109.2 P 612.2 P

## REVIEW COMMITTEE

# PG and E

IBEW O

PACIFIC GAS AND ELECTRIC COMPANY 245 MARKET STREET, ROOM 444 SAN FRANCISCO, CALIFORNIA 94106 (415) 781-4211, EXTENSION 1125

CASE CLOSED

1066ED AND FILED

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (415) 933-6060 R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

☐ DECISION
☐ LETTER DECISION
☑ PRE-REVIEW REFERRAL

San Francisco Division Grievance Nos. 2-490-80-5 and 2-491-80-6

P-RC 555

Attending Basic Climbing School More Than Once

November 4, 1980

MR. G. D. LAWSON, Company Member San Francisco Division Local Investigating Committee

MR. F. A. SAXENMEIER, Union Member San Francisco Division Local Investigating Committee

The above-subject grievance has been discussed prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(i) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

The issues in dispute concern the removal of two grievants from the Apprentice Cable Splicer classification when the Division became aware of the fact neither grievant had completed the Kettleman 10-day Basic Climbing School. The Joint Statement of Facts indicates both grievants attended and completed the San Francisco Division Climbing School in 1972 (prior to the establishment of the Company and Union agreed to three-day Division Climbing School on May 12, 1975). It further indicates that both grievants attended the Basic Climbing Course at Kettleman in 1973 and that both voluntarily removed themselves at the end of the first week. The question posed in this grievance is whether or not it was proper for the Division to remove the grievants from the Apprentice Cable Splicer classification some three months after their appointment, for failure to have met the prerequisite entry requirements, and further, to deny them the opportunity to return to the 10-day climbing school.

In reviewing the Master Apprenticeship Agreement, the Pre-Review Committee recognizes that the Agreement is silent relative to whether or not employees who fail the Kettleman 10-day climbing school have the opportunity to return. A review of Company practice indicates that a number of employees have been permitted to return to the climbing school even though the Company, in this grievance, initially indicated that employees have only one opportunity.

Because the issue before the Committee involves both the denial of the opportunity to return to the climbing school and the demotion of the grievants, the Committee looked further into the practice in the Division and at other documents relating to the three-day and ten-day climbing school. The Committee noted that in San Francisco Division Grievance 2-297-78-37, the Local Investigating Committee agreed in a report dated May 15, 1978, that "if there has been a lapse of twelve months or more

P-RC 555 -2-

between completion of the three-day Division Climbing School and the award of an Apprentice Lineman's job, there shall be a review of the employee's pole climbing ability to determine if the employee should be rescheduled to attend the Division Climbing School." The Pre-Review Committee noted that even though neither grievant in this case had been to either of the climbing schools since 1973, the agreement reached by the Local Investigating Committee in the above cited case was not followed. The Committee next reviewed San Francisco Division Grievance 2-430-79-37 wherein two Groundmen who failed the Basic Climbing School claimed they should be allowed to return. The grievance was settled on May 22, 1979 on the basis of Company's answer, which was, "As a basis for settling this grievance, the Company will provide the grievants the opportunity to attend the three-day Division Climbing School. Provided they pass the Division Climbing School, they will then be scheduled to take the final examination only, at the Kettleman Climbing School, they will be awarded Apprentice Cable Splicer's jobs."

Finally, the Pre-Review Committee reviewed a Letter Agreement between Company and Union dated August 17, 1979 and signed October 29, 1979. The purpose of this Letter Agreement was to clarify entry requirements and procedures for entry to the Apprentice Lineman and Apprentice Cable Splicer classifications. The Committee noted that this Letter Agreement stated, in part, that the three-day Division Climbing School shall be attended by all employees who are in jobs which are considered next lower to a climbing apprenticeship. The Letter Agreement further states, in part, "All employees who are in classifications which are considered next lower to a climbing apprenticeship and who have passed the Division Climbing School and the ACT shall be required to attend the Basic Climbing School at Kettleman prior to being awarded an apprenticeship. An employee who is to be awarded an apprenticeship under Subsection 205.8(b) and who has not yet attended Basic Climbing School shall be awarded such job pending successful completion of the school." (emphasis added)

After a thorough review of the facts in this case, the Pre-Review Committee is of the opinion that the grievants should have been returned to the Basic Climbing School when the Division became aware they had not completed the school and that they are now entitled to attend the Basic Climbing School one more time. If they pass, they will be returned to the Apprentice Cable Splicer classification retroactive to the date they were removed from the classification. They shall not, however, progress to the second step of the apprenticeship until such time as their combined work period is equal to six months. Further, the Pre-Review Committee will submit the reentry issue to the Apprenticeship Committee requesting that they amend the Master Apprenticeship Agreement to provide for a procedure that the parties can jointly agree to.

This case is considered closed on the basis of the foregoing and the adjustments provided herein, and the closure so noted by the Local Investigating Committee.

D. J. BERGMAN, Chairman Review Committee

R. W. STALCUP, Secretary Review Committee

DJB:m1

cc: JAFairchild MEBadella LCBeanland IWBonbright LVBrown NRFarley CAMiller JBStoutamore WKSnyder CPTaylor

FCBuchholz Division Personnel Managers

RHCunningham

# PACIFIC GAS AND ELECTRIC COMPANY

PG-E

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

August 17, 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:

As there continues to be some question regarding the entry requirements to the Apprentice Lineman and Apprentice Cable Splicer classifications, Company will attempt to clarify its procedures and reasons why such procedures are necessary.

Company proposed, as an entry requirement to the Apprentice Lineman classification, a letter agreement signed July 27, 1959, stipulating certain requirements to be met prior to entry to the classification. Among these were the establishment of a ten-day "Lineman Trainee School," which was to be used to determine pole climbing skills and ability to work on poles. This school was to be completed prior to becoming an apprentice. In 1975 Company proposed, and Union agreed to, the establishment of a Division three-day climbing school. This school was needed for two reasons: (1) To improve the passing percentage of those attending the Basic Climbing School at Kettleman and (2) To qualify 205.8(c) bidders who had no knowledge of climbing. There was never any intent to stop sending employees to the Basic Climbing School prior to becoming an apprentice. Company continues to want to determine whether or not an employee can climb and work on a pole before placing an employee into a position where this is a requirement. We believe that the employees also want to know that they possess these abilities before committing one of their two opportunities to participate in an apprenticeship under G11 of the Master Apprenticeship Agreement.

With the above in mind, Company proposes the following as prerequisites for entering the Apprentice Lineman and Apprentice Cable Splicer classifications:

## Division Climbing School

This three-day school shall be attended by all employees who are in jobs which are considered next lower to a climbing apprenticeship.

Employees who have indicated a desire to enter the climbing line of progression, by submitting a Transfer Application, must attend and pass the three-day school before such a transfer can be effected.

The school at Kettleman will continue to provide a three-day session when necessary for those Divisions who cannot provide the school in a timely manner for their employees or when it would be impractical to put on a three-day school in the Division or to combine with another Division to put on a school.



General Construction employees who enter the Division in a job next lower to a climbing apprenticeship and who worked in a climbing position for at least six months shall have the Division Climbing School and the Basic Climbing School requirement waived.

## Basic Climbing School

All employees who are in classifications which are considered next lower to a climbing apprenticeship and who have passed the Division Climbing School and the ACT shall be required to attend the Basic Climbing School at Kettleman prior to being awarded an apprenticeship. An employee who is to be awarded an apprenticeship under Subsection 205.8(b) and who has not yet attended Basic Climbing School shall be awarded such job pending successful completion of the school.

Employees who are not in the line of progression but who have valid 205.8(c) prebids on file and are the otherwise successful bidders to a vacancy shall be awarded the position pending the successful completion of the next scheduled session at Kettleman.

If you are in accord with the foregoing 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

anager of Industrial Relations

hereof.	The Union	is i	n accord	with	the	foregoing	and i	t agrees	thereto	as of	the	date
						LOCAL UN		•			FL-CI	0

October 29 , 1979	By Clean Caler
	Business Manager

# 2098

# PACIFIC GAS AND ELECTRIC COMPANY

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

May 27, 1975

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

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

San Francisco Division L.I.C. has raised the question of whether or not it is proper to send underground classifications next lower to Apprentice Cable Splicer to the Climbing School at Kettleman since the school is listed as a Standard of Achievement for the 0-6 month step of Apprentice Cable Splicer.

Company believes it to be in the best interest of the employee to determine whether or not he can climb before becoming an apprentice. If he should attend the school and fail, it would cause the loss of one of his two attempts at apprenticeship under paragraph H of the Master Apprenticeship Agreement.

For this reason, Company proposes to amend the Training Guidelines for Apprentice Cable Splicer by deleting the reference to the Climbing School as a Standard of Achievement under paragraph B.1, second paragraph, and the reference under A. Academic Assignment, No. 3 of the Schedule for Training.

If you are in accord with the foregoing 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 it agrees thereto as of the date hereof.

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

By L. L. Mitchell

<u>July 3</u>, 1975

#### A. General Guidelines

- It is intended that assignment of the specified hours of training on the job for each period of the apprenticeship will be made to the apprentice as early in the period as is practicable.
- Hours shown on the Schedule exclude any travel time needed to reach the place where training is to be given; however, such hours include time needed to prepare tools and equipment.
- 3. Except where otherwise specified, apprentices shall be trained by assignment to work with qualified journeymen.
- 4. In accordance with the attached Schedule, progressive work experience will be provided throughout the first four periods of the apprenticeship. This portion of the Training Program will cover all phases of Underground Systems and related phases of Overhead work up to and including termination of the Conductor, but will exclude the installation of energized primary lead wires (Jumpers).
- 5. Assignments during the last or fifth period will be made for the purpose of rounding out the apprentice's experience so as to become proficient as a journeyman.
- 6. Upon entering each new wage step and period of training, the work assignments in the period shall be such that the apprentice will gain the basic knowledge and confidence in himself, the equipment and the procedure being used. More complex assignments shall be made progressively as the apprentice gains in knowledge and capability.
- 7. Assignments of duties and work procedures in any period of training shall be confined to those specified for the period or of a prior period.
- 8. During the first year, an apprentice shall not be assigned to work on any circuit energized in excess of 750 volts.
- 9. As an apprentice, he may be assigned to work without direct supervision as part of a crew only after he has been instructed and trained in the duties or work procedures required, has performed such work under direct supervision, and is capable of performing such work safely.
- 10. Except in emergency circumstances, an apprentice shall not be temporarily assigned to a classification above Cable Splicer. If assigned to such classification, the apprentice shall not be given the responsibility for duties or work assignments beyond his current step of training.
- 11. He may also be assigned to perform certain of the duties of any of the classifications in the Transmission and Distribution Department when he has attained a wage rate equal to or greater than the wage rate of such classification that performs these duties.

#### GUIDELINES FOR THE

# APPRENTICE CABLE SPLICER TRAINING PROGRAM

# I. Objective of the Apprentice Cable Splicer Training Program

The need for trained and fully qualified employees to accomplish the duties specified in the journeyman cable splicer definition in a manner consistent with Company's Standards of Construction, Safety, and Performance has resulted in this program which coordinates extensive onthe-job and related academic training. The systematic acquisition of knowledge and skill offers the employee in training the vehicle to attain self-confidence, assuredness, and satisfaction in his work, and the correct and safe method of performing Company's work.

### II. Training

During the 30 months of the apprenticeship, the apprentice will be offered job training divided into five time periods which coincide with the wage steps of the classification. In order that uniform and safe practices will be followed in the training period, assignment of duties and work procedures shall be provided in each of the wage steps as outlined in these guidelines and the attached Schedule. The amounts of time or units of work as indicated in the Schedule are believed sufficient to permit the apprentice to develop proficiency in such duty or work procedures, but should not be considered as inflexible, dependent on the demonstrated ability of each individual apprentice.

The attached Schedule also specifies those training periods in which the apprentice shall receive related academic or class training.

On-the-job training in the duties, and amount of such training, as specified in the Schedule shall apply to the extent that such duties are performed by journeymen where the apprentice is headquartered. In the event such duty is not performed by journeymen at his headquarters, and therefore not available in the training of an apprentice, it shall be noted in his work record. However, his progression through the apprenticeship or to journeyman or to higher classifications shall not be deterred for this reason.

If in the course of his apprenticeship or as journeyman such duty later becomes available, he shall receive on-the-job training as may be required to attain expected journeyman proficiency. If, after a reasonable opportunity, he fails to attain such proficiency, his bids for progression to higher classifications may be subject to the provisions of Section 205.11 of the Agreement.

Those certain duties of these classifications to which he may be assigned shall be limited to those duties within his current or prior training for which he is qualified and which are within the duties normally performed by a journeyman in the course of his work. Further, such assignments shall include as a purpose, the development of the apprentice's proficiency and self-confidence to perform such work as journeyman, and shall not be made to the extent that the apprentice is in jeopardy of failing to attain goals set forth in the attached Schedule.

12. The duties and work procedures listed on the attached Schedule are for the purpose of training and do not supplant previously agreed-to Job Definitions.

#### 13. Notices

- (a) An apprentice who is scheduled to attend any of the centralized training programs shall be given notice of such assignments as early as possible by Division Supervision through his immediate Supervisor.
- (b) At their request, Union's Representatives or their designates will be informed by Division representatives of Company's intentions in scheduling individuals to attend centralized training sessions.
- (c) When the roster is available, Company shall notify the Union's Apprenticeship Committee of the apprentices attending centralized training school.
- (d) When an apprentice attending a centralized training school is not maintaining an acceptable level of work, notice shall be given to the Union's Apprenticeship Committee. Such notice shall also be given in the event he fails the school or if he is dropped from the school by Company.
- (e) If an apprentice does not maintain an acceptable on-the-job work level, notice shall be given to Union's Business Representative or his designate.

#### B. Guidelines for Training Periods

#### 1. 0 to 6 Months' Step

During this period the apprentice shall be trained in the duties of a Cable Splicer as outlined in the 0 to 6 months' period on the attached Schedule.

He shall gain general knowledge of underground work by participation in such work and by participation in related cable termination work on poles. He may work on underground circuits and devices energized below 750 volts where he has direct journeyman supervision. In conjunction with pole riser work, he may use aerial lift equipment when he has been properly trained and instructed in the use of such equipment. Such work will not be performed in such position that the apprentice may bring himself or the equipment into a position where he encroaches on the contact area or into the safe working distance with respect to the primary voltage.

He shall become familiar with construction standards, general orders, bulletins, and regulations applicable to the work that he performs. He shall become capable of handling public contacts with respect to the obtaining of clearances, his obligation to the general public regarding safety practices, and the respect for customer's property rights.

As early as possible in this training period, he shall be assigned to the Basic Electricity Course for the training in electricity and transformers.

- (a) An agreed-upon test will be given at the close of the school; and should an apprentice fail to receive a passing score, he shall be given notice in writing of the areas which caused his failure.
- (b) After such failure, he shall be allowed to retake the test upon his request any time after one month's time from his failure. He shall be allowed two additional retests, spaced at least one month apart.
- (c) He shall complete the course and pass the agreed-upon test not later than the end of his ninth month of training, regardless of the number of retests that he has requested. His failure to meet this standard of achievement will be cause for his removal from the classification in accordance with Paragraph G 6 of the Master Apprenticeship Agreement.
- (d) His progression to the second step of the apprentice classification shall be in accordance with Paragraphs G 3 and 4 of the Master Apprenticeship Agreement.

# 2. 7 to 12 Months' Step

He shall continue to perform functions of the prior period and, in addition, shall learn the duties outlined in the 6-12 months' period on the attached Schedule. He shall continue his work on circuits and devices energized below 750 volts where he has direct journeyman supervision.

As early as possible in this training period, he shall be assigned to the Basic Cable Splicing Course. This may be deferred to the 13-18 months' period if there are insufficient (6 or less) apprentices at this step systemwide to justify conducting the course.

- (a) Agreed-upon tests will be given at the conclusion of the school; and if he failed to receive a passing score, the apprentice shall be notified in writing of the reasons for his failing.
- (b) His retesting opportunities shall be in accordance with the Schedule outlined in Paragraph 1 of these guidelines. In the event of failure to meet either the academic or on-thejob standards of achievement, his progression shall be in accordance with Paragraphs G 4, 5, and 6 of the Master Apprenticeship Agreement.

## 3. 13 to 18 Months' Step

He shall continue to perform the duties specified for prior periods and, in addition, learn the duties outlined on the Schedule for the 13-18 months' period of his apprenticeship. He shall be assigned to the Basic Apprentice Cable Splicing Course if not started during the preceding period. He may work without direct supervision as part of a crew on energized circuits below 750 volts. As part of a crew with direct supervision, he may perform underground switching. When working with a journeyman, he shall learn the use of rubber gloves, protective equipment, grounds and hot tools as appropriate for underground and related overhead work.

- (a) If the apprentice fails to achieve a satisfactory rating in this period, he shall be notified in writing as to the reasons for his failure. The apprentice will be given special training on those matters which caused his failure to attain a satisfactory rating. This training may consist of special work or training assignments, as required.
- (b) Upon the employee's request, but not more frequently than once a month, he may request a reevaluation of his attainment with respect to those matters which caused his failure. He shall be allowed three such reevaluations for this purpose.
- (c) The progression of an apprentice who fails to attain a satisfactory rating in this period of training will be governed by Paragraphs G 4, 5, and 6 of the Master Apprenticeship Agreement.

# 4. 19 to 24 Months' Step

The apprentice shall continue to work as provided in the prior periods and, in addition, will learn the duties outlined on the

attached Schedule for the 19-24 months' period. He shall gain proficiency in operating procedures and the use of hot line tools, equipment, and rubber protective equipment on underground and related overhead work when accompanied by a journeyman.

## 5. 25 to 30 Months' Step

He shall continue the work of the previous periods and shall continue to learn underground and related overhead work methods.

#### C. Records

- It shall be the responsibility of each apprentice to maintain his own records in collaboration with each Operating Foreman, Foreman, or Subforeman to whom he is assigned. Upon completion, each periodic record shall be submitted to the General Foreman or District Superintendent.
- 2. It shall be the responsibility of each General Foreman or District Superintendent to keep necessary files of records on each apprentice and to ascertain that each apprentice has a reasonable opportunity of meeting the Standards of Achievement set forth in these guidelines.
- 3. Such records shall at all times be available during the apprenticeship for review by supervisors, the employee, and representatives of Union.
- 4. In addition to and precedent to these guidelines, the provisions of the Master Apprenticeship Agreement are applicable.

# SCHEDULE

# APPRENTICE CABLE SPLICER

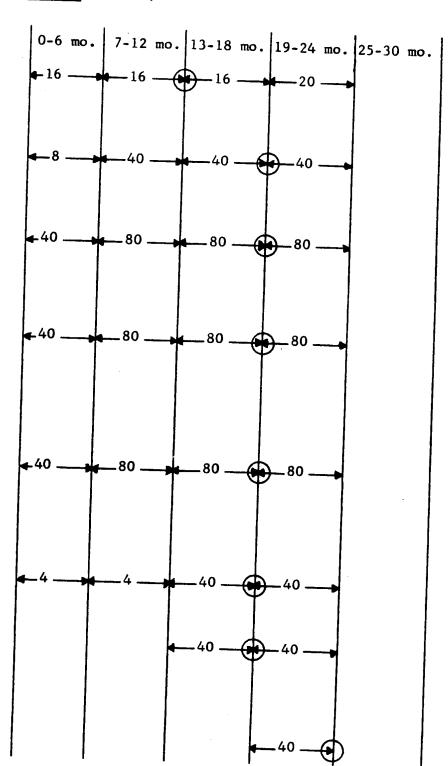
Α.	ACA	ADEMIC ASSIGNMENT	0-6	mo.	7-12	mo.	13-18	mo.	19-24	mo.	25-30	mo.
	1.	Basic Electricity Course	160	hr.								
	2.	Basic Lead Cable Splicing Course Will be All Lead			*1,20	hr.		-				
	3.	Non-lead Splicing School		40	hr.	ı						
В.	ON-	THE-JOB TRAINING PROGRAM								<del></del>		
	1.	Safety, First Aid, Resus- citation, Testing for Gas	8-		8	-	8		8 -		8	-6
	2.	Job Procedures (WOs and GMs), Record Keeping, Accident Reports, Single Line Sketches, Etc.	<b>4–</b> 40 ·	•	þ							
	3.	Nomenclature and Use of U.G. and Related O.H. Materials	4_24.		<b>—</b> 16 -	-	88	-	)			
	4.	Use, Care and Operation of Underground Trucks, and Associated Equipment Including Aerial Lift Equipment	<b>4</b> –16 -		16 -	•	)					
	5.	Care and Use of Tools and Equipment	<b>4-</b> 16 -		<b></b> -16 -	-	<b></b> 8 ⋅	-	8	-		
	6.	Installation and Removal of U.G. Services (Primary and Secondary)	<b>-</b> 30 -		<b></b> 30	-6	<del>)</del> —		<u> </u>	-		
	7.	Installation of Self- contained Single and Polyphase Meters	•		6 _			-	<del>)</del> 3			
	8.	Rules and Regulations Governing U.G. and Re- lated O.H. Construction, G.O. 128, G.O. 95, U.G. Construction Stds., Line Construction Stds., Elect. Operating Bulletins, Etc.	_ 24 _		24		24 _		<b>)</b> —24 —	-		

 $<sup>\</sup>star$  May be deferred to the 13-18 mo. period.

David and

## SCHEDULE (Cont'd)

- Work on Cleared and Grounded Underground Transmission and Distribution Lines
- 10. Installation, Maintenance, and Removal of Riser Cables and O.H. Terminations
- 11. U.G. Work in Conjunction with Installation, Maintenance, and Removal of Lead and Pipe Type Cables and Non-lead Type Cables
- 12. Installation, Maintenance, and Removal of U.G. Equipment Including Transformers, Switches, Protective Devices, Network Protectors, St. Lt. Controllers, Etc.
- 13. U.G. Work in Conjunction with Terminating Primary and Secondary Lead and Non-lead Type Cables Including Primary Separable Connectors
- 14. Test Equipment for U.G. Construction, Maintenance, and Fault Locating
- 15. Operating Procedures for U.G. and Related O.H. Equipment, Switching, Grounding, Rubber Good Use, Live Line Tools, Etc.
- 16. Underground Troubleshooting



### GUIDE FOR USE OF SCHEDULE

