

R2-81-119-PGE
612.5 (P)
202, 205, 208 Hours of
Relief Shift Employees (P)

PACIFIC GAS AND ELECTRIC COMPANY

PG&E



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April 5, 1982

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

The Division Electric Operating Rerate Committee met on February 3, 1982 and reached a bargaining table agreement which includes the amendment of the Operator-in-Training Agreement and the re-rating of Edenvale Switching Center and Rock Creek Power House. The classification of Division Operator - San Francisco will be continued to January 1, 1985. As a result of this settlement, Company submits the attached proposal which will conclude the 1980-1981 rerate negotiations.

The Company withdrew Letter Agreement No. 77-47 concerning the amendments to Title 212 of the Physical Agreement as they relate to System Operators with the understanding that variances pursuant to Section 212.12 of the Agreement would be worked out locally on a case-by-case basis. As to Letter Agreement No. R2-81-119-PGE, it was agreed that this proposal affected other Lines of Progression and as a result, it was agreed to defer this proposal to 1982 General Negotiations.

During the negotiations, Company submitted several proposals amending the Relief Shift Agreements and in virtually all cases, the Union Committee members rejected them because, in their opinion, each of the Company's proposals involved major conceptual changes that would have a significant effect on Relief Shift classifications in operating departments that fell outside the purview of the Rerate Committee. It was, in the Union's further opinion, subject matter that should, if the Company so desires, be more appropriately pursued through General Negotiations. The Company rejected a Union proposal to increase the Relief Shift classification premium, and the issue was deferred to General Negotiations for essentially the same reasons as those cited above. The Committee did, however, reach agreement on the single issue of temporarily replacing absent Relief System Operator positions in Division Electric Operating Department only.

Therefore, the Rerate Committee agrees that "in selected cases where a valid need exists, the Company may temporarily upgrade a qualified employee to fill the position of an absent Relief System Operator which will be otherwise vacant for an extended period of time.

A. For the purpose of this Agreement, absent Relief System Operators may be temporarily replaced if their absence was created by one of the following circumstances.

- 1) Temporarily assigned outside of the bargaining unit, e.g., to Line or Staff Supervisor, Assistant System Dispatcher, or System Operator School Instructor (not less than one (1) month).
- 2) Long term illness, short of being placed on Long Term Disability (1 - 6 months).
- 3) Industrial Injury (not less than one (1) month).
- 4) Leave of Absence - Union Business (not to exceed six (6) months). Leave of absence for urgent and substantial reasons other than Union business (not to exceed one (1) year).

B. 1) A temporary assignment to Relief System Operator will not be made where it would result in a reduction of the established non-relief System Operator complement at the headquarters or require a change in the established schedule; or for periods of less than a complete watch rotation cycle but in no event for less than 28 days.

Any such assignment shall be made in accordance with the applicable provisions of the of the current Physical Labor Agreement, the clarifications titled "Utilization of Relief Shift Employees, Titles 202, 205 and 208"; "Titles 202 and 208, Hours of Relief Shift Employees"; and Exhibit VI-L, Section 600.12 "Job Definitions and Lines of Progression, Division Electric Operating - Substation and Hydro."

Agreements to implement temporary replacement of a Relief System Operator may be executed at the Division level between the Union Business Representative and the Division Personnel Manager. A fully executed copy of such Local Agreement shall be forwarded to the Manager of Industrial Relations and the Business Manager of Local Union No. 1245, IBEW. In the event there is disagreement locally, the disagreeing party must show cause, in writing, as to why the proposal was rejected. The proposal, including the reason for rejection, will then be submitted to Industrial Relations Department to be executed only upon agreement between the Manager of Industrial Relations and the Business Manager of Local Union No. 1245, International Brotherhood of Electrical Workers."

The Rerate Committee had, during the course of negotiations, spent a great deal of time and effort discussing the current rating factors and their application to System Operators in Hydro Electric Operations. At the conclusion of bargaining, agreement was reached that Company would conduct a hydro survey over the next six months; and the results of that survey would be forwarded to the Union.

The Committee agreed to meet in July of 1983 with the understanding that 90 days prior to a meeting in 1983 the Company would submit to the Union's Negotiating Committee the 1982 station evaluations.

If you are in accord with the foregoing and the attachments 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 *John Paul Bright*
Manager of Industrial Relations

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

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

May 6, 1982

By *Jack McInerney*
Business Manager

* SYSTEM OPERATOR TRAINING PROGRAM AGREEMENT

A. Placement Into the Operator-in-Training Classification

An employee appointed to the Operator-in-Training classification shall start at the beginning step of the classification and progress through the Assistant Operator classification to journeyman status upon successfully meeting the standards outlined in this program. Based on his current knowledge, skill, efficiency, adaptability and physical ability which relate directly to prior performance of Journeyman Operator duties and which supplant need for training in the Operator Training Program, he may be placed in a wage step above the beginning rate. Since such a placement will alter the negotiated length of the training period, Company and Union agreement is required.

B. Training and Testing of Employees in the System Operator Training Program

* All employees in the Operator Training Program shall be required to successfully complete the three-week Basic Electricity School for Operators, the Basic and Advanced Operating School, and to successfully demonstrate acceptable performance in the on-the-job aspects of the program by successfully passing the appropriate established wage progression test prior to advancing to the next wage step in the program.

** The intent of the Operator Training Guidelines is to allow each employee the full amount of time provided in order to qualify both academically and through actual work experience. As the 30-month test is both a review of academic accomplishment and, through the use of the simulator, a test of job experience, it is mandatory that each employee be given the fullest opportunity under the Guidelines to succeed. The immediate supervisor or training coordinator has the obligation to notify employees of this upcoming wage progression test and then the employees who are prepared and who request in writing to take a wage progression test will be allowed to take them as follows:

- A - 6-month and 12-month - during the 6th and 12th month of training
- B - 18-month and 30-month - during the 17th and 23rd month of training

Upon successful completion of the 18-month and 30-month academic portion of the examination, the employee will be scheduled for testing on the simulator, if possible, during the 18th or 24th month of training.

A grade of 70 percent shall be considered as qualifying for all tests in the program. An employee in the program who has spent six months at the current wage step and who meets or exceeds the established standards of achievement, including passing the wage progressive test for such wage step, shall be advanced to the next higher wage step of the progressive wage rate.

Revised 2-10-82

* Revised

** New

An employee who is due to progress to his next higher wage step in the wage progression who fails to meet the established standards of achievement or established wage progression test shall:

1. be notified of his inadequate performance in writing prior to the date he is scheduled to receive the next higher wage step.

2. be held in his present wage step, and

*3. be allowed a maximum of three months, including one retest to meet the established standards for the wage step for which the employee is being held. Such a three-month period shall commence the day the original progression test failure occurs.

**The 18 and 30-month wage progression tests are two-part consisting of a written test plus a series of operating problems that must be satisfactorily completed on the power system simulator. Both parts of these tests must be satisfactorily completed within this three-month time period.

*4. an employee in the Operator Training Program (who fails to successfully pass the test established for the three-week Basic Electricity School, the Basic Operator School or the Advanced Operator School) shall have three opportunities in a three-month period to pass the tests. Such three-month period will commence on the date the school, which the employee failed, ended.

5. a copy of the written notification shall be furnished to the Union's Business Representative.

6. if, during such three-month period, the employee meets the established standards, he shall receive the next higher step wage rate effective the date such standards are met. He will not be eligible for further progression in the wage rate until six months have elapsed since the date he received such wage increase and until the standards for such wage step have been met. If such employee has successfully met the standards to progress to the Assistant Operator classification, including the established 6, 12 and 18-month progressive tests, he shall, effective on the date he has met such standards, be progressed to the Assistant Operator classification at his present headquarters.

7. if an employee who is attempting to meet the standards established to progress in the allotted time fails, he shall be removed from the classification and demoted to a Groundman or Helper classification in the Electric Department in his Division provided such employee possesses the necessary qualifications to progress in the line of progression to which he is transferring and is able to perform the duties of the Groundman or Helper classification. As a Helper or Groundman, he shall either fill a vacancy if one exists or displace the junior employee in the classification provided such junior employee does not have service greater than his own. If such an employee cannot exercise one of the above options, he shall be terminated.

8. an employee within one year of demotion from the Operator Training Program under the provisions of Paragraph 7 above, upon presentation of acceptable evidence that he has remedied the deficiencies which caused his demotion or, if demotion was due to academic failure, that he has pursued an outside study program and by completing the required tests meets the established standards for the wage step that he left, shall have his application for transfer to a vacancy in the appropriate Operator Training Program classification considered under the provisions of Title 205. If he is transferred, he shall be restored to the training program at the wage step he

left, and he will progress as outlined in B above to the next higher wage step six months after he re-enters the program.

9. an employee who has voluntarily removed himself from the Operator Training Program, or a Journeyman Operator classification, or an employee who was demoted for reasons other than failure to meet the standards and who is a successful transferee to return to a vacancy in the operating line of progression shall be placed by Company in the wage step of the training classification or as an Unassigned Journeyman Operator commensurate with his current knowledge, skill, efficiency, adaptability and physical ability. Company shall notify Union's Business Representative of any such placement.

10. an employee is entitled to two opportunities to participate in the Operator Training Program. His subsequent application for transfer to fill a job vacancy in the Operator Training classification will not receive consideration under the provisions of Title 205.

C. Progression to Unassigned Journeyman Status

An Assistant Operator who has successfully met all requirements in the Operator Training Program and who has spent 6 months at the top rate of the Assistant Operator classification shall, effective on the day he meets such standards, be progressed at Company options in the following manner:

*1. To Unassigned Journeyman at the System Operator No. 3 rate until they become assigned. Such an Unassigned Journeyman Operator may be rotated on a predetermined schedule through the four standard operating shifts. Assignment to any rotation shall be for a minimum of 28 consecutive days.

*2. To Unassigned Journeyman Relief Operator at the location headquartered. At that location the Operator shall assume the duties of a Relief Operator until such time as he is appointed to a permanent position under application of Paragraph E below. Assignment of an Unassigned Journeyman to relief status under this option shall only be made after existing assigned non-Relief Operators at the location are given an opportunity in Service order to assume relief status pursuant to the provisions of Section G of the Utilization of Relief Shift Employees, Titles 202, 205 and 208, dated November 1, 1967. If an Assigned Operator assumes relief status under this option, the Unassigned Operator shall assume the schedule and rate of pay of the Assigned Operator who assumes relief status. Such assignments shall continue until the Unassigned Journeyman Operator is assigned a permanent position.

D. Transfer Status of Employees With Operator Training Program

*1. A transfer application from an employee in the Operator-in-Training Program to the Operator-in-Training classification will be given priority I status under the job bidding system. Under other circumstances, the Operator-in-Training classification will be considered a beginner's classification and will not be posted for bidding. However, such an employee shall be limited to one change in headquarters while in the Operator-in-Training Program.

2. An Assistant Operator who has progressed to the 24-month wage step shall, upon passing the 30-month progression test, be considered as a journeyman for purposes of bidding in the normal application of Subsection 205.7(b).

E. Filling Journeyman Vacancies

*1. A regular job vacancy which is to be filled in a Journeyman Operator classification shall be filled by prebid in the normal application of Subsection 205.7(a) or (b).

2. If the job vacancy is not filled under the above paragraph, Company shall assign the Unassigned Journeyman with the greatest Service at the headquarters where the vacancy exists to the job vacancy.

*3. If the job vacancy is not filled under the above Paragraph 1 or 2, Company shall post the job vacancy and fill it in accordance with Subsections 205.7(a) or (c).

4. If the job vacancy is not filled under the above paragraphs, the Unassigned Journeyman Operator who has received training at the location and who has the least Service shall be assigned to the job vacancy.

*5. If the job vacancy is not filled under the above Paragraphs 1, 2, 3 or 4, Company shall fill the job vacancy with the Unassigned Journeyman Operator with the least Service in the Division. In applying this paragraph, if the Unassigned Journeyman Operator is required to move beyond commutable distance as defined in Section 206.8 of the Agreement, he shall be entitled to moving expense payments as provided for in Section 206.8 and the Labor Agreement Interpretation relating to moving expenses.

F. Temporary Assignments

An Unassigned Journeyman Operator may be temporarily assigned to any attended location within his Division under the provisions of Titles 201, 202, 205, 208 and the Labor Agreement, "Clarification of Utilization of Relief Shift Employees." The temporary assignment applies only to vacancies that will extend for 28 days or more and no Unassigned Operators are available at that location.

*G. Training of Employees Presently in Journeyman Operator Classifications

Journeyman Operators have the responsibility to direct and train new operators assigned to work with them. Guidelines and tests for each training period have been established to insure the orderly progression of the new operator through his training.

* In order to assist existing Journeyman Operators in carrying out this responsibility and to improve their present operating skills, all existing Journeyman Operators will be required to attend a refresher session at the System Operator School in Emeryville. The training responsibility and instructions on the record keeping responsibility of the Journeyman Operator for on-the-job training aspects of the Operator Training Program will be an item in the curriculum of the refresher session. (Refer to Section II(F) of the "Hours" clarification.)

*H. Journeyman Bids and Transfer Requests

A transfer request made by a journeyman to fill a job vacancy in an Operator-in-Training or an Assistant Operator classification shall not receive consideration under the provisions of Subsections 205.5(b)(1) or (2).

I. Operator Wage Placement

Company's intent has not changed in establishing the two-step rate of the various System Operator classifications which allow an employee assigned a particular station ample time (six months) to learn and become familiar with a new jurisdiction and prepare himself to stand watch efficiently and safely. Therefore, the following guidelines are to be used for all System Operator placements.

1. Journeyman Operator's six-month orientation time may be accumulated at any time during a System Operator's career and applies to the System Operator's pay rate for any transfer.

2. All placements in Journeyman Operator classifications will be as follows:

a. The starting rate of the System Operator classification to which he is assigned, or

b. The wage step determined by the time previously spent at the designated station, e.g., a System Operator or Operator-in-Training who bids a station and had formally worked at that particular station for six months or more would go to the top rate of pay of that station. This applies without regard to the rating of the stations involved.

c. Transfers within Divisions to the same level of responsibility or lower, i.e., a 1 to a 1 or a 1 to a 2 may be placed at the top rate of pay if the operating jurisdiction is of a similar nature. General Office approval is required for such a placement.

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 Subsections 102.3(a)(2) and 102.6(3)(b) of the Agreement; however,

*2. If the grievance pertains to:

a. the fairness of administration or correction of a test required in the program, or

b. the attainment of a standard or proficiency which does not require 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 Training Committee for its recommendations, pursuant to Section 109.2.

3. This Operator Training 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.

AMENDMENT OF
EXHIBIT X
(AS AMENDED JANUARY 1, 1980)
SCHEDULE OF WAGE RATES OF AGREEMENT
APPLICABLE TO OPERATION, MAINTENANCE AND
CONSTRUCTION EMPLOYEES

1805 SYSTEM OPERATOR NO. 1
(Effective date of Agreement)
Edenvale Switching Center
Moss Landing

1807 SYSTEM OPERATOR NO. 3
(Effective date of Agreement)

Rock Creek (Those Operators that were incumbents at Rock Creek Power House at the time of 1979 settlement will not be considered as having Section 206.9 demotion and displacement rights)

The classifications of System Operator No. 4 at Potrero and Station J and Second Operator - Substation at Pittsburg Switching Center will be deleted from the wage schedule and removed from the Agreement. However, those employees who are currently assigned to those stations will be red circled and will receive General Wage Increases and/or COLA's until such time as the Stations become un-manned or upgraded and in the case of Pittsburg, until the Second Operator vacates the job.

The classification of Division Operator - San Francisco will be continued until January 1, 1985. At that time, Company has the option to continue this rate or red circle existing personnel.