

PACIFIC GAS AND ELECTRIC COMPANY

PGE



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

October 16, 1987

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In accordance with the provisions of Section 500.5 of the Agreement covering operating, maintenance and construction employees and Section 25.5 of the Agreement covering office and clerical employees, Company proposes to grant the mandatory rights and entitlements in California Code Section 12945 to all probationary and intermittent employees in the Physical and Clerical bargaining units who are pregnant or become pregnant.

This proposal is in response to the U.S. Supreme Court's decision to uphold said California statute requiring employers to grant pregnant employees unpaid disability leave for the period of disability and reinstate those employees when they are medically able to return to work.

California Code Section 12945 states that it is an unlawful employment practice, unless based upon a bona fide occupational qualification, for the Company, because of the pregnancy, childbirth, or related medical condition of any female employee, to refuse to promote her or select her for a training program leading to promotion provided she is able to complete the training program at least three months prior to the anticipated date of departure for her pregnancy leave, or discharge her from employment or from a training program leading to promotion, or to discriminate against her in compensation or in terms, conditions or privileges of employment.

The Section also states that pregnancy, childbirth and related medical conditions are treated as any other temporary disability. However, the Company shall not be required to provide a female employee disability leave on account of normal pregnancy, childbirth or related medical condition for a period exceeding six weeks. Further, such employee shall not take a leave which exceeds four months and shall be entitled to utilize any accrued vacation leave during this period of time. In addition, such employee may transfer, upon request, to less strenuous or hazardous positions for the duration of her disability.

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Furthermore, the Company may require any employee who plans to take a leave on account of pregnancy, childbirth or related medical conditions to give it reasonable notice of the date the leave will commence and the estimated duration of the leave. The law also requires that an employee returning from leave may not be penalized with respect to working conditions, benefits, opportunities for advancement or loss of pay. It further states that a returning employee is to be placed in the same position she held prior to the leave. If such placement is not possible due to business-related reasons, Company is required to reinstate the employee to a substantially similar job.

Pursuant to Sections 7.8 of the Clerical Agreement and 112.8 of the Physical Agreement, Company may require doctor's verification that the leave is due to pregnancy, childbirth or related medical conditions.

If an employee completes her first six months of service while on pregnancy leave and is within the provisions of the Clerical Agreement under Subsections 17.5(c) for a probationary employee, or 17.7(b) for an intermittent employee; or the provisions of the Physical Agreement under Subsections 106.5(a)(3) for a Physical probationary employee, or 106.5(b)(3) for a General Construction probationary employee, or 106.7(b) for an intermittent employee; Company also proposes to grant such person regular employee status.

Company further proposes that an employee returning from pregnancy leave who has not attained regular employee status be reinstated at the same point in time in her employment period as prior to the leave.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *JW Donbright*
Manager of Industrial Relations

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

10/2, 1987

By *Joe Buckley*
Business Manager