



LETTER AGREEMENT NO. 02-30-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 22, 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 General Construction 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:

GENERAL CONSTRUCTION MASTER APPRENTICESHIP AGREEMENT

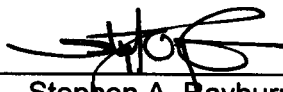
1. Add/Update Apprentice titles (Apprentice Gas Technician, Apprentice Equipment Mechanic, Apprentice Repairperson)
2. Update language concerning the Company and Union non-discrimination policy
3. Update reference to Temporary/Permanent Upgrade sheet and add language to recognize bid and transfer process established for Title 300
4. Add language agreed to in LA 90-8 relaxing retesting procedures for employees subject to demotion
5. Add Testing & Qualifying Procedure language to G.C. Agreement
6. Add language to reflect that employees entering GC Apprentice Lineman classification must spend at least one year at the beginning rate in accordance with LA 98-02.
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 former Hiring Hall employees may be exempted from requirement to spend one year at beginning wage rate

- 9. Add clarification regarding intent of LA 98-02, that employee entering a GC Apprentice Lineman classification, 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 demotion or displacement 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 E.10
- 13. Add language in reference to LA #797 – exercising apprenticeships opportunities
- 14. Clarify language on apprentice *automatic progression* to unassigned journeyman status
- 15. Add language to reflect apprentice ability to bid journeyman when certain conditions are met
- 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

GENERAL CONSTRUCTION
MASTER 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 reenters such apprentice classification on or after the effective date of this Agreement. Note that not all of the training classifications listed below are State Certified programs:

Line Construction Department

Apprentice Cable Splicer
Apprentice Lineman

Gas Construction Department

Apprentice Welder
*Apprentice Gas Technician

Service Center

Apprentice Equipment Mechanic
Apprentice Repairperson

Station Construction Department

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

* 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 E.12 of this Agreement.

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 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 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 or religion, physical or mental handicap, sex, sexual orientation, color, age, national origin or veteran's status as defined under any Act of Congress or any other 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 submitting a Temporary/Permanent Upgrade form (TP form), or 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.

- a. An employee who desires to qualify for an apprenticeship in his or her current department, promo/demo, geographic area shall make it known pursuant to 305.5(c).
- b. An employee who desires to qualify for an apprenticeship in a different promo/demo geographic area or in a different department must submit a bid for such apprenticeship.

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 classification 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 Human Resources 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 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.

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 Human Resources Department.

9. An employee who is tested will be notified within 10 calendar days of the results by the Human Resources 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. TESTING AND QUALIFYING PROCEDURE

1. In filling an apprenticeship vacancy pursuant to Subsection 305.5 or 305.7, the following shall apply:
 - a. An employee who submits a TP form or bid to fill a job vacancy in an apprentice classification 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.
 - c. If such employee who bids is eligible to be tested on or before the control date of the 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.

- d. The employee shall be deemed not qualified with respect to other job vacancies where the test is a requirement until the employee requests and is eligible for a retest.

2. Other:

- a. 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.
- b. Tests will be administered during regular work hours and corrected under the direction of the Human Resources Department.
- c. 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. 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.

D. APPOINTMENTS TO FILL TEMPORARY VACANCIES

Temporary appointments to an apprentice classification will not be made.

E. 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 as 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 re-promotion 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 reentering the apprentice classification provided he or she meets the Standards of Achievement.

8. An employee beyond one year of such demotion from an apprentice classification normally will not be entitled to receive consideration to reenter the apprentice classification. However, upon acceptance by Company that he or she is qualified and desires to progress, Company may grant consideration to reenter 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 reentering 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 reentering 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:

- a. 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.
- b. An employee hired into a Title 300 apprentice lineman classification where there are no qualified bidders, or an employee who enters a Title 300 apprentice lineman 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.

- c. Employees bidding an apprentice lineman 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.
- d. 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.

10. Except as provided for in E.11. and E.12, an employee, 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. 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.

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

11. 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 306 notification.

12. Technical apprenticeships lead to "super journeyman" classifications. Entry into a technical apprenticeship does not count as an entry into an apprenticeship under Section E.10.

- 13. a. A Division apprentice, who has participated in a General Construction apprentice program, will be considered as having exercised one of the two opportunities to participate in an apprentice program allowed under Section F-11 of the Division Master Apprenticeship Agreement. The same would apply for a General Construction apprentice who has participated in a Division apprenticeship Pursuant to Letter Agreement #797 (dated March 8, 1972).
- b. A General Construction apprentice who bids to a Division apprenticeship within the same classification will be considered as having exercised his/her rights under Section G of the Division Master Apprenticeship Agreement.

F. PROMOTION OF APPRENTICES

An apprentice who successfully meets all specified Standards of Achievement, both academic and on the job, 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.

1. 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.

G. 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.