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MARGARET A. SHORT, CHAIRMAN

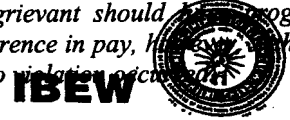
DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

**REVIEW COMMITTEE**

RECEIVED by LU 1245  
 SEPT. 6, 2002

**CASE CLOSED  
 FILED & LOGGED**

109.2; 613.1: Concern progression through the Apprentice Lineman training program. Subject to a check of the records by Payroll, first grievant should be progressed and is entitled to the difference in pay, the second grievant, no violation occurred.



INTERNATIONAL BROTHERHOOD OF  
 ELECTRICAL WORKERS, AFL-CIO  
 LOCAL UNION 1245, I.B.E.W.  
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 SALIM A. TAMIMI, SECRETARY

**Pre-Review Committee No. 13327**  
 General Construction Line – San Jose

Kathy Ledbetter  
 Company Member  
 Local Investigating Committee

Hunter Stern  
 Union Member  
 Local Investigating Committee

Subject of the Grievances

These cases concern progression through the Apprentice Lineman training program. There are two grievants.

Facts of the Cases

Grievant A:	December 18, 2000	Hired beginning step Appr. Lineman
	January 1, 2001	GW1 (3%)
	June 18, 2001	Regular status
	January 1, 2002	GW1 and six month step
	June 18, 2002	One-year step

Prior related experience: Trade school, construction work

Training Completed: 10 Day Basic Climbing  
 5 Day Advanced Climbing  
 5-Day Overhead Fundamentals

Grievant B:	February 20, 2001	Hired beginning step Appr. Lineman
	August 20, 2001	Regular status
	January 1, 2002	GW1 (3%)
	February 20, 2002	Six-month step

Prior related experience: Northwest Lineman's College – Idaho

Training Completed: 10 Day Basic Climbing  
 5 Day Advanced Climbing  
 5-Day Overhead Fundamentals  
 10-Day Live Line

Both employees were held at the beginning rate for one year as required by Letter Agreement 98-02. Those entering the Apprentice classification from another line of progression or an external hire must spend one year at the beginning step in order to become familiar with electric construction work, tools, jargon, policies, practices, etc. This provision was intended to enhance the employee's ability to be successful and safe by ensuring that they receive some of the fundamentals that an employee who'd spent time in a next lower classification received.

Both of the employees met with a Training Coordinator at the Lineman School in Livermore to discuss the training program and to complete the State Apprenticeship Agreement. Both employees were told that they would be in a 36-month training program and the Apprenticeship Agreement includes beginning and ending dates indicating a 36-month program.

In addition, the LIC determined that both employees began climbing and working on poles during their first six months.

A review of Letter Agreement 79-43, which is the training guideline for Title 300 Apprentice Linemen, indicates that Apprentices may climb poles and perform work during their first six months under certain conditions.

This grievance was filed March 12, 2002 well beyond the date these grievants believe they should have been advanced to the six-month step. However, because these grievances concern proper wage placement and the employees have not yet reached the top of the rate, this is a timely grievance under the provisions of Title 102, Attachment A, Continuing Grievances.

#### Discussion

The Union stated that these employees were told they were in a 36-month program and they signed a State Agreement that said it was 36 months. Beyond that, the training and assignments these employees received did not follow the intent of L/A 98-02 as they were not limited to entry level work during their first six months. Union further noted the accelerated rate they were sent to the training classes. Union believes that these employees should be allowed to progress through the apprenticeship in 36 months instead of 42 based on their specific situation.

Company acknowledged that the employees had been misinformed and that a procedure needs to be implemented where: those who are required to spend 42 months are so informed; the Apprenticeship Agreement is correctly completed; and that actual apprenticeship training and completion of the Training Record does not begin during the first six months.

Company noted that State Agreements that are properly completed for a 36-month training program are sometimes delayed due to failures by the employee in the training or absences of the employee. The end date of the Agreement then is corrected to reflect the actual completion date of training. It would seem that such an adjustment to the end date is appropriate and warranted for these grievants. These grievants are not close to completing the apprenticeship and the delay in wage progression has already occurred. To grant the correction requested would cause the violation of L/A 98-02.

Company also stated that completion of the academics and/or classes is not reason enough to accelerate through an apprenticeship as the on-the-job training and in the field experience is very valuable and necessary to becoming a journeyman.

Further, requests for acceleration through an apprenticeship must be submitted to and approved by the Joint Apprenticeship Training Committee. It does not appear such a request was made.

Decision

Subject to a check of the records by Payroll, it would appear that Grievant A should have progressed to the six month step on December 18, 2001 (instead of January 1, 2002) and is entitled to the difference in pay between the beginning rate and the six month rate for that short period of time, at the rates in effect in 2001.

With respect to the Grievant B, no violation of the agreement occurred and this case is closed without adjustment.

Margaret Short  
Margaret A. Short, Chairman  
Review Committee

9/6/02  
Date

Sam Tamimi  
Sam Tamimi, Secretary  
Review Committee

9-6-02  
Date