

LETTER AGREEMENT NO. 22-21-PGE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS 375 N. WIGET LANE SUITE 130 WALNUT CREEK, CA 94598 925.974.4461 MATTHEW LEVY SENIOR DIRECTOR 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 BUSINESS MANAGER

June 24, 2022

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

This Letter of Agreement and attached revised Master Apprenticeship Agreement supersedes the previous Division and General Construction Master Apprenticeship Agreement (LA R1-21-16-PGE).

This agreement updates and clarifies the provisions of Section G (Status of Apprentices) as well as incorporates new language under Section I (Filling Journeyman Vacancies) to clearly define a provisional placement process.

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: ______

Matthew Levy C Senior Director

The Union is in agreement.

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

Bob Dean Business Manager

June _____, 2022 Jun 24, 2022 By:

PACIFIC GAS AND ELECTRIC COMPANY

AND

I.B.E.W. LOCAL UNION 1245

MASTER

APPRENTICESHIP

AGREEMENT

Division and General Construction

REVISED June 2022

REPLACES BOOK DATED September 2021

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MASTER APPRENTICESHIP AGREEMENT

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This Master Apprenticeship Agreement (MAA) has been amended from time to time to reflect negotiated changes between the parties. The classifications currently covered by these guidelines are listed below. Each program has specific guidelines for training and Standards of Achievement, which supplement this general set of guidelines and should be reviewed in conjunction with the MAA.

DIVISION (Title 200)

ELECTRIC

Apprentice Cable Splicer (50010376) Apprentice Electrical Machinist (50010256) Apprentice Electrical Technician** (50010406) Apprentice Electrician (50010155) Apprentice Lineman (50449466) Apprentice Lineman Transmission (50010260) Apprentice Metering Systems Technician** +(51508445) Apprentice System Operator (50010345) Apprentice Telecommunications Technician** (50010411)

<u>GAS</u>

Apprentice Corrosion Mechanic (51654541) Apprentice Distribution Gas System Operator (50489164) Apprentice Fitter – Arc (51636998) Apprentice Gas Control Technician** (50072865)

Apprentice Station Operator (51664844)

Apprentice Transmission Gas System Operator (50073138)

Apprentice Transmission Mechanic (50072871)

STEAM, NUCLEAR and HYDRO

Apprentice Chemical And Radiation Protection Technician (DCPP)** (50010383) Apprentice Control Technician** (50010404) Apprentice Electrician – Electric & Hydro (50010155) Hydro Operator-in-Training (50010348) Apprentice Machinist – Steam (50070785) Apprentice Mechanic Rigger (50010369) Non Licensed Operator (Nuclear Operator) (50010327) Apprentice Telecommunications Technician** (50010411) Apprentice Water System Repairperson (50010360)

GENERAL SERVICES

Apprentice Equipment Mechanic 50010275

MATERIALS

Apprentice Electrician (EAM) (52011131) Apprentice Electrician (50072524) Apprentice Machinist (50070786)+

GENERAL CONSTRUCTION

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LINE CONSTRUCTION

STATION CONSTRUCTION

SERVICE CENTER

Apprentice Cable Splicer (51754496) Apprentice Lineman (50449467) Apprentice Communication Technician** (50010399) Apprentice Electrical Technician** (50010396) Apprentice Electrician (50010157)

Apprentice Equipment Mechanic (50010278)

GAS CONTRUCTION

Apprentice Welder – Gas (50010438) Apprentice Gas Technician** (50010416)+

HYDRO CONSTRUCTION

Apprentice Water System Repairperson (51560454)

+ Not State Certified

**Journeyman in the Line of Progression entering any of the subject apprenticeships will maintain their journeyman wage rates and shall receive no progressive wage increase until such time as their progression through their technical apprentice training program merits a wage higher than their current rate. Entrance into these classifications is covered under provisions of F.12 of this Agreement.

Individual Apprentice Programs reserve the right to make modifications to their programs. Such modifications require approval by the Joint Apprenticeship Training Committee (JATC).

A. ELIGIBILITY FOR APPRENTICE CLASSIFICATIONS

Title 200

- 1. An employee entering an apprentice classification will receive comprehensive formalized training in conjunction with the employee's work as an apprentice. To ensure 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 that employee has first received a passing score on all applicable tests/test batteries as agreed-to by the Company and the Union for existing represented employees, which may include existing tests (e.g., Physical Test Battery, Industrial Skills Test, etc.) Additional tests may be identified per Company and Union agreement as identified per the program Letter Agreement.
 - A. Testing remediation guidelines can be found in the letter agreement for each respective program and on the HR Employee Testing webpage. The above qualification tests may be revised, or additional requirements may be established by written agreement between the Company and Union. Additional requirements previously established under the provisions of Title 205 of the Collective Bargaining Agreement (CBA) shall continue to be applicable.

Title 300

- 1. An employee entering an apprentice classification will receive comprehensive formalized training in conjunction with the employee's work as an apprentice. To ensure 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 that employee has first received a passing score on all applicable tests/test batteries as agreed-to by the Company and the Union for existing represented employees, which may include existing tests (e.g., Physical Test Battery, Industrial Skills Test, etc.) Additional tests may be identified per Company and Union agreement as identified per the program Letter Agreement.
 - A. Testing remediation guidelines can be found in the letter agreement for each respective program and on the HR Employee Testing webpage. Waiving the waiting period is only possible under compelling business needs and is authorized by the Joint Apprenticeship Training Committee (JATC) and the Human Resources Testing Department.
 - B. 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 CBA shall continue to be applicable.

B. TESTING AND QUALIFYING PROCEDURE

Title 200

- 1. Division (Title 200) Bidding
 - A. An employee who submits a bid to fill a job vacancy in an apprentice classification under the provisions of Section 205.4 of the CBA must notify the Human Resources Testing Operations 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 Human Resources Testing Operations Department will arrange such test or retest based on the schedule outlined in the letter agreement for each respective program and on the HR Employee Testing webpage.
 - 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 under the provisions of Section 205.11 of the CBA.
 - C. If such employee who bids is eligible to be tested on or before the control date of a 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 for consideration under the provisions of Section 205.11 of the CBA.
 - D. The employee shall be deemed not qualified under the provisions of Section 205.11 of the CBA with respect to other job vacancies where the test is a requirement until the employee requests and is eligible for a retest.

Title 300

- 1. In filling an apprenticeship vacancy pursuant to Subsection 305.5 or 305.7 of the CBA, the following shall apply:
 - A. An employee who submits a Temporary/Permanent Upgrade Form (TP sheet), or after bidding to an apprentice classification under the provisions of Section 305 of the CBA, receives notification regarding testing programs which must be completed, must notify the Human Resources Testing Operations Department, on or before the control date (or date the TP Sheet was utilized) of the vacancy, that the employee is then prepared and desires to take the required test or re-test based on the schedule outlined in the letter agreement for each respective program and on the HR Employee Testing webpage.
 - 1.) An employee who desires to quality for an apprenticeship in his or her current department, promotion/demotion area shall make it known pursuant to 305.5(c) of the CBA.

- 2.) An employee who desires to qualify for an apprenticeship in a different promotion/demotion geographic area or in a different department must submit a bid for such apprenticeship.
- 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 under the provisions of Title 305 of the CBA.
- *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 otherwise the 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 for consideration under the provisions of Title 305 of the CBA.
- D. The employee shall be deemed not qualified under the provisions of Title 305 of the CBA with respect to other job vacancies where the test is a requirement until the employee is eligible for a retest.

2. Other:

- A. An employee who has previously attempted but failed to meet the testing requirements and who again desires to meet the testing requirements must make a formal request to the Human Resources Testing Department. If such request is 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 Testing Department.
- C. An employee who is tested will be notified in writing within seven calendar days of the results by the Human Resources Testing Operations 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. JOURNEYMAN BIDS

Title 200

A bid made by a journeyman to fill a job vacancy in an apprentice classification of the journeyman's own normal line of progression shall not receive preferential consideration under any Section of Title 205 of the CBA except as is appropriate under Subsection 205.7(a) of the CBA.

D. EXEMPTIONS FROM QUALIFICATION TESTS

Title 200

- 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 206 of the CBA to a classification below the apprentice classification for a reason or reasons which can be corrected in an apprentice training program, will be required to satisfy the Qualification Tests for Apprentice Classification if the employee has not previously done so in order to be reappointed to the employee's former classification or to any intermediate classification in the line of progression. However, such appointment shall continue to be subject to the provisions of Title 205 of the CBA.
- 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 206 of the CBA 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 classification in order to be reappointed to the employee's 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 205 of the CBA.
- 3. An employee who was formerly classified as an apprentice or was in a classification higher thereto in the line of progression and who was voluntarily removed from such classification and was placed in a classification below the apprentice classification will not be required to satisfy the Qualification Tests for Apprentice Classifications in order to be reappointed to the employee's former classification or to any intermediate classification in the line of progression.

Title 300

- 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 of the CBA 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 CBA.
- 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 of the CBA

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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 CBA.

E. APPOINTMENT TO FILL TEMPORARY VACANCIES (Title 200 & Title 300)

Temporary appointments to an apprentice classification will not be made.

F. TRAINING OF APPRENTICES

- The JATC 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. The JATC may also recommend revisions to the Standards of Achievement as necessary, and such revisions shall be effective as agreed to by the Company and Union.
- 2. The Standards of Achievement are defined below:
 - A. Satisfy the required time in each step; and
 - B. Accurately complete and record Self-Reported Activities (SRA's) including task repetitions (OJT), hours spent doing the task (OJE), Job Performance Measures (JPMs), etc. specified for each step; and
 - C. Successfully complete all formal training specified for each step, to include all relevant qualifications; and
 - D. Successfully complete the Step Progression Test (SPT) specified for each step; and
 - E. Consistently display professional attitude and behaviors; and
 - F. Comply with all safety rules and work procedures; and
 - G. Satisfy the Apprentice Roles and Responsibilities as defined in the Administrative Procedures Manual
- 3. For development and demonstrating proficiency an apprentice may be assigned to do work alone. Such assignments will be limited to work processes on which the apprentice has received prior instruction, training, has been observed performing the job safely, and holds qualifications as applicable. Such assignments shall not be for production work or to supplement manpower shortages.

4. Apprentices may be required to travel to different parts of the service territory for training purposes. This requirement provides the apprentice with experience and opportunity to become familiar with working at facilities in different geographical areas throughout PG&E's service territory. When an apprentice is required to travel, the appropriate provisions of Title 201 or Title 301 shall apply.

In addition, if the forecasted work at an apprentice's headquarters does not support the required training needs and reasonable efforts to make the needed work available are not successful, or if the apprentice's Supervisor anticipates that the required SRA will not be available because of a lack of related work, the Supervisor will notify the Field Training Coordinator in a timely fashion to arrange to have the apprentice assigned to work in a different area to gain the needed training and experience. If it is work that is seasonal in nature and an opportunity does not present itself, those training delays will be briefed at the JATC.

The specific training task and duration will be communicated to the apprentice with as much notice as practicable, no less than 48 hours before the assignment is scheduled to begin.

The Supervisor and Field Training Coordinator are responsible for monitoring and tracking these assignments to ensure apprentices are receiving the required training and experience.

- 5. An apprentice who has spent the required time at the employee's current wage step and who meets or exceeds the established Standards of Achievement for such wage step shall advance to the next higher wage step of the progressive wage rate.
- 6. 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 placed on an action plan, not to exceed 90 days and
 - B. be notified of inadequate performance in writing, and
 - 1.) A copy of the written notification shall be furnished to the employee and to the Union Representative (if applicable).
 - C. be held in the apprentice's present wage step, and
 - D. be allowed a maximum of 90 consecutive days to meet the established Standards of Achievement for the wage step at which the apprentice is being held.
- 7. The Action Plan will:
 - A. Begin on the day the Apprentice is notified of the deficiency and be scheduled to end no later than 90 consecutive days unless special provisions have been approved by the JATC.
 - B. End on the day the Action Plan requirements are fulfilled
 - 1.) The JATC has the authority to adjust step date sequencing after an action plan or leave of absence.
 - C. All Action Plans must be submitted to the JATC for review and approval. The JATC has the final authority to:

- 1.) Approve or Extend an Action Plan
- 2.) Remove an apprentice from the program
- D. Action plans are limited to the following:

Time Period	Number of Action Plans Permitted	Subject to JATC Removal If:
First Step (0 mo – 6 mo)	1 Action Plan during the first step	If there is a need for a 2 nd Action Plan in the first step, the apprentice is subject to be removed by the JATC
First Step - Eighth Step (0 mo – 48 mo)	Up to 2, total Action Plans during the entire program, 8 steps	If there is a need for a 3 rd Action Plan at any point in time during the eight- step program, the apprentice is subject to be removed by the JATC

- If an apprentice has exhausted his or her allotment of Action Plans, the apprentice will have their apprentice training program suspended by the Apprentice Program leader/LRC committee members pending review by the JATC. All apprentice removals are subject to review and approval by the JATC.
- 2.) The JATC will rely on PG&E leaders (Supervisors) to use the Positive Discipline (PD) process to address apprentices' attitude, behavior and attendance.
- 8. If, during such 90 day 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.
 - A. The employee will not be eligible for further progression in the wage rate until six months have elapsed since the date the employee received such wage increase and until Standards of Achievement for such wage step have been met.
 - B. If an employee who is attempting to meet the Standards of Achievement established to progress from one step to another of the wage progression fails to meet the established Standards of Achievement as provided above, the employee shall, after such Action Plan, be subject to removal from the classification and demoted in accordance with Title 206 or Title 306 of the CBA or provided one extension if approved by the JATC.
- 9. Placements under this section require agreement by the JATC prior to placement. However, the step placement provisions below will apply.
 - A. An employee removed (including self-removal) from an apprentice classification under the provisions of this agreement shall be permitted to bid to the classification again under the provisions of Title 205 or Title 305 of the agreement only after a period of one year or more from the removal.

B. If the employee is reentering the apprenticeship between 12-24 months of leaving the program, they will be required to begin with the program's first Step Progression Test (SPT) and work forward to determine the appropriate starting point. (Meaning that the Apprentice will take the first SPT, then if successful will take the second SPT, and so forth until a failure point has been identified). The employee will be placed in the appropriate step and the dates of progression adjusted to reflect the new completion date. Under no circumstances will an apprentice be placed at a step higher than where he/she left the program.

If an employee has been away from the apprenticeship more than 24 months, then the employee will automatically begin at the first step of the program.

Any deviation from these guidelines shall be brought before the JATC for approval.

- 10. An employee who has been voluntarily removed from a classification higher thereto in the line of progression of an apprentice classification, or an employee who was demoted from an apprentice classification for reasons other than failure to meet the Standards of Achievement and who is the successful bidder to return to a vacancy in the same apprentice classification shall be referred to the JATC for review before placement is made. The JATC will decide if the employee should be placed in the wage step of the apprentice classification commensurate with the employee's current knowledge, skill, efficiency, adaptability and physical ability.
- 11. An employee is entitled to two opportunities to participate in an apprenticeship training program(s). His or her subsequent bid to fill a job vacancy in an apprentice classification will not receive consideration under the provisions of Title 205 or Title 305 of the CBA. 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.
 - A. All cases shall be referred to the JATC for review before placement is made.
 - B. 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 Title 206 or Title 306 notification.
 - C. A third apprenticeship opportunity shall be allowed to an employee who has already exhausted his or her two opportunities and will only be granted when the Company has declared the vacancy as unrestricted. (LA 05-64-PGE)
- 12. Entry into a technical apprenticeship does not count as an entry into an apprenticeship under Section F.11. An employee, however, is limited to two opportunities to participate in a Technical Apprenticeship. Technical apprenticeships are indicated by asterisks in the table on Pages 1 & 2.
- 13. Should an apprentice report to an apprenticeship but for some reason the company does not offer courses within 6 months and the employee bids out of the classification prior to courses beginning, that apprenticeship will not count toward the 2 allotted apprenticeships

14. Placements pursuant to Section 205.17 or Section 301.16 of the CBA are governed under the provisions of Letter Agreement 81-95.

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15. If such training is not given or is not timely in relation to the Standards of Achievement, the employee's 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 Section 205.11 of the Collective Bargaining Agreement (CBA) based on standards which relate to the training that the employee has received and the job definition

G. STATUS OF APPRENTICES

Title 200 (updated June 2022)

- An employee in an apprentice classification shall have the employee's bid to fill Job vacancies in the employee's own classification considered in the normal application of Subsections 205.7(b) or (c) of the CBA.
- However, once an employee in an apprentice classification has been voluntarily appointed to a new regular headquarters (including, but not limited to appointments resulting from bids, unrestricted appointment, exchange of headquarters, or hardship transfer) the employee's subsequent bids to fill job vacancies in the employee's own classification shall be rejected.
- 3. Any involuntary appointment will not result in the rejection of the employee's bids to fill job vacancies in the employee's own classification.
- 4. Any advance placement is subject to JATC approval following an assessment of the employee's knowledge and skills.

Title 300 (updated June 2022)

- An employee in an apprentice classification shall have the employee's bid to fill Job vacancies in the employee's own classification considered in the normal application of Subsections 305.7 or (c) of the CBA.
- 2. However, once an employee in an apprentice classification has been voluntarily appointed to a new regular headquarters (including, but not limited to appointments resulting from bids, unrestricted appointment, exchange of headquarters, or hardship transfer) the employee's subsequent bids to fill job vacancies in the employee's own classification shall be rejected.
- 3. Any involuntary appointment will not result in the rejection of the employee's bids to fill job vacancies in the employee's own classification.
- Any advance placement is subject to JATC approval following an assessment of the employee's knowledge and skills.

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H. PROMOTION OF APPRENTICES

1. No temporary upgrades or early promotion permitted.

Title 200

- 2. An apprentice who successfully meets all specified Standards of Achievement for the apprenticeship will automatically progress to unassigned journeyman classification effective on the day the apprentice meets such Standards and completes six months at the top wage rate of the classification. The apprentice shall then be considered as an unassigned journeyman at the apprentice's regular headquarters. until such time that the apprentice is assigned to fill a regular job vacancy as a result of the apprentice's bid under Section 205.7of the CBA or as a result of the application of Paragraph I below.
- 3. An apprentice who has received promotion to unassigned journeyman status shall be considered as a full journeyman in the assignment of duties and work schedules. The apprentice shall remain at the training headquarters until the he or she is assigned to fill a regular journeyman job vacancy as a result of the apprentice's bid under Section 205.7 of the CBA or as a result of the application of Paragraph I below. Such regular job vacancy to which the apprentice may be assigned without bidding shall be at the apprentice's training headquarters or at a headquarters which is within a reasonable commute distance of the apprentice's training headquarters.

Title 300

4. An apprentice who successfully meets all specified Standards of Achievement, both academic and on the job, for the apprenticeship will automatically progress to the journeyman classification effective on the day the apprentice meets such Standards and completes six months at the top wage rate of the classification.

I. FILLING JOURNEYMAN VACANCIES

Title 200 and Title 300 Provisional Journeyman Hiring (added June 2022):

All journey level personnel hired or placed into an IBEW classification, except where specific Agreements for provisional hiring already exist, must:

- pass all required pre-employment testing;
- present a resume and any associated certificates for the classification applying to;
- presently hold a journeyman card or equivalent certifications and
- be assessed by a combination of PG&E Academy Instructors and Line of Business Subject Matter Experts, one of which must be a Supervisor.

The assessment will determine any gaps in knowledge and result in the creation of an official Training Plan, which will not exceed 12 months in duration. Any requested extension must be approved by the JATC. Once the assessment and interview process has been completed, the request for provisional placement must be brought to the JATC for final approval. The package required by the JATC will consist of the following: Completed Business Item Summary Form; Resume; Certificates (if applicable); Journey Certificate or Card and Proposed Training Plan. Once the JATC renders a final decision, the final offer may be made.

Title 200

- It is Company's intent to continue to fill vacancies which occur in regularly established journeyman positions in accordance with Company needs. If such a journeyman position is abolished or downgraded, Company will continue to review the reasons with Union upon its request. Company's decisions with respect to manning and classification requirements shall be final.
- 2. A regular job vacancy which is to be filled in a journeyman classification shall be filled in the normal application of Subsections 205.7(a) or (b) of the CBA.
- If the job vacancy is not filled under Paragraph I2 above, Company shall, in the order of their employment dates, fill the job vacancy from among those unassigned journeymen located at the headquarters where the job vacancy exists.
- 4. If the job vacancy is not filled under Paragraph I2 or I3 above, Company shall fill the vacancy in accordance with Sections 205.7(c) or (d) of the CBA.
- 5. Prior to the involuntary assignment of an unassigned journeyman to a new headquarters, the Company may hire a journeyman to fill the job vacancy pursuant to LA R1-98-01. If the job vacancy is not filled under Paragraphs I2, I3 or I4 above, Company shall, in the reverse order of their employment dates, fill the job vacancy from unassigned journeymen at the training headquarters designated to supply journeymen to the location where the job vacancy occurs if the location is within 30 miles or 45 minutes of the unassigned journeyman's residence.
- 6. No reimbursement shall be made by Company for expenses incurred by an employee in connection with a transfer which is made as a result of the application of the provisions of this Section.

J. GENERAL

1. Extended Absence (for any reason)

- A. If an apprentice has an extended absence of less than 6 months that causes them to miss any part of their training, they will return to the program where they left it. Subsequent step progression dates will be adjusted in accordance with Sections 204.2(c) or 304.1(a) as appropriate.
- B. If there is a leave that causes an apprentice to be absent for 6-12 months of their program, they will be required to retake the last Step Progression Test (SPT) they passed. If they are unsuccessful, they will be required to take SPTs in reverse order until a starting point can be

identified. They will be placed in the appropriate step and the dates of progression adjusted to reflect the new completion date.

- C. If there is a leave that causes the apprentice to miss 12-24 months of their program, they will be required to begin with the programs first SPT and work forward to determine the appropriate starting point. They will be placed in the appropriate training step and the dates of progression adjusted to reflect the new completion date.
- D. If an apprentice has a leave for a period longer than 24 months, they will automatically return to the first training step of the program.
- E. In the application of B through D above, the Apprentice will retain the progressive wage step attained prior to their absence, including any subsequent annual general wage increases, until such time as their assigned training step exceeds their progressive wage step.
- F. Any deviation from these guidelines shall be brought before the JATC for approval.
- 2. Should a grievance arise concerning the administration of any portion of this MAA, it shall be determined by the procedure established under the provisions in Section 102.8 of the *CBA*; however,
- 3. 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 JATC for its recommendation.

Abstract:205.17 may supersede "Relocation" limitations imposed by the master apprenticeship
agreement.File Date:12/4/81Source:Letter Of AgreementFile #:LA 81-95Division:Agreement:PhysicalTitle:205-8, 205-17, 109

December 4, 1981 DIVISION MANAGERS MESSRS. M.E. BENNETT R.P. BENTON T.R. FERRY P.E. IDNG R.D. MANNING J.D. SHIFFER:

Company and Union have agreed that when an employee requests transfer to a Job vacancy for reasons of urgent necessity (as provided in Section 205.17 of the Physical Agreement) but is con-strained by the "relocation" limitations imposed by the Master Apprenticeship or other training agreements, Section 205.17 may supersede. Details are contained in the attached letter agreement.

I. WAYLAND BONBRIGHT

FHGreenstein(4401):lsc

cc: JSCooper EJHilden GSBates BANelson JYDeyoung DOKabayashi HMMckinley TCPhebus RKMiller JBStoutamore JOSchuyler ECSuess MEBadella CPTaylor WHBarr TETemen LCBeanland RCNiomberry FCBuchholz CEWelte DHColwell JNYlarraz RHCunningham Div. Pers. Mgrs. BADamele Div. Elect. Supts. Mr. Bob Dean

June 24, 2022 LA 22-21-PGE

AWDefoe Div. Gas Supts. AHEllis Div. Hydro Supts. WAFlowers Div. Steam Supts. NHEad Attachment

LABOR AGREEMENT INTERPRETATION

TITLE 205 - JOB BIDDING, PROMOTION AND TRANSFER

TITLE 109 - APPRENTICESHIP TRAINING

The Master Apprenticeship Agreement and other similar training agreements limit an employee's rights to relocate, as an apprentice or trainee, to one such move during the training period.

Questions have arisen with respect to whether or not Section 205.17 of the Physical Agreement is in conflict with any or all of the training agreements above with respect to relocations while an apprentice or trainee.

In order to resolve any questions as to conflict, Company and Union agree that where the conditions of Section 205.17 are fully met and both Company and Union agree to a relocation, then provisions of Section 205.17 shall govern.

For Union For Company s/Jack McNally s/I. Wayland Bonbright Its Business Manger Its Manager of Industrial Relations.

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Date November 18, 1981 Date September 3, 1981

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R1-97-30-PGE

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April 4, 1997

Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P.O. Box 4790 Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

The Fleet 94-53 committee agreed to establish a number of new apprentice positions. Concerns raised were how to ensure quality training, how to ensure consistent training and how to minimize hardship on employees. The committee agreed to centralize the control of the training and to revise and update the current training program as well as to have the same program for both Title 200 and 300 employees. In order to minimize the impact on employees it was agreed to establish apprentice positions geographically and to have the instructors travel to the various job sites. These geographical locations had garages large enough to provide a wide variety of work and a complement of journeyman to support the apprentice's training. Special assignment will be used to move apprentices to perform work assignments that unique to a specific garage.

Company proposes to minimize the hardship on the Title 300 apprentices, pursuant to Section 304.4 of the Agreement, to establish an Apprentice Equipment Mechanic in the Field for Title 300. This classification will be the same as the Apprentice Equipment Mechanic that currently exists for Service Centers including class code, line of progression and pay. This proposal eliminates the need to train the apprentices in Davis just to transfer them to the field upon completion of their program. This transfer in some cases results in household moves.

An employee placed into one of these positions will be treated the same as a Service Center employee and will not be subject to transfers. Any assignment away from the headquarters will be governed under the provisions of Section 301.14. Currently the headquarters identified are Oakland, Richmond and Madera (Gregg Sub), however, other headquarters may be added by Agreement between the parties.

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The Company further proposes, pursuant to Section 206.12 of the Agreement, that assignments made under the provisions of Subsection J5 of the Master Apprenticeship Agreement be modified. The modification would allow for an assignment to be up to 55 road miles from an apprentice's training headquarters and the employee can cross divisional boundaries for placement. Employees required to move to a headquarters beyond 30 road miles from their current residence will be eligible for a one time moving allowance of \$ 2800. The \$ 2800 will be paid in accordance with the provisions of Section 206.8 of the Agreement. The effective date of this modification will be January 1, 1997. There is no proposal to change the normal application of Section 205.7 of the Agreement.

Either party may cancel this agreement by providing 30 day written notice. If this agreement is canceled, apprentices in the program at the time of cancellation will continue under the terms of this agreement until they complete their training.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: <u>s/David J. Bergman</u>

Chief Negotiator

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

April 16, 1997

By: <u>s/Jack McNally</u>

Business Manager



LETTER AGREEMENT NO. 05-64-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 2850 SHADELANDS DRIVE, SUITE 100 WALNUT CREEK, CALIFORNIA 94598 (925) 974-4104

STEPHEN A. RAYBURN, DIRECTOR AND CHIEF NEGOTIATOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 95696 (707) 452-2700 PERRY ZIMMERMAN, BUSINESS MANAGER

December 1, 2005

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

Dear Mr. Zimmerman:

The Company and Union continue to receive requests for employees to return to Apprenticeships that they have vacated for various reasons. Employees making these requests have exhausted their two opportunities to participate in apprentice training programs. This proposal is an effort to meet the employees' desires to become a journeyman and the Company's need to fill apprentice positions with qualified employees in areas without qualified bidders.

Company proposes to modify the Division Master Apprenticeship Agreement pursuant to subsection J3 and the General Construction Master Apprenticeship Agreement pursuant to subsection G3 to allow for one additional apprenticeship. This exception will be limited to those employees who have already exhausted their two opportunities and will only be granted when the Company has declared the vacancy as unrestricted. All the other terms and conditions of the agreements will apply.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: <u>s/Stephen A. Rayburn</u>

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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

December 21 , 2005

By: <u>s/Perry Zimmerman</u> Perry Zimmerman Business Manager



LETTER AGREEMENT NO. 10-13-PGE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT MAIL CODE N2Z P. O. BOX 770000 SAN FRANCISCO, CALIFORNIA 94177 (415) 973-4310 STEPHEN A. RAYBURN, DIRECTOR AND CHIEF NEGOTIATOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 95696 (707) 452-2700 TOM DALZELL, BUSINESS MANAGER

March 18, 2010

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

Dear Mr. Dalzell:

The Company proposes to replace the Arithmetic Computation Test (ACT) with the Industrial Skills Test (IST) for all positions that required the ACT. This updated testing requirement is based on continuing research for appropriateness and was validated through an analysis of current incumbents performing in classifications that will require the IST going forward. The IST was introduced through the Joint Apprenticeship Training Committee which has agreed to support this proposal. This agreement will supersede and replace all ACT references with the IST. The following transition rules will apply:

- 1) The Arithmetic Computation Test (ACT) will no longer be administered to current regular status employees effective June 1, 2010.
- 2) Qualified scores on the ACT will be accepted as meeting the new testing requirements for current employees in lieu of the Industrial Skills Test (IST) until December 31, 2010.
- Probationary status apprentices hired before May 1, 2010, that have not qualified on the ACT, will be covered by and must meet the requirements outlined in the test provisions in effect at the time of hire.
- 4) Apprentices terminated from their employment due to failure to qualify on the ACT may be eligible for rehire.
- 5) Current employees, who are applying/bidding for a classification which they have never held, and who have not previously qualified on the ACT as outlined in Item 2 above (prior ACT results

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Mr. Bob Dean

valid until December 31, 2010) will be required to meet the new IST testing standard effective June 1, 2010.

- 6) Current employees who have previously held the same classification are assumed to have met the testing standard for the position at that time and do not have to meet the IST requirement. However, they may be required to meet any additional or new testing standards that may have been set in place since they have previously held the classification.
- 7) Retesting The number of attempts is unlimited for employees and interested parties (including hiring hall) with the following provisions:
 - a. Second attempt must be no earlier than 3 months after first attempt.
 - b. Third attempt must be no earlier than 6 months after second attempt.
 - c. Any further attempts continue at 12 month intervals.
 - d. No waiving of test is permitted.
 - e. Waiving of the waiting period is only possible under compelling business needs and is authorized by the Joint Apprenticeship and Training Committee and Human Resources Testing Department.

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 the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: <u>s/Stephen A. Rayburn</u> 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

April 1 , 2010

By: <u>s/Tom Dalzell</u>

Tom Dalzell Business Manager