes, homework assignments, and training projects. All of these metrics are graded and apprentices are assigned a grade-point average, which is used to track projects and determine elective paths.

In sum, both the quantity and quality of training that the Training Fund offers is superior to the UAC’s proposed apprenticeship program as outlined in the Proposed Standards. There is undoubtedly a higher number of quality and skills offered in the Training Fund’s program, as demonstrated by the courses offered and curriculum developed, the method of evaluating apprentices, and the training facility provided. NSAC should deny approval of the Proposed Standards on this ground alone.

**B. The Proposed Standards have no information on instructors or how they will be selected.**

The State Apprenticeship Director has the responsibility to ensure the state’s public interest is served and protected within the fields of apprenticeship.<sup>7</sup> Nevada law also requires that local joint apprenticeship committees are responsible for the “administration and supervision of . . . the

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<sup>7</sup> See NRS 610.110(2)(d)(2).

selection and training of teachers and coordinators[.]”<sup>8</sup> Moreover, any proposed standards must include “[p]rovisions for the assurance of qualified training personnel and adequate supervision on the job.”<sup>9</sup>

The Proposed Standards give no information about the instructors who will be providing instruction and training to the potential apprentices. Instead, the Proposed Standards merely stated that the UAC “will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored,” that the instruction “will be delivered by subject matter experts,” and that the UAC **may** “require the instructors to attend instructor training.” This boilerplate statement is mirrored in meaning to the boilerplate statement in the Form 5910, which provides that UAC will “utilize qualified training personnel.”

The lack of information about who will be instructors under the Proposed Standards is in stark contrast to the numerous experienced journeypersons who are instructors at the Training Fund. The instructors at the Training Fund are widely recognized as experts in the HVAC industry, including foremen and service managers at well-regarded HVAC companies. The Training Fund highly encourages additional training of all instructors yearly through the International Training Institute of Sheet Metal Workers, and the Training Fund offers to pay their instructors for this training.

Additionally, the Training Fund provides tuition waivers for instructors to attend classes at the College of Southern Nevada, for up to six-credit hours per semester. Unlike the Proposed Standards, training for instructors is not a hypothetical that “may” happen, the instructors with the Training Fund actually receive additional training with the Training Fund’s support.

The Training Fund’s instructors are highly qualified in HVAC / Sheet Metal work and instruction and continue their training every year. In comparison with the complete lack of information about instructors in the Proposed Standards, the Training Fund’s experienced and knowledgeable instructors are another reason for NSAC to deny the approval of UAC’s Proposed Standards.

**C. The Sponsor of the proposed apprenticeship program is not jointly administered.**

Nevada law requires that the NSAC examine certain elements when evaluating proposed apprenticeship standards, including “[w]hether the sponsor of the approved and registered program is jointly administered by labor and management.”<sup>10</sup>

UAC’s proposed program is not jointly administered by labor and management and is instead unilaterally administered by UAC—an employer association. By contrast, the Training Fund’s apprenticeship program is jointly administered by labor and management, which has long been considered the gold standard of how to conduct an educational program in the construction trades. This element also weighs heavily in favor of denying approval to the Proposed Standards.

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<sup>8</sup> NRS 610.120(2).

<sup>9</sup> NRS 610.144(1)(e)(14).

<sup>10</sup> NRS 610.144(3)(b).

### III. Testimony

**D. Charles D. Wright, an expert in the relevant field and Training Director of the Training Fund, will provide testimony at the upcoming NSAC meeting.**

When analyzing whether to permit the Proposed Standards, the NSAC should also consider “[o]pinions of experts provided by interested parties, including, without limitation, organized labor[.]”<sup>11</sup> At the upcoming NSAC meeting on September 10, 2025, Charles D. Wright, an expert in HVAC / Sheet Metal apprenticeship programs and the Training Director of the Training Trust, will provide testimony in support of the Training Trust’s objections to the Proposed Standards.

### IV. Conclusion

NSAC is required to deny UAC’s Proposed Standards, as they do not offer the same level of training as the Training Trust’s already approved and existing apprenticeship program.<sup>12</sup> Accordingly, given the superiority of the Training Fund’s program, which is offering the same training with a superior curriculum and courses, superior method of evaluating apprentices, superior instructors in a program that is jointly administered, the Training Fund respectfully requests that NSAC deny UAC’s Proposed Standards.

Sincerely,



Bryce C. Loveland

BCL:jlw

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<sup>11</sup> NRS 610.144(3)(e).

<sup>12</sup> NRS 610.144(2) (providing that NSAC “shall not approve a proposed program . . . unless the program requires the completion of at least as many hours of on-the-job learning or the demonstration of at least the same number and quality of skills, or both” as all of the existing programs already approved in the same trade.)

TAB A



NEVADA LABOR COMMISSIONER  
NEVADA STATE APPRENTICESHIP COUNCIL  
2023 Non-Joint Standards of Apprenticeship

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# STANDARDS OF APPRENTICESHIP

DEVELOPED BY

*Air Conditioning Trade Association, UAC*

FOR

ALL OCCUPATIONS IDENTIFIED IN APPENDIX A

APPROVED BY

NEVADA LABOR COMMISSIONER AND  
THE NEVADA STATE APPRENTICESHIP COUNCIL

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Toni Giddens, Nevada State Apprenticeship Director

REGISTRATION DATE: \_\_\_\_\_

RAPIDS PROGRAM ID NUMBER: \_\_\_\_\_

REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP ACT  
IN ACCORDANCE WITH THE BASIC STANDARDS OF APPRENTICESHIP  
ESTABLISHED BY THE U.S. DEPARTMENT OF LABOR, THE NEVADA LABOR COMMISSIONER,  
AND THE NEVADA STATE APPRENTICESHIP COUNCIL

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### FOREWORD

These **Air Conditioning Trade Association UAC (UAC Committee)** apprenticeship standards have as their objective the training of Sheet Metal Workers occupation skilled in all phases of Sheet Metal Workers industry. **Air Conditioning Trade Association UAC** acting as sponsor, recognize that to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

Pursuant to Title 29, CFR part 29.4 and NRS 610.202 these occupations are apprenticeable because each meet the following criteria:

- (a) Involve skills that are customarily learned in a practical way through a structured, systematic program of on-the-job supervised learning.
- (b) Be clearly identified and commonly recognized throughout an industry.
- (c) Involve the progressive attainment of manual, mechanical or technical skills and knowledge in accordance with the industry standard for the occupation. (1) If the program uses a time-based approach, requires the completion of not less than 2,000 hours of [work experience,] on-the-job learning, consistent with training requirements as established by practice in the trade; (2) If the program uses a competency-based approach, specifies the skills that must be demonstrated by an apprentice and addresses how on-the-job learning will be integrated into the program; or (3) If the program uses a hybrid approach, specifies the skills that must be acquired and the minimum number of hours of on-the-job learning that must be completed by an apprentice.
- (d) Require related instruction to supplement the on-the-job learning.

This recognition has resulted in the development of these standards of apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as well as the Nevada Labor Commissioner, and the Nevada State Apprenticeship Council, as a basis from which the sponsor can work to establish an apprenticeship training program that meets the needs of the area.

### **SECTION 1 – PROGRAM ADMINISTRATION**

Program sponsors are responsible for the administration of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. The Air Conditioning Trade Association **will** administer the program with the services of the Unilateral Apprenticeship Committee (UAC).

#### **Responsibilities of the Sponsor**

- A. Cooperate in the selection of apprentices as outlined in this program.
- B. Ensure that all apprentices are under written apprenticeship agreements.
- C. Ensure in writing an employer agrees to pay the applicable apprenticeship wage and the costs of the training assessed to the apprentice.
- D. Review and recommend apprenticeship activities in accordance with this program.
- E. Establish the minimum standards of education and experience required of apprentices.
- F. Register the local apprenticeship standards with the Registration Agency.
- G. Hear and resolve all complaints of violations of apprenticeship agreements.
- H. Arrange evaluations of apprentices' progress in manipulative skills and technical knowledge.
- I. Maintain records of all apprentices, showing their education, experience, and progress in learning the occupation.
- J. Certify to the Registration Agency that apprentices have successfully completed their apprenticeship program.
- K. Notify, within 10 days, the Registration Agency of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes.
- L. Supervise all the provisions of the local standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including apprentices, employers, and journey workers.
- M. Provide each apprentice with a copy of these standards, along with any applicable written rules and policies. Require the apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- N. When notified that an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the sponsor will determine whether the apprentice should continue in a probationary status and may require the apprentice to repeat a process or series of processes before advancing to the next wage classification. Should it be found during this determination that the apprentice does not have the ability or desire to continue the training to become a journey worker, the sponsor will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the apprenticeship agreement, as provided in NRS 610.180 and 29 CFR § 29.7(h)(1)(2)(i) and (ii).

- O. The employer will provide each registered apprentice with continuous employment sufficient to provide the opportunity for completion of his or her apprenticeship program. If the sponsor is unable to fulfill its training and/or employment obligation in conformance with these standards, the sponsor will, per Section XXI of these standards and with the apprentice's consent, make a good-faith effort to facilitate a transfer of the apprentice to another registered employer for completion of the apprenticeship.

If conditions of business make it necessary to temporarily suspend the period of apprenticeship, apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional apprentices are employed. The suspension and reinstatement of apprentices shall be done in relation to retention of the most advanced apprentice and in accordance with the company policy for breaks in seniority.

**SECTION 2 - EQUAL OPPORTUNITY PLEDGE - NRS 610.144, NAC 610.540 and 29 CFR §§ 29.5(b)(21) and 30.3(b)**

The UAC Committee will not discriminate against apprenticeship applicants 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 UAC Committee will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under NRS 610.144 Nevada State Plan for Equal Opportunity, and 29 CFR § 30.

The UAC Committee 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 and Nevada State Plan for EEO. The UAC Committee shall not discriminate against a qualified individual with a disability because of the disability of such individual. The UAC Committee will provide reasonable accommodation to individuals as required by federal, state, or local disability law.

**SECTION 3 - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - NAC 610.810 and 29 CFR §§ 29.5(b)(21), 30.4, and 30.5**

The UAC Committee is required to provide a written selection procedure (Appendix D), which will become part of these standards of apprenticeship and those with five or more registered apprentices are required to adopt an Affirmative Action Plan (Appendix C) two years after program registration. However, the Nevada State Apprenticeship Council encourages the development of these two plans for all programs regardless of apprentice numbers.

For programs with fewer than five apprentices, these plans are not required, and the sponsor may continue to select apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

**SECTION 4 - QUALIFICATIONS FOR APPRENTICESHIP – NRS 610.144 NAC 610.090 and 29 CFR § 29.5(b)(10)**

Applicants will meet the following minimum qualifications. These qualification standards, and the score required on any standard for admission to the applicant pool, must be directly related to job performance, as shown by a statistical relationship between the score required for admission to the pool and performance in the apprenticeship program:

A. Age

Minimum qualifications required by the sponsor for persons entering the apprenticeship program, with an eligible starting age not less than 18 years.

B. Education

A high school diploma, General Educational Development (GED) equivalency or other high school equivalency credential is required. Applicant must provide an official transcript(s) for high school and any post-high school education. Applicant must submit the GED certificate or other high school equivalency credential if applicable.

C. Driver’s License and/or Valid Identification

All applicants must have a current, valid driver's license or identification.

D. Physical

Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants may be subject to a physical agility test, fitness test, or screen for the current illegal use of drugs or both on acceptance into the program and prior to being employed. The cost of the examination and/or drug screening shall be the responsibility of the employer.

E. Aptitude Test

All applicants must pass each Assessment test with a 70% or higher score.

- Math Assessment
- Trade Knowledge Assessment

**The aptitude test shall not be used as the sole factor of disqualifying an applicant.**

F. Other

N/A

**SECTION 5 - APPRENTICESHIP AGREEMENT – NRS 610.150, NRS 610.160 and 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(11)**

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice will be covered by a written apprenticeship agreement (Appendix B) which can be submitted electronically through the Registered Apprenticeship Partners Information Data System (RAPIDS) or its successor, using the Apprentice Electronic Registration process by the sponsor and the apprentice and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and

conditions of these standards a part of the agreement as though expressly written therein. The sponsor shall provide a copy of the apprenticeship agreement to the apprentice, the Registration Agency, and the employer. An additional copy will be provided to the veteran's state approving agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the apprenticeship agreement, each selected applicant will be given an opportunity to read and review these standards, the UAC Committee's written rules and policies, and the apprenticeship agreement. The Nevada State Apprenticeship Council, via the Registration Agency will be advised within 10 days of the execution of each apprenticeship agreement and will be given all the information required for registering the apprentice.

### **SECTION 6 - SUPERVISION OF APPRENTICES AND RATIOS - NRS 610.144 and 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)**

No apprentice shall work without proper or adequate supervision of the journey worker.

For the purpose of these apprenticeship standards, adequate or proper supervision of the apprentice means the apprentice is always under the supervision of a fully qualified journey worker or supervisor who is responsible for making work assignments, providing on-the-job learning (OJL), and ensuring safety at the worksite.

To supervise an apprentice adequately or properly does not mean the apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the apprentice is working on; is readily available to the apprentice; and is making sure the apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of apprentices to fully proficient workers (journey workers) consistent with proper supervision, training, safety, continuity of employment. The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of apprentices to fully proficient workers (journey workers) will be as noted in each Appendix A.

### **SECTION 7 - TERM OF APPRENTICESHIP - 29 CFR § 29.5(b)(2) NRS 610.144(3)(b)**

The term of the occupation will be time-based with an OJL attainment of 6500 hours supplemented by the required 1000 hours of related instruction as stated on the Work Process Schedules and Related Instruction Outline (Appendix A).

### **SECTION 8 - PROBATIONARY PERIOD - NRS 610.150, NRS 610.144, and 29 CFR §§ 29.5(b)(8) and 29.5(b)(20)**

Every applicant selected for apprenticeship will serve a probationary period of 1625 OJL hours and not less than 250 hours of related and supplemental instruction after signing the Apprenticeship Agreement.

During the probationary period, either the apprentice or the UAC Committee may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The records for probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program.

After the probationary period the Apprenticeship Agreement may be canceled at the request of the apprentice or may be suspended or cancelled by the UAC Committee for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the UAC Committee will provide written notice to the apprentice and to the Nevada State Apprenticeship Council via the Registration Agency of the final action taken.

### **SECTION 9 - HOURS OF WORK**

Apprentices will generally work the same hours as fully proficient workers (journey workers), except that no apprentice shall be allowed to work if it interferes with attendance in related instruction classes. Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

### **SECTION 10 - APPRENTICE WAGE PROGRESSION – NRS 610.144 and 29 CFR § 29.5(b)(5)**

Apprentices shall be paid a progressively increasing schedule of wages and fringe benefits based on either a percentage or a dollar amount of the current hourly journey worker/fully trained worker wage. The percentages that will be applied to the applicable fully proficient or journey worker rate are shown on the attached Apprentice Wage Schedule, Work Process Schedules and Related Instruction Outlines (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law that may be applicable.

### **SECTION 11 - CREDIT FOR PREVIOUS EXPERIENCE – NRS 610.140 and 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)**

UAC Committee may grant credit toward the term of apprenticeship to new apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these standards.

Apprentice applicants requesting up to 12 months of credit for prior experience gained outside the sponsor's supervision must submit their request during the application process and pass the Challenge Exam with a score of 70% or higher.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the apprenticeship committee, ranging from more than 12 months up to 42 months, must follow these procedures: 1. Work for an ACTA-approved contractor who is willing to sponsor their training. 2. Have at least 10 years of experience in the HVAC Sheet Metal Trade. 3. Complete a Challenge Exam, which must be passed with a minimum score of 70% to gain credit. 4. The summary letter and Challenge Exam results will be submitted to the UAC Committee for final approval of credit.

An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues.

### **SECTION 12 - WORK EXPERIENCE – NRS 610.144 and 29 CFR § 29.5(b)(3)**

During the apprenticeship, the apprentice will receive OJL and related instruction in all phases of

the occupation necessary to develop the skill and proficiency of a skilled journey worker. The OJL will be under the direction and guidance of the apprentice's supervisor.

### **SECTION 13 - RELATED INSTRUCTION - NRS 610.144 and 29 CFR § 29.5(b)(4)**

Every apprentice is required to participate in coursework related to the job as outlined in Appendix A, with a minimum of 250 hours of related instruction is required for each year of the apprenticeship. Apprentices agree to take such courses as the UAC Committee deems advisable. The UAC Committee will secure the instructional aids and equipment it deems necessary to provide quality instruction. Although the apprentice shall not pay for costs of training, the UAC Committee may require apprentice to pay the costs of his or her books and tools. In cities, towns, or areas having no vocational schools or other schools that can furnish related instruction, the UAC Committee may require apprentices to complete the related instruction requirement through electronic media or other instruction approved by the Registration Agency.

Apprentices will not be paid for hours spent attending related instruction classes.

Any apprentice who is absent from related instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction without due cause, the UAC Committee will take appropriate disciplinary action and may terminate the apprenticeship agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on the job. The UAC Committee will monitor and document the apprentice's progress in related instruction classes.

The UAC Committee will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. UAC Committee may require the instructors to attend instructor training to meet the requirements of NRS 610.144 and 29 CFR § 29.5(b)(4)(i)(ii) or state regulations.

### **SECTION 14 - SAFETY AND HEALTH TRAINING - NRS 610.144 and 29 CFR § 29.5(b)(9)**

All apprentices will receive instruction in safe and healthful work practices both on the job and in related instruction that follow the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

### **SECTION 15 - MAINTENANCE OF RECORDS - NRS 610.144 and 29 CFR §29.5(b)(6), 29.5(b)(23), and 30.8**

The UAC Committee is responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;

- records pertaining to interview;
- the original application;
- records of each apprentice's OJL;
- related instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship.

The UAC Committee will maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the UAC Committee's outreach, recruitment, interview, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under NRS 610.144 (please refer to NAC 610.910) and 29 CFR § 30 (please refer to 29 CFR § 30.8).

All such records are the property of the UAC Committee and will be maintained for a period of five years from the date of last action. They will be made available to the Registration Agency upon request.

### **SECTION 16 - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - NRS 610.120 and 29 CFR § 29.5(b)(15), and Circular 2015-02**

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the UAC Committee will certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the Registered Apprenticeship Partners Information Data System (RAPIDS) or its successor, or in writing using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form in (Appendix B), accompanied by the appropriate documentation for both on-the-job learning and the related instruction as may be required by the Registration Agency.

#### **Certificate of Training**

A Certificate of Training may be requested from and issued by the U.S. Department of Labor's Office of Apprenticeship, Office of the Administrator (the Registration Agency), only for a registered apprentice who has been certified by the UAC Committee as having successfully met the requirements to receive an interim credential as identified in these standards. The Registration Agency may require that a record of completed OJL and related instruction for the apprentice accompany such requests.

### **SECTION 17 - NOTICE TO REGISTRATION AGENCY - NRS 610.160 and 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)**

The Nevada State Apprenticeship Council, via the Registration Agency, must be notified within 10 days of any apprentice action—for example, registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, cancelled—and a statement of the reasons for such actions.

**SECTION 18 - REGISTRATION, CANCELLATION, AND DEREGISTRATION - NRS 610.095, NRS 610.180, and 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)**

These standards will, upon adoption by the UAC Committee, be submitted to the Nevada State Apprenticeship Council for approval. Such approval will be required before implementation of the program.

The UAC Committee reserves the right to discontinue at any time the apprenticeship program set forth herein. The UAC Committee will notify the Nevada State Apprenticeship Council via Registration Agency within 30 days in writing of any decision to cancel the program.

The Nevada State Apprenticeship Council may initiate deregistration of these standards for failure of the sponsor to abide by the provisions herein, including NAC 610 and NRS 610. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The UAC Committee will notify each apprentice of the cancellation of the program and the effect of same. If the apprenticeship program is cancelled at the UAC Committee's request, the sponsor will notify the apprentice(s) within 10 days of the date of the Nevada State Apprenticeship Council's acknowledgment of the UAC Committee's request. If the Nevada State Apprenticeship Council orders the deregistration of the apprenticeship program, the UAC Committee will notify the apprentice(s) within 10 days of the effective date of the order. This notification will conform to the requirements of NAC 610 and 29 CFR § 29.8.

**SECTION 19 - AMENDMENTS AND MODIFICATIONS - NRS 610.150 and 29 CFR § 29.5(b)(18)**

These standards may be amended or modified at any time by the UAC Committee, provided that no amendment or modification adopted will alter any apprenticeship agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Nevada State Apprenticeship Council for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

**SECTION 20 - ADJUSTING DIFFERENCES; COMPLAINT PROCEDURE - NRS 610.180 and 29 CFR § 29.5(b)(22), 29.7(k), and 30.11**

The UAC Committee will have full authority to enforce these standards. Its decision will be final and binding on the employer, the sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects their participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, the applicant or apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:

**NRS 610.180 and 29 CFR § 29.7(k)**

The UAC Committee will hear and resolve all complaints of violations concerning the apprenticeship agreement and the registered apprenticeship standards for which written notification is received within 10 days of the alleged violations. The UAC Committee will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification. Either party to the apprenticeship agreement may consult with the Nevada State Apprenticeship Council for an interpretation of any provision of these standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints, as specified in Appendix B:

**Air Conditioning Trade Association**  
**Jill Mojica**  
**1360 Greg Street, Suite 105**  
**Sparks, NV 89431**  
[jmojica@actrade.ac](mailto:jmojica@actrade.ac) 888-486-4464 ext. 101

### **NRS 610.180 and 29 CFR § 30.11**

Any apprentice or applicant for apprenticeship who believes that they have been discriminated against on the basis of race, color, religion, national origin, or sex with regard to apprenticeship or that the equal opportunity standards with respect to their selection have not been followed in the operation of an apprenticeship program may, personally or through an authorized representative, file a complaint with the Nevada State Apprenticeship Council, via Registration Agency or, at the apprentice or applicant's election, with the private review body established by the program sponsor (if applicable).

The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided in NRS 610.144 and 29 CFR § 30.

The complaint must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the Nevada State Apprenticeship Council must occur within the time limitation stated above or 30 days from the final decision of such review body, whichever is later. The time may be extended by the Nevada State Apprenticeship Council for good cause shown.

Complaints of discrimination and failure to follow equal opportunity standards in the apprenticeship program may be filed and processed under NRS 610.180 and 29 CFR § 30 and the procedures set forth above. The sponsor shall provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

### **NAC 610.460 Dismissal of apprentice; reconsideration of dismissal; appeal from final decision. ([NRS 610.090](#), [610.140](#), [610.180](#))**

1. The UAC committee may cancel an agreement with any apprentice and dismiss them. Upon such a cancellation and dismissal, the UAC committee shall serve written notice of the dismissal upon the apprentice and notify them of the right to request the UAC committee to reconsider its decision. Such a notification must be given by certified or registered mail.

2. The apprentice may make such a request by filing a written notice of the request with the UAC committee within 30 days after the date on which the notice of dismissal from the program is deposited in the mail.

3. Within 30 days after receipt of a request or at its next scheduled meeting, whichever is sooner, the UAC committee shall hold a hearing for the reconsideration. The UAC committee shall notify:

(a) The apprentice of the UAC committee's final decision upon reconsideration and of the right to appeal from that decision to the Council if the UAC committee has affirmed the dismissal; and

(b) The Council of the UAC committee's final decision upon reconsideration.

4. The UAC committee shall prepare a record of the hearing required pursuant to subsection 3 that includes, without limitation, an explanation of the final decision of the UAC committee.

5. The apprentice may appeal from the UAC committee's final decision to the Council by filing a written notice of appeal with the Council. This appeal must be filed within 30 days after the date on the notice of cancellation from the UAC committee.

The apprentice may appeal to:

**NEVADA LABOR COMMISSIONER**  
**NEVADA STATE APPRENTICESHIP COUNCIL**  
**3300 W. Sahara Ave., Suite 225**  
**Las Vegas, NV 89102**  
[NEVADASAC@labor.nv.gov](mailto:NEVADASAC@labor.nv.gov)

#### **SECTION 21 - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION - NRS 610.090 and 29 CFR § 29.5(13)**

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committees or program sponsors and must comply with the following requirements:

- i. The transferring apprentice must be provided a transcript of related instruction and OJL by the committee or program sponsor.
- ii. Transfer must be to the same occupation; and
- iii. A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

The apprentice must receive credit from the new sponsor for the training already satisfactorily completed.

#### **SECTION 22 - RESPONSIBILITIES OF THE APPRENTICE**

Apprentices, having read these standards formulated by the UAC Committee, agree to all the terms and conditions contained herein and agree to abide by the UAC Committee's rules and policies, including any amendments, and to serve such time, perform such manual training, and study such subjects as the UAC Committee may deem necessary to become a skilled journey worker.

In signing the apprenticeship agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Maintain and make available such records of work experience and training received on the

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job and in related instruction as may be required by the UAC Committee.

- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer, or the apprenticeship agreement is terminated by the UAC Committee.

### **SECTION 23 - TECHNICAL ASSISTANCE**

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship, the Nevada Labor Commissioner, Nevada State Apprenticeship Council, and vocational schools, may be requested to advise the UAC Committee.

The UAC Committee is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

### **SECTION 24 - CONFORMANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS**

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal or Nevada State Law or Regulation.

### **SECTION 25 - DEFINITIONS**

**APPRENTICE:** Any individual employed by the employer meeting the qualifications described in the standards of apprenticeship who has signed an apprenticeship agreement with the local sponsor providing for training and related instruction under these standards and who registers with the Registration Agency.

**APPRENTICE ELECTRONIC REGISTRATION (AER/RAPIDS):** An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

**APPRENTICESHIP AGREEMENT:** The written agreement between the apprentice and the sponsor setting forth the responsibilities and obligations of all parties to the apprenticeship agreement with respect to the apprentice's employment and training under these standards. Each apprenticeship agreement must be registered with the Registration Agency.

**CERTIFICATE OF COMPLETION OF APPRENTICESHIP:** The credential issued by the Registration Agency to those registered apprentices certified and documented as having successfully completed the apprentice training requirements outlined in these standards of apprenticeship.

**CERTIFICATE OF TRAINING:** A credential that may be issued by the U.S. Department of Labor's Office of Apprenticeship, Nevada Labor Commissioner, or by the Nevada State Apprenticeship Council administrator to those registered apprentices whom the sponsor has certified in writing to

the Registration Agency as having successfully met the requirements to receive an interim credential.

**ELECTRONIC MEDIA:** Media that utilizes electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

**EMPLOYER:** Any person or organization employing an apprentice, whether or not such person or organization is a party to an apprenticeship agreement with the apprentice. A person, business, or company signatory to this sponsor's standards that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these standards.

**HYBRID OCCUPATION:** An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.

**INTERIM CREDENTIAL:** A credential may be issued by the Registration Agency, upon request of the appropriate sponsor, as certification of competency attainment by an apprentice.

**JOB CORPS CENTER:** Any of the federally funded Job Corps centers throughout the U.S. and Puerto Rico. Job Corps serves youths and young adults 16-24 years of age. Sponsors that wish to hire Job Corps graduates who are trained in any occupation covered under these standards and who meet the minimum qualifications for apprenticeship may do so via the direct entry provision described in Appendix D: Qualifications and Selection Procedures.

**JOURNEYWORKER/FULLY COMPETENT WORKER:** A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. These terms may also refer to a mentor, technician, specialist, or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

**O\*NET-SOC CODE or its successor:** The Occupational Information Network (O\*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O\*NET classification uses an O\*NET-SOC Code. Use of the SOC classification as a basis for the O\*NET Codes ensures that O\*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, state, and local levels.

**ON-THE-JOB LEARNING (OIL):** Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

**PROVISIONAL REGISTRATION:** The one-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Registration Agency, as provided for in NAC 610.357 and 29 CFR §§ 29.3(g) and (h).

**REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS) or its successor:** A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.

**REGISTRATION AGENCY and FIELD REPRESENTATIVE:** The U.S. Department of Labor's Office of Apprenticeship, Nevada Labor Commissioner, or the Nevada State Apprenticeship Council that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR § 29 and 30, and conducting quality assurance assessments.

The field representative shall mean the person designated by Office of Apprenticeship to service this program.

The Registration Agency and field representative identified are:

Nevada Labor commissioner and/or Nevada State Apprenticeship Council 702-486-2650

and

U.S. Department of Labor, Office of Apprenticeship 702-388-6396

**RELATED INSTRUCTION:** An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to the apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

**SPONSOR:** Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered. That assumes the full responsibility for administration and operation of the apprenticeship program.

**STANDARDS OF APPRENTICESHIP:** This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

**SUPERVISOR OF APPRENTICE(S):** An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

**TIME-BASED OCCUPATION:** An occupation using an apprenticeship approach that measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

**TRANSFER:** A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committees or program sponsors.

**UAC Committee:** The Unilateral Apprenticeship Committee (UAC) is an Air Conditioning Trade Association appointed committee that is responsible for the administration and enforcement of the Apprenticeship Standards. The Craft name is often used as a prefix (i.e. UAC means Unilateral Apprenticeship Committee.) Unlike other programs, there's only one committee for all crafts,

although each area has regional sub-committees.

**YOUTHBUILD:** A youth and community development program that addresses core issues facing low-income communities: housing, education, employment, crime prevention, and leadership development. In Youth Build programs, low-income young people ages 16-24 work toward their high school diploma or General Educational Development (GED) equivalency, learn job skills and serve their communities by building affordable housing, and transform their own lives and roles in society. Sponsors that wish to hire Youth Build students who are trained in any occupation covered under these standards and who meet the minimum qualifications for apprenticeship may do so via the direct entry provision described in Appendix D: Selection Procedures.

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**SECTION 26 - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS**

**Air Conditioning Trade Association UAC hereby adopts these standards of apprenticeship.**

*Sponsor(s) designate the appropriate person(s) to sign the standards on their behalf.*

*Tony Creighton*  
**Signature of Sponsor (designee)**

**Date:** 05/13/2025

*Tony Creighton, Sr. Operation Director*  
**Type Name and Title**

\_\_\_\_\_  
**Signature of Sponsor (designee)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Type Name & Title**



NEVADA LABOR COMMISSIONER  
NEVADA STATE APPRENTICESHIP COUNCIL  
2023 Non-Joint Standards of Apprenticeship

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## Appendix A

### WORK PROCESS SCHEDULES AND RELATED INSTRUCTION OUTLINE

*Air Conditioning Trade Association UAC*

**Sheet Metal Worker**

**O\*NET-SOC CODE: 47-2211-00 RAPIDS CODE: 0510**

APPROVED BY  
THE NEVADA LABOR COMMISSIONER AND THE NEVADA STATE APPRENTICESHIP COUNCIL

\_\_\_\_\_  
Toni Giddens, Nevada State Apprenticeship Director

REGISTRATION DATE: \_\_\_\_\_

RAPIDS PROGRAM ID NUMBER: \_\_\_\_\_

DEVELOPED IN COOPERATION WITH THE NEVADA LABOR COMMISSIONER, THE  
NEVADA STATE APPRENTICESHIP COUNCIL AND THE U.S. DEPARTMENT OF LABOR



NEVADA LABOR COMMISSIONER  
NEVADA STATE APPRENTICESHIP COUNCIL  
2023 Non-Joint Standards of Apprenticeship

## Appendix A

### WORK PROCESS SCHEDULE

This schedule is attached to and a part of these Standards for the above identified occupation.

#### 1. TYPE OF OCCUPATION

Time-based       Competency-based       Hybrid

#### 2. TERM OF APPRENTICESHIP

The term of the apprenticeship is 4 years with an OJL attainment of 6500 hours, supplemented by 1000 hours of related instruction. With the first 1625 hours extending over not more than 12 months, probationary period for the trade.

#### 3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The minimum apprentice to journey worker/fully trained worker ratio is: 1 apprentice(s) hour to 1 journey worker/fully trained worker(s) hour. The maximum is 1 apprentice to 1 journey worker/fully trained worker.

#### 4. APPRENTICE WAGE SCHEDULE

An apprentice minimum starting wage will be at least \$ 21.10 per hour. Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journey worker/fully trained worker wage. A journey worker/fully trained worker minimum wage will be at least \$ 46.88. In no case will the starting wages of apprentices be less than that required by any minimum wage law that may be applicable.

#### 4-Year Term = 6500 hours

1<sup>st</sup> \$21.10 =45% of JW rate and fringe benefit payments  
2<sup>nd</sup> 1 Semester + minimum 812.5 hours = 50% of JW rate and fringe benefit payments  
3<sup>rd</sup> 1 Semester + minimum 812.5 hours = 60% of JW rate and fringe benefit payments  
4<sup>th</sup> 1 Semester + minimum 812.5 hours = 65% of JW rate and fringe benefit payments  
5<sup>th</sup> 1 Semester + minimum 812.5 hours = 70% of JW rate and fringe benefit payments  
6<sup>th</sup> 1 Semester + minimum 812.5 hours = 75% of JW rate and fringe benefit payments  
7<sup>th</sup> 1 Semester + minimum 812.5 hours = 80% of JW rate and fringe benefit payments  
8<sup>th</sup> 1 Semester + minimum 812.5 hours = 85% of JW rate and fringe benefit payments



**NEVADA LABOR COMMISSIONER  
NEVADA STATE APPRENTICESHIP COUNCIL  
2023 Non-Joint Standards of Apprenticeship**

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Periodic review and evaluation of the apprentice's on-the-job learning and related technical instruction will be conducted in alignment with the wage schedule established.

**5. WORK PROCESS SCHEDULE** (See attached Work Process Schedule)

**6. RELATED INSTRUCTION OUTLINE** (See attached Related Instruction Outline)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices will not be paid for hours spent attending related instruction classes.

Apprentice applicants requesting up to 12 months of credit for prior experience gained outside the sponsor's supervision must submit their request during the application process and pass the Challenge Exam with a score of 70% or higher.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the apprenticeship committee, ranging from more than 12 months up to 42 months, must follow these procedures: 1. Work for an ACTA-approved contractor who is willing to sponsor their training. 2. Have at least 10 years of experience in the HVAC Sheet Metal Trade. 3. Complete a Challenge Exam, which must be passed with a minimum score of 70% to gain credit. 4. The summary letter and Challenge Exam results will be submitted to the UAC Committee for final approval of credit.

An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues.

**Appendix A**

**WORK PROCESS SCHEDULE**

The term of the occupation shall be defined by the attainment of all competencies, both technical and behavioral, of the position, which would be expected and approximated to occur within 1625 hours of OJL, supplemented by a minimum of 250 hours of related instruction per year of apprenticeship.

**Apprenticeship Competencies – Technical**

<b>Item</b>	<b>Work Processes</b>	<b>Approx. Hours</b>
A	Fabrication	1500
B	Installation	4000
C	Miscellaneous	1000
D		
E		
F		
G		
H		
I		
J		
K		
L		
M		
N		
O		
P		
Q		
	<b>Total hours</b>	<b>6500</b>

The above on-the-job-learning (OJL) work process competencies are intended as a guide. It need not be followed in any sequence, and it is understood that some adjustments may be necessary in the hours allotted for different work experience. In all cases, the apprentice is to receive sufficient experience to make them fully competent and use good workmanship in all work processes, which are a part of the industry. In addition, the apprentice shall be fully instructed in safety and OSHA requirements.

**Apprenticeship Competencies – Behavioral**

In addition to mastering all the essential technical competencies, an apprentice must consistently demonstrate at an acceptable level the following behavioral competencies, to complete the apprenticeship.

<b>Item #</b>	<b>Behavioral Competencies</b>
1.	Participation in team discussions/meetings
2.	Focus in team discussions/meetings
3.	Focus during independent work
4.	Openness to new ideas and change
5.	Ability to deal with ambiguity by exploring, asking questions, etc.
6.	Knows when to ask for help
7.	Able to demonstrate effective group presentation skills
8.	Able to demonstrate effective one-on-one communication skills
9.	Maintains an acceptable attendance record
10.	Reports to work on time
11.	Completes assigned tasks on time
12.	Uses appropriate language
13.	Demonstrates respect for patients, co-workers, and supervisors
14.	Demonstrates trust, honesty, and integrity
15.	Requests and performs work assignments without prompting
16.	Appropriately cares for personal dress, grooming and hygiene
17.	Maintains a positive attitude
18.	Cooperates with and assists co-workers
19.	Follows instructions/directions
20.	Able to work under supervision
21.	Able to accept constructive feedback and criticism
22.	Able to follow safety rules
23.	Able to take care of equipment and workplace
24.	Able to keep work area neat and clean
25.	Able to meet supervisor's work standards
26.	Able to not let personal life interfere with work
27.	Adheres to work policies/rules/regulations

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**RELATED INSTRUCTION OUTLINE**

The related instruction has been developed in cooperation with employer-partners as part of the apprenticeship. The following is a set of courses to be delivered by subject matter experts.

Related Technical Instruction (RTI) - This instruction shall include, but not be limited to, at least 250 hours per year for each year of the apprenticeship. The related theoretical education listed below is tightly integrated with real work product. The curriculum is defined as a variety of classes, around which the exams and projects are based. By defining the RTI this way, all competencies required of the students are met, through project work.

<b>COURSE TOPICS</b>	<b>HOURS</b>
A. Field Installation	250
B. Fabrication/Layout	250
C. Advanced Techniques	250
D. Forman/Supervisor Options	250

**COURSE TOPIC DESCRIPTIONS**

- A. Safety, trade orientation, field tools; basic math; mechanical equipment; duct installation; metal types; basic codes; flue pipe/combustion air; free dampers; and basic thermostat/low voltage.
  - B. Shop safety; sheet metal processes; principles of layout; triangulation; soldering; gutters and downspouts; roof flashings; specialty fabrications.
  - C. SMACNA manuals; sheet metal duct fabrication standards; seismic bracing; field measuring; rigging; advanced blueprint techniques; troubleshooting; principles of refrigeration; and codes.
  - D. Project scope and specifications; the submittal process; problem solving; daily reports; RFIs and Change Orders; record drawings/as-builts; HVAC take-off, architectural research; professional development; test and air balance; Leed; and tie-ins.
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**SECTION 27 - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS**

**Air Conditioning Trade Association UAC hereby adopts these standards of apprenticeship.**

*Tony Creighton*  
**Signature of Sponsor (*designee*)**

**Date:** 05/13/2025

*Tony Creighton, Sr. Operations Director*  
**Type Name & Title**

<b>Curriculum Schedule</b>				
<b>Yr. 1, Sem. 1</b>				
<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
1	Orientation	2.5		
2	Safety (field/shop)	2.5		
3	Equipment & Tools of the Trade	2.5		
4	Shop Equipment & Safety	2.5		
5	Basic Geometry Drawing/Drafting Techniques	2.5		
6	Duct Fabrication	2.5		
7	Sheet Metal Processes	2.5		
8	Basic Math	2.5		
LAB #1	Lab (Hands-0n)	40		
9	Trade Orientation	2.5		
10	Work Ethics/Professional Development	2.5		
11	Ductwork Types	2.5		
12	Ductwork Install	2.5		
13	Field Math	2.5		
14	Air Distribution	2.5		
15	Dampers (control/fire/fire smoke)	2.5		
16	Commercial HVAC Equipment	2.5		
17	Math Review	2.5		
18	Semester Review	2.5		
LAB #2	Lab (Hands-On)	40		
	<b>Total</b>	<b>125</b>		

**Curriculum Schedule**

**Yr. 1, Sem. 2**

<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
19	Architectural Sheet Metal	2.5		
20	Introduction to Residential Heating System	2.5		
21	Use of Ductulator	2.5		
22	Residential Duct & System Sizing	2.5		
23	Residential Duct Install	2.5		
24	Flue Piping and Condensate Drain	2.5		
25	Working with Other Trades	2.5		
LAB # 3	Lab (Hands-on)	40		
26	Louvers, Dampers, Access Doors	2.5		
27	Insulation and Sealing	2.5		
28	Layout and Fab Plenum, Return Air Cans, Register Boots	2.5		
29	Soldering/Brazing	2.5		
30	Residential Flashings	2.5		
31	Residential Exhaust/Kitchen Hood/Bath Fans/Dryer Vents	2.5		
32	Residential Equipment	2.5		
33	Basic Electricity	2.5		
34	Thermostatic Controls	2.5		
35	Setting a Residential Furnace and Start-up	2.5		
36	Semester Review	2.5		
LAB # 4	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		

<b>Curriculum Schedule</b>				
<b>Yr. 2, Sem. 1</b>				
<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
1	Orientation/Codes	2.5		
2	Safety	2.5		
3	HERS Duct Pressure Testing	2.5		
4	Trade Math – Geometric Basics	2.5		
5	Trade Math – Geometric Measurements	2.5		
6	Geometric Formulas	2.5		
LAB # 1	Lab (Hands-on)	40		
7	Sheet Metal Processes	2.5		
8	Principles of Layout	2.5		
9	China Cap and Straight Cone Layout (Radial Line)	2.5		
10	Elbow Fabrication -90°	2.5		
11	Layout and Pattern Development for a Change Cheek Elbow	2.5		
12	Fabrication - Ogee Offset	2.5		
13	Fabrication – Transition Rect. to Rect.	2.5		
14	Fabrication – Transition 2	2.5		
15	Fabrication/T-Joints	2.5		
16	Fabrication/T-Joint on Angle	2.5		
17	Fabrication/7-Gore Elbow	2.5		
18	Semester Review	2.5		
LAB # 2	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		

**Curriculum Schedule**

**Yr. 2, Sem. 2**

<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
19	Fabrication – Gutter Miter/Downspout	2.5		
20	Scalene or Oblique Cones	2.5		
21	Y-Branch	2.5		
22	Symmetrical Sq. to Rd.	2.5		
23	Asymmetrical Sq. to Rd. – CL One Way	2.5		
24	Asymmetrical Sq. to Rd. – No Way	2.5		
25	Asymmetrical Sq. to Rd. – No Way	2.5		
LAB # 3	Lab (Hands-on)	40		
26	Tricks of the Trade	2.5		
27	Sq. to Sq./Rect to Rect. - Twist Transition	2.5		
28	Roof Flashings	2.5		
29	Fasteners, Hangers, & Supports	2.5		
30	Fabrication – Tool Box	2.5		
31	Plans & Specs	2.5		
32	Gas Heating & Troubleshooting – Part I	2.5		
33	Gas Heating & Troubleshooting – Part II	2.5		
34	Principles of Refrigeration – Part I	2.5		
35	Principles of Refrigeration – Part II	2.5		
36	Semester Review	2.5		
LAB # 4	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		

**Curriculum Schedule**

**Yr. 3, Sem. 1**

<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
1	Orientation	2.5		
2	SMACNA Manuals	2.5		
3	Sheet Metal Duct Fab. Standards	2.5		
4	Seismic Bracing	2.5		
5	Intro. To Field Measuring/Field Measurement	2.5		
6	Reference Points & Centerlines	2.5		
LAB # 1	Lab (Hands-on)	40		
7	Detailing Field Measurements	2.5		
8	Tie-in Drawings	2.5		
9	Equipment Layout and Placement	2.5		
10	Rigging	2.5		
11	Exhaust Systems-Fume	2.5		
12	Exhaust Systems-Product Conveying	2.5		
13	Hoods/Ventilators	2.5		
14	Kitchen Exhaust Fan System	2.5		
15	Field Measuring Kitchen Systems	2.5		
16	VRF	2.5		
17	Metal Roof Systems	2.5		
18	Semester Review	2.5		
LAB # 2	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		

**Curriculum Schedule**

**Yr. 3, Sem. 2**

<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
19	Roof Curbs (Cricket)/Roof Flashings	2.5		
20	Rectangular Roof Flange	2.5		
21	Fabricate a Chimney Cap	2.5		
22	Project Specifications	2.5		
23	Project Submittals	2.5		
24	Advanced Blueprint Techniques	2.5		
25	Advanced Blueprint Techniques	2.5		
LAB #3	Lab (Hands-on)	40		
26	Intro. to Service	2.5		
27	Cone Triangulation	2.5		
28	Triangulate a Pair of Pants – Y Branch	2.5		
29	Fabricate a Round Finial (Ball)	2.5		
30	Duct Design	2.5		
31	Equipment/Subcontractor Preparation	2.5		
32	Fabricate a Drop Cheek Elbow	2.5		
33	Air Balance	2.5		
34	Fabricate a Pitcher	2.5		
35	Trade Math Review	2.5		
36	Semester Review	2.5		
LAB # 4	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		

**Curriculum Schedule**

**Yr. 4, Sem. 1**

<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
1	Orientation/Review of Handbook/Blueprint Review	2.5		
2	Communication	2.5		
3	Working with Other Trades	2.5		
4	Problem Solving/LEAN Process	2.5		
5	Project Scope, Specifications, & Submittals	2.5		
6	Daily Reports/Memo's and their uses	2.5		
LAB # 1	Lab (Hands-on)	40		
7	RFI's/Change Orders	2.5		
8	HVAC Take-off and Detail	2.5		
9	Air Distribution Take-Off and Ordering	2.5		
10	Accounts and Ordering	2.5		
11	Develop Change Order Packet	2.5		
12	Record Drawings/As-Builts	2.5		
13	SMACNA Duct/ASM	2.5		
14	Codes	2.5		
15	Test and Balance	2.5		
16	Leed	2.5		
17	Acceptance Testing	2.5		
18	Semester Review	2.5		
LAB # 2	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		

**Curriculum Schedule**

**Yr. 4, Sem. 2**

<b>Week</b>	<b>Lesson Description</b>	<b>Hours</b>	<b>Grade Pts</b>	<b>Notes</b>
19	Project Orientation	2.5		
20	Safety Forms/Accident Prevention	2.5		
21	Submittals & RFI's	2.5		
22	Equipment & Register Take-Off	2.5		
23	HVAC Take-Off and Detail	2.5		
24	ASM Take-Off and Detail	2.5		
LAB #3	Lab (Hands-on)	40		
25	Schedule/Mobilization/Manpower/Install	2.5		
26	Change Order Packet	2.5		
27	Troubleshoot HVAC Common Problems	2.5		
28	Project Close Out/Punchlist/Demobilize	2.5		
29	Record As-Built Drawings	2.5		
30	Start-up/Checklist/Commissioning	2.5		
31	Welding	2.5		
32	Principles of CAD	2.5		
33	Review Principles of Layout	2.5		
34	Principles of Layout 2	2.5		
35	Journeyman Review – Part I	2.5		
36	Journeyman Review – Part II	2.5		
LAB # 4	Lab (Hands-on)	40		
	<b>Total</b>	<b>125</b>		



TAB B

# APPRENTICESHIP OJT AND RELATED TRAINING INSTRUCTION (RTI) INFORMATION CHECK LIST

APPRENTICESHIP TITLE: Air Conditioning Trade Association

CURRICULUM TITLE: Sheet Metal Worker

DOT NUMBER: \_\_\_\_\_

OJT HOURS: 8000

656 Total Hours of Related Instruction Per Year

Type of Related Instruction:

- |  |   |
|--|---|
| <input type="checkbox"/> Correspondence                                | <input type="checkbox"/> Outside Contract Instruction               |
| <input type="checkbox"/> Regular College Course                        | <input type="checkbox"/> Other (Please explain in summary comments) |
| <input checked="" type="checkbox"/> Course Taught by Trade Instruction |   |

Subjects to be Taught During Program:

- |                                      |   |
|--------------------------------------|---|
| 1. <u>Please see attachments: **</u> | 6 |
| 2. _____                             | 7 |
| 3. _____                             | 8 |
| 4. _____                             | 9 |
| 5. _____                             | 1 |
|                                      | 0 |
|                                      | . |

SOURCE(S) OF TRAINING MATERIAL (Title and Publisher):  
The Air Conditioning Trade Association's curriculum was developed by a team of ACTA instructors and contractors.

Instruction Location:

- |   |   |
|---|---|
| <input type="checkbox"/> Apprenticeship Training Center             | <input type="checkbox"/> College Campus |
| <input type="checkbox"/> Worksite After Hours                       | <input type="checkbox"/> Home           |
| <input type="checkbox"/> Other (Please explain in summary comments) |   |

Please Designate Length of Related Instruction Program 4 Years  
(Example: 3 Yrs., 4 Yrs.)

Submitted by: \_\_\_\_\_



TAB C



Sheet Metal  
Local 88 JATC

2025-2026

**Guidelines to the  
Rules and Regulations for the  
Sheet Metal Apprentice and  
Journeyman Classes**



(7/1/2025)  
Per 2015 Standards

Edward M Abraham  
Executive Director

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# Sheet Metal Local 88

## Joint Apprenticeship and Training Committee

### MISSION STATEMENT

**Our mission is to continue the efforts of SMART Local 88 and our Contractors:**

- ◆ **To train a new generation of craftsmen**
- ◆ **To provide our contractors with a highly skilled workforce**
- ◆ **To provide the community and customer with a quality product**
- ◆ **To provide the level of excellence in craftsmanship only the Union can provide**

### Committee Members

**Geremiah Robnett  
Ron Speigle  
Alfonso Lopez**

**Angelo Iannucci  
Mandi Wilkins  
Edward Miller**



## II. Foreword

The Sheet Metal Local 88 Joint Apprenticeship and Training Committee (JATC Board) has prepared this Apprentice Booklet to inform you of the rules and regulations of the Training Center.

You will be given an overview of the material in this booklet during orientation; however, you are expected to read through and periodically review this material independently. Failure to know and understand the material may create misunderstandings and situations.

As an apprentice in the sheet metal industry, you are given the opportunity to become a highly qualified mechanic in the sheet metal trade. The program will give you basic skills and offers you the opportunity for studies in specialized areas of the industry.

As a journeyman in the sheet metal industry, you are given the opportunity to improve your skills and learn new technology through the educational training made available to you at the Training Center, even after you've graduated the apprenticeship program. The JATC Board encourages you to always continue your education and thanks you for doing so.

You can't expect to get more out of the program than you are willing to put into it. In order to become an outstanding mechanic, you have to become more than a mediocre apprentice. And, attitude and motivation are two important keys to achieving this.

If you have any questions about the program or the rules and regulations, please contact the JATC.

## III. Office Information

Sheet Metal Local 88 JATC  
2540 Marco Street  
Las Vegas, Nevada 89115  
Phone: 702.632.3014  
Fax: 702.632.3018  
Email: [info@sm88jtc.org](mailto:info@sm88jtc.org)  
Web: <https://sm88jtc.org>

### JATC Staff

Edward M. Abraham	Executive Director (non-voting on JATC Board - advisory only)
Charles D. Wright	Training Director (non-voting on JATC Board - advisory only)
Steve Vantine	Facilities Manager / Instructor / CWI
Kenneth Bosket	TAB Specialist / Instructor
Graviela Garcia	Office Manager / Bookkeeper
DeAnna Kirk	Administrative Assistant III

## IV. Hours of Operation

The JATC office hours are 7:00 a.m. to 4:00 p.m. Monday thru Friday. The office is closed from 12:00 p.m. - 1:00 p.m. for lunch and all holidays recognized by the SMART Local 88 Collective Bargaining Agreement.

Apprentice and Journeyman classes are scheduled from 4:30 p.m. - 8:30 p.m. Under special circumstances, classes may be rescheduled by the Training Director and/or by the Instructor with prior approval of the Training Director.

## V. Joint Apprenticeship and Training Committee (JATC Board)

The JATC Board is composed of equal representation of labor and management. All duly qualified apprentices shall be under the supervision and control of the JATC Board. The JATC Board shall formulate and make rules and regulations deemed necessary to govern eligibility, registration, education, transfers, wages, hours, working conditions and the operation of the apprenticeship program. The JATC Board will evaluate apprentices' progress, grades, attendance, and on the job training performances monthly. Each semester, apprentices will fill out an evaluation on their instructors. These evaluations are reviewed by the JATC Board and must be free of sexually suggestive comments, gestures or depiction as per the Anti-Harassment Policy.

### The current JATC Board

Geremiah Robnett	Labor Co-Chair	SMART Local 88 Business Manager
Angelo Iannucci	Management Co-Chair	Bombard Mechanical
Ron Speigle	Labor Trustee	SMART Local 88 Business Agent
Mandi Wilkins	Management Trustee	SMACNA of So. NV
Alfonso Lopez	Labor Trustee	SMART Local 88 Organizer
Edward Miller	Management Trustee	Southland Industries

## VI. Length of Apprenticeship

The Sheet Metal Local 88 Apprenticeship Program is a four (4) year program which requires a minimum of 6,400 hours of on-the-job training. The four (4) year program consists of eight (8) six-month periods of training. Each period begins on July 1st and January 1st. Each apprentice receives a step increase in wages at the beginning of each period provided he/she meets the requirements and did not violate any school policy in the previous period that would warrant a setback of advancement. Please note, **the first 1,000 hours of employment after signing the indenture agreement shall be considered a probationary period.**

## VII. Indenture Agreement

The Indenture Agreement is an agreement between the Apprentice and the Sheet Metal Local 88 Joint Apprenticeship and Training Committee (JATC Board) and is registered with both the State of Nevada and the U.S. Federal Government (Bureau of Apprenticeship Training). It states that the JATC Board promises training, wage scales and advancements and the Apprentice agrees to abide by the rules and regulations set forth by the JATC Board.

## VIII. Apprenticeship Standards

The Local Apprenticeship and Training Standards for the Sheet Metal Contracting Industry are registered with the Nevada State Apprenticeship Council and are available at the JATC office for each apprentice to review in its entirety.

## IX. Apprentice Tracking System (Total Track)

Apprentices are required to sign up on the Total Track System. The JATC and Instructors will use this system to: 1) communicate with students, 2) assign homework, 3) provide class calendar, and 4) input grades. It is also where an apprentice enters their on-the-job training hours and where all students have access to documents, certifications, etc. **It is the apprentices' responsibility to log in frequently for updated information.**

## Apprentice Tracking System (Total Track) cont'd

Apprentices are required to update and maintain their current contact data in Total Track and to notify the JATC and SMART Local 88 whenever there is a change in their profile information. Without current information the JATC may not be able to communicate with the apprentice about school related business and the union may not be able to contact the apprentice for work.

## X. 2025-2026 Minimum Training Outline

Each student shall be required to attend the minimum number of classroom/lab hours and pass any related ICB/TABB certification Exam during the semester taught. **ICB/TABB certifications must be renewed using CEU credits before they expire and must be current at the time of program completion in order to graduate.**

The hours are as follows:

1 <sup>st</sup> Year *	295 hours (ICB/TABB FSDT proctored exam)
2 <sup>nd</sup> Year*	296 hours (ICB/TABB IAQT proctored exam)
3 <sup>rd</sup> Year	294 hours
4 <sup>th</sup> Year	212 hours
Journeyman Class	(as dictated by course)
	* may include Saturdays

1<sup>st</sup> Year apprentices receive Core, OSHA 10, Introduction to Welding, CPR/First Aid AED, Job Site Safety, along with the following online iTi classes: Anti-Harassment, ICRA Awareness, Grinder Safety, Understanding Weld Symbols, SMAW, GMAW, FCAW and Fire & Smoke Damper Technician. 2<sup>nd</sup> Year apprentices continue with Core, OSHA 30 Construction, Introduction to Welding, along with the following online iTi classes: Understanding Weld Symbols, SMAW, GMAW, FCAW and Ventilation Verification for Indoor Air Quality. 3<sup>rd</sup> Year apprentices receive two (2) electives, CPR Recertification, along with the following online iTi class: Introduction to Lean Construction and Smoke Control Systems Technician. 4<sup>th</sup> Year apprentices receive one (1) elective, Journeyman Prep, OSHA 30 General along with the following online iTi classes: Foreperson, Supervisory and Critical Environment Room training. (ICB/TABB Certification required for certain electives in 3<sup>rd</sup> & 4<sup>th</sup> years)

**An apprentice's work (OJT) shall not interfere with their attendance to related instruction classes.** Each student attending class at the JATC will be issued a school calendar intended to be a useful aid in keeping track of their class schedules. However, this schedule is not intended to be concrete. If special classes, meetings, or field trips should arise, it is possible that schedules, as shown on the calendar, could change.

## XI. Journeyman Classes

Journeyman are required to follow all rules and regulations that apply to apprentice classes. A \$250.00 refundable deposit may be required to attend evening classes. The deposit will not be returned if the Journeyman is absent from four (4) or more classes unless authorized by the JATC Board. A deposit from Light-Commercial Journeyman is not required for Journeyman Upgrade I and II classes. A completion certificate will be awarded upon completion of all class work to the satisfaction of the Instructor.

## XII. Certification Policy

The JATC Board encourages all SMART Local 88 Journeyman and Apprentices to pursue certifications that are related to the Sheet Metal Industry. The JATC has adopted the following policy for deposits and fees that may be required in the certification process (fees are subject to change):

- 1) If a signatory contractor requires a specific certification to perform work, no deposit will be required. The JATC will pay the required fees.

## Certification Policy cont'd

- 2) If a member chooses to take a certification, and said certification has been approved by the JATC, then a \$100.00 deposit or the fee required by the agency that administers the exam will be required (whichever amount is greater). All fees must be paid prior to taking the certification test.
- 3) No fees will be charged if the JATC proctors or administers the certification tests.
- 4) No deposit will be required if certifications are required as part of an enrolled course at the JATC.
- 5) Certification fees and deposits will be reimbursed upon passing all requirements to receive the certification(s) and by submitting a copy of the Certificate and receipt(s) to the JATC's office for processing.

## XIII. Elective Class Process

The JATC Board encourages all Sheet Metal Journeypersons and Apprentices of SMART Local 88 to pursue courses at the JATC.

At the end of an apprentice's 2<sup>nd</sup> and 3<sup>rd</sup> year of class, they will be counseled and asked to select two (2) and one (1) elective classes, respectively, for the upcoming school year. Every effort will be made to place the student in their selected classes. If a class becomes full, then some students may be asked to reconsider their choice. Grades and, if any, Disciplinary Appearances before the JATC Board may be considered when giving preference for an elective. Once beginning a class, students may not change classes, unless approved by the JATC Board.

After 3<sup>rd</sup> and 4<sup>th</sup> year apprentices have been assigned to classes, any available seats will be offered to all SMART Local 88 Journeypersons in the form of a flyer. The selection will be made on a first come - first serve basis (deposit required). If any seats remain, they will be offered to 2<sup>nd</sup> Year apprentices. However, class hours will not be counted as related instruction hours required as outlined in the standards.

The following will be considered when making the selection for the remaining seats:

1. Length in the Program
2. Current Grade Point Average
3. Attendance
4. Work Evaluations
5. Disciplinary Appearances before the JATC Board

Current Electives available are:

1. Advanced Welding
2. BIM/VDC
3. HVAC-R Service
4. Industrial / Kitchen Equipment – Stainless Weld/Finish
5. Testing, Adjusting and Balancing (TAB)
6. Architectural Sheet Metal

## XIV. Educational Loan Agreement (ELA)

The cost of your apprenticeship training is borne-jointly by the International Training Institute (ITI) and by the members and contractors of SMART Local 88. It is only equitable and right that the apprentice or journeyperson repays the industry's cost by working in the Sheet Metal Industry for employers under the Collective Bargaining Agreement whereby those employers make contributions to the Joint Apprenticeship Trust Fund.

## Education Loan Agreement (ELA) cont'd

It is the policy of the ITI that all individuals who are or will become indentured journeypersons in the Sheet Metal Industry will sign an ELA for each semester/year of training or continuing education course that they receive. If an apprentice or journeyperson is found working for a non-signatory contractor, all ELA's are due and payable immediately.

### XV. Training Materials

The Textbooks and Workbooks that will be issued to you have been developed by, and are the property of, the International Training Institute (ITI). The ITI also issues an iPad to each 1<sup>st</sup> year apprentice. Each student will furnish their own hand tools and welding kit (listed below) and the JATC will provide a drafting kit. If, for any reason, you do not complete the Apprenticeship Program, you are required to return all issued items to the JATC. If you fail to return any issued items within ten (10) calendar days of termination from the program, you will be required to pay for any and all reasonable costs for recovery of said issued items (e.g. books, tablet, drafting kit, etc.). If you lose any issued item during any school year, you will be required to purchase a replacement at the current price.

Each apprentice must attend class prepared with the appropriate training materials. An apprentice could be sent home for failure to come to class prepared which would result in an absence (refer to absence policy).

#### **Shop Hand Tools (Supplied by apprentice)**

*(Made in the USA preferred)*

1. Tool box and/or Hand Tray
2. 12' Tape Measure
3. 3' Tape Measure (1/4" wide)
4. Snips (1 each) Aviation M1 and M2
5. 12" Adjustable Tri-Square
6. 2 pair Vice Grips (1 – 10R & 1 – 10CR)
7. 1 – Scratch Awl
8. 1 – Prick Punch
9. 8" Crescent Wrench
10. 1 pair Hand Tongs or Vice – Grip Tongs
11. Riveting/Setting or Body Hammer
12. 2 – 6" Dividers
13. 1 – 18" Dividers
14. 1 – 8" Screwdriver
15. 1 – 18" Pattern Snips (16 ga capacity)
16. Sheet Metal Calculator

#### **Welding Kit (Supplied by student)**

1. Leather welding jacket
2. Welding cap
3. Welding hood with a #10 shaded lens minimum
4. 1 pair SMAW (stick)/GMAW (mig.) welding gloves
5. 1 pair of OSHA approved safety glasses
6. 1 Slag (chipping) hammer
7. 1 Large steel wire brush (No brass bristle brush)
8. 4 Vise Grips model 11R or 11SP
9. 1 pair of Welper Pliers

#### **Drafting Kit (Supplied by the JATC to 1<sup>st</sup> Year Apprentices)**

1. Stainless Steel Erasing Shield
2. 12" Architectural Scale Rule
3. 1 – 5mm Mechanical Pencil (with 3H and 5H Lead)
4. 3 – 5mm, 7mm, 9mm Mechanical Pencils (with spare erasers)
5. 30/60 Triangle 10"
6. 45/90 Triangle 10"
7. Small Bow Compass
8. Protractor 6"
9. 12" Flexible Curve
10. Clic Eraser
11. Drafting Instrument Set
12. Lettering Guide
13. Parallel Guide
14. Dust Brush
15. Drafting Tape
16. Eraser Block
17. 2 – Duct Work Templates (1 round, 1 rectangular)
18. Air Duct Calculator
19. Math Workbook
20. SMOHIT Safety Book

## XVI. Grading System

You will receive a grade from each instructor for each class attended, provided the instructor feels that a grade should be given on that day. This grade may or may not include quizzes, fittings, welding projects, blueprint projects, tests, extra points, participation, attitude, etc. All grades will be determined by your instructor(s).

Your semester average grade includes all in-person classes, may include iTi online classes (excludes OSHA and CPR). A minimum 80% semester average grade is required in order to be eligible to advance to the next step increase. Apprentices with a semester average grade lower than 76% **or excessive missing assignments** are required to appear before the JATC Board for possible action, which may include termination from the program.

In-Person Classes: A 5-point deduction will be taken for each absence from class, beginning with the 2<sup>nd</sup> absence.

Online Classes: If you miss the original scheduled class date, 20% will be deducted from your grade; missing additional extended deadlines, if any, will deduct an additional 10% each time. Any online missed dates are considered absences and are subject to the same make-up rules.

**Mid Terms and Final Exams are 25%** of Final Class Grade. If you miss a scheduled test, you are allowed only one (1) chance to make it up and there is an automatic deduction of 10-points for being absent.

You should consult with your instructor if you have any questions about your grades. After consulting with your instructor, if you feel there has been an error in the posting of your grade by the office, the instructor will need to contact the office in order to have the error corrected as grades will not be changed without the instructor's recommendation.

The top three (3) students in both the 1<sup>st</sup> Year and 2<sup>nd</sup> Year class receive a year-end JATC Award.

## XVII. Pay Rate and Step Increases

The apprentice wage pay rate is based on the current journeyperson scale as outlined in the current SMART Local 88 Collective Bargaining Agreement. Step increases to the next wage pay rate are processed to be effective July 1<sup>st</sup> and January 1<sup>st</sup>. **The periods reviewed are (January 1<sup>st</sup>) May – October and (July 1<sup>st</sup>) November – April, to allow the JATC enough time for review and processing.** Step increases are not automatic, they are earned by meeting the following requirements:

1. A minimum 80% semester average grade of all enrolled classes and pass any required ICB/TABB Certification exams as noted in the Minimum Training Outline
2. Consistently received "Satisfactory" work evaluations from your employer(s)
3. Work reports for OJT hours have been submitted on-time and are current
4. Maintain the minimum total cumulative OJT hours required at the end of the current period according to the following schedule (based on 800 OJT hours per period / reported OJT hours are verified with the Trust Fund):

	1 <sup>st</sup> YEAR		2 <sup>nd</sup> YEAR		3 <sup>rd</sup> YEAR		4 <sup>th</sup> YEAR	
	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8
<b>Journeyperson Wage Pay Rate Scale</b>	45%	50%	55%	60%	65%	70%	75%	80%
<b>Total OJT Hrs (Cumulative)</b> <small>Required at END of Current period</small>	800	1,600	2,400	3,200	4,000	4,800	5,600	6,400

## XVIII. On the Job Training Record

It is the apprentice's responsibility to enter their actual work hours (even if zero) into Total Track daily and are considered delinquent for that month if not submitted by the 15<sup>th</sup> of the following month. **Three (3) or more Delinquent reports in one (1) school year will cause the next raise step increase to be withheld.** The periods reviewed in a given school year are **(Fall) May – October and (Spring) November – April, to allow the JATC enough time for review and processing.** NOTE: at the discretion of the JATC Board, an apprentice will be pulled off of the job for eight (8) hours to bring those delinquent OJT reports up to date. **OJT hour entries are mandatory** and they are imperative in keeping track of the types of work an apprentice is involved in during their on-the-job training. Prior to raise step increases being processed, all hours entered are verified with OJT hours reported to the Trust Fund by the apprentice's employer(s).

## XIX. Absences

Apprentices are required to call the JATC's **front office prior to class** if they know they will be absent or tardy. **All excused and unexcused absences, and any classroom work, fittings, homework, or any other assignments missing due to the absence, must be made up prior to the next scheduled class. All makeup time and work will be done Monday through Thursday, 7:30 am - 11:30 am, or as scheduled (not applicable to Journeypersons).** When an apprentice is absent from class, they must complete an Absence Makeup Confirmation form during their scheduled makeup time.

Absences for the following circumstances, verified by supporting documentation, will be classified as excused:

- (a) hospitalization of apprentice
- (b) death in the immediate family
- (c) a doctor's note detailing illness
- (d) military obligations
- (e) a reasonable exception, as deemed by the JATC Board or applicable law.

**Beginning with the second (2<sup>nd</sup>) absence and each sequential absence (excused or unexcused) in a school year will result in an appearance before the JATC Board. Apprentices appearing before the JATC Board for absences may be cancelled from the Apprenticeship Program.**

An Advanced Time Off Request form must be submitted a minimum of two (2) weeks in advance for approval. **Prior to approved time off, all classroom, shop, and homework assignments for all classes must be completed.** With prior approval, apprentices are permitted to complete advanced work on evenings other than their scheduled class nights, provided scheduled classes for that evening are not interrupted. All requests for time off will be approved at the discretion of the Training Director and Instructor(s). Their decision will be final. Only one (1) Advanced Time Off Request per apprentice will be considered per school year. Using a pre-arranged absence makes the apprentice ineligible for a perfect attendance award at the end of the school year.

Absences associated with an approved Advanced Time Off Request are not included in the calculation of absences to see the JATC Board.

## XX. Tardiness

Two (2) late arrivals to class at 1-14 minutes each will result in appearing before the JATC Board. A late arrival to class of 15 minutes or more and/or leaving class early will result in one (1) absence (refer to absence policy). A possible appearance before JATC Board for an explanation may be required.

## XXI. Dress Code

OSHA approved dress code is required at the JATC. Leather work boots are required in all classes and safety glasses are required in shop areas. No shorts, sweatpants, tank tops, sleeveless shirts, tennis shoes, canvas

## Dress Code cont'd

shoes, sandals, thongs, or any clothing not considered OSHA approved are not permitted while attending class.

## XXII. Conduct of Apprentices

Conduct yourself at all times in a credible, ethical, and moral manner at the JATC and live up to the expectations and standards of your leaders on the job site. Work diligently for the employer(s) to whom you are assigned. Follow all the working rules of your employer, the Union and the JATF. Always work in a safe manner. **Remember you have chosen a lifelong career, not a job and you should represent the Industry accordingly.**

## XXIII. Misconduct and Disciplinary Action

The following misconduct is grounds for disciplinary action, up to and including discharge:

1. Use of/under the influence of illegal drugs/alcohol while on JATC property
2. Possession/use of illegal drugs/alcohol on JATC property
3. Positive results of drug test
4. Not following EAP treatment recommendation
5. Unavailable or unable to be dispatched to work
6. Unsatisfactory work evaluation
7. Refusal to participate in any training project
8. Refusal to obey an instructor
9. Not maintaining a passing grade
10. Failure to attend school as scheduled
11. Excessive absenteeism or tardiness from class or work
12. Not maintaining OJT Hours in Total Track
13. Unsafe use of tools
14. Destruction of JATC's tools, property or materials
15. Removal of JATC's tools or material from property without permission (theft)
16. Sexual, racial, religious or any other type of discrimination
17. Foul, abusive or threatening language
18. Fighting on JATC's property
19. Possessing firearms on JATC's property

Failure to comply with the Apprenticeship Program Standards, Rules and Regulations, Drug Policy, or Anti-Harassment Policy may result in disciplinary action by the Committee. Action taken may include any one or more of the following disciplinary options:

Make-Up Classes / Appearance before the JATC Board / Probation / Step increase withheld /  
Assigned work at the JATC / Dismissed from class / Suspended from the Sheet Metal Apprenticeship Program / Discharged from the Sheet Metal Apprenticeship Program

## XXIV. Problems

You are to discuss any issues that arise throughout the year with your instructor. If you and your instructor are unable to resolve the issue to your satisfaction, then your instructor will take it up with the Training Director to be followed with a meeting between yourself, your instructor and the Training Director. If the issue is not resolved during this meeting, then the Training Director will enlist the help of one (1) member of the JATC Board. Then, another meeting will be scheduled between yourself, your instructor, the Training Director and the JATC Board member. If this meeting does not produce satisfactory results, the matter will be brought up before the entire JATC Board at the next monthly meeting.

## XXV. Appeal Process

Apprentices have the right to appeal any decision(s) made by the JATC with the JATC Board. The appeal must be received in writing within ten (10) calendar days from the date of notification of the decision. If the apprentice does not feel the decision of the JATC Board is just, a further appeal can be made to the Nevada State Apprenticeship Council through the Office of the Labor Commissioner.

## XXVI. Associate of Applied Science Degree Program (AAS)

All classes offered at the JATC are accredited with the College of Southern Nevada (CSN). If an apprentice completes the entire program at the JATC they will receive 40 + credits applicable towards an AAS Degree. In order to receive an AAS Degree an apprentice must also receive credit in five (5) general education classes (course details may be requested from the front office). An apprentice may receive reimbursement for only four (4) of these general education classes. In order to receive reimbursement an apprentice must: 1) complete the general education class with a "B" or an 80% or higher passing grade, 2) fill out a reimbursement form with the JATC to include all receipts for registration and appropriate books, 3) sign an ELA for each general education class 4) receive final approval by the JATC Board, and 5) complete the additional general educational classes one (1) year prior to completion of their apprenticeship program.

## XXVII. Accidents and Injuries

**All injuries must be reported. If a person receives an injury that requires medical attention, that person must receive transportation to the nearest medical facility, North Vista Hospital.** All apprentices and instructors are covered during class by the JATF's Worker's Compensation Insurance (The Hartford). **If you are injured and require medical attention the Sheet Metal Local 88 JATC is considered your employer.** The injured party and class instructor must complete the appropriate paperwork (refer to the complete Worker's Compensation Procedures) and notify the JATC as soon as possible.

**In case of an emergency dial 911.**

## XXVIII. Safety and Fire Evacuation Plan

In the event of fire or other emergency, the Sheet Metal Local 88 JATC Board has adopted the following plan to evacuate the facility. This plan is to be part of student orientation and periodic safety meetings.

Safety and Fire Evacuation Plan: In the event of fire, notify the instructor or staff or call 911. Fire alarm sensors are located around the building and exit signs are posted in various locations around the building. If possible, stay low to the ground in the event of smoke. Evacuees meet at the mailbox located next to the main gate on the West side of the building. Instructors will take attendance at the mailbox to make sure everyone is out safely.

## XXIX. Telephone

Telephones located in the shops are available for use before or after school and on regularly scheduled breaks only, not during class time. Cell phones must be off during class hours unless an emergency arises or with advance permission of the instructor. Personal cell phones may not be used on the jobsite to conduct work related issues.

### XXX. Maintenance

You are required to pick up, wipe up, and clean up any mess that you make while on the JATC's property. This includes the parking lot as well as the interior of the school. For us to keep maintenance to a minimum, we ask that you dust and wipe your feet before entering the building. When attending class in a carpeted area, please leave your tool pouches, toolboxes, etc. either in your vehicle or in the shop to prevent wear and tear on the carpet.

**Food and drink are allowed in the break room only.** Only bottled water is permitted in the classrooms, shops, labs, etc.

**SMOKING/VAPING IS NOT PERMITTED INSIDE THE BUILDING. Smoking/Vaping is ONLY permitted on the exterior of the EAST of the building.**

### XXXI. Parking

Park in an orderly manner in the North or West compound area only or at the Union Hall. Students are not to park on the South compound area or under the parking structure, this is reserved for staff and instructors. 5 mph maximum on the JATC's property. No leaving the compound area until excused by your instructor.

### XXXII. Anti-Harassment Policy

Sheet Metal Local No. 88 Joint Apprenticeship and Training Fund is committed to maintaining a work environment that is free of harassment, bullying or other abusive conduct.

The Equal Employment Opportunity Commission (EEOC) has issued guidelines affirming that sex-related harassment in the work place is sex discrimination and, as such, is prohibited by Title VII of the 1964 Civil Rights Act. Further, Nevada State Law prohibits sexual harassment in the work place. We are in full agreement with the purpose and policy behind the protections provided by state and federal laws with regard to sexual harassment by employees or participants in the Apprenticeship Program. The Training Center also prohibits harassment based on any other legally protected characteristic as defined under applicable federal and state law – including their race, color, religion, sex, sexual orientation, national origin, age, disability, and/or genetic information.

#### Prohibited Conduct

Harassment is any unwelcome or unwanted speech, action or conduct that is offensive or abusive. Harassment of any kind whether verbal, physical, or visual that is based upon an individual's race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or any other characteristics protected by federal and state laws prohibiting discrimination, harassment and retaliation is specifically prohibited.

Examples of prohibited harassment include derogatory remarks or slurs; negative stereotyping or off-colored jokes or comments; circulation of offensive written or graphic materials, jokes, cartoons, pictures, e-mails, texting, instant messaging or computer transmissions; and gestures that demean, intimidate, ridicule, torment, or show hostility toward an individual because of his or her protected personal characteristics. We will not tolerate harassing behavior that affects tangible job benefits, that interferes with an individual's job performance, or that creates an intimidating, hostile, or offensive working environment for employees, apprentices, applicants, visitors or anyone conducting business with us.

Sexual harassment is one specifically prohibited type of harassment. No supervisor or instructor shall threaten or insinuate, either explicitly or implicitly, that an employee's or participant's refusal to submit to sexual advances will adversely affect employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or participation in the Apprenticeship Program. All conversations, discussions, meetings, written communications or posters are to be free of sexually suggestive comments, gestures or depiction. This includes; repeated offensive sexual flirtations, advances, propositions; continual or repeated

## Anti-Harassment Policy cont'd

verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading works used to describe an individual; and the display in the work place of sexually suggestive objects or pictures.

We also prohibit abusive conduct or bullying in the workplace such as repeated verbal abuse, derogatory remarks, insults and epithets; verbal or physical conduct that is threatening, intimidating or humiliating; or gratuitous sabotage or undermining of a person's work performance.

### Complaint and Reporting Procedure

When possible, confront the harasser and ask him/her to stop. The harasser may not realize the advances or behavior are offensive. When it is appropriate and sensible, you may want to tell the harasser the behavior or advances are unwelcome and must stop. Sometimes a simple confrontation will end the situation. Confronting the harasser is not a prerequisite to reporting harassment and/or unwanted conduct to an instructor, supervisor, apprenticeship administrator, or other program official.

Under state and federal law, we have an affirmative duty to investigate complaints and deal appropriately with the offenders. Any violation of this Policy shall be grounds for disciplinary action and/or removal from the Apprenticeship Program.

**An employee or participant who believes he or she has been the subject of harassment should report the alleged act immediately to an instructor, supervisor, the apprenticeship administrator, or another program official.** A confidential investigation of any complaint will be undertaken immediately. Any supervisor, instructor, employee or participant who is found, after appropriate investigation, to have engaged in harassment of an employee or participant will be subject to appropriate sanctions depending on the circumstances, from a warning in his or her file up to and including termination or removal from the Apprenticeship Program. No instructor, supervisor, employee or participant shall take any retaliatory action against another employee or participant for filing a harassment complaint.

In addition to the Apprenticeship Program's internal complaint reporting procedure, complaints of harassment may be addressed to the Office of the Equal Employment Opportunity Commission (EEOC), or the Nevada Equal Rights Commission (NERC). Both agencies investigate and assist employees regarding harassment in employment. The EEOC and the NERC serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes.

### Personal Liability for Violating this Policy

Any employee or apprentice who is found to have engaged in, aided or facilitated prohibited harassment is subject to disciplinary action, up to and including termination from employment and/or the apprenticeship program. Any employee or apprentice who engages in prohibited harassment, including any supervisor or manager who knew about, or should have known about, the harassment but took no action to investigate or stop it, may be held personally liable for monetary damages. Any supervisor or manager who knew about harassment and took no action to stop it or failed to report the harassment as required in this Policy may also be subject to discipline up to and including termination. We do not consider conduct in violation of this Policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, we reserve the right not to provide a defense or pay damages assessed against employees for conduct in violation of this Policy.

### No Retaliation

Applicable law also prohibits retaliation against an employee, apprentice, or applicant by another employee, apprentice, or applicant for using this complaint and reporting procedure in good faith or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, we will not knowingly permit any retaliation against any employee who in good faith complains of prohibited harassment or who participates in an investigation.

### XXXIII. Substance Abuse Policy

The Sheet Metal Local 88 Joint Apprenticeship and Training Committee (JATC) is committed to providing a safe, efficient and healthy training environment for all of our apprentices, journeypersons, and staff, so that the JATC Board may continue to attract and retain the most qualified and productive people, both for apprenticeship and staff positions. The JATC also aims to provide assistance to users of illegal drugs and abusers of legal drugs, including alcohol, by encouraging the use of our Employee Assistance Program. To this end, we have adopted a Substance Abuse Policy designed to provide a training environment free of the illicit or abusive use of drugs, including alcohol, whether in the training facility or on the job site.

#### A. JATC POLICY

The JATC Board expressly and strictly forbids the possession, use, gift, or sale of drugs or alcohol on school premises. In addition, the presence of illegal drugs or alcohol in a student's system or the abuse of legal drugs on school premises is strictly forbidden. A violation of this policy will result in disciplinary action up to and including immediate cancellation of the apprentice indenture agreement and/or immediate dismissal from the Program or class.

Unauthorized substances include, but are not limited to, illegal drugs and controlled substances which, (1) are not legally obtainable, (2) legally obtainable but not obtained or used in a lawful manner. Examples include illegal drugs and mind-altering drugs or addictive substances which are not sold as drugs or medicines, but which are used for mind or behavioral altering effects; and, barbiturates, benzodiazepines, amphetamines, opiates, heroin, hallucinogens, marijuana, cocaine, or any drug not prescribed for treatment by a physician. The presence of by-products (metabolites) of such substances in the urine sample, or their identification by other medically acceptable means, will be deemed to be sufficient indication of drug or alcohol presence in the system. Those whose urine test results are inconclusive on the basis of low creatinine, low specific gravity or high specific gravity will be required to be re-tested.

Refusal to participate in required drug testing is a violation of the Substance Abuse Policy and will result in rejection of an applicant for the apprenticeship Program, delay in advancement for an indentured apprentice, the cancellation of an existing Indenture Agreement, and/or immediate dismissal from the Program or class, depending on the circumstances.

The intent of the Substance Abuse Policy is to support a productive and safe, drug and alcohol-free environment for all apprentices, journeypersons, and JATC staff. The JATC encourages current apprentices, journeypersons, and JATC staff who recognize they may have a drug or alcohol problem to obtain treatment through an Employee Assistance Program.

#### B. TESTING PROCEDURES

The type, number and frequency of drug and alcohol testing will be at the discretion of the JATC. The timing of pre-acceptance testing for applicants, as well as random testing and for cause testing of JATC participants and staff, will not be announced in advance.

The collection and testing of samples will be performed by an independent testing agency in medical laboratory, as defined under Nevada law, and selected by the JATC. All initial drug tests will be paid for by the JATC.

Any sample that has been altered and/or contaminated with a foreign substance shall be considered a positive test result and will subject the tested individual to the same disciplinary action as an actual positive reading.

#### C. CONFIDENTIALITY OF TEST RESULTS

Drug testing and all actions taken under this policy will be carried out with appropriate concern for security and personal privacy. The test results will be reported only to those individuals designated by the JATC to receive test results, specifically, the Training Director or his designee. Results of all tests and related documents will be held and maintained in confidence in the administrative files of the Office of the JATC and not in any individual's personal file. Information relative to administration of the policy, and in particular with respect to any particular individual's circumstances, will be communicated by the Training Director to the JATC Committee members when necessary to fulfill JATC obligations under the Policy.

## Substance Abuse Policy cont'd

### D. TIMING OF TESTING

Pre-Acceptance Drug Testing: All applicants prior to being indentured into the JATC Program will be required to submit to a mandatory substance abuse test. Applicants who fail to pass the drug test will be ineligible for acceptance and may not reapply for one (1) year from the date of the rejection. As to those applicants who test positive while working as a pre-apprentice for a participating employer at the time of the drug and alcohol screen, the JATC will inform the employer of the positive results.

Testing of all JATC Participants, Staff and Committee Members: Beginning on July 1, 2008, all Apprentices, Journeypersons, Training Director, Coordinator, Instructors, Staff and Committee members will be subject to random testing, and for cause testing, when determined by the JATC to be in the best interests of the Program. The timing of the random testing will be at the discretion of the JATC, but the identity of those to be tested will be entirely at the direction of an independent testing agency. The sole role of the JATC in this regard will be to contact the independent testing agency, when it deems it appropriate, with the number of individuals to be tested. (That number will be up to 25% of the total number of all Apprentices, Journeypersons, Training Director, Training Director, Coordinator, Instructors, Staff and Committee members.) The testing agency will then generate a list of names, chosen at random, and forward the list to the JATC.

Those whose names are on the list will be notified and will be required to report to the testing agency within 24 hours of notification, if the testing agency is not able to do onsite testing. If onsite testing is conducted, those whose names are on the list must report to the onsite testing location as notified. Failure to appear will result in a rescheduled test for the next day with a two (2) hour window to report to the testing agency.

Testing for cause will be at the discretion of the JATC. The individual to be tested will be required to report immediately to the testing agency designated by the JATC. The testing agency will notify the JATC Training Director or his designee of those who tested negative and those referred to the Employee Assistance Program, either because they tested positive or because their test results were inconclusive.

If an individual tests positive in any random or just cause testing, and who is on disciplinary probation, is notified to attend a subsequent test, the individual must either report to the testing agency laboratory or to the onsite testing location within two (2) hours of such notification.

### E. CONSEQUENCES OF POSITIVE TEST RESULTS FOR PARTICIPANTS, STAFF AND COMMITTEE MEMBERS

Consequences of 1<sup>st</sup> Positive Drug Test: Those who test positive for drugs or alcohol will be required to have an assessment through the Employee Assistance Program. The initial counseling appointment must be made within forty-eight (48) hours of notification of a positive test result. Those who test positive shall be required to follow the EAP treatment recommendations, which may require subsequent drug or alcohol testing at his/her own expense. Apprentices who test positive will not be allowed to attend class at the JATC until such time as the apprentice is able to provide the JATC with a negative test report, at his/her own expense. The JATC will also inform the apprentice's employer of the positive test results. Journeypersons who test positive will be dropped from the class and forfeit their deposit. Committee members, Instructors, the Coordinator or Training Director who tests positive will be immediately terminated.

Consequences of 2<sup>nd</sup> Positive Drug Test: A second positive drug test will automatically require Committee action. Those apprentices who test positive a second time will be placed on probation and have their next period wage increase withheld for a (6) six-month period. Those apprentices who test positive a second time will also be required to complete a substance abuse program, approved by the JATC. Apprentices who test positive may not be allowed to attend class at the JATC, until such time as the apprentice is able to provide the JATC Board with a negative test report, at his/her own expense. The JATC will also inform the apprentice's employer of the positive test results.

Consequences of 3<sup>rd</sup> Positive Drug Test: A third positive drug test will immediately result in the termination of the apprentice's participation in the JATC Program for a period of one year. The JATC will also inform the apprentice's employer of the positive test results.

## XXXIV. Union Dues

Working dues are 1.65% of the current Total Wage Package, per hour worked, and are withheld from paychecks by the contractor and submitted to SMART 88 on behalf of the apprentice (NOTE: All hours worked, including over time, will be calculated at straight time). Counter Dues are twenty dollars (\$20.00) per month for all apprentices and are **paid directly to SMART 88 by the apprentice.**

It is the apprentice's responsibility to have in his/her possession a current counter dues receipt. Counter dues must be paid to SMART Local 88 prior to close of business the last day of the month to be current and to be eligible for the Sheet Metal Workers' International Accidental Death Benefit.

If counter dues become delinquent by two (2) months an apprentice will be "suspended."

Current Reinstatement fees are:

if apprentice is working - \$250.00 + two (2) months counter dues + late fees

if apprentice is not working - \$50.00 + two (2) months counter dues

**If counter dues become delinquent four (4) months an apprentice will be "expelled" from the program. Reinstatement fees for expulsion are \$500.00 + two (2) months counter dues.**

## XXXV. Union Holidays

SMART Local 88 holidays, as per the current Collective Bargaining Agreement, are as follows:

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day. If a holiday falls on a Saturday, the Friday preceding shall be a recognized Holiday and if a holiday falls on a Sunday, the Monday following shall be a recognized Holiday. **No Classes will be scheduled on a Union Holiday.**

## XXXVI. Union Meetings

If an apprentice is excused from class to attend a Union meeting, the apprentice must sign out after the adjournment of the meeting with the Training Director or their instructor. If the apprentice does not attend, or does not sign out as required, the class missed to attend the meeting will be counted as an absence and make up rules apply.

## XXXVII. Dispatch Procedures

Consistent with the Standard Form of Union Agreement ("SFUA") between SMART Local 88 and the Sheet Metal Contractors Association, all duly qualified apprentices are under the general supervision and control of the Sheet Metal Local 88 Joint Apprenticeship and Training Fund, Inc. (JATF).

Apprentices are, however, dispatched through the SMART Local 88 Hiring Hall. Apprentices are generally dispatched on a first in, first out basis as work becomes available. Apprentices will only be dispatched out of order if there is a specific requirement for a skill and each of the following requirements are met:

1. The apprentice is on the track of the skill requested by the Employer
2. The apprentice is receiving a passing grade in their track class
3. Both Co-Chairs approve of the dispatch

All apprentices are dispatched by SMART Local 88, must submit to and pass a pre-employment drug test prior to dispatch as required in the SFUA, and then will be given a job referral slip which must be given to the Employer. Apprentices who are unavailable, refuse, or are unable to be dispatched must appear before the JATC Board and justify the absence or refusal. If no satisfactory reason is provided, the apprentice may be removed from the Program. If, and when, the apprentice returns to the Program, they will relinquish their former position on the out-of-work list and be required to resign the list.

## Dispatch Procedures cont'd

Apprentices who have been granted a leave of absence from the Apprenticeship Program will be removed from the out-of-work list until as they return to the Program, at which time they will be required to resign the list. If the leave of absence is due to the Family Medical Leave Act ("FMLA"), the Uniformed Services Employment and Reemployment Rights Act of 1994 or any other leave provided by statute, the apprentice will be returned to their original place on the out-of-work list.

**1<sup>st</sup> thru 3<sup>rd</sup> Year Apprentices are prohibited from soliciting work for themselves:** Apprentices are not allowed to quit a job without the *prior* approval of the JATC Board. Failure to obtain permission to quit may result in termination from the Apprenticeship Program. If apprentices have complaints concerning any on-the-job training, they should contact the Training Director. **4<sup>th</sup> Year Apprentices may be allowed to solicit work for themselves upon *prior* approval of the JATC Board, if they meet the minimum OJT Hours required to date and have a passing grade in all currently enrolled classes.**

In the event an apprentice is laid off, it is the apprentice's responsibility to report to the Union Hall with a Notice of Termination from the employer immediately (or by the close of the next business day) and sign the out of work book. Failure to do so will result in being placed at the bottom of the list upon signing. To determine where an apprentice will be placed on the out of work list, the total calendar days the apprentice has been dispatched is multiplied by 2 (two). That number will represent their placement on the out of work list. [i.e. Dispatched May 1<sup>st</sup> – Laid off May 15<sup>th</sup> (15 days x 2 = 30) placed at #30 on the out of work list].

If an apprentice is terminated from the employer, they will be required to appear before the JATC Board and may be placed last on the out of work list.

As safety of the apprentices is a primary concern of the JATF, no apprentice shall be allowed to perform any work unless they are under the supervision of, accompanied on the job by, or in direct communication with a journeyman.



**Sheet Metal Local 88**  
**Joint Apprenticeship & Training Fund Inc.**  
 2540 Marco St. Las Vegas, NV 89115

## **ACKNOWLEDGEMENT AND WAIVER**

I have read, understand, and received a copy of the 2025-2026 Sheet Metal Local 88 JATC Guidelines to the Rules and Regulations of the Sheet Metal Local 88 Joint Apprenticeship and Training Committee (JATC) and agree to abide by them. I understand that failure to do so may result in my suspension or dismissal from this program. I have also reviewed and understand the 3/1/2015 approved Apprenticeship Standards.

I fully understand and agree to abide by the Sheet Metal Local 88 Joint Apprenticeship and Training Committee’s Substance Abuse Policy.

I understand and agree that I may be required to take a drug or alcohol test, at a time and under conditions imposed by the JATC, an employer, SMART Local 88 or any other entity testing in connection with my participation in the JATC Apprenticeship Program; I understand that successfully passing each test is a condition of final acceptance into the Apprenticeship Program and a condition of continued participation in the Sheet Metal Training Program; I agree to provide the JATC, on request, with a copy of any test results when testing is required under this Policy; and, I understand and agree that the JATC may act on those test results, consistent with this Substance Abuse Policy, including the release of the results of the test to my employer. I specifically waive any and all privacy rights I may have with respect to this testing and the release of the test results under these circumstances.

I understand and agree that voluntary self-referral to a substance abuse counseling program will not relieve me of responsibility for adequate classroom and on-the-job performance.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2025-2026 (2015 Stds)

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