

Apprenticeship Program Summary Sheet

Division of Apprenticeship Standards (DAS)

To: Eric Rood, Chief
From: Jennifer Vargas
Cc: Glenna Linn, Program Planning and Review
Date: March 6 2020

Program Name: Excelsior Apprenticeship Program

Industry(s): Advanced Manufacturing

DAS File No.: 100515

ACTIONS:

- Proposed New Apprenticeship Program
 - Existing Apprenticeship Program Expanding Occupations
 - Existing Apprenticeship Program Expanding Jurisdiction
 - Existing Apprenticeship Program Changing Work Processes or Related & Supplemental Instruction on Approved Occupations
-

LABOR ORGANIZATIONS REPRESENTING ANY OF THE APPRENTICES:

“None”

Apprenticeship Program Summary Sheet

DISCLAIMER OF INTEREST IN THE BUILDING TRADES AND DISPATCH RESTRICTION

The Excelsior Apprenticeship Program is not intended to train in the building and construction trades within the meaning of Labor Code section 3075, and is not eligible to dispatch apprentices to projects with public works, prevailing wage, or skilled and trained workforce requirements.

The Excelsior Apprenticeship Program will not train or dispatch apprentices for any other employer.

PROPOSED OCCUPATION(S) & WAGE RATES(S):

- Production Technician O*Net: 51-2092.00

Journeyman Wage: \$20.00

Proposed Apprentices Wage(s):

1st period 6 months 1000 hours \$15.00 per hour

2nd period 6 months 1000 hours \$15.50 per hour

3rd period 6 months 1000 hours \$16.00 per hour

4th period 6 months 1000 hours \$15.50 per hour

Proposed No. of Apprentices: 10

LIST OF PROPOSED EMPLOYER(S):

Excelsior Metal Inc.
2681 N Business Park Ave
Fresno, CA 93727

Excelsior Apprenticeship Program

Program Standards

Adopted on

DAS File No. 100515

Table of Contents

Program Standards.....	1-4
Local Education Agency Letter(s).....	Attachment A
Training Schedule and Working Conditions	
Production Technician	Attachment B
California Plan for Equal Opportunity.....	Attachment C

APPRENTICESHIP STANDARDS
(SINGLE EMPLOYER MULTI-OCCUPATION STANDARD)

NAME OF EMPLOYER (PROGRAM SPONSOR)

Excelsior Metal Inc.

ADDRESS

2681 N Business Park Ave, Fresno, CA 93727

COUNTY

Fresno

AREA OF OPERATIONS

These standards shall apply to the Company signatory hereto, and to all apprentice agreements hereunder.

The administration and operation of this apprenticeship program shall be supervised by the party signatory to these standards or a designated authorized representative. The apprenticeship program shall be subject to the review and approval by the Chief, Division of Apprenticeship Standards.

1. Occupation(s)

The approved occupation(s) are set forth in Attachment(s) "B" - List of Occupation(s) and corresponding DAS-35(s) Occupational Supplement(s), which set forth the terms of the occupation, ratios, work processes, and related supplemental instruction for each individual occupation. Additional occupations may be added, deleted or modified by submitting the proposed change(s) to the California Division of Apprenticeship Standards (DAS) for approval of the Administrator of Apprenticeship.

2. Responsibilities of Program Sponsor

The program sponsor is responsible for the administration and enforcement of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, employer or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. The Sponsor will establish an Apprenticeship Training Committee (ATC) to carry out the responsibilities and duties required of a Program Sponsor as set forth under California Code of Regulations (CCR) §212.

In addition, the Sponsor(s) agree to: (1) administer and enforce the standards as approved; (2) establish rules and regulations governing the program; (3) The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take

affirmative action to provide equal opportunity in apprenticeship for both minorities and women. The sponsor select apprentices on the basis of qualifications alone, through fair and impartial procedures applied uniformly to all applicants will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and by the California Plan for Equal Opportunity in Apprenticeship and by the California Code of Regulations, Title 8, Chapter 2; (4) provide reasonably continuous employment to all apprentices in its employ; (5) provide the diversified work training scheduled herein under competent trainers, including safety training through the program and first aid training, either in conjunction with the apprentices, related instruction classes or otherwise as appropriate; (6) arrange for Related and Supplemental Instruction pursuant to California Labor Code (LC) §3074; (7) have a Local Education Agency (L.E.A.) provide a letter approving the Related and Supplemental Instruction pursuant to LC 3074, 210, 212 (a, 7) [see attachment A]; (8) maintain a record of each apprentice's work training, related instruction and progress therein; (9) file a copy of each apprentice agreement with the California Division of Apprenticeship Standards (10) grant apprentices credit for previous experience; (11) develop disciplinary procedures for apprentices including fair hearings; (12) provide training in the recognition of illegal discrimination and sexual harassment; (13) ensure there is meaningful representation of the apprentice in the management of the program; (14) participate in the development or comply with training criteria where such have been adopted; (15) create an adequate mechanism to be used for the rotation of apprentices through all work processes; (16) submit programs ability including financial ability CCR 212.2 (a,5) [see attachment A]; (17) submit an annual Self-Assessment Review and Program Improvement Plan annually to the Chief of DAS.

3. Apprentice Agreements

Apprentices shall be at least 18 years of age. An apprentice is one who has been qualified and approved by the apprenticeship committee, signed an individual apprentice agreement with the program sponsor under these standards, which agreement has been approved by the Administrator or his duly authorized representative and filed with the California Apprenticeship Council. The standards shall be a part of the apprenticeship agreement. Apprentices shall be furnished a copy of the standards or given an opportunity to read them before indenture. The Administrator shall cancel apprentice agreements during the probationary period at the request in writing of either party; after the probationary period, agreements may be terminated by the Administrator by mutual consent of all the parties or cancelled for good and sufficient reason. An apprentice agreement shall remain in effect during a lay-off unless cancelled.

4. Responsibilities of Apprentices

Each apprentice shall satisfactorily perform all work and learning assignments, and complete a course of related instruction, as determined in accordance with California Labor Code Section 3078(d). There shall be no liability on the part of Excelsior Metal Inc. for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

5. Hours and Working Conditions

The regular workday, workweek and other working conditions for apprentices shall conform to all applicable California laws and regulations. [See Attachment(s) "B"] Establish a mechanism to rotate apprentices from work processes to work processes to assure complete training.

6. Wages and Wage Progression

The wages shall be a progressively increasing wage, employee benefits and other compensation as set by Section CCR §208. [See Attachment(s) "B"] Overtime shall not interfere with or impair

training or schooling nor be detrimental to the health and safety of the apprentice. The hours of related instruction and required school time shall not be compensated.

7. Disciplining of Apprentice

Disciplinary proceeding for apprentices shall be duly noticed in writing to such individuals. The Division of Apprenticeship Standards shall attend all such proceedings. All controversies or differences concerning the apprentice agreement, which cannot be adjusted locally, shall be submitted to the Administrator of Apprenticeship for determination.

8. Certificate of Completion

The California Apprenticeship Council will issue a Certificate of Completion to apprentices upon receipt of competent evidence of their satisfactory completion of apprenticeship hereunder.

9. Modification of Standards

These Standards shall be modified to conform to any changes in prevailing practices, conditions and wages in the area and the industry when such changes occur. Requests of the program sponsor for modification are subject to the approval of the Administrator of Apprenticeship.

Where the program sponsors establish rules and regulations for governing the program, a copy of such shall be provided to each apprentice.

Attachment A

Local Education Agency Letter(s)

Excelsior Apprenticeship Program



STATE CENTER
COMMUNITY COLLEGE DISTRICT

Fresno City College | Reedley College | Clovis Community College
Madera Community College Center | Oakhurst Community College Center
Career and Technology Center

March 6, 2020

Department of Industrial Relations
Division of Apprenticeship Standards
2550 Mariposa Mall Room 3080
Fresno CA., 93721

To Whom It May Concern:

The State Center Community College District intends to employ and train apprentices who are to receive not less than 144 hours of related classroom or online instruction for every 2000 hours of on-the-job training. State Center Community College District agrees to be the Local Educational Agency for Excelsior Apprenticeship Program. As the Local Educational Agency, State Center Community College District will assign all instruction to apprentices identified by the Division of Apprenticeship Standards as registered apprentices.

State Center Community College District will fund apprentice instruction with Full Time Equivalent (FTE) apportionment funding. If at any time additional funding is required to sustain the apprenticeship program, Excelsior Apprenticeship Program shall seek training funds from its internal training budget, local, state and federal apprenticeship grants, and/or local workforce boards under the Workforce Innovation and Opportunity Act.

Dan Sousa
Apprenticeship Program Manager
State Center Community College District
1171 Fulton St. 4th Floor Rm 114, Fresno CA, 93721

Date: 3/6/2020

Attachment B

Training Schedule and Working Conditions

Excelsior Apprenticeship Program

OCCUPATION(S)

Occupation	O*Net Code
Production Technician	51-2092.00

ARTICLE I Term of Apprenticeship and Probation

The standard term of apprenticeship shall be 4000 on-job-training (OJT) hours, 351 related and supplemental instruction (RSI) hours, and completed within 24 months. The period of probation shall be reasonable in relation to the full apprenticeship term, with full credit given for such period toward completion of the apprenticeship, and in no event shall exceed the shorter of 25 percent of the length of the program or one year. The period of probation shall be 6 months.

ARTICLE II Wage Schedule

Journey Wage: \$ 20.00 per hour effective January 1, 2020.

Journey Benefits:

Dues check off	\$00.00 per hour
Health & Welfare	\$1.33 per hour
Pension	\$0.48 per hour

Apprentices shall be paid not less than the following:

1st period	6 months	1000 hours	\$15.00 per hour
2nd period	6 months	1000 hours	\$15.50 per hour
3rd period	6 months	1000 hours	\$16.00 per hour
4th period	6 months	1000 hours	\$16.50 per hour

Advancement Schedule:

To advance from one period to the next, the apprentice shall have met the following requirements:

- 1) Shall have satisfactorily completed the indicated on-the-job work hours; and
- 2) Shall have satisfactorily completed the indicated months in the program; and
- 3) Shall have satisfactorily completed the indicated related and supplemental instruction school hours.

Overtime Provision:

All overtime shall be paid at the rate of one and one-half times the wage rate for hours worked over 8 hours per day or 40 hours per week. Time and one-half shall be paid for the first eight (8) hours worked Saturdays. All other time shall be paid at double the straight-time rate.

Hours of Work and Working Conditions:

Straight time hours per day: 8 hours; 40 hours per week.

The workday and workweek and all other conditions of employment for apprentices shall conform to all applicable laws and regulations and shall not be greater than for those of journeyman(s).

Overtime shall not be allowed if it will interfere with or impair the training or be detrimental to the health and safety of the apprentice.

ARTICLE III Work Training

- 1) The employer shall see that all apprentices are under the supervision of a qualified journeyman or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled worker, proficient in all the work processes of the trade as outlined herein.
- 2) Each apprentice shall be trained in the use of new equipment, materials and process as they come into use in the occupation.
- 3) The major work processes in which apprentices will be trained (although not necessarily in the order listed) and the approximate hours (not necessarily continuous) to be spent on each are as follows:

100 hours Safety: Demonstrate how to work in a safe and productive manufacturing workplace, identify unsafe conditions and take corrective action, monitor safe equipment and operator performance, utilize effective, safety-enhancing workplace practices

3300 hours Processes and Production: Demonstrate how to set up equipment for the production process, coordinate workflow with team members, perform and monitor the process to make the product specified, ensure product and process compliance, prepare final product for shipping.

400 hours Quality Practices and Measurement: Demonstrate how to participate in periodic internal quality audit activities, check calibration of gages and other data collection equipment, communicate quality problems, take corrective actions to restore or maintain quality, use common measurement systems and precision measurement tools.

200 hours Maintenance Awareness: Demonstrate how to monitor indicators to ensure correct operations, perform all housekeeping to maintain production schedule, recognize potential maintenance issues with

basic production systems, including knowledge of when to inform maintenance personnel about problems with tools, systems, and equipment.

4000 total hours

ARTICLE IV Related Instruction

Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction, which will not be less than 351/369 hours per year. Related and supplemental instruction will be provided by State Center Community College District

Time spent in related and supplemental instruction may not be compensated.

MFGT 21 Blueprint Reading	2 units 45 hours
MFGT 22 Industrial Materials	2 units 45 hours
AT 21 Occupational Safety and Health	2 units 45 hours
AT 130 Industrial Math	3 units 54 hours
MFGT 60 or Weld 2A Intro to Welding	5 or 6 units 162 or 180 hours
MFGT 80 Intro to Machine Shop	3 units 54 hours
(Apprentices must take either welding or machine shop course)	
Total Hours 351 - 369	

ARTICLE V Ratio

A qualified employer may employ 2 apprentice(s) when at least 1 journeyperson(s) is/are regularly employed, and 2 additional apprentice(s) for each 1 journeyperson(s) is/are employed.

Attachment C

California Plan for Equal Opportunity

Excelsior Apprenticeship Program

Occupations:

Occupation	O*Net Code	Attachment
Production Technician	51-2092.00	B

Area Covered by Standards: These standards shall apply to Excelsior Apprenticeship Program subscribed hereto and to all apprentice agreements here under

Approved Statistical Area for Recruitment: Fresno County

The Excelsior Apprenticeship Program in accordance with the California Plan for Equal Opportunity in Apprenticeship declares the following selection procedures:

I. Pledge:

The recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age for individuals over forty years of age, military or veteran status, or sexual orientation. The employer-sponsor will take affirmative action to provide equal opportunity in apprenticeship for both minorities and women and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and equal opportunity regulation of the State of California.

II. Dissemination of Information:

Recruitment information shall be disseminated statewide to the following agencies and organizations:

- 1) U.S. Department of Labor, Bureau of Apprenticeship and Training
- 2) California Division of Apprenticeship Standards
- 3) California Employment Development Department (EDD)
- 4) California Community Colleges
- 5) California County Superintendent of Schools
- 6) Other: Outreach to minority organizations (including veterans and women's groups) used to recruit and refer applicants to help meet program sponsor's goals and timetables.

A list of agency/organization addresses is available from DAS upon request. The apprentice program shall provide DAS the program's dissemination list upon request.

III. Affirmative Action Program:

The program will engage in outreach and positive recruitment activities for the purpose of increasing minority, veteran, women, and youth participation in our area as follows:

- 1) Participate in two or more career fairs or workshops each year to encourage minorities, veterans, females, youth to apply for apprenticeship opportunities;
- 2) Cooperate and counsel with secondary and vocational school administrators concerning the needs of the industry and the transition of minority, veteran, female, and youth from school to the industry through apprenticeship;
- 3) Disseminate information within the industry including sponsors and other industry representatives to acquaint all involved with the goals of the apprenticeship program and to effect cooperation, as new applicants are needed;
- 4) Disseminate information with various outreach programs that represent underserved individuals primarily in rural and urban areas, as new applicants are needed.

IV. Written Applications:

Upon Excelsior Apprenticeship Program determination of the need to employ and train an apprentice, Excelsior Apprenticeship Program will accept applications at place of employment.

V. Selection of Apprentice Applicant:

Applicants will be selected by Excelsior Apprenticeship Program using selection method #4 as outlined in the California Code of Regulations, Title 8, Chapter 2, Part 1, Section 215, Chapter 6, from a pool of eligible created during the established recruiting process in accordance with the State and Federal Equal Opportunity regulations.

1. Excelsior Metal Inc. will report recruitment and selection data annually to the Excelsior Apprenticeship Program coordinator/director;
2. Minimum age of all applicants shall be 18 years. There is no maximum age;
3. Educational prerequisite for entry: High school diploma or GED/equivalent;
4. Applicant must have the ability to perform the work of the trade/occupation safely. Physical examination required for entry is at no cost to the applicant and the physical exam will include drug screening prior to employment, as well as random drug screening throughout the apprenticeship program may be required for selection and/or continued participation/employment. The physical examination shall be weighted at 50% for the overall scoring;
5. Predictive Index test shall be administered by the Excelsior Apprenticeship program and shall be weighted at 25% for the overall scoring;
6. Oral interview will be based on a total rating of 100%. The oral interview shall be rated on the following factors: Attitude 20%, Confidence 20%, Oral responses 20%, Stability 20%, and Motivation 20%. Passing score shall be 70% or higher. The Oral interview shall be weighted at 25% for the overall scoring;
7. Applicant's prior work experience and training will be evaluated by the Excelsior Apprenticeship Program prior to employment and appropriate credit will be given toward on-the-job training hours and related supplemental instruction. Apprentice applicant must verify, in writing, all past experience/education for consideration of credit.

VI. Goals and Timetables:

Total population in area covered is 33,871,648 as of 2000 census.

WOMEN:

Percent of females in the workforce: 45.1%

Goals for intake of females:	22.6%
MINORITIES (Men & Women):	
Percent of minorities in the workforce:	51.6%
Goals for intake of minorities by ethnic group	
Black (not Hispanic):	6.7%
Asian & Pacific Islander:	8.6%
American India & Alaskan Native:	0.8%
Filipino:	3.2%
Hispanic:	32.4%

VII. Records:

Cal Plan and all other records will be maintained for five years and kept at:

Excelsior Metal Inc.
2681 N Business Park Ave
Fresno, CA 93727

VII. Annual Compliance:

Excelsior Apprenticeship Program will submit an annual compliance report to the Division of Apprenticeship Standards at such time as requested by the Division.

SIGNED FOR THE PROGRAM SPONSOR:

Heins Pederson
COO
heinskart@excelsioramerica.com
559-346-0932

Date

SIGNED FOR DIVISION OF APPRENTICESHIP STANDARDS:

The foregoing apprenticeship standards, being in conformity with the rules and regulations of the California Apprenticeship Council, the California Code of Regulations, and applicable Federal Regulations are hereby approved _____.
(DAS approval date)

Eric Rood, Chief
Division of Apprenticeship Standards

Date