



LETTER AGREEMENT NO. R1-02-22-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
925-933-6060

STEPHEN A. RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN
BUSINESS MANAGER

July 19, 2002

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Company proposes to amend the Division Master Apprenticeship Agreement to incorporate negotiated changes agreed to since the 1988 revision. These proposed changes were developed by a Joint Apprenticeship and Training sub-committee and include updates included in the 1999 General Negotiations settlement letter dated October 27, 1999. The proposed revisions include but are not limited to the following:

DIVISION MASTER APPRENTICESHIP AGREEMENT

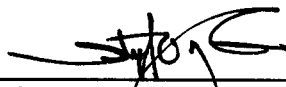
1. Add/Update Apprentice titles (Apprentice Metering System Technician, Apprentice Equipment *Mechanic*, Apprentice Gas Control Technician, Apprentice Water System Repairperson)
2. Add language to address wage treatment for Journeymen within the LOP bidding to Apprentice Technician classifications
3. Update language concerning Company and Union non-discrimination policy
4. Add language agreed to in LA 90-8 relaxing retesting procedures for employees subject to demotion
5. Add option to fax or E-mail test requests
6. Delete Section C – AGE
7. Add language agreed to in Letter Agreement 96-89 concerning wage treatment when bidding apprenticeship from different LOP
8. Add language to reflect that prior Hiring Hall employees may be exempted from requirement to spend one year at beginning wage rate
9. Add clarification regarding intent of LA 96-89, that employee entering an apprenticeship who has less than six months in the LOP must spend 12 months cumulative time in the LOP at beginning wage rate
10. Modify language to reference exceptions to limit of two apprenticeship opportunities
11. Add language agreed to in 1999 General Negotiations cover letter to provide a third apprenticeship opportunity when displacement or demotion conditions warrant

- 12. Add clarification to reflect that "super" or technical apprenticeships are a separate category when counting the maximum number of apprenticeship opportunities provided for in section F.11
- 13. Clarify language on apprentice automatic progression to unassigned journeyman status
- 14. Add language to reflect apprentice ability to bid journeyman when certain conditions are met
- 15. Add language from LA R1-98-01 allowing Company to hire prior to the involuntary assignment of an unassigned journeyman
- 16. Update language concerning the recognition of training completed prior to the effective date of this agreement.
- 17. Eliminate references to "Prebidding" throughout document.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: 

 Stephen A. Rayburn
 Director and Chief Negotiator

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

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

Oct 31, 2002

By: 

 Perry Zimmerman
 Business Manager

DIVISION MASTER APPRENTICESHIP AGREEMENT

This Master Apprenticeship Agreement shall be effective on March 1, 1969, the date of this Agreement, for the classifications shown below, and the provisions of this Agreement are applicable to any employee who enters or reenters such apprentice classification on or after July 1, 1966. Note that not all of the training classifications listed below are State Certified programs:

Electric

Apprentice Cable Splicer
*Apprentice Telecommunication Technician
*Apprentice Electrical Technician
Apprentice Electrician
Apprentice Lineman
*Apprentice Metering Systems Technician
*Apprentice Metering Electronics Technician

Gas

Apprentice Compressor Mechanic (Rio Vista)
Apprentice Fitter
Apprentice Measurement and Control Mechanic

Material Distribution

Apprentice Electrician
Apprentice Machinist

Steam Nuclear and Hydro

*Apprentice Control Technician
*Apprentice Electrical Control Tech.
Apprentice Electrical Machinist
Apprentice Electrician
Apprentice Instrument Repairman
Apprentice Machinist
Apprentice Mechanic/Rigger
Apprentice Welder
*Apprentice Chemical and Radiation
Protection Technician
Apprentice Water System Repairperson

General Services

(Including General Construction
Service Center-Davis and Pipe Line
Operations)
Apprentice Equipment Mechanic

Gas System Maintenance

*Apprentice Gas Control Technician
Apprentice Transmission Mechanic

* Journeymen in the Line of Progression entering any of the subject apprenticeships will maintain their journeyman wage rate and shall receive no progressive wage increase until such time as their progression through the technical apprenticeship training program merits a wage higher than their current rate. Entrance into these classifications is covered under the provisions of F.13 of this Agreement.

The training and progression of an employee who was regularly assigned to any of the above apprentice classifications on June 30, 1966, shall be governed by previous Agreements between Company and Union with respect to the classification to which the employee was assigned on that date.

Company and Union recognize that employees who successfully completed training in any of the above apprentice classifications before the effective date of this agreement shall receive credit for this training. 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 employee's 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 Section 205.11 of the Agreement based on standards which relate to the training that the employee has received and the job definition.

It is the policy of Company and Union not to discriminate against any employee because of race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, or any non-job related factor.

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, or who, after bidding to an apprentice classification, receives notification regarding testing programs which must be completed, shall apply in writing to the employee's Human Resources Department that the employee desires to be tested. Retesting provisions as outlined below have been relaxed pursuant to Letter Agreement 90-8 for employees subject to demotion or displacement during the period of notice.

3. The Arithmetic Computation Test has been prepared in four forms for test purposes and one additional form for refresher purposes. When a prospective apprentice notifies the employee's Human Resources Department that the employee desires to be tested, the employee will be furnished a copy of the refresher test and a copy of the same test with the correct procedures and answers indicated. This will enable the employee to determine what review will be necessary to attain a passing score on the formal test.

4. The employee shall be allowed a reasonable length of time for such review and the examination date shall be established by the employee's Human Resources Department.

5. An employee who has failed, on the employee's first attempt, to receive at least the minimum passing score on the ACT will be eligible to be retested on such test in the following manner:

- 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 provides evidence of successful completion, a grade of B or better, 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, subsequent to the employee's third attempt. An employee who achieves a score of 28 or 29 on the fourth or subsequent attempts (scores of 28 or 29 on the first, second or third attempts do not qualify the employee) will be considered as having passed the examination.
- 5th and all subsequent testing - Six months, or thereafter, following the date of the last previous unsuccessful attempt.

6. An employee who fails will be advised when the employee will be eligible for retest. When again eligible, such employee shall request of the Human Resources Department to be retested, and the employee's retest shall be scheduled within 14 days of the request.

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 Section 205.11 of the Agreement shall continue to be applicable.

B. TESTING AND QUALIFYING PROCEDURE

1. In Bidding:

- a. An employee who submits a bid to fill a job vacancy in an apprentice classification under the provisions of Section 205.4 must indicate in writing to the appropriate Human Resources Department, on or before the control date of the vacancy, that the employee is then prepared and desires to take the required test or retest to qualify for the apprentice classification. The employee's Human Resources Department will arrange such test or retest based on the schedule outlined in Section A of this Agreement.
- b. If such employee who bids is not eligible to be tested on or before the control date of a job vacancy, even though the bid is timely, the employee shall be deemed not qualified for consideration under the provisions of Section 205.11 of this Agreement.

- c. If such employee who bids is eligible to be tested on or before the control date of a job vacancy, the bid is timely and the employee is the otherwise successful bidder, the employee shall be offered an opportunity to pass such test prior to the job award. If the employee passes the test, the employee shall have the bid considered in filling the job vacancy. If the employee declines the test or fails to pass the test, the employee shall be deemed not qualified for consideration under the provisions of Section 205.11 of the Agreement.
- d. The employee shall be deemed not qualified under the provisions of Section 205.11 with respect to other job vacancies where the test is a requirement until the employee requests and is eligible for a retest.

2. Other:

An employee who has previously attempted but failed to meet the testing requirement and who again desires to meet the testing requirement must make written request by U.S. mail, fax or E-mail to the employee's Human Resources Department. If such request was timely with respect to the procedures outlined in Paragraph 1 above, it shall cause the employee's previous bids to be considered as active and valid. In such instances, the procedures outlined in Paragraph 1 above shall be followed. If such request is not timely, the same testing procedure will be followed, except the employee's previous bids will not be considered as active.

3. Tests will be administered during regular work hours and corrected under the direction of the Human Resources Departments.

4. An employee who is tested will be notified in writing within seven calendar days of the results by the Human Resources Department. Within seven calendar days of such notice, an employee may request an interview with a representative of the Human Resources Department, for the purpose of discussing the areas of weakness indicated by the employee's failure.

C. JOURNEYMAN BIDS

A bid made by a journeyman to fill a job vacancy in an apprentice classification of the journeyman's own normal line of progression shall not receive preferential consideration under any Section of Title 205 except as is appropriate under Subsection 205.7(a) of the Agreement.

D. 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 206 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 the employee's 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 205 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 206 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 the employee's 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 205 of the Agreement.

3. An employee who was formerly classified as an apprentice or was in a classification higher thereto in the line of progression and who was voluntarily removed from such classification and was placed in a classification below the apprentice classification will not be required to satisfy the Qualification Tests for Apprentice Classifications in order to be reappointed to the employee's former classification or to any intermediate classification in the line of progression.

E. APPOINTMENTS TO FILL TEMPORARY VACANCIES

Temporary appointments to an apprentice classification will not be made.

F. 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, the employee 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 the employee 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 months' additional period of time, be removed from the classification and demoted in accordance with Title 206 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 months' extension), the employee's 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 employee 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, the employee shall be removed from the classification and demoted in accordance with Title 206 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 employee has remedied the deficiencies which caused the employee's demotion or, if demotion was due to academic failure, that the employee 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 the employee left, shall be permitted to bid again to fill a job vacancy in such apprentice classification under the provisions of Subsections 205.7(a), 205.7(b), 205.7(c), or 205.7(d). If the employee is the successful bidder, the employee shall be restored to the training program at the wage step the employee left and the employee will progress to the next higher wage step six months after the employee reentered the apprentice classification.

8. An employee beyond one year of such demotion from an apprentice classification shall not be entitled to receive consideration bidding to reenter the apprentice classification. However, upon acceptance by Company that the employee is qualified and desires to progress, Company may grant the employee consideration under the provisions of Subsections 205.7(b) or 205.7(c) to reenter the apprentice classification. If the employee is the successful bidder, the employee shall be placed at a wage step not higher than the wage step the employee left. The employee will be progressed from such wage step not sooner than six months after the employee reentered the apprentice classification and after the employee meets the established Standards of Achievement for such wage step.

9. An employee who has been voluntarily removed from an apprentice classification or a classification higher thereto in the line of progression, or an employee who was demoted for reasons other than failure to meet the Standards of Achievement and who is the successful bidder to return to a vacancy in the same apprentice classification should be placed by Company in the wage step of the apprentice classification as an unassigned journeyman commensurate with the employee's current knowledge, skill, efficiency, adaptability and physical ability. Company shall notify Union's Business Representative of any such placement.

10. An employee who is the successful bidder to fill a vacancy in an apprentice classification, except an employee who is reentering an apprentice classification as covered in Paragraphs 7, 8, and 9 above, will be placed in the wage rates of the apprentice classification as follows:

- a. If, on December 10, 1966, the employee had attained regular status and was regularly assigned to a classification at a wage rate equal to or greater than the beginning wage rate of the apprentice classification which the employee is entering, the employee shall continue to receive the current wage rate (plus any general wage increase thereafter applicable) although such wage rate does not match a wage rate in the steps of such apprentice classification to which the employee is appointed. If, however, the employee's current wage rate is higher than the top wage rate of such apprentice classification, the employee shall be placed at the top wage rate thereof. Following such placement, the employee shall be enrolled in the apprentice training program and shall be paid at such wage rate until successful completion of Standards of Achievement qualify the employee for consideration for the next higher wage step, if any, in such apprentice classification wage progression. The successful completion of Standards of Achievement for the employee's next wage step must occur during the period of time normally allowed an employee who entered such apprentice classification at the beginning wage rate to achieve the same wage step.
- b. If, after December 10, 1966, the employee is regularly assigned to a classification from which the employee is subsequently appointed to an apprentice classification, the employee shall be placed at the beginning wage rate in such apprentice classification. Based on the employee's 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, the employee 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.
- c. An employee hired into an apprenticeship classification where there are no qualified bidders, or an employee who enters an apprenticeship classification from a different line of progression will be required to spend one year in such apprenticeship at the beginning wage rate for such classification. The first six months of such year will be used by Company to familiarize the employee with the associated tools, equipment, and procedures of that department.
- d. Employees bidding an apprentice classification from a different line of progression, but who previously spent at least one year during the past five years in the same line of progression as the apprentice position, will be exempt from the above requirement to spend one year at the beginning wage rate.
 - 1) New employees hired into an apprenticeship who were previously employed for at least one year as a PG&E Hiring Hall employee in the same line of progression within the past five years may be exempted from the requirement to spend one year at the beginning wage rate of such apprenticeship.
- e. Employees entering an apprenticeship in a line of progression in which they have spent less than six months will be required to remain at the beginning wage rate for such classification until their cumulative time in that line of progression reaches 12 months.

11. Except as provided for in F.12 and F.13, an employee is entitled to two opportunities to participate in an apprenticeship training program(s). His or her subsequent bid to fill a job vacancy in an apprentice classification will not receive consideration under the provisions of Title 205. 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.

Notwithstanding the above, an employee who has exercised his or her two opportunities to participate in an apprenticeship prior to September 1, 1983, shall be allowed one additional opportunity to participate in an apprenticeship.

If a journeyman in either the Electric Maintenance Department or the Steam Generation Maintenance Department bids to the apprenticeship of the other, such move shall not constitute one of the two opportunities to enter an apprenticeship.

12. A third apprenticeship opportunity shall be allowed to an employee displaced or demoted from a journeyman classification into another line of progression, who at the time of the displacement or demotion had exhausted his or her two apprenticeship opportunities. An employee meets the above intent upon receipt of 206 notification.

13. Technical apprenticeships lead to "super journeyman" classifications. Entry into a technical apprenticeship does not count as an entry into an apprenticeship under Section F.11.

G. STATUS OF APPRENTICES

An employee in an apprentice classification shall have the employee's bid to fill Job vacancies in the employee's own classification considered in the normal application of Subsections 205.7(b) or (c). However, if as a result of such bid, an apprentice changes headquarters, the employee's subsequent bids to fill job vacancies in the employee's own classification shall be rejected.

H. PROMOTION OF APPRENTICES

1. An apprentice who successfully meets all specified Standards of Achievement for the classification will automatically progress to the unassigned journeyman classification effective on the day the apprentice meets such Standards and completes six months at the top wage rate of the classification. The apprentice shall then be considered as an unassigned journeyman at the apprentice's regular headquarters until such time that the apprentice is assigned to fill a regular job vacancy as a result of the apprentice's bid under Section 205.7 or as a result of the application of Paragraph I below.

2. An apprentice who has received promotion to unassigned journeyman status shall be considered as a full journeyman in the assignment of duties and work schedules. The apprentice shall remain at the apprentice's training headquarters until the apprentice is assigned to fill a regular journeyman job vacancy as a result of the apprentice's bid under Section 205.7 or as a result of the application of Paragraph I below. Such regular job vacancy to which the apprentice may be assigned without bidding shall be at the apprentice's training headquarters or at a headquarters which is within a reasonable commute distance of the apprentice's training headquarters. Prior to application of this Master Apprenticeship Agreement to an apprentice classification, Company and Union shall reach written agreement which shall designate locations that are considered as being within reasonable commute distance of the various training headquarters. Upon written agreement, Company and Union may revise such designations as necessary.

3. An apprentice who has met the Standards of Achievement and is at the top wage rate of the apprentice classification is a qualified journeyman and can bid to a journeyman classification.

I. FILLING JOURNEYMAN VACANCIES

1. It is Company's intent to continue to fill vacancies which occur in regularly established journeyman positions in accordance with Company needs. If such a journeyman position is abolished or downgraded, Company will continue to review the reasons with Union upon its request. Company's decisions with respect to manning and classification requirements shall be final.

2. A regular job vacancy which is to be filled in a journeyman classification shall be filled in the normal application of Subsections 205.7(a) or (b).

3. If the job vacancy is not filled under Paragraph I2 above, Company shall, in the order of their employment dates, fill the job vacancy from among those unassigned journeymen located at the headquarters where the job vacancy exists.

4. If the job vacancy is not filled under Paragraph I2 or I3 above, Company shall fill the vacancy in accordance with Sections 205.7(c) or (d).

5. Prior to the involuntary assignment of an unassigned journeyman to a new headquarters, the Company may hire a journeyman to fill the job vacancy pursuant to LA R1-98-01. If the job vacancy is not filled under Paragraphs I2, I3, or I4 above, Company shall, in the reverse order of their employment dates, fill the job vacancy from unassigned journeymen at the training headquarters designated to supply journeymen to the location where the job vacancy occurs.

6. No reimbursement shall be made by Company for expenses incurred by an employee in connection with a transfer which is made as a result of the application of the provisions of this Paragraph I.

J. 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.