

PACIFIC GAS AND ELECTRIC COMPANY

PG&E



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May 3, 1979

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. Dean Cofer, Business Manager

Gentlemen:

This letter agreement cancels and supersedes our letter to you dated February 15, 1979, on the same subject.

The General Construction Joint Apprenticeship Committee proposes the adoption of the attached General Construction Master Apprenticeship Agreement.

If you are in accord with the foregoing and its attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By


Manager of Industrial Relations

The Union is in accord with the foregoing and its attachment and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

June 29, 1979

By


Business Manager

GENERAL CONSTRUCTIONMASTER APPRENTICESHIP AGREEMENT

This Master Apprenticeship Agreement shall be effective on January 1, 1979, the date of this Agreement, for the classifications shown below, and the provisions of this Agreement are applicable to any employee who enters or re-enters such apprentice classification on or after the effective date of this Agreement.

Line Construction Department

Apprentice Cable Splicer
Apprentice Lineman - Overhead Section

Gas Construction Department

Apprentice Welder

Station Construction Department

Apprentice Communication Technician
Apprentice Electrical Technician
Apprentice Electrician
Apprentice Instrument Technician
Apprentice Welder

The training and progression of an employee who was regularly assigned to any of the above apprentice classifications prior to July 1, 1977, shall be governed by previous Agreements between Company and Union with respect to the classification to which he or she was assigned on that date.

Company and Union recognize that employees who entered or re-entered any of the above apprentice classifications before the effective date of this Agreement received training and progression in classification without reference to the Standards of Achievement and other provisions of this Agreement. Such employees shall continue to be trained in the same manner, but Company shall strive to provide the full training contemplated by the agreed-upon Standards of Achievement. If such training is timely in relation to the Standards of Achievement, the apprentice's progression within the classification or to journeyman shall be subject to the provisions of this Agreement. If such training is not given or is not timely in relation to the Standards of Achievement, the progression within the apprentice classification shall not be delayed. However, the progression of such apprentice to journeyman as provided in this Agreement may be delayed under the provisions of Subsection 305.5(a) of the Agreement based on past standards which relate to the training that the employee has received.

It is the policy of Company and Union not to discriminate against any employee because of race, creed, sex, age, handicap, color or national origin.

A - QUALIFICATION TESTS FOR APPRENTICE CLASSIFICATIONS

1. An employee entering an apprentice classification will receive comprehensive formalized training in conjunction with the employee's work as an apprentice. To insure that a candidate for an apprentice classification possesses the necessary capabilities to progress through the program, an employee shall not be entitled to consideration for appointment to fill a job vacancy in an apprentice classification unless the employee has first received a passing score of 75 percent on the mutually agreed-upon Arithmetic Computation Test (ACT). No credit will be given for any problem that is not completely correct.

2. An employee who desires to qualify for an apprenticeship shall make it known to the Company on the Temporary/Permanent Upgrade sheet which he or she submits.

3. An employee who has signified an interest in qualifying for an apprenticeship in accordance with Paragraph 2 above or who has been selected by the supervisor will be furnished a Study Form and Practice Test to review in preparation to take the ACT. Eligibility for and promotion to the apprentice classifications shall be in accordance with Title 305 of the Physical Agreement.

4. An employee shall be allowed a reasonable length of time for such review, and the examination date shall be established by the Personnel Department upon notification from the employee through the Construction Department that he or she is ready for the test. If the employee fails the first test, further testing will be allowed as follows:

2nd Testing - Three (3) months, or thereafter, following the date of the first testing.

3rd Testing - Six (6) months, or thereafter, following the date of the second testing.

4th Testing - Six (6) months, or thereafter, following the date of the third testing provided that the employee is able to show satisfactory evidence that he or she has prepared to pass the test.

5. Employees who fail will be advised when they will be eligible for retest. When again eligible, such employees shall request through their supervisor to be retested, and the retest shall be scheduled within 14 days of their request.

6. In addition to the testing schedule provided above, an employee who can provide evidence of successful completion of a remedial arithmetic course, offered by an institution accredited by the Western Association of Schools and Colleges or through an extension course offered by an accredited institution for an adult education program, may be retested not less than one year from the date last tested. Failure of an employee to provide appropriate documentation as required above will release the Company from any further obligation to retest or to consider the employee for vacancies in the apprentice classification.

7. The above qualification tests may be revised or additional requirements may be established by written agreement between Company and Union. Additional requirements previously established under the provisions of Title 305 of the Agreement shall continue to be applicable.

8. Tests will be administered during regular work hours and corrected under the direction of the General Construction Personnel Department.

9. An employee who is tested will be notified within 10 calendar days of the results by the Personnel Department. If the employee failed to pass the test, he or she will also receive a written notice with suggestions as to the areas of the test that should receive special attention before retesting.

B - EXEMPTIONS FROM QUALIFICATION TESTS

1. An employee who was formerly classified as an apprentice or was in a classification higher thereto in the Line of Progression, and who was demoted therefrom under the provisions of Title 306 to a classification below the apprentice classification for a reason or reasons which can be corrected in an apprenticeship training program, will be required to satisfy the Qualification Tests for Apprentice Classifications if the employee had not previously done so in order to be reappointed to his or her former classification or to any intermediate classification in the Line of Progression. However, such reappointment shall continue to be subject to the provisions of Title 305 of the Agreement.

2. An employee who was formerly classified as an apprentice or was in a classification higher thereto in the Line of Progression, and who was demoted therefrom under the provisions of Title 306 to a classification below the apprentice classification for a reason or reasons which cannot be corrected in an apprenticeship training program, will not be required to satisfy the Qualification Tests for Apprentice Classifications in order to be reappointed to a former classification or to any intermediate classification in the Line of Progression. However, such reappointment shall continue to be subject to the provisions of Title 305 of the Agreement.

C - APPOINTMENTS TO FILL TEMPORARY VACANCIES

Temporary appointments to an apprentice classification will not be made.

D - TRAINING OF APPRENTICES

1. The Apprenticeship Committee shall recommend guidelines for each of the apprentice training programs which shall outline the schedule and manner of training and shall serve as the Standards of Achievement for the various levels of the wage rate progression. Such Standards of Achievement, upon written agreement between Company and Union, shall be made part of this Agreement to be effective on the same date as this Agreement. The Apprenticeship Committee may also recommend revisions to the Standards of Achievement as necessary, and such revisions shall be effective as agreed by Company and Union.

2. An employee in an apprentice classification may be assigned to work alone as part of the employee's training and experience. Such assignments shall be limited to work processes on which the apprentice has received prior instruction and training, and such assignments shall be for the purpose of developing and demonstrating proficiency. It is not intended such assignments be made merely to avoid use of a journeyman.

3. An apprentice who has spent six months at the employee's current wage step and who meets or exceeds the established Standards of Achievement for such wage step shall be advanced to the next higher wage step of the progressive wage rate.

4. An apprentice who is due to progress to the employee's next higher wage step in the wage progression, and who does not meet the established Standards of Achievement shall:

- a. be notified of inadequate performance in writing prior to the date the apprentice is scheduled to receive the next higher wage step,
- b. be held in the apprentice's present wage step, and
- c. be allowed a maximum of three months to meet the established Standards of Achievement for the wage step at which the apprentice is being held.
- d. A copy of the written notification shall be furnished to the Union Business Representative.

5. If, during such three-month period, the employee meets the established Standards of Achievement, he or she shall receive the next higher step wage rate effective the date such Standards are met. The employee will not be eligible for further progression in the wage rate until six months have elapsed since the date he or she received such wage increase and until Standards of Achievement for such wage step have been met.

6. a. If an employee who is attempting to meet the Standards of Achievement established to progress from the first to the second step of the wage progression, fails to meet the established Standards as provided above, the employee shall, after such three-month additional period of time, be removed from the classification and demoted in accordance with Title 306 of the Agreement.
- b. If an employee who is attempting to meet the Standards of Achievement established to progress from other than the first step of the wage progression fails to meet the established Standards within the allotted time (including the three-month extension), his or her progression shall be reviewed by a subcommittee consisting of one Company and one Union member of the Apprenticeship Committee. Action of this subcommittee shall be limited to the determination of the further extension of time which is believed to be required to meet the Standards of Achievement. If an additional extension is granted and the apprentice still fails to meet the prescribed Standards of Achievement to receive the next wage step in the wage progression in the period of time determined by the above subcommittee, he or she shall be removed from the classification and demoted in accordance with Title 306 of the Agreement.

7. An employee within one year of demotion from an apprentice classification under the provisions of Paragraph 6 above, upon presentation of acceptable evidence that the deficiencies which caused his or her demotion have been remedied or, if demotion was due to academic failure, that he or she has pursued an outside study program and by completing the required tests meets the established Standards of Achievement for the wage step in the apprenticeship that he or she left, may be considered for repromotion to such apprentice classification. If promoted, the employee shall be restored to the training program at the wage step he or she left and will progress to the next higher wage step six months after re-entering the apprentice classification, provided he or she meets the Standards of Achievement.

classification normally will not be entitled to receive consideration to re-enter the apprentice classification. However, upon acceptance by Company that he or she is qualified and desires to progress, Company may grant consideration to re-enter the apprentice classification. If promoted, the employee shall be placed at a wage step not higher than the wage step he or she left. The employee will be progressed from such wage step not sooner than six months after re-entering the apprentice classification and after meeting the established Standards of Achievement for such wage step.

9. An employee who is promoted into an apprentice classification, except an employee who is re-entering an apprentice classification as covered in Paragraphs 7 or 8 above, will be placed in the beginning wage rate of the apprentice classification except that:

Based on his or her current knowledge, skill, efficiency, adaptability and physical ability which relate directly to prior performance of journeyman duties and which supplant need for training in the apprenticeship, he or she may be placed in a wage step above the beginning rate. Since such a placement will alter the negotiated length of the apprenticeship training period, Company and Union agreement is required.

10. An employee, due to failure and subsequent demotion under Paragraph D6, is entitled to two opportunities to participate in (an) apprenticeship training program(s). However, an apprentice who suffers a disability which precludes his or her return to that same apprenticeship shall be given one additional opportunity to participate in an apprenticeship provided his or her previous disability would not prohibit such participation.

All cases shall be referred to the Apprenticeship Committee for review before placement is made.

E - PROMOTION OF APPRENTICES

An apprentice who successfully meets all specified Standards of Achievement, both academic and on-the-job, for the classification will be promoted to the journeyman classification effective on the day the apprentice meets such Standards or on the day the apprentice completes six months at the top wage rate of the classification, whichever occurs later.

F - GENERAL

1. Should a grievance arise concerning the administration of any portion of this Agreement, it shall be determined by the procedure established under the provisions of Section 102.8 of the Agreement; however,

2. If the grievance pertains to:

- a. the fairness of administration or correction of a test required in the Qualification Tests for Apprentice Classifications or as a Standard of Achievement in an apprenticeship training program, or

- b. the attainment of a Standard of Achievement in an apprenticeship training program which does not involve a test as such,

the Local Investigating Committee, prior to its decision, and as part of its deliberations, may refer such grievance to the Apprenticeship Committee for its recommendation.

3. This Master Apprenticeship Agreement shall be in effect for the current term of the Agreement and may be amended during such term by written agreement between Company and Union.