

NO. R1-23-04-PGE



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 BUSINESS MANAGER

February 9, 2023

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:

MATT LEVY SENIOR DIRECTOR

The Company and IBEW Local 1245 discussed the parties' shared commitment to effectively recruit and fill Apprentice Electrical Technician (AET) vacancies and have agreed to pilot a voluntary Pathway to Electrical Technician program.

The Pathway to Electrical Technician (PET) program will consist of temporary rotations (approximately three months in duration) to the Protection, Test and Automation department. While on rotation, the Protection, Test and Automation department will provide training to program participants in order to increase the employee's awareness and knowledge of the Electrical Technician classification series in an attempt to better prepare the employee so they may pass the AET entry examination.

The PET program will allow specific classifications, listed in Attachment A, within the Transmission Substation Maintenance & Construction (M&C) department to voluntarily participate in the PET program with management approval. The specifics of the PET program are as follows:

- 1. In order to be eligible to participate in the PET program, an employee must have a bid or Temporary/ Permanent Upgrade Form (TP Sheet) on file for Apprentice Electrical Technician and will be required to take the entry examination for the AET classification. Employees are responsible for signing themselves up to take the AET entry examination.
- 2. If the employee does not pass the AET entry examination, they will advise management, in writing, of their desire to voluntarily participate in the PET program. Employees are only allowed one (1) voluntary opportunity to participate in the PET program.
 - a. Employees who are under active counseling for poor work performance during the previous twelve (12) months will not be considered. Active counseling for the purpose of this agreement is defined as during the previous twelve (12) month period an employee has:
 - i. Two or more instances in which the employee has received written reminders;
 - ii. A decision-making leave; or
 - iii. A demotion with cause.
- 3. The PET program will consist of cohorts of up to six (6) voluntary participants at any given time.

- 4. Management has the sole discretion to determine if employees can be released to participate in the PET program. Employees who desire to participate in the PET program, but cannot be released for any reason, will be provided an opportunity to participate in the program with a future cohort.
- 5. For the duration of this pilot program, General Construction (GC) Title 300 employees will be considered before Division Title 200 employees in accordance with the following:
 - a. For employees who score between 60%-69% on the AET entry examination, Company seniority will be the determining factor.
 - b. For employees who score between 55%-59% on the AET entry examination, consideration for participation in the PET program will be at management's discretion. If employees in this subsection are to be considered, an employee with a higher score (i.e., 59%) on the AET entry examination would be considered before an employee with a lower score (i.e., 55%). If there are multiple employees with the same score, Company seniority will be the determining factor.
 - c. Employees who score less than 55% on the AET entry examination will not be considered for the PET program.
- 6. If approved, the employee will remain in their existing classification and maintain their existing wage rate throughout the temporary rotation period.
- 7. The parties agree that if an employee is approved to participate in the PET program, the initial AET entry examination taken by the employee, which they did not pass, will not be counted as the employee's first attempt as referenced in LA 17-41-PGE.
- 8. Once an employee's temporary rotation begins, management has the sole discretion to remove an employee from the temporary rotation opportunity if there are attendance, work performance, or conduct issues.
- 9. At any time during the temporary rotation, an employee may choose to remove themselves from the PET program.
- 10. The temporary rotation will take into consideration an employee's current area/headquarters; however, the rotation may require selected employees to travel to locations where capital work exists within the Protection, Test and Automation department. Contractual travel provisions of the Physical Labor Agreement will apply.
- 11. Employees participating in the PET program will be required to assume the regular workdays and hours of the Protection, Test and Automation department workgroup to which they are assigned, for the duration of such assignment.
- 12. Employees voluntarily participating in the PET program will not be eligible for overtime in their base classification and department. However, they may be assigned overtime opportunities within the Protection, Test and Automation department at management's discretion.
 - a. When employees return to their base classification and department, they will be averaged back into the respective overtime lists.
 - b. With exception of all-hands situations, employees voluntarily participating in the PET program cannot be forced to work overtime in their base classification and department.
- 13. Upon completion of the temporary rotation, the employee will be required to take the AET entry examination.
 - a. If the employee passes the AET entry examination, they will be offered an AET position in accordance with applicable contractual bid language (i.e., Section 205 or 305) of the Physical Labor Agreement at the next available opportunity.
 - b. If the employee does not pass the AET entry examination, they will return to their base department.

- 14. The voluntary Pathway to Electrical Technician program pilot will be in effect through December 31, 2023, unless an extension is mutually agreed to in writing by the parties.
- 15. On or after October 1, 2023, the parties agree to discuss the continuation and/or expansion of the PET program.

The Company and Union shall each appoint three (3) members to be part of an Oversight Committee. The Oversight Committee will attempt to resolve any issues that may arise regarding this Letter of Agreement. Issues that the Oversight Committee cannot resolve will be subject to the parties grievance procedure Subsection 102.3(a)(2) and timelines will be waived for the forty-five (45) day period.

Either the Company or the Union reserves the right to cancel this agreement by giving the other party thirty (30) days written notice.

This proposed agreement has been reviewed by Senior Assistant Business Manager Bob Gerstle.

If you agree, please so indicate in the space pro Company.	vided below and return one executed copy of this letter to the
	Very truly yours,
	PACIFIC GAS & ELECTRIC COMPANY
	By: Maltho Ley
	Matt Levy / Senior Director
The Union is in agreement.	LOCAL UNION NO. 1245, INTERNATIONAL
	BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
Feb 9, 2023, 2023	By:
	Bob Dean Business Manager
	Dusiness Manager

ATTACHMENT A

Eligible classifications within the General Construction Station, Substation and Hydro and the Division Electric Maintenance Department Job Definitions and Lines of Progressions (JDLOP) include the following:

Any additions to Attachment A will be discussed and agreed upon in writing by the Oversight Committee.

<u>Title 300 – Transmission Substation M&C Only</u>

50010152 – Electrician – GC 50251367 – Working Foreman B – Non-Climbing (Electrician) 50010180 – Subforeman A (Electrician)

<u>Title 200 – Transmission Substation M&C Only</u>

50010149 – Electrician 50010156 – Unassigned Electrician 50070742 – Electrician - Switching 50010194 – Elec. Maintenance Crew Leader