



LETTER AGREEMENT

No. 94-61-PGE



Pacific Gas and Electric Company
Industrial Relations Department
201 Mission Street, 1513A
San Francisco, California 94105
[415] 973-3420

International Brotherhood of
Electrical Workers, AFL-CIO
Local Union 1245, IBEW
P.O. Box 4790
Walnut Creek, California 94596
[415] 933-6060

Ronald L. Bailey, Manager or
David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

25 July 1994

Pacific Gas & Electric Company
201 Mission Street, Fifteenth Floor
San Francisco, California 94105

Attention: Mr. David J. Bergman
Director and Chief Negotiator

Gentlemen:

This letter summarizes the Union's understanding of the July 19th discussions concerning bilingual phone service at Company's Call Centers. In attendance at the meeting for Local 1245 were Carmen Chambers, Dorothy Fortier, Art Garza, Chris Habecker, Jack McNally, Olivia Mercado, and Darrel Mitchell; Company was represented by David Bergman, Al Janz, Paul Pettigrew, Rob Stump and Steve Rayburn.

Company has continually expressed a vital business need to provide bilingual service to meet customer's needs. It is expected that this need will only increase in the future given the demographic dynamics in the service area. Company and Union established a bilingual pilot in 1991 that has been in force up to the current time. Letter Agreement 91-84 established that the pilot program will not be applicable beyond August of 1994.

In response to Company's bilingual needs, Local 1245 proposed that the Company provide ongoing compensation and training for employees performing bilingual services without establishing preferential bidding and demotion rights for such employees above other employees who may have higher seniority.

After much discussion, PG&E informed Local 1245 that the Company is unwilling to agree to any additional permanent compensation for bilingual services. Further, Company unilaterally would establish a new classification for bilingual services in accordance with 13.5 of the Clerical Agreement. IBEW, in turn, informed the Company Union does not believe utilizing the provisions of 13.5 is applicable and would file the appropriate grievances in the event Company took such action.

Given the foregoing, and to avoid the lengthy time period such a confrontation would take to resolve the dispute and which could result in a very negative impact on Union's membership in a number of ways, including the application of seniority, the parties have agreed to the following:

1. The Company will seek volunteers at Call Centers capable of meeting bilingual demands. Initially, Company plans to receive Spanish-speaking customer calls in Fresno and Sacramento, Chinese-speaking customer calls in San Francisco and Sacramento, Vietnamese-speaking calls in San Jose and Sacramento. Company will determine if volunteers have the necessary language skills to receive such calls.
2. It is understood that an employee volunteering to receive bilingual calls will be agreeing to do so for a minimum of six consecutive months as long as the employee remains at the location. The employee's concurrence does not in any way mitigate any rights held under the collective bargaining agreement.
3. Company and Union will establish a Joint Task Force to address issues arising from the voluntary bilingual service. The parties are committed to scheduling Task Force meetings as expeditiously as possible in order to provide ongoing bilingual services.
4. Local 1245 will meet with Call Center Service Representatives interested in volunteering to provide bilingual services as soon as possible. These meetings will be held in employee groups of 15 or less during regular work hours at the Call Centers. The meetings will not exceed 30 minutes. The arrangements for these meetings will be mutually established by Company and Union.

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 Union.

Very truly yours,

LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

By: Jack McNally
Jack McNally
Business Manager

The Company is in accord with the foregoing and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

July 27, 1994 By: David J. Bergman
David J. Bergman
Director and Chief Negotiator

Pacific Gas and Electric Company

375 North Wiget Lane, Suite 150
Walnut Creek, CA 94598
510/746-4282

July 27, 1994

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Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally

Gentlemen:

The Company has signed proposed Letter Agreement 94-61 with the understanding that if there is an insufficient number of bilingual volunteers, the Company reserves the right to implement the provisions of Title 13 to provide service to our non-English speaking customers. The Company understands that such action may result in a grievance by the Union.

The Company remains hopeful that the needs of our customers will be met by volunteers with second language skills and by addressing any unresolved issues through a Joint Task Force.

Thank you for your cooperation on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'David J. Bergman'. The signature is fluid and cursive, with a long horizontal stroke at the end.

David J. Bergman
Director and Chief Negotiator

SAR:mh

Attachment