



LETTER AGREEMENT NO. R2-13-28-PGE

IBEW



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LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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VACAVILLE, CALIFORNIA 95696
(707) 452-2700
TOM DALZELL
BUSINESS MANAGER

March 10, 2014

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:

This Letter of Agreement supersedes the previous Division Master Apprenticeship Agreement (LA R1-02-22-PGE) and the General Construction Master Apprenticeship Agreement (LA 02-30-PGE). Attached are the revised agreements. The update integrates changes from General Negotiations and the results of various Letters of Agreement and precedent setting grievance decisions. It is not the intent of the parties to add or interpret any of integrated changes noted above and made a part of this agreement. In addition, any omission of relevant agreements is not intentional and shall be corrected.

Changes appear in italics. Also, attached is a revision mode copy showing additions in italics and deletions lined out. The documents prompting the changes are listed on the last page of the MAA.

While the parties have completed a comprehensive review, due to the length of time since the last update there may have been minor changes that were not noted in this current update. If either party becomes aware of a change that should be incorporated, the parties will review it and if so agreed, make the appropriate correction.

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 & ELECTRIC COMPANY

By: 
Stephen A. Rayburn
Director and Chief Negotiator

The Union is in agreement.

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

By: 
Tom Dalzell
Business Manager

 _____, 2014

PACIFIC GAS AND ELECTRIC COMPANY

AND

I.B.E.W. LOCAL UNION 1245

MASTER

APPRENTICESHIP

AGREEMENT

Division and General Construction

REVISED *March 2014*

REPLACES BOOK DATED *October 2002*

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MASTER APPRENTICESHIP AGREEMENT

DIVISION

This Master Apprenticeship Agreement (MAA) was effective on March 1, 1969, the *original* date of this Agreement. *The 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. These guidelines are for employees covered by this agreement who enter or re-enter such classification on or after July 1, 1966. Each program has specific guidelines for training, Standards of Achievement, and supplement this general set of guidelines and should be reviewed in conjunction with the MAA.*

ELECTRIC

Apprentice Cable Splicer
Apprentice Telecommunications Technician**
Apprentice Electrical Technician**
Apprentice Electrician
Apprentice Lineman
Apprentice Lineman Transmission
Apprentice Metering System Technician**
Apprentice Metering Electronics Technician** +
Apprentice System Operator

GAS

Apprentice Fitter
Apprentice Gas Control Technician**
Apprentice Distribution Gas System Operator
Apprentice Transmission Gas System Operator
Apprentice Transmission Mechanic
Apprentice Measurement and Control Mechanic

STEAM, NUCLEAR and HYDRO

Apprentice Control Technician**
Apprentice Chem. And Rad. Prot. Tech.
Apprentice Electrical Machinist
Apprentice Electrician
Apprentice Instrument Repairman
Apprentice Machinist
Non Licensed Operator (Nuclear Operator)
Apprentice Mechanic Rigger
Apprentice Welder+
Hydro Operator-in-Training
Apprentice Water System Repairperson**+
*Apprentice Electrical Control Technician**+*
*Apprentice Traveling Chem and Rad Prot Tech** +*

GENERAL SERVICES

Apprentice Equipment Mechanic
(includes General Construction – Davis and PLO)

MATERIALS

Apprentice Electrician
Apprentice Machinist+

+ 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.13 of this Agreement.

The training and progression of an employee who was regularly assigned to any of the above apprenticeship classifications on June 30, 1966, *date of the original MAA*, 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 successfully completed training in any of the above apprentice classifications before the effective date of this agreement shall receive credit for this training. If such training is timely in relation to the Standards of Achievement, the apprentice's progression within the classification or to journeyman shall be subject to the provisions of this Agreement. If such training is

not given or is not timely in relation to the Standards of Achievement, the 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.

It is the policy of the Company and the Union not to discriminate, harass or allow the harassment of an employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, *registered domestic partner status*, a request for family medical leave, or any other category or status protected by law, or any other non-job related factor.

A. QUALIFICATION TESTS FOR APPRENTICE CLASSIFICATIONS

1. An employee entering an apprentice classification will receive comprehensive formalized training in conjunction with the employee's work as an apprentice. To insure that a candidate for an apprentice classification possesses the necessary capabilities to progress through the program, an employee shall not be entitled to consideration for appointment to fill a job vacancy in an apprentice classification unless *employee has first received a passing score on the Industrial Skills Test (IST) LA 10-13-PGE.*

The IST replaced the Arithmetic Computation Test (ACT) on June 1, 2010 (LA 10-13). Qualified scores on the ACT were accepted through December 31, 2010. Probationary employees hired before May 1, 2010 have to qualify on the IST.

Former apprentices who were terminated from employment for failure to pass the ACT are eligible for rehire. (LA 10-13-PGE)

Current employees who have previously held the same classification is assumed to have met the testing standard for the position at that time do not have to meet the IST requirement. 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.

2. An employee who desires to qualify for an apprenticeship *shall submit a request for testing through the Human Resources Testing Department.*
3. *Re-testing on the IST is unlimited for employees and interested parties with the following provisions:*
 - A. *Second attempt must be no earlier than three months after the first attempt.*
 - B. *Third attempt must be no earlier than six months after second attempt.*
 - C. *Any further attempts continue at 12 month intervals.*
 - D. *No waiving of the test is permitted.*
 - E. *Waiving of the waiting period is only possible under compelling business needs and is authorized by the Joint Apprenticeship Training Committee and the Human Resources Testing Department.*
4. *The above qualification test 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 Section 205.11 of the CBA shall continue to be applicable.*

B. TESTING AND QUALIFYING PROCEDURE

1. 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* Department, on or before the control date of the vacancy, that the employee is then prepared and desires to take the required test or retest to qualify for the apprentice classification. The employee's Human Resources Testing Department will arrange such test or retest based on the schedule outlined in Section A of the MAA.
- 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.

2. Other:

An employee who has previously attempted but failed to meet the testing requirements and who again desires to meet the testing requirements must make written 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.

- 3. Tests will be administered during regular work hours and corrected under the direction of the Human Resources *Testing* Department.
- 4. An employee who is tested will be notified in writing within seven calendar days of the results by the Human Resources *Testing* 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

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

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 Classifications 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 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 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.

E. APPOINTMENT TO FILL TEMPORARY VACANCIES

Temporary appointments to an apprentice classification will not be made.

F. 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 the Company and Union, shall be made part of *the MAA* and effective on the same date as *the MAA*. The Apprenticeship Committee 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. An employee in an apprentice classification may be assigned to work alone as part of the employee's training and experience. Such assignment 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 using 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 advance 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 of Achievement 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 *CBA*.
 - 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 of Achievement within the allotted time (including the three month extension), the employee's progression shall be reviewed by a subcommittee consisting of one Company and one Union member of the Apprentice 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 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 *CBA*.
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 the demotion was due to academic failure, that the employee has pursued an outside study program, and by completing the required tests meets the Standards of Achievement for the wage step in the apprenticeship the employee left, shall be permitted to bid again to fill a job vacancy in such apprentice classification under the provisions of Subsection 205.7(a), 205.7(b), 205.7(c) or 205.7(d) of the *CBA*. 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 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(b) or 205.7(c) of the *CBA* 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 should be placed by the Company in the wage step of the apprentice classification 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 quality 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.
 - d. Employees bidding an apprentice classification from a different line of progression, but who previously spent at least one year during the past five years in the same line of progression as the apprentice position, will be exempt from the above requirement to spend one year at the beginning wage rate.
 - 1) New employees hired into an apprenticeship who were previously employed for at least one year as a PG&E Hiring Hall employee in the same line of progression within the past five years may be exempted from the requirement to spend one year at the beginning wage rate of such apprenticeship.

- e. Employees entering an apprenticeship in a line of progression in which they have spent less than six months will be required to remain at the beginning wage rate for such classification until their cumulative time in that line of progression reaches 12 months.
11. Except as provided for in F.12 and F.13, 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 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.

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

Notwithstanding the above, an employee who was 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 the 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.

12. 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 notification.
13. *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)*
14. Technical apprenticeships lead to "super journeyman" classifications. 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.*
15. *Placements pursuant to Section 205.17 of the CBA are governed under the provisions of Letter Agreement 81-95.*

G. 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(b) or (c) of the CBA. 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.

H. PROMOTION OF APPRENTICES

1. An apprentice who successfully meets all specified Standards of Achievement for the classification will automatically progress to the unassigned journeyman classification effective on the day the apprentice meets such Standards and completes six months at the top wage rate of the classification. 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 of the CBA or as a result of the application of Paragraph I 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 apprentices 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. 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 with reasonable commute distance of the various training headquarters. Upon written agreement, Company and Union may revise such designations as necessary.
3. An apprentice who has met the Standards of Achievement and is at the top wage rate of the apprentice classification is a qualified journeyman and can bid to a journeyman classification.

I. 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) of the CBA.
3. 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. *Refer to attached list. For Fleet, refer to Letter Agreement R1-97-30.*
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 I.

J. GENERAL

1. 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,
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.

GENERAL CONSTRUCTION MASTER APPRENTICESHIP AGREEMENT

This Master Apprenticeship Agreement (MAA) was effective on January 1, 1979, the *original* date of this Agreement. *The 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. These guidelines are for employees covered by this agreement who enter or re-enter such classification on or after January 1, 1979. Please note that not all of the training classifications listed below are State Certified programs as indicated by +. Each program has specific guidelines for training and Standards of Achievement and supplements this general set of guidelines and should be reviewed in conjunction with the MAA.*

LINE CONSTRUCTION

Apprentice Cable Splicer

Apprentice Lineman

STATION CONSTRUCTION

*Apprentice Communication
Technician

*Apprentice Electrical Technician

Apprentice Electrician

* +Apprentice Instrument Technician

+Apprentice Welder

GAS CONSTRUCTION

Apprentice Welder

*Apprentice Gas Technician

SERVICE CENTER

Apprentice Equipment Mechanic

+Apprentice Repairperson

HYDRO CONSTRUCTION

+Apprentice Water System
Repairperson

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

The training and progression of an employee who was regularly assigned to any of the above apprentice classifications prior to July 1, 1977, *date of the original MAA*, shall be governed by previous Agreements between Company and Union with respect to the classification to which he or she was assigned on that date.

Company and Union recognize that employees who successfully completed training in any of the above apprentice classifications before the effective date of this Agreement shall receive credit for this training. If such training is timely in relation to the Standards of Achievement, the apprentice's progression within the classification or to journeyman shall be subject to the provisions of this Agreement. If such training is not given, or is not timely in relation to the Standards of Achievement, the progression within the apprentice classification shall not be delayed. However, the progression of such apprentice to

journeyman as provided in this Agreement may be delayed under the provisions of Subsection 305.5(a) of the *Collective Bargaining Agreement (CBA)* based on past standards which relate to the training that the employee has received.

It is the policy of Company and Union not to discriminate, harass or allow the harassment of an employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, *registered domestic partner status*, a request for family medical leave, or any other *category or status protected by law, or any other non-job related factor*.

A. QUALIFICATION TESTS FOR APPRENTICE CLASSIFICATIONS

1. An employee entering an apprentice classification will receive comprehensive formalized training in conjunction with the employee's work as an apprentice. To insure that a candidate for an apprentice classification possesses the necessary capabilities to progress through the program, an employee shall not be entitled to consideration for appointment to fill a job vacancy in an apprentice classification unless *that employee has first received a passing score on the Industrial Skills Test (IST). L/A10-13-PGE*

The IST replaced the Arithmetic Computation Test (ACT) on June 1, 2010 (LA 10-13-PGE). Qualified scores on the ACT were accepted through December 31, 2010. Probationary employees hired before May 1, 2010 have to qualify on the IST.

Former apprentices who were terminated from employment for failure to pass the ACT are eligible for rehire. (LA 10-13-PGE).

Current employees who have previously held the same classification is assumed to have met the testing standard for the position at that time do not have to meet the IST requirement. 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.

2. An employee who desires to qualify for an apprenticeship *shall submit a request for testing through the Human Resources Testing Department.*
3. *Re-testing on the IST is unlimited for employees and interested parties with the following provisions:*
 - A. *Second attempt must be no earlier than three months after the first attempt.*
 - B. *Third attempt must be no earlier than six months after second attempt.*
 - C. *Any further attempts continue at 12 month intervals.*
 - D. *No waiving the test is permitted.*
 - E. *Waiving the waiting period is only possible under compelling business needs and is authorized by the Joint Apprenticeship Training Committee and the Human Resources Testing Department.*
4. The above qualification test 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

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 form), 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 Department, on or before the control date 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 Section A of the MAA.

1) An employee who desires to qualify 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 requirement and who again desires to meet the testing requirement must make a *request to the* Human Resources Testing Department. If such request was timely with respect to the procedures outlined in Paragraph 1 above, it shall cause the employee's previous bids to be considered as active and valid. In such instances, the procedures outlined in Paragraph 1 above shall be followed. If such request is not timely, the same testing procedure will be followed, except the employee's previous bids will not be considered as active.

B. Tests will be administered during regular work hours and corrected under the direction of the Human Resources 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 Department. Within seven calendar days of such notice, an

employee may request an interview with a representative of the Human Resources Department for the purpose of discussing the areas of weakness indicated by the employee's failure.

C. EXEMPTIONS FROM QUALIFICATION TESTS

1. An employee who was formerly classified as an apprentice or was in a classification higher thereto in the Line of Progression and who was demoted therefrom under the provisions of Title 306 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 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.

D. APPOINTMENTS TO FILL TEMPORARY VACANCIES

Temporary appointments to an apprentice classification will not be made.

E. TRAINING OF APPRENTICES

1. The Apprenticeship Committee shall recommend guidelines for each of the apprentice training programs which shall outline the schedule and manner of training and shall serve as the Standards of Achievement for the various levels of the wage rate progression. Such Standards of Achievement, upon written agreement between Company and Union, shall be made part of the MAA to be effective on the same date as the MAA. The Apprenticeship Committee may also recommend revisions to the Standards of Achievement as necessary, and such revisions shall be effective as agreed by Company and Union.
2. An employee in an apprentice classification may be assigned to work alone as part of the employee's training and experience. Such assignments shall be limited to work processes on which the apprentice has received prior instruction and training, and such assignments shall be for the purpose of developing and demonstrating proficiency. It is not intended such assignments be made merely to avoid use of a journeyman.
3. An apprentice who has spent six months at the employee's current wage step and who meets or exceeds the established Standards of Achievement for such wage step shall be advanced to the next higher wage step of the progressive wage rate.
4. An apprentice who is due to progress to the employee's next higher wage step in the wage progression and who does not meet the established Standards of Achievement shall:

- A. Be notified of inadequate performance in writing prior to the date the apprentice is scheduled to receive the next higher wage step,
 - B. Be held in the apprentice's present wage step, and
 - C. Be allowed a maximum of three months to meet the established Standards of Achievement for the wage step at which the apprentice is being held.
 - D. A copy of the written notification shall be furnished to the Union Business Representative.
5. If, during such three-month period, the employee meets the established Standards of Achievement, he or she shall receive the next higher step wage rate effective the date such Standards are met. The employee will not be eligible for further progression in the wage rate until six months have elapsed since the date he or she received such wage increase and until Standards of Achievement for such wage step have been met.
 6.
 - A. If an employee who is attempting to meet the Standards of Achievement established to progress from the first to the second step of the wage progression fails to meet the established Standards as provided above, the employee shall, after such three-month additional period of time, be removed from the classification and demoted in accordance with Title 306 of the CBA.
 - B. If an employee who is attempting to meet the Standards of Achievement established to progress from other than the first step of the wage progression fails to meet the established Standards within the allotted time (including the three-month extension), his or her progression shall be reviewed by a subcommittee consisting of one Company and one Union member of the Apprenticeship Committee. Action of this subcommittee shall be limited to the determination of the further extension of time which is believed to be required to meet the Standards of Achievement. If an additional extension is granted and the apprentice still fails to meet the prescribed Standards of Achievement to receive the next wage step in the wage progression in the period of time determined by the above subcommittee, he or she shall be removed from the classification and demoted in accordance with Title 306 of the CBA.
 7. An employee within one year of demotion from an apprentice classification under the provisions of paragraph 6 above, upon presentation of acceptable evidence that the deficiencies which caused his or her demotion have been remedied, or if demotion was due to academic failure, that he or she 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 he or she left, may be considered for re-promotion to such apprentice classification. If promoted, the employee shall be restored to the training program at the wage step he or she left and will progress to the next higher wage step six months after reentering the apprentice classification provided he or she meets the Standards of Achievement.
 8. An employee beyond one year of such demotion from an apprentice classification normally will not be entitled to receive consideration to reenter the apprentice classification. However, upon acceptance by Company that he or she is qualified and desires to progress, Company may grant consideration *under the provisions of Title 305 of the CBA* to reenter the apprentice classification. If promoted, the employee shall be placed at a wage step not higher than the wage step he or she left. The employee will be progressed from such wage step not sooner than six months after reentering the apprentice classification and after meeting the established Standards of Achievement for such wage step.
 9. An employee who is promoted into an apprentice classification, except an employee who is reentering an apprentice classification as covered in paragraphs 7 or 8 above, will be placed in the beginning wage rate of the apprentice classification except that:

- A. Based on his or her current knowledge, skill, efficiency, adaptability, and physical ability which relate directly to prior performance of journeyman duties and which supplant need for training in the apprenticeship, he or she may be placed in a wage step above the beginning rate. Since such a placement will alter the negotiated length of the apprenticeship training period, Company and Union agreement is required.
 - B. An employee hired into a Title 300 apprentice lineman classification where there are no qualified bidders, or an employee who enters a Title 300 apprentice lineman classification from a different line of progression will be required to spend one year in such apprenticeship at the beginning wage rate for such classification. The first six months of such year will be used by Company to familiarize the employee with the associated tools, equipment and procedures of that department. *(Note: No longer applicable. Refer to LA 10-50-PGE)*
 - C. Employees bidding an apprentice lineman classification from a different line of progression, but who previously spent at least one year during the past five years in the same line of progression as the apprentice position, will be exempt from the above requirement to spend one year at the beginning wage rate. *(Note: No longer applicable. Refer to LA 10-50-PGE)*
 - 1) New employees hired into an apprenticeship who were previously employed for at least one year as a PG&E Hiring Hall employee in the same line of progression within the past five years may be exempted from the requirement to spend one year at the beginning wage rate of such apprenticeship.
 - D. Employees entering an apprenticeship in a line of progression in which they have spent less than six months will be required to remain at the beginning wage rate for such classification until their cumulative time in that line of progression reaches 12 months.
10. Except as provided for in E.11, E.12, *and E13* an employee is entitled to two opportunities to participate in an apprenticeship training program(s). However, an apprentice who suffers a disability which precludes his or her return to that same apprenticeship shall be given one additional opportunity to participate in an apprenticeship provided his or her previous disability would not prohibit such participation. Notwithstanding the above, an employee who has exercised his or her two opportunities to participate in an apprenticeship prior to September 1, 1983, shall be allowed one additional opportunity to participate in an apprenticeship.

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

- 11. A third apprenticeship opportunity shall be allowed to an employee displaced or demoted from a journeyman classification into another line of progression, who at the time of the displacement or demotion had exhausted his or her two apprenticeship opportunities. An employee meets the above intent upon receipt of 306 notification.
- 12. Technical apprenticeships lead to "super journeyman" classifications. Entry into a technical apprenticeship does not count as an entry into an apprenticeship under Section E.10. *An employee, however, is limited to two opportunities to participate in a Technical Apprenticeship.*
- 13. *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)*
- 14. A. A Division apprentice, who has participated in a General Construction apprentice program, will be considered as having exercised one of the two opportunities to participate in an apprentice program allowed under Section F-11 of the Division Master Apprenticeship Agreement. The same would apply for a General Construction apprentice who has

participated in a Division apprenticeship Pursuant to Letter Agreement #797 (dated March 8, 1972).

- B. A General Construction apprentice who bids to a Division apprenticeship within the same classification will be considered as having exercised his/her rights under Section G of the Division Master Apprenticeship Agreement.

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

F. PROMOTION OF APPRENTICES

- 1. An apprentice who successfully meets all specified Standards of Achievement, both academic and on the job, for the classification 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.
- 2. An apprentice who has met the Standards of Achievement and is at the top wage rate of the apprentice classification is a qualified journeyman and can bid to a journeyman classification.

G. GENERAL

- 1. Should a grievance arise concerning the administration of any portion of this Agreement, it shall be determined by the procedure established under the provisions of Section 102.8 of the CBA; 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 CBA and may be amended during such term by written agreement between Company and Union.

Abstract: 205.17 may supersede "Relocation" limitations imposed by the master apprenticeship agreement.
File Date: 12/4/81
Source: Letter Of Agreement
File #: LA 81-95
Division:
Agreement: Physical

Title: 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 constrained 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 EJJHilden
GSBates BANelson
JYDeyoung DOKabayashi
HMMckinley TCPhebus
RKMILLER JBStoutamore
JOSchuyler ECSuess
MEBadella CPTaylor
WHBarr TETemen
LCBeanland RCNiomberry
FCBuchholz CEWelte
DHColwell JNYIarraz
RHCunningham Div. Pers. Mgrs.
BADamele Div. Elect. Supts.
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/l. Wayland Bonbright Its Business Manger Its Manager of Industrial Relations.

Date November 18, 1981 Date September 3, 1981

R1-97-30-PGE

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.

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: s/David J. Bergman

Chief Negotiator

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

 April 16, 1997

By: s/Jack McNally

Business Manager



**Pacific Gas and
Electric Company**

LETTER AGREEMENT NO. 05-64-PGE

IBEW



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

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

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: s/Stephen A. Rayburn

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: s/Perry Zimmerman
Perry Zimmerman
Business Manager



LETTER AGREEMENT NO. 10-13-PGE

IBEW



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.
- 3) 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 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: s/Stephen A. Rayburn
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: s/Tom Dalzell
Tom Dalzell
Business Manager



LETTER AGREEMENT NO. 10-50-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT
MAIL CODE N2Z
P. O. BOX 770000
SAN FRANCISCO, CA 94177
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
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(707) 452-2700

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL,
BUSINESS MANAGER

December 29, 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 and Union have discussed a new classification of Pre-Apprentice Lineman in the Title 200 and T300 Electric Departments.

The wage schedule for this classification will be:

	Pre-T-200 Apprentice Lineman 2011 Hourly Wage Rate	Pre-T-300 Apprentice Lineman 2011 Hourly Wage Rate
Start	\$23.12	\$24.99
6 months	\$27.04	\$27.37

T-300 Line Construction Utility Workers (PS 0947) and T-200 T&D Assistants (PS 1096) will have wage retention when successfully bidding to the Pre-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. Other employees who bid into this classification from a higher paid classification will come in at the bottom of the Pre-Apprentice Lineman rate.

Incumbents in the T-200 T&D Assistant classification will be coded as Present Incumbent Only (PIO)¹.

Current employees in the Line Construction Utility Worker classification or Electric T&D Assistant classification will initially be given priority in bidding into this Pre-Apprenticeship classification. Note: Current Line Construction Utility Workers will initially be given priority to T300 Pre-Apprenticeship positions and current T&D Assistants will initially be given priority to T200 Pre-Apprenticeship positions.

After the signing of this Letter of Agreement, Line Construction Utility Workers will not be in the Line of Progression for the Apprenticeship Lineman classifications.

Associated with the establishment of this classification, the following items were also agreed to:

1. Job Definition

SAP Code 50368698 (PS 1114) Pre-Apprentice Lineman

SAP Code 50368700 (PS 1115) Pre-Apprentice Lineman- GC

An employee whose principal duties include learning pre-requisite skills and knowledge for becoming an Apprentice Lineman. Pre-Apprentice Linemen will be required to learn and prove competencies, both knowledge and skills associated with becoming an Apprentice Lineman.

The provisions of Section 106.5 are modified for newly hired Pre-Apprentices so that newly hired Title 200 and Title 300 Pre-Apprentices will be considered as probationary employees for 12 months (which may be extended under the existing provisions of Section 106.5) and during such probationary period they may be terminated for unsuitability without recourse to the grievance procedure. When a Pre-Apprentice has completed 6 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.

All Pre-Apprentices will be required to attend and successfully complete formal training and assessments in addition to achieving set On-The-Job training objectives. During the Pre-Apprenticeship Program, employees will attend and pass training courses, including but not limited to the following:

- Basic Climbing
- Basic Electricity
- Protective Grounding Principles
- Basic Rigging and other physical skills requirements
- Attend Class "A" Driving School and obtain a Class "A" Driver's License (Must obtain Class "A" Driver's Permit by month 3 and License after month 6 and before the end of successful completion of the Pre-Apprentice Lineman program).
- Advanced Climbing

In addition to obtaining and proving competency of the required knowledge and physical skills, Pre-Apprentice Linemen will be evaluated on their safety performance, attitude and behaviors associated with PG&E Values.

Upon successful completion of the 12 month Pre-Apprenticeship Program, Pre-Apprentice Linemen will become Apprentice Lineman.

¹ This Letter of Agreement will not impact the "Night" T&D Assistant.

2. Job Duties Section

Employee performs semi-skilled work while assisting a Journeyman or Apprentice. This work will include the use of hand and portable power tools, not requiring precision and while under direction.

This employee, under direction, assists in overhead and underground line construction and maintenance and other miscellaneous semi-skilled work. This employee may be required to perform the following duties:

- Field clerical duties for various crews
- Drive a truck and maneuver it at the job site as required in connection with the maintenance, construction and operation of overhead and underground electrical facilities.
- Assist with ground work
- Use a computer: basic word processing and e-mail programs; also used for entry of on-the-job progress and for web based training
- Maintain tools and materials on truck in good order
- Operate associated mechanical equipment on the truck
- Drive all terrain vehicles
- Install work area protection
- Other appropriate duties as assigned

Employees will learn and demonstrate through assessments and on-the-job evaluations the following knowledge and following tasks:

- General Safety and Tailboard Briefing
- Knowledge and retention of the applicable Code of Safe Practices Rules
- Knowledge and use of Personal Protective Equipment
- Use hand and head signals
- Learn to climb wood poles and steel towers
- Use and maintenance of various hand tools and equipment
- Dig holes and trenches by hand
- Identify and work with electrical line equipment
- Obtain a Class "A" Driver's License
- Drive a Class "A", Regulated vehicle
- Basic electricity fundamentals
- Work with rope; splicing, knot tying, etc.
- Basic rigging skills and calculations
- Ability to comprehend complex sets of instructions and carry out tasks with minimal errors (verbal and written)

This classification will be required to drive vehicles including those which require a Class A license after proper training.

3. Position Entry Requirements

Prior to entering the Pre-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)(Formally ACT test)
- Qualified on the Work Orientation Inventory
- Qualified on Company Administered Physical Assessment
- 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 Pre-Apprentice Lineman Classification. An employee who fails to successfully complete the Pre-Apprentice Lineman Program will not be allowed to go through the program a second time.

4. Removal From Classification - Newly Hired Employees

Employees newly hired into this classification will be probationary employees until they enter the Lineman Apprenticeship Program. Newly hired employees who drop out of, fail to successfully pass a component of, or are released from the Pre-Apprenticeship program will be released from the Company.

5. Removal From Classification – Regular Status Employees

Any T200 employees who bid into a T200 or T300 Pre-Apprenticeship classification from other classifications and drop out of, fail to successfully pass a component of, or are released from the Pre-Apprenticeship Program during their first six months in the classification, will be released back to his/her previous classification and headquarters. T200 employees, who bid into the Pre-Apprenticeship classification and drop out of, fail to successfully pass a component of, or are released from the Pre-Apprenticeship Program after six months in the classification, will be subject to Section 206.15 of the Physical Agreement.

Any T300 employees who bid into a T200 or T300 Pre-Apprenticeship classification from other classifications and drop out of, fail to successfully pass a component of, or are released from the Pre-Apprenticeship Program during their first six months in the classification, will be released back to his/her previous classification. Employees, who bid into the Pre-Apprenticeship classification and drop out of, fail to successfully pass a component of, or are released from the Pre-Apprenticeship Program after six months in the classification, may be released from the Company.

The decision to release employees from the Pre-Apprenticeship Program will be made by the Company with a recommendation from a local committee made up of one Union and one Company representative. This provision does not impact the union's right to grieve such regular status employee's removal.

6. Line of Progression

<u>Next Lower Classifications</u>	<u>Same or Higher Classification</u>
	0140 Cableman
	0623 Labor Foreman (Electric T&D)
	0737 UG Construction Crew Foreman
	0683 Night Cable Crew Foreman
	0820 Cable Crew Foreman
	0845 Working Foreman
	1077 UG Construction Journeyman- Electric
	0990 Inspector
	0998 Compliance Inspector
	0999 UG Compliance Inspector
	1099 Underground Lineman (G.C.) (Inc. Only)
	2280 (2286) Cable Splicer (Un.)
	2281 Apprentice Cable Splicer
	2285 Apprentice Cable Splicer (GC)
	2283 Night Cable Splicer
	2290 Transmission Cableman
	2520 Towerman (G.C.)
	0960 Cableman's Utility Worker
	1190 Street Light Maintenceman
	1660 T&D Equipment Operator
	1661 T&D Equipment Operator - GC
	1662 T&D Equipment Operator (Trans.)
	2010 Manhole Pumpman
	2013 Night Manhole Pumpman
	1096 T&D Assistant (Inc. Only)
	1098 Night T&D Assistant
	0947 Utility Worker- (G.C.)-Electric

7. Promotion from Pre-Apprentice Lineman to Apprentice Lineman

Upon successful completion of the 12 month Pre-Apprenticeship Program, Pre-Apprentice Linemen will progress to the Apprentice Lineman classification and will begin the formal program towards becoming a Journey Lineman.

8. The job duties of T&D Assistant and Line Construction Utility Worker will be incorporated in the job definition of the Pre-Apprentice Lineman. Incumbent regular employees currently holding the T&D Assistant may remain in the classification as a "Present Incumbent Only" (PIO) status. This provision does not apply to Hiring Hall employees.

9. In 2011, the Pre-Apprentice Lineman shall be filled with a 1:1 ratio similar to or along the lines of Section 205.5 and 305.8 of the Agreement. If, after year 2011, the Company is unable to meet the hiring requirements set forth in Letter of Agreement 10-44, the parties agree to discuss continuing the 1:1 ratio.

10. In the application of 205.4 (h), the parties agree that in 2011, the Company need only to post the Pre-Apprentice New Classification in Headquarters for 14 calendar days as opposed to the current 18 days in the Physical Agreement.
11. An employee who enters into a T200 or T300 Pre-Apprentice Lineman position may not transfer during the probationary period between the T200 and T300 Pre-apprentice Lineman classifications; nor may they transfer to any other beginning classifications. Note: Except as provided in Section 5, above.
12. As part of this Letter of Agreement, the parties will review all associated lines of progression and reverse lines of progression to make necessary modifications associated with the new classification of Pre-Apprentice Lineman.
13. This Letter of Agreement currently does not address the Transmission Lineman Apprenticeship. The parties agree to discuss, as needed, at a later date.
14. A two-person committee, with one representative each from the Union and the Company, will be established to address issues that arise as a result of the implementation of the new classification.

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: _____
s/Stephen A. Rayburn
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 30, 2010

By: _____
s/Tom Dalzell
Tom Dalzell
Business Manager

APPRENTICESHIP COMMUTABLE DISTANCE

Coast Valley Division

Revised 10/1/74

A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Salinas	Salinas Hollister Monterey
Hollister	Hollister Salinas
King City	King City
Monterey	Monterey Salinas
San Luis Obispo	San Luis Obispo Morro Bay Paso Robles Santa Maria
Morro Bay	Morro Bay San Luis Obispo Paso Robles
Paso Robles	Paso Robles Morro Bay San Luis Obispo
Santa Maria	Santa Maria San Luis Obispo Solvang
Moss Landing PP	Moss Landing PP
Morro Bay PP	Morro Bay PP

Solvang	Santa Maria Solvang
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APPRENTICESHIP COMMUTABLE DISTANCE	
Colgate Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Marysville	Marysville Colusa Oroville
Colusa	Colusa Marysville
Oroville	Oroville Marysville

APPRENTICESHIP COMMUTABLE DISTANCE	
De Sabla Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Chico	Chico Orland Paradise Willow
Orland	Orland Willows Chico
Paradise	Paradise Chico

Quincy	Quincy
Lake Almanor	Lake Almanor
Willows	Willows Orland Chico
Rodgers Flat	Rodgers Flat

APPRENTICESHIP COMMUTABLE DISTANCE	
Drum Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Auburn	Auburn Alta Roseville Grass Valley
Alta	Alta Auburn
Grass Valley	Grass Valley Auburn
Roseville	Roseville Auburn

APPRENTICESHIP COMMUTABLE DISTANCE		
East Bay Division		
Revised 10/1/74		
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:	
Richmond	Richmond Oakland Concord	Walnut Creek San Leandro

Oakland	Oakland Richmond Concord Hayward	Fremont Walnut Creek San Leandro
Concord	Concord Oakland Richmond	Walnut Creek Antioch San Leandro
Antioch	Antioch	Concord
Walnut Creek	Walnut Creek Concord Oakland	Richmond San Leandro
Hayward	Hayward Oakland Fremont	Livermore San Leandro
Fremont	Fremont Oakland Hayward	Livermore San Leandro
Livermore	Livermore Hayward	Fremont
Pittsburg PP	Pittsburg PP Martinez PP Avon PP	Oleum PP Contra Costa PP
San Leandro	San Leandro Richmond Walnut Creek Oakland	Concord Hayward Fremont
Contra Costa PP	Contra Costa PP	Pittsburg PP
Martinez PP	Martinez PP Avon PP	Pittsburg PP Oakland PP
Avon PP	Avon PP Martinez PP Oleum PP	Pittsburg PP Oakland PP
Oleum PP	Oleum PP Martinez PP Avon PP	Pittsburg PP Oakland PP
Oakland PP	Oakland PP Oleum PP	Martinez PP Avon PP

APPRENTICESHIP COMMUTABLE DISTANCE	
Humboldt Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Eureka	Eureka Fortuna
Fortuna	Fortuna Eureka
Willow Creek	Willow Creek
Weott	Weott Garberville
Garberville	Garberville Weott
Humboldt PP	Humboldt PP

APPRENTICESHIP COMMUTABLE DISTANCE	
Materials Distribution	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Materials Distribution	Materials Distribution

APPRENTICESHIP COMMUTABLE DISTANCE	
North Bay Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
San Rafael	San Rafael Vallejo Petaluma

Santa Rosa	Santa Rosa Petaluma Healdsburg Sonoma Guerneville Geyserville
Ukiah	Ukiah Willits
Willits	Willits Ukiah
Lakeport	Lakeport
Clear Lake Highlands	Clear Lake Highlands
Fort Bragg	Fort Bragg
Point Arena	Point Arena
Vallejo	Vallejo San Rafael Sonoma Napa
Silverado	Silverado Napa
Napa	Napa Silverado Sonoma Vallejo
Petaluma	Petaluma Santa Rosa Sonoma San Rafael
Healdsburg	Healdsburg Guerneville Santa Rosa
Guerneville	Guerneville Healdsburg Santa Rosa
Sonoma	Sonoma Napa Santa Rosa Petaluma Vallejo

APPRENTICESHIP COMMUTABLE DISTANCE	
Pipe Line Operations Department	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Antioch	Antioch
Hinkley	Hinkley
Kettleman	Kettleman
Milpitas	Milpitas
Topock	Topock
Brentwood	Brentwood McDonald Island Tracy
McDonald Island	McDonald Island Brentwood Tracy
Tracy	Tracy McDonald Island Brentwood

APPRENTICESHIP COMMUTABLE DISTANCE	
Sacramento Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Sacramento	Sacramento Woodland
Placerville	Placerville
Vacaville	Vacaville Rio Vista

Rio Vista	Rio Vista Vacaville
Woodland	Woodland Sacramento

APPRENTICESHIP COMMUTABLE DISTANCE	
San Francisco Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Potrero PP	Potrero PP Hunters Point PP
Hunters Point PP	Hunters Point PP Potrero PP
San Francisco	San Francisco Colma
Colma	Colma San Francisco

APPRENTICESHIP COMMUTABLE DISTANCE	
San Jose Division	
Revised 12/23/75	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Cupertino	Cupertino San Jose San Mateo Belmont Santa Cruz Edenvale

San Jose	San Jose Cupertino Gilroy Belmont Santa Cruz Edenvale
Santa Cruz	Santa Cruz Watsonville San Jose Cupertino
Watsonville	Watsonville Santa Cruz Gilroy
San Mateo	San Mateo Half Moon Bay Belmont Cupertino
Half Moon Bay	Half Moon Bay San Mateo Belmont
Belmont	Belmont Cupertino San Mateo Half Moon Bay San Jose
Gilroy	Gilroy Watsonville San Jose Edenvale
Edenvale	Edenvale Cupertino San Jose Gilroy

APPRENTICESHIP COMMUTABLE DISTANCE

San Joaquin Division

Revised 10/1/74

A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Fresno	Fresno Madera Selma
Bakersfield	Bakersfield Arvin Wasco
Arvin	Arvin Bakersfield
Taft	Taft
Wasco	Wasco Bakersfield
Selma	Selma Le Moore Dinuba Fresno
Le Moore	Le Moore Selma
Dinuba	Dinuba Selma
Coalinga	Coalinga
Corcoran	Corcoran
Merced	Merced Mariposa
Mariposa	Mariposa Merced
Los Banos	Los Banos Firebaugh
Firebaugh	Firebaugh Los Banos

Madera	Madera Fresno
Oakhurst	Oakhurst
Kern PP	Kern PP
Balch PH	Balch PH
Crane Valley	Crane Valley
Ridgecrest	Ridgecrest

APPRENTICESHIP COMMUTABLE DISTANCE	
Shasta Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:
Red Bluff	Red Bluff Redding
Redding	Redding Red Bluff
Burney	Burney
Weaverville	Weaverville
Hayfork	Hayfork
Cottonwood Substation	Cottonwood Substation
Coleman PH	Coleman PH

APPRENTICESHIP COMMUTABLE DISTANCE	
Stockton Division	
Revised 10/1/74	
A job vacancy which occurs in the headquarters shown below:	May be filled under Paragraph J-5 of the Master Apprenticeship Agreement from the headquarters shown below:

Stockton	Stockton Lodi Manteca Tracy Modesto
Lodi	Lodi Stockton
Manteca	Manteca Stockton Tracy Oakdale
Tracy	Tracy Manteca Stockton
Jackson	Jackson Angels Camp
Sonora	Sonora Angels Camp
Angels Camp	Angels Camp Sonora Jackson
Newman	Newman
Oakdale	Oakdale Modesto Manteca
Tiger Creek PH	Tiger Creek PH
Modesto	Modesto Oakdale Turlock Stockton
Turlock	Turlock Modesto

LIST OF DOCUMENTS/REASONS PROMPTING CHANGES

LA	Subject	Page(s)
	<i>Updated list of Apprentice classifications as a result of new apprentice positions established, and positions PIO'd.</i>	1
	<i>Added + symbol to indicate apprenticeships that are not State Certified.</i>	1,10
LA 81-95	<i>Added language to Section F of the Division MAA and Section E of the GC MAA regarding Section 205.17 and 301.16 of the CBA</i>	7,16,18
LA R1-97-30	<i>Added language to Section J5 of the Division MAA to clarify application to Fleet apprentices.</i>	8,19
LA 10-13 04/01/10	<i>ACT test replaced by IST</i>	2,3,12,13
LA 05-64 12/21/05	<i>Added third apprenticeship opportunity language.</i>	8,19
LA 797 03/08/72	<i>Added clarification regarding number of apprenticeship opportunities to Technical apprenticeships.</i>	8,19
	<i>Clarified testing requirements by adding TP Form and promo/demo area language for T300 employees.</i>	14,15
LA 10-50 12/30/10	<i>Added note to end of 9.b. and 9.c. to indicate no longer applicable per LA 10-50.</i>	18
	<i>Added list of headquarters in reference to J5 of the Division MAA</i>	31