

ARTICLE 26

APPRENTICESHIP PROGRAM

Apprenticeship Program

26.1 The CSU and Teamsters Local 2010 agree to administer the apprenticeship standards approved by the Joint Apprenticeship and Training Committee (JATC). All CSU apprentices shall be registered with the State of California Department of Apprenticeship Standards (DAS) and with the JATC. The working conditions of Apprentices shall be determined by the JATC.

Joint Apprenticeship Committee

26.2 The apprenticeship committee, hereafter referred to as the "Joint Apprenticeship and Training Committee" or "JATC", will represent all of the California State University Campuses and will consist of ten members, five of whom shall be selected by and represent the California State University and five of whom shall be selected by and represent Teamsters Local 2010. In addition, there shall be an apprenticeship consultant representing the Division of Apprenticeship Standards (DAS Administrator) and any other advisors as the committee shall determine. These advisors shall act without vote.

26.3 The JATC shall meet on dates mutually agreed-upon by the parties. JATC members shall be released from work without a loss in pay for time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules, travel requirements and preparation for JATC members for JATC meetings.

26.4 Prior to establishing an apprenticeship program on a campus, the campus shall establish a Campus Apprenticeship Sub-Committee (CAS), consisting of four members, two of whom shall be selected by and represent the California State University on that campus and two of whom shall be selected by and represent Teamsters Local 2010 on that campus. By mutual agreement the number of members on the CAS may be increased or decreased.

26.5 The JATC and the CAC shall comply with the DAS Standards and Apprenticeship Handbook created by the JATC.

- 26.6 In addition to the responsibilities of the JATC delineated in the Apprenticeship Standards, the JATC may also elect to:
- a. Explore and, if feasible, develop training to upgrade the skill levels of journey-level employees.
 - b. Explore alternative methods of skill-based training for Apprentices.

Training Fund

- 26.7 The parties agree to explore methods for seeking funding from non-CSU sources in order to establish a Joint Apprenticeship Fund. This fund, once established, shall be administered by the Joint Apprenticeship and Training Committee and shall be used to pay for training and tools for CSU Apprentices.

Working Conditions

- 26.8 All provisions of the CSU/Teamsters Local 2010 Agreement shall apply to apprentices, except for the following sections or modifications:
- a. Provision 2.12 (f), Employee Status, defines the term "Apprentice Employee" as used in this Agreement, as a bargaining unit employee who is serving in a certified CSU Apprentice program for a specified period of time.
 - b. Provisions 2.21 and 2.22 (workday and worktime), shall not include any time spent by apprentices in connection with courses of related and supplemental instruction. All such time shall be non-compensable except for any course of instruction which is given on a job site during worktime.
 - c. The arbitration procedure outline in Article 9, Provisions 9.10 through 9.16 shall not be utilized by apprentices. In lieu of arbitration, the following Level IV and Level V procedure shall apply to apprentices:
 1. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Chair of the Joint Apprenticeship and Training Committee not later than seven (7) days after the receipt of the Level III response. The committee shall meet as a whole within thirty (30) days to hear the grievance.

2. If the Joint Apprenticeship Committee is unable to resolve or adjust the grievance because of a divided vote, the grievance shall be submitted to the DAS Administrator for final determination. The DAS Administrator shall not have the power or authority to alter, add to, detract from, or amend any provision of the applicable MOU or of the apprenticeship standards.
 3. The parties agree that the standard of review of both the JATC and the DAS Administrator is whether the CSU violated or misapplied a specific provision(s) of the Agreement between the parties as hereby amended.
 4. Any decision by either the JATC or the DAS Administrator shall not establish a precedent.
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- d. Article 10 - Appointment, shall have no application to apprentices, except for Section 10.1, 10.3, 10.8 and 10.10.
 - a. Article 11 - Probationary Period, shall have no application to apprentices.
 - b. Article 12 - Evaluation, shall have no application to apprentices. Evaluation of apprentices shall be made in accordance with the terms of the apprenticeship standards.
 - g. Article 20 - Assignment/Reassignment, shall have no application to apprentices.
 - h. The parties agree that the words "work schedule(s)" wherever they appear in Article 22, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during worktime.
 - i. The parties agree that "overtime" as defined in Provision 23.1 of Article 23, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during worktime.
 - j. Article 24 - Salary. Apprentices are eligible for any General Salary Increases (GSI's) which may be negotiated, but are not eligible for Performance-based Salary Increases (PSI's).
 - k. The parties agree that Article 27, Training and Development, shall have no application to apprentices except that a fee waiver will be granted for any course of related or supplemental instruction pertaining to apprenticeship authorized by the Joint

Apprenticeship Committee which is given by The California State University at a campus within a reasonable driving distance from the apprentice's residence.

1. Article 30 - Layoff. For the purposes of layoff, apprentices shall at all times during the period of their apprenticeship be considered as "apprentice" employees under Article 29 and will be subject to layoff pursuant to the terms thereof. If an apprentice who is subject to layoff held permanent status in another classification, he/she shall have the right to return to that classification with permanent status in that class.

Apprentice Agreements

- 26.9 Each apprentice agreement shall conform to state law governing apprentice agreements, and shall be signed by the Employer, the Joint Apprenticeship and Training Committee, and the apprentice and must be approved in advance by the Joint Apprenticeship and Training Committee.

Apprentice Standards

- 26.10 The parties agree that each apprentice and/or potential apprentice applicants shall be provided a copy of the Apprenticeship Standards and Qualification Standards for the Apprentice Program. Copies will be available with the Director of Plant Operations.