



Pacific Gas and
Electric Company.

LETTER AGREEMENT NO. 11-01-PGE

IBEW



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

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

TOM DALZELL,
BUSINESS MANAGER

January 7, 2011

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 Supreme Court of California has clarified the type of employer sick plans that apply to sick relative time off. Based on this clarification, the Company proposes the following amendments to the Physical Agreement.

112.16 FAMILY SICK LEAVE (Added 1-1-00)

(a) In any calendar year, a regular full time employee shall be permitted to use the employee's current available sick leave benefits, up to 40 hours in the calendar year, to attend to an illness of a child, parent, ~~or~~ spouse, or registered domestic partner of the employee. A regular part-time employee may take up to one-half of their annual current sick leave hours allotment to attend to an illness of a child, parent ~~or~~ spouse, or registered domestic partner of the employee. (Amended 1-1-11)

(b) In the calendar year in which a regular full time employee has qualified for additional sick leave under Section 112.3 and each succeeding calendar year it is renewed, the employee shall be permitted to use up to 80 hours in the calendar year, to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. In the calendar year in which a regular full time employee has qualified for additional sick leave under Section 112.4 and each succeeding year it is renewed, the employee shall be permitted to use up to 160 hours in the calendar year, to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. A regular part-time employee who has qualified for additional sick leave under Sections 112.3 and 112.4, may take up to one-half of the additional sick leave hours awarded to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. (Added 1-1-11)

(b c) All conditions and restrictions that apply to an employee's use of sick leave for his or her own illness shall apply to sick leave usage to attend to an illness of a child, parent, ~~or~~ spouse, or registered domestic partner under this section. (Amended 1-1-11)

(e d) An employee's use of sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act or the Federal Family and Medical Leave Act.

For purpose of this section only, the following definitions shall apply:

(1) "Child" means a biological, foster, or adopted child, a stepchild, ~~or~~ a legal ward, child of a registered domestic partner or child standing in loco parentis. (Amended 1-1-11)

(2) "Parent" means a biological, foster, or adoptive parent, a stepparent, ~~or~~ a legal guardian, or a person who stood in loco parentis to the employee when they were a child. (Amended 1-1-11)

In addition, the Company proposes to amend Section 111.3 SERVICE ANNIVERSARY VACATION – BONUS VACATION provisions of the Physical Agreement as follows:

111.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

(a) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each employee a service anniversary vacation of five workdays. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 111.2 above to which the employee may be otherwise entitled in that calendar year and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation, ~~and must be taken in that calendar year.~~ (The provisions of this Section shall not apply to part-time or intermittent employees.) (Amended 1-1-11)

(b) In each of the first five calendar years following his/her employment date, an employee who has used five days or less of paid or unpaid sick leave in the preceding year shall be entitled to one day of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 111.2. An employee must complete one year of Service before becoming qualified for such day. In the tenth calendar year following an employee's employment date and in each fifth calendar year thereafter, an employee who has used 25 days or less of sick leave during the five preceding calendar years shall be entitled to five bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 111.2. In determining the number of sick days used in computing 25 days or less, no more than ten days or 80 hours will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation ~~and must be taken in that calendar year.~~ An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to part-time or intermittent employees.) (Amended 1-1-11)

These same amendments were recently agreed to by the parties during Clerical Negotiations.

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 AND ELECTRIC COMPANY


By: 

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

February 16, 2011

By: 

Tom Dalzell
Business Manager