

PACIFIC GAS AND ELECTRIC COMPANY

PGE

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587
November 30, 1983

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to paragraph K3 of the Master Apprenticeship Agreement, Company proposes to amend paragraph D of the Master Apprenticeship Agreement as follows so that we do not have to amend it each time the bidding preference is changed in Sections 205.7 and 205.8 of the Physical Agreement:

D - Journeyman Bids

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, except as is appropriate under Subsections 205.7(a) and 205.8(a) of the Agreement.

The attached copy has been updated to include the changes negotiated and effective January 1, 1984.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *Robert Wright*
Manager of Industrial Relations

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

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

Jan 21, 1984

By *Jack McNally*
Business Manager

MASTER APPRENTICESHIP AGREEMENT

This Master Apprenticeship Agreement shall be effective on March 1, 1969, 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 July 1, 1966:

Electric - Divisions Only

Apprentice Cable Splicer
Apprentice Communication Technician
Apprentice Control Technician
Apprentice Electrical Machinist (Hydro)
Apprentice Electrical Technician
Apprentice Electrician
Apprentice Electrician (Steam)
Apprentice Instrument Repairman
Apprentice Lineman
Apprentice Machinist (Steam)
Apprentice Meterman
Apprentice Rigger (Steam)
Apprentice Welder

Pipe Line Operations Department

Apprentice Gas Control Mechanic
Apprentice Transmission Mechanic

General Services (Including
General Construction Service Center-
Davis and Pipe Line Operations)

Apprentice Equipment Mechanic

Material Control

Apprentice Electrician
Apprentice Machinist

Gas - Divisions Only

Apprentice Compressor Mechanic (Rio Vista, Sacramento Division only)
Apprentice Fitter
Apprentice Measurement & Control
Mechanic

The training and progression of an employee who was regularly assigned to any of the above apprentice classifications on June 30, 1966, shall be governed by previous Agreements between Company and Union with respect to the classification to which the employee was assigned on that date.

Company and Union recognize that employees who entered or reentered any of the above apprentice classifications between July 1, 1966, and the effective date of this Agreement received training and progression in classifications without reference to the Standards of Achievement and other provisions of this Agreement. Such employees shall continue to be trained in the same manner, and Company shall strive to provide the full training contemplated by the agreed upon Standards of Achievement. 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 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 Agreement based on standards which relate to the training that the employee has received and the job definition.

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.

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 prebidding to an apprentice classification, receives notification regarding testing programs which must be completed, shall apply in writing to the employee's Personnel Department that the employee desires to be tested.

3. The Arithmetic Computation Test has been prepared in four forms for test purposes and one additional form for refresher purposes. When a prospective apprentice notifies the employee's Personnel Department that the employee desires to be tested, the employee will be furnished a copy of the refresher test and a copy of the same test with the correct procedures and answers indicated. This will enable the employee to determine what review will be necessary to attain a passing score on the formal test.

4. The employee shall be allowed a reasonable length of time for such review and the examination date shall be established by the employee's Personnel Department.

5. An employee who has failed, on the employee's first attempt, to receive at least the minimum passing score on the ACT will be eligible to be retested on such test in the following manner:

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 is able to show satisfactory evidence that the employee has prepared himself or herself to pass the test.

6. An employee who fails will be advised when the employee will be eligible for retest. When again eligible, such employee shall request of the Personnel Department to be retested, and the employee's retest shall be scheduled within 14 days of the request.

7. 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.

8. 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 Section 205.11 of the Agreement shall continue to be applicable.

B - TESTING AND QUALIFYING PROCEDURE

1. In Prebidding:

- a. An employee who submits a prebid to fill a job vacancy in an apprentice classification under the provisions of Section 205.4 must indicate in writing to the appropriate Division Personnel Department that the employee is then prepared and desires to take the required test or retest to qualify for the apprentice classification. The employee's Personnel Department will arrange such test or retest based on the schedule outlined in Section A of this Agreement.
- b. If such employee who prebids is not eligible to be tested on or before the date of a job award, even though the prebid is timely, the employee shall be deemed not qualified for consideration under the provisions of Section 205.11 of this Agreement.
- c. If such employee who prebids is eligible to be tested on or before the date of a job award, the prebid 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 prebid 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 Agreement.

- d. The employee shall be deemed not qualified under the provisions of Section 205.11 with respect to other job vacancies where the test is a requirement until the employee requests and is eligible for a retest.

2. In Postbidding:

- a. In order that an employee's postbid to fill a job vacancy in an apprentice classification be considered under the provisions of Title 205, the employee must have made a written request by U.S. mail to the employee's Personnel Department to be tested. Such request must be postmarked not less than eight calendar days before the posting of the job vacancy under the provisions of Subsection 205.6(a) of the Agreement.
- b. If such written request was postmarked not less than eight calendar days before the posting of a job vacancy and the employee is eligible for test or retest on or prior to the tenth of the the month following posting of the job vacancy, the employee shall be offered an opportunity to pass the test on or prior to the tenth of such month. If the employee passes the test, the employee's postbid shall be considered in filling the posted job vacancy. If the employee declines the test or fails to pass the test, the employee shall be deemed not qualified for such job under the provisions of Section 205.11 of the Agreement.

3. Other:

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 to the employee's Personnel Department. If such request was timely with respect to the procedures outlined in Paragraphs 1 and 2 above, it shall cause the employee's previous prebids or subsequent postbids to be considered as active and valid. In such instances, the procedures outlined in Paragraphs 1 and 2 above shall be followed. If such request is not timely, the same testing procedure will be followed, except the employee's previous prebids or subsequent postbids will not be considered as active.

4. Tests will be administered during regular work hours and corrected under the direction of the Division Personnel Departments.

5. An employee who is tested will be notified in writing within seven calendar days of the results by the Personnel Department. Within seven calendar days of such notice, an employee may request an interview with a representative of the Division Personnel Department for the purpose of discussing the areas of weakness indicated by the employee's failure.

C - AGE (Deleted by signed letter agreement dated February 25, 1977.)

D - JOURNEYMAN BIDS

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 except as is appropriate under Subsections 205.7(a) and 205.8(a) of the Agreement.

E - 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 206 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 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 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 206 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 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 Agreement.

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.

F - APPOINTMENTS TO FILL TEMPORARY VACANCIES

Temporary appointments to an apprentice classification will not be made.

G - 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, the employee 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 the employee 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 months' additional period of time, be removed from the classification and demoted in accordance with Title 206 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 months' extension), the employee's 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 employee 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, the employee shall be removed from the classification and demoted in accordance with Title 206 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 employee has remedied the deficiencies which caused the employee's demotion or, if demotion was due to academic failure, that the employee has 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 the employee left, shall be permitted to bid again to fill a job vacancy in such apprentice classification under the provisions of Subsections 205.7(a), 205.7(c), 205.8(a), or 205.8(b). If the employee is the successful bidder, the employee shall be restored to the training program at the wage step the employee left and the employee will progress to the next higher wage step six months after the employee reentered the apprentice classification.

8. An employee beyond one year of such demotion from an apprentice classification shall not be entitled to receive consideration in bidding to reenter the apprentice classification. However, upon acceptance by Company that the employee is qualified and desires to progress, Company may grant the employee consideration under the provisions of Subsections 205.7(c) or 205.8(b) to reenter the apprentice classification. If the employee is the successful bidder, the employee shall be placed at a wage step not higher than the wage step the employee left. The employee will be progressed from such wage step not sooner than six months after the employee reentered the apprentice classification and after the employee meets the established Standards of Achievement for such wage step.

9. An employee who has been voluntarily removed from an apprentice classification or a classification higher thereto in the line of progression, or an employee who was demoted 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 placed by Company in the wage step of the apprentice classification or as an unassigned journeyman commensurate with the employee's current knowledge, skill, efficiency, adaptability and physical ability. Company shall notify Union's Business Representative of any such placement.

10. An employee who is the successful bidder to fill a vacancy in an apprentice classification, except an employee who is reentering an apprentice classification as covered in Paragraphs 7, 8, and 9 above, will be placed in the wage rates of the apprentice classification as follows:

- a. If, on December 10, 1966, the employee had attained regular status and was regularly assigned to a classification at a wage rate equal to or greater than the beginning wage rate of the apprentice classification which the employee is entering, the employee shall continue to receive the current wage rate (plus any general wage increase thereafter applicable) although such wage rate does not match a wage rate in the steps of such apprentice classification to which the employee is appointed. If, however, the employee's current wage rate is higher than the top wage rate of such apprentice classification, the employee shall be placed at the top wage rate thereof. Following such placement, the employee shall be enrolled in the apprentice training program and shall be paid at such wage rate until successful completion of Standards of Achievement qualify the employee for consideration for the next higher wage step, if any, in such apprentice classification wage progression. The successful completion of Standards of Achievement for the employee's next wage step must occur during the period of time normally allowed an employee who entered such apprentice classification at the beginning wage rate to achieve the same wage step.
- b. If, after December 10, 1966, the employee is regularly assigned to a classification from which the employee is subsequently appointed to an apprentice classification, the employee shall be placed at the beginning wage rate in such apprentice classification. Based on the employee's 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, the employee 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.
- c. An employee hired into an apprenticeship classification where there are no qualified bidders, or an employee who enters an apprenticeship 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.

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. 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.

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

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.

If a journeyman in either the Electric Maintenance Department or the Steam Generation Maintenance Department bids to the apprenticeship of the other, such move shall not constitute one of the two opportunities to enter an apprenticeship.

H - STATUS OF APPRENTICES

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(c), postbid, or 205.8(b) prebid. However, if as a result of such bid, an apprentice changes headquarters, the employee's subsequent bids to fill job vacancies in the employee's own classification shall be rejected.

I - PROMOTION OF APPRENTICES

1. An apprentice who successfully meets all specified Standards of Achievement for the classification will be promoted to the journeyman classification effective on the day the apprentice meets such Standards or on the day the apprentice completes six months at the top wage rate of the classification, whichever occurs later. 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 205.7 or as a result of the application of Paragraph J below.

2. 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 apprentice's training headquarters until the apprentice is assigned to fill a regular journeyman job vacancy as a result of the apprentice's bid under Section 205.7 or as a result of the application of Paragraph J 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. Prior to application of this Master Apprenticeship Agreement to an apprentice classification, Company and

Union shall reach written agreement which shall designate locations that are considered as being within reasonable commute distance of the various training headquarters. Upon written agreement, Company and Union may revise such designations as necessary.

J - FILLING JOURNEYMAN VACANCIES

1. 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).

3. If the job vacancy is not filled under Paragraph J2 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 J2 or J3 above, Company shall post the job vacancy and fill it in accordance with Section 205.7.

5. If the job vacancy is not filled under Paragraphs J2, J3, or J4 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.

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 Paragraph J.

K - 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.