



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE, SUITE 130
WALNUT CREEK, CA 94598
925.974.4461

MATTHEW LEVY
SENIOR DIRECTOR

ENGINEERS AND SCIENTISTS OF CALIFORNIA
LOCAL 20, IFPTE, AFL-CIO AND CLC
810 CLAY STREET
OAKLAND, CA 94607
510.238.8320

FRANCISCO PRECIADO
EXECUTIVE DIRECTOR

21-18-ESC

October 21, 2021

Francisco Preciado, Executive Director
Engineers and Scientists of California, Local 20
IFPTE (AFL-CIO & CLC)
810 Clay Street
Oakland, CA 94607

Dear Mr. Preciado:

Pursuant to Section 28.4 of the Collective Bargaining Agreement (CBA), the parties agree to amend Section 13.5 of the CBA as contained in Attachment A to comply with State and Federal regulations governing employee probationary periods when an employee goes out on a local, state, or federal statutory protected leave of absence lasting greater than 30 cumulative days.

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 AND ELECTRIC COMPANY

By: _____
Denise Floyd, Manager for
Matthew Levy
Senior Director

The Union is in agreement.

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

11/1/2021, 2021

By: _____
Francisco Preciado
Executive Director

ATTACHMENT A

(Please note that revisions are italicized)

13.5 REGULAR STATUS

(a) (1) Region employees shall be designated as probationary and regular depending on the length of their Service.

(2) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a probationary employee retains such status, he/she shall not acquire any Service or seniority rights or rights with respect to leave of absence, holidays, job bidding and promotion, demotion and layoff, vacation usage, or similar rights and privileges. Note that employees with less than one year of Service may not transfer to a beginning-level hourly job, per Section 21.13(e). (Amended 1/1/16, 1/1/17)

(3) *To attain the status of a regular employee, a probationary employee is required to complete a six-month Uninterrupted period of Service. Notwithstanding the provisions of Section 13.3 above, "Uninterrupted" means interrupted by no more than a cumulative total of thirty (30) days of absence due to (i) layoff, (ii) sickness or disability, or (iii) any other reason. Upon completion of an Uninterrupted period of Service, the probationary employee shall be given the status of a regular employee, a definite job classification, and placed on a weekly or monthly rate.*

Time-off that is statutorily protected by local, state, or federal law shall not count as a day of "absence" for purposes of the prior sentence. However, if a probationary employee accumulates more than a cumulative total of 30 days of time-off for such protected leaves before the completion of the Uninterrupted period, the required length of the Uninterrupted period of Service will be extended by the length of the protected leaves. (Amended 9/21/21)

(4) The transfer of a probationary employee from one job to another without interruption of work time shall not be considered an "interruption" of such six months period of Service.

(b) As applied in General Construction, such six months of continuous Service is further defined as any period of six consecutive months in which a minimum of 115 days have been worked at the straight rate of pay provided, however, that if by reason of absence in such period due to inclement weather or holidays an employee was prevented from working a total of 115 days, such period shall be extended by not more than the total number of days of such absence.

(c) The provisions of 13.5 (a) shall not be applicable to newly hired monthly employees. They shall be hired at a monthly rate of pay not less than the minimum rate established for the classification of work to be performed. During their first six months of employment, they shall not acquire any Service or seniority rights. On the completion of their first six months of Service which, notwithstanding the provisions of Section 13.3 above, is uninterrupted by absence for more than a cumulative total of thirty days due to (1) layoff, (2) sickness or disability, or (3) any other reason, they shall acquire their Service and/or seniority rights. If terminated within the first six months, the grievability will be consistent with that in place for probationary employees. (Added 1/1/12)

Time-off that is statutorily protected by local, state, or federal law shall not count as a day of "absence" for purposes of the prior sentence. However, if a probationary employee accumulates more than a cumulative total of 30 days of time-off for such protected leaves before the completion of the Uninterrupted period, the required length of the Uninterrupted period of Service will be extended by the length of the protected leaves. (Added 9/21/21)

Mr. Francisco Preciado

LA 21-18-ESC
October 21, 2021

(d) Employees of the Company placed into an ESC-represented classification from a position outside of the Unit shall not be subject to probationary status, unless such employee has less than six months of continuous Service overall with the Company. (Added 1/1/16)