

LETTER AGREEMENT NO. R1-13-21-PGE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS AND HUMAN RESOURCES 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

TOM DALZELL

BUSINESS MANAGER

STEPHEN RAYBURN DIRECTOR AND CHIEF NEGOTIATOR

April 2, 2013

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 Company and Union have met to discuss the need to establish a bilingual premium at Company Call Centers. **Bilingual Program**

- 1. The Company will establish a bilingual premium of 50 cents per hour (not 401k or pension eligible) for Call Center positions that require proficiency in a second language. The premium will begin once the employee has qualified and entered the program. Eligible classifications for this bilingual premium include Service Representative I (50356342 - 2602), Service Representative I Typist (50372524 - 2605), Service Representative (50010448 - 2660), Service Representative Typist (50010453 - 2666), Senior Service Representative I (50010445 – 2650) and Senior Service Representative Typist I (50010480 – 2811).
- 2. While the intent at this time is to offer the premium to employees for use of Spanish language skills, the Union and Company agree to discuss extending the same premium for other languages.
- 3. This program is voluntary and will be accepted based on seniority within that call center group. Passing an assessment of bilingual speaking skills will be required prior to an employee being eligible for a bilingual premium. The Company will determine if volunteers have the necessary language skills to receive such calls. Follow-up assessments may be required if deemed necessary by management. Current contractual provisions around shift scheduling will apply subject to the bilingual premium proviso, the shifts determined will be specific to the bilingual scheduling (separate bid codes) and will not relate with current shift schedules that are in place. When overtime is needed specifically for employees who are participating in the bilingual program, per Section 12.3, overtime will be equalized among those employees who are participating in this program. Employees receiving the bilingual premium will still be eligible for general overtime, subject to the following: 1) they will not receive the bilingual premium while taking calls outside of the bilingual team; and 2) the overtime hours received for the bilingual premium will also be counted for equalizing general overtime within the department, classification and headquarters as provided under Section 12.3.
- 4. The number of bilingual opportunities by classification and location(s) selected will be established by call center management. An employee who successfully passes the test in subsequent assessments, even though they may be senior to an existing employee currently in the program, may not bump or displace that employee. They must wait for the next identified opportunity as determined by management. When opportunities are available, management will accept bids into the program based on seniority within the headquarters assuming the assessment has been successfully passed.

- 5. A 30 day notice to management will be given in the event an employee chooses not to participate once the employee has elected participation in the program. In the event an existing designated bilingual employee decides to withdraw from participation, and does so, the premium will be discontinued.
- 6. In the event the number of bilingual opportunities once established is reduced or eliminated the Company will give a minimum of a 30 day notice to impacted employee(s) and it will be based on reverse seniority. Once removed from the program the premium will stop. Employees who have not been selected and are not participating in this program are not eligible for the bilingual premium.
- 7. It is the expectation that once a determination for a bilingual call is made, that call will be transferred to an employee within the bilingual program. Additionally, employees within this program will be required to take English calls.
- 8. This program is not precedent setting, nor will it be used in any other area of the company that may be similar in nature. This program may be discontinued by either the Company or Union with 90 days' written notice.
- 9. While this Letter Agreement only addresses establishing a bilingual premium at Company Call Centers, the parties agree to discuss whether customer demand for bilingual language skills justifies offering a bilingual premium at some of the Company's local offices for the classifications listed above.
- 10. This letter of agreement does not alter application of the seniority based provision in Title 19 (Demotion Lay-off).

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.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By:

Stephen A. Rayburn

Director and Chief Negotiator

LOCAL UNION NO. 1245, INTERNATIONAL

BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

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

April 2 , 2013 By: Tom Dalzell)

Business Manager