

# LA 21-15-PGE



**BUSINESS MANAGER** 

PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS 375 N. WIGET LANE SUITE 130 WALNUT CREEK, CA 94598 925.974.4461 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 95696 707.452.2700 BOB DEAN

March 5, 2021

Mr. Bob Dean, Business Manager Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P.O. Box 2547 Vacaville, CA 95696

Dear Mr. Dean:

MATTHEW LEVY

SENIOR DIRECTOR

In 2017, the Company and Union met in an effort to identify and implement improvements to the Apprentice Lineman program as well as improving the staffing process of the entry-level positions in GC Line and Electric T&D Departments. This agreement cancels and supersedes LA R1-17-40 (changes appear in italics).

The recommended changes to the Apprentice Lineman program from those meetings *were implemented pursuant* to LA R1-17-40 as follows:

#### **Pre-Apprentice Lineworker Transition**

Effective July 9, 2018, the parties agreed to no longer fill the Title 200 and Title 300 Pre-Apprentice Lineworker (PALW) classification and instead fill all Apprentice Lineman positions under the provisions of this agreement. The provisions of Letter of Agreement 10-50 will apply only to those current PALWs and until the last one completed the program in April 2019. Letter of Agreement 10-50 was then considered as canceled effective April 30, 2019.

## **Apprentice Lineman Training Program**

During 2018, the Apprentice Lineman training program *was* revised to adapt to the changes listed in this agreement including the specific PALW courses and remediation plans that *were* incorporated into the Apprenticeship. As a result, current Apprentice Linemen hired before July 1, 2018, *had* six months reduced from the overall Apprenticeship timeline.

The parties agreed to an updated Administrative Manual, pursuant to LA-20-05 and the updated Apprenticeship program will be agreed to by a separate Letter of Agreement.

## **Position Entry Requirements**

Prior to entering the Apprentice Lineman position, candidates shall possess, or be qualified on the following requirements:

- Qualified on the Physical Test Battery (PTB) and Industrial Skills test (IST)
- Qualified on the Work Orientation Inventory (WOI)
- Qualified on the Post Offer Physical Assessment (POPA)
- Qualified on the Assessment for Lineworker Progression (ALP)

- Possess a Class "C" Driver's License
- Possess a High School Diploma or General Education Diploma (GED)

Pre-employment entry requirements are subject to change by agreement between the Company and IBEW. Individuals will have one opportunity to enter into the Apprentice Lineman Classification. An employee who previously failed to successfully complete the Pre-Apprentice Lineman Program or Apprentice Lineman program will not be allowed re-entry into the Apprentice Lineman Program, with the following exception below.

Effective the signing of this agreement, Apprentice Linemen who have been removed or self-removed for loss of their Commercial Driver's License from a citation that occurred at the 12-18 month step or higher, may request reconsideration to the Apprentice Lineman program after they have regained their valid Commercial Driver's License as follows:

- The employee will initiate a petition with a representative from Field Training for reconsideration to the Apprentice Lineman program to the JATC.
- The JATC will review the employee's status and if the JATC determines that the employee is in good standing, they will approve an assessment plan.
- The Field Training team will oversee that the assessment plan is complete.
- The employee must submit bid(s) to Apprentice Lineman position(s), restricted to the Bidding Unit (Title 200) or Promotion/Demotion Area (Title 300) that they held the Apprentice Lineman position and may be offered a bid if his/her petition was approved by the JATC.
- The Line of Business will determine which class the apprentice will be aligned to pending the outcome of his/her assessment, which will require approval by the JATC.
- The employee will have only one opportunity to decline any Apprentice Lineman offer. Once declined, the above provisions will no longer be available.

### **Class A License**

Newly hired Apprentice Linemen will be required to have and maintain a Commercial Driver's License (CDL) as part of their job duties and will not receive additional compensation. Employees must obtain a Class A permit within three months of entering the classification and a Class A driver's license within six months unless Company is unable to provide timely training.

Regular employees bidding into the position may be required to have or obtain a Class A driver's license per Letter of Agreement 12-32 and 90-113.

# **Apprentice Lineman Staffing**

The parties agreed upon a staffing commitment pursuant to Letter of Agreement 19-02. The parties agreed to a commitment for Apprentice Linemen.

#### **Apprentice Lineman Status**

The provisions of Section 106.5 are modified for newly hired Apprentice Linemen so that newly hired Title 200 and Title 300 Apprentice Linemen will be considered as probationary employees until such time they progress to the 12-18 month step (which also may be extended under the existing provisions of Section 106.5(3)) and during such probationary period, they may be terminated for unsuitability without recourse to the grievance procedure. When an Apprentice Lineman completes six months of service as defined in Subsection 106.5(b)(3), s/he will attain the status of a regular employee with respect to benefits such as leave of absence, holidays, sick leave, vacation and similar rights. Probationary employees who drop out, fail to progress, or are released from the program will be released by the Company.

Regular employees entering the Title 200 or Title 300 Apprentice Lineman positions will be considered probationary in the program until such time they progress to the 12-18-month step. Any removal from the program during this time period will be first reviewed by a joint Company and IBEW Panel consisting of the Training Manager, a Labor Relations Representative, and an Assistant Business Manager from IBEW Local 1245.

Upon the effective date of this agreement, any regular status Title 200 Apprentice Linemen removed from the classification will be subject to the provisions of Section 206.15 (Letter of Agreement 16-13). Regular employees entering the Title 300 GC Apprentice Lineman position will be subject to the provisions of Title 306.

# **Bidding and Transfers**

As part of the update to the Apprentice Lineman program, the parties have agreed to revise Letter of Agreement R1-05-17 with regard to bidding for Title 200 Apprentice Lineman positions. Specifically, paragraph two is revised as follows:

After the effective date of this agreement, employees hired or bidding into the 50449466 (1117) Apprentice Lineman classification will not have their bids considered under the provisions of Section 205.7 outside of their **headquarters** until they have completed the training program. The Apprentice Linemen who complete the training program will also be required to spend two years in the **headquarters** as a Lineman before their bids will be considered under the provision of Sections 205.7, 305.5, or 305.7 of the Agreement.

There is no change to the Letter of Agreement 05-17 provisions for Title 300 GC Apprentice Lineman 50449467(1118).

Apprentice Lineman and GC Apprentice Lineman vacancies shall be filled with a 1:1 ratio (by Bid or Unrestricted mode) similar to or along the lines of Section 205.5 and 305.8 of the Agreement.

# **Line of Progression**

An updated Title 200 Line of Progression for Apprentice Lineman follows.

Legacy Code	SAP Job Code	Next Lower Classifications
3356	51863059	Electric Line Assistant
1098	50010243	Night T&D Assistant
0458	50010147	Field Clerk - Electric T&D (PIO)
0960	50070767	Cableman's Utility Worker
1096	50010242	Electric T&D Assistant (PIO)
1190	50010261	Street Light Mtcemn.
1660	50010323	T&D Equipment Operator
1661	50073066	T&D Equipment Operator – GC
1662	50010324	T&D Equipment Operator - Trans.
1663	50010325	Night T&D Equipment Operator - SF Only
2010	50073161	Manhole Pumpman
2013	50072921	Night Manhole Pumpman

Legacy Code	SAP Job Code	Same or Higher Classifications
0140	50010091	Cableman - S.F. Division
0683	50010184	Night Cable Crew Foreman
0820	50010199	Cable Crew Foreman
0845	50010202	Working Foreman
0990	50010226	Inspector - (PIO)
1117	50449466	Apprentice Lineman (After 3/1/12)
1118	50449467	Apprentice Lineman - GC
1188	50010260	Apprentice Lineman - Trans.
0127	50251115	Apprentice Lineman - Service
2280	50010375	Cable Splicer
2286	50010380	Cable Splicer - UN
2281	50010377	Apprentice Cable Splicer
2282	50010377	Cable Splicer - GC
2283	50010378	Night Cable Splicer
2285	50010379	Apprentice Cable Splicer-GC
2290	50010381	Transmission Cableman

The GC Apprentice Lineman progression (Letter of Agreement 13-29) will be changed as follows:

The Utility Worker GC Line 50010223(0947) will be considered the next lower classification to the GC Apprentice Lineman classification 50449467 (1118). The provisions of Section 305.5 (a) will be modified when filling the GC Apprentice Lineman classification so that a GC Line Utility Worker (0947) will be considered as the next lower within the employee's current promotion/demotion area once the employee has completed six months in the Utility Worker GC Line classification.

## Wages

The current agreed to Exhibit X wages are not changed. However, the Company and IBEW Local 1245 agree to waive the provisions of the Master Apprenticeship Agreement Section F10(c) for Title 200 and MAA Section 9(b) for Title 300 for the purposes of the wage progression for these positions.

# **Wage Protection for Lower Classifications**

The parties agree that Wage Protection will be provided to the following positions as follows:

Any Night T&D Assistant, 50010243 (1098) currently at the top of the rate, will enter the Apprentice Lineman position at the 18-month wage step. Such employee shall remain at this step until completion of the 18-month step in the Apprenticeship at which time s/he will begin receiving subsequent Apprentice Lineman wage steps in accordance with the Master Apprenticeship Agreement.

Letter of Agreement 15-07 will be amended to note that successful Towermen 50010430 (2520) who bid into the GC Apprentice Lineworker position will be compensated at the same rate as the 12-month GC Apprentice Lineman step. Such employees shall remain at this wage rate step until completion of 18 months in the apprenticeship at which point, they will begin receiving subsequent GC Apprentice Lineman wage steps in accordance with the GC Master Apprenticeship Agreement.

Letter of Agreement 15-34 will be amended to note that successful bidders from a GC Line Miscellaneous Equipment Operator (Not Gas) 50253878 (1616) into the Title 200 Apprentice Lineman or the Title 300 GC Apprentice Lineman position will be compensated at the one-year wage step. Such employees will remain at this wage rate step until completion of 18 months in the Apprenticeship at which point, they will begin receiving subsequent wage steps in accordance with the applicable Master Apprenticeship Agreement.

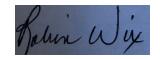
Letter of Agreement 16-10 will be amended to note that Electric Line Assistants (51863059) will have wage retention when successfully bidding to the Apprentice Lineman position. That is, their wage rate will be maintained until they progress to a higher pay wage step in the Apprentice Lineman progression.

The Company and Union *has* assigned oversight of implementation of this agreement jointly to the Apprentice Lineman Training Manager and the IBEW Local 1245 Assistant Business Manager. The parties will attempt to jointly resolve any issues that may arise regarding this Letter of Agreement. Issues that cannot be resolved will be escalated to the Company's and Union's respective designees to attempt resolution prior to a grievance being filed and Subsection 102.3(a)(2) timelines will be waived.

If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY



By: \_\_\_\_\_\_\_Robin Wix for Matthew Levy Senior Director

The Union is in agreement.

Mar 8, 2021 \_\_\_\_\_\_, 2021

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

By: Bob Dean
Business Manager