



**Pacific Gas and Electric Company**

**Jeffrey M. Delaney**  
Principal Negotiator  
Labor Relations and  
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**10-16-ESC**

June 16, 2010

Mr. Joshua Sperry, Sr. Union Representative  
Engineers and Scientists of California  
Local 20, IFPTE, AFL-CIO & CLC  
835 Howard Street, 2nd Floor  
San Francisco, CA 94103

**RECEIVED**

**JUN 25 2010**

**ESC, LOCAL 20, IFPTE**

Dear Mr. Sperry:

PG&E recognizes that child care is a concern for our employees and their families. While PG&E currently provides Child Care provider information through the Employee Assistance Program, a pilot program to offer direct services for employees located at Diablo Canyon Power Plant is proposed.

The details of the pilot program are provided in Attachment A. Company will review the effectiveness of the pilot program at its conclusion to determine if the program will be continued. The proposal has been discussed with local union business representatives.

Either party may cancel this agreement with 30 days written notice.

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

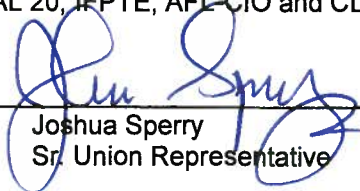
By: \_\_\_\_\_

  
Jeffrey M. Delaney  
Principal Negotiator

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

ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE, AFL-CIO and CLC

By: \_\_\_\_\_

  
Joshua Sperry  
Sr. Union Representative

8/20

, 2010

## **Attachment A**

### **Diablo Canyon Power Plant Pilot Child Care Program**

A pilot child care program to provide in-home child care services to eligible employee dependents who are 11 years of age or younger.

#### **Eligibility:**

All PG&E employees who are headquartered at Diablo Canyon Power Plant are eligible to participate in the pilot program. This includes all regular, temporary additional and hiring hall employees. Independent contractors, vendors and agency employees are not eligible.

#### **Pilot Program Time Frame:**

The program will begin on July 1, 2010 and end on or before December 31, 2010. It may end sooner than December 31, 2010 if the amount allocated for this pilot program is exceeded.

#### **Program Extension:**

Company will review the effectiveness of the pilot program at its conclusion to determine if the program will be continued.

#### **Employee Rates:**

The Company will pay for all administrative costs of the program and provide approximately \$38.30 towards each hour of child care. The employee will pay approximately \$6.00 for each hour of child care used. These rates are currently being negotiated with the vendor and could change. Employees will be made aware of their portion of the cost prior to the program starting.

The employee payment may change after the pilot program because of contract negotiations with the vendor. As the rates are adjusted, the Company will notify the employees of these rate changes.

#### **Cancellation of Agreement:**

The Company reserves the right to cancel this agreement by giving the Union 30 days notice.

## **Attachment B**

This is a draft copy of the proposal from BrightStar:

The following details the agreement between BrightStar SLOCA (Provider) and PG&E (Participant) for on-call in-home child care services for eligible PG&E employees (herein after referred to as Employee).

### **In-Home KidCare Services:**

Provider shall provide in-home child care services to eligible Employee dependents 11 years of age or younger. A list of eligible Employees shall be provided to Provider on a monthly basis by Participant. It is the Participant's responsibility to provide the updated list. Care shall be provided on either an on-call or a reservation basis. All childcare shall have a four (4) hour minimum charge.

### **Oncall KidCare:**

In the case of an Employee's emergent need for on-call childcare, requests without a reservation will be accepted. Employee shall contact provider at the designated telephone phone number. A Provider representative shall be available to answer calls 24/7. If at any time Provider is unable to answer the call, the call will be returned within 30 minutes. Upon verification of the Employees eligibility and registration information, a BrightStar Caregiver shall be dispatched to the designated location within two (2) hours of the request. Though not guaranteed, every possible effort shall be made by Provider for the Caregiver to arrive at Employee's home within 2 hours. Should the Caregiver be dispatched and the request be cancelled by the Employee after dispatch, a four (4) hour minimum charge shall be billed to the Employee and Participant.

### **Reservation for Child Care:**

Reservations for child care shall be made by Employee a minimum of 24 hours in advance of care. Should an Employee give less than 24 hours notice of change or cancellation of reserved child care services, a four (4) hour fee shall be charged to the Employee.

### **Provider Caregivers:**

The Caregiver is an employee of Provider. The minimum requirements to be considered as a candidate for a Caregiver position for BrightStar SLOCA are:

- Current California Drivers license
- Current vehicle in working condition (Provider shall perform a visual inspection of Caregiver's automobile and shall note this in the Caregiver's file)
- Proof of California vehicle insurance
- Physical in past 12 months
- Current CPR and First Aid card for both Infant and Adult
- Current clear TB test
- Validation of certifications (Certified Nurses Aid, Medical Assistant, etc.)
- Child abuse background check
- National background check-includes Nationwide DMV
- Drug testing, in the office immediately upon accepting a position with BrightStar SLOCA
- Passing scores on:
  - Red Flagg
  - HIPPA
  - Blood Borne Pathogens
  - CNA if applicable
- Completion of phone screen, initial interview, second interview with offer letter and orientation.
- Receipt of BrightStar SLOCA employee manual/certification of employment

Provider shall retain hard copy record of all of the above and shall maintain a database of expiring requirements. Upon PG&E's request, Provider shall make the records available to PG&E for review. PG&E shall make this request at least 24 hours in advance of the review.

Provider shall use all reasonable efforts to provide services to all of Participant's eligible Employees, and to maintain sufficient numbers of qualified and trained caregivers necessary. Provider shall be solely responsible for the recruitment, screening, employment, compensation, tax withholding and all other employer responsibilities. Provider reserves the right to make supervisory visits as necessary to the PG&E Employee's home or place of child care service.

#### **Transportation:**

Caregivers shall be available to drive Employee's child or children in a designated vehicle. Transportation may be in the Caregiver's vehicle or the Employee's vehicle, at the discretion of the Employee. A \$1.00 per mile fee will be charged to the Employee if the Caregiver transports the Employee's child in the Caregiver's vehicle. Approved safety seats shall be provided and installed by the Employee for each child per California law.

Similarly, if the Employee provides their own vehicle for the Caregiver to drive, the vehicle shall be equipped with approved safety seats for each child per California law. A signed copy of the Provider's transportation agreement will be on file and maintained.

#### **Employee Registration and Child Information:**

It is the responsibility of the Employee to provide all pertinent information about their child or children in order for Provider to fulfill a service request; this information shall include but not be limited to:

- 1.) Fully completed and BrightStar KidCare agreement signed by the Parent/Guardian and BrightStar prior to a request for services.
- 2.) A detailed narrative provided by the Employee of their child/children's medical background, allergies, medications and an emergency contact (other than the parent).
- 3.) The name and phone number of each child's Primary Physician
- 4.) Signed emergency consent for treatment - Employee authorizes Caregiver/Provider to seek emergency medical treatment for child in the event of a medical emergency which may endanger child's life, cause disfigurement or significant discomfort if delayed. Employee shall be responsible for any expenses incurred as a result of this treatment.

A one-time registration fee shall be assessed for each Employee. The fee, as well as any portion to be paid by the Employee, is still to be negotiated. The fee shall apply to each family and will cover the costs of set-up of the individual family's account, regardless of the number of children.

#### **Check-In and Check-Out:**

Time sheets are provided to the Caregiver and presented to the Parent/Guardian at the end of each shift. It is the responsibility of the Employee to sign the timesheet for each caregiver assigned to their child/children. The mileage tracker shall also be presented for the Employee to sign at time of check out. Please check sheet for accuracy prior to signing the employee out. This timesheet and mileage tracker will service to invoice both the Employee and the Participant. A copy of the timesheet will be available upon request by either Employee or Participant at any time.

#### **Scheduling/Substitution and Supervision of Employees:**

Provider reserves the right to substitute caregivers at its discretion and to make supervisory visits. Every effort will be made to provide a caregiver; however, Provider cannot guarantee scheduling. Provider strives for continuity of care but suggests that a family member or friend be designated as a backup caregiver for those rare instances when Provider may be unable to provide caregivers.

Fees:

#### **Childcare Fees:**

The base hourly rate for childcare is \$44.30 per hour. An additional \$1.00 per hour/per child shall be assessed if the number of children exceeds two (2). The maximum number of Caregivers to Children shall not exceed four (4). If there are more than four (4) an additional caregiver may be dispatched at the same hourly rate.

The PG&E Employee's portion of the hourly rate is \$6.00 for two children. An additional \$1.00 per hour/per child shall be assessed if the number of children exceeds two (2).

#### **Provider Administration:**

Provider Administrator's time shall be billed at \$100 per hour. Provider Administrator's fee shall be paid by Participant. Provider Administrator hourly fee shall include, but not be limited to (to be defined):

**Invoicing and Payment Terms:**

Provider shall invoice Participant and Employee on a weekly basis. A valid credit/debit card shall be provided by Employee to Provider for Employee's portion of the child care services. Provider reserves the right to deny service to an Employee with an unpaid balance. The terms of the Employee's payment of service shall be part of the Employee's Service agreement with Provider.

Provider will invoice for sitter services in the following ways:

- 1) The Employee portion of the care, as determined by Participant, shall be billed weekly on the employees credit/debit card (Visa, Master Card, American Express or Discover) along with any mileage that has been incurred for that week. The credit/debit card will be held in a secured location. If the credit/debit card from the employee is declined, the Employee shall be contacted immediately and another card number given for immediate payment. The Employee shall be responsible for all fees associated with a declined billing. A service fee will be assessed and applied to the Participant's invoice.
- 2) The remaining portion of the invoice will be itemized and invoiced on a weekly basis to the Provider's address and is due within 30 days of receipt. Any Provider invoice that is past due will be assessed an additional monthly 2% service charge until payment is received. Provider will invoice an increase holiday rate to both Employee and Participant of time and a half of the hourly rate for the following dates:

New Year's Eve Day  
New Year's Day  
Easter Sunday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving  
Christmas Eve Day  
Christmas Day  
Mother's Day  
Father's Day

**Confidential Information:**

Provider acknowledges that during the term of this Agreement, Provider and the caregivers may be made aware of confidential or proprietary information with respect to the Employee or Participant. All information gathered to complete this agreement shall be considered confidential or proprietary unless required by law or legal process. Confidential Information regarding Participants and Dependents shall include, without limitation: (a) name, family status, age, address, telephone number, dependent care arrangements, and other personal or personally identifiable information provided by or on behalf of the Participants. Any and all information gathered by Provider shall be kept confidential and released

- a. In order to complete a request for care
- b. only in the event of an emergency where the Provider believes it is medically necessary to release the information to another source; i.e., hospital or law enforcement.