



**Pacific Gas and
Electric Company.**

LETTER AGREEMENT NO. 18-31-PGE



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

ROBERT JOGA
SENIOR DIRECTOR

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

December 26, 2018

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 agree that nothing is more important than the safety of PG&E employees, contractors, and the public. In recognition of this and in accordance with sections 105.2 (a) and (b) of the IBEW Physical Agreement, the parties have been discussing the Occupational Safety and Health Administration (OSHA) certification requirements for use of various types of cranes in the workplace as well as the impacts of the recently amended Standard 29 CFR Part 1926 subpart CC, 'Cranes and Derricks in Construction' ("Standards".)

The amended Standard applies to the Service Truck Cranes (STC) which are affixed to PG&E, rented, and/or contractor supplied service vehicles. They are identified by their telescopic boom, where the base and mast structure is not integral to the stabilizer/outrigger system. Lifting is typically accomplished via a winch (electric or hydraulic) and its functions (rotation, elevation, telescoping) are either powered or manual. These machines tend to have 10 – 35 ft. boom lengths and 1 – 7 ton lifting capacities. Effective November 10, 2018 employers are required to ensure the competency of STC Crane Operators in accordance with the Standard through medical and substance abuse testing as well as written and practical exams.

The parties recognize that further negotiation is required to align on the identification of impacted classifications or groups of employees. Upon execution of this agreement, a joint Company-Union Oversight Committee will be created and will meet as needed. The Committee will include up to four members selected by the Union and four members selected by the Company. In the interim, the parties encourage employees identified by the Company to participate in the various Crane Certification programs on a voluntarily basis.

To comply with the Standards, the parties have agreed to the following provisions for employees who volunteer or are required to hold this certification:

1. Crane Operators must successfully pass the substance abuse testing provisions of the Standard.
 - a. Crane Operators in the Company's DOT programs due to holding a classification or position that requires compliance with Federal Motor Carrier Safety Act (FMCSA), Pipeline and Hazardous Materials Safety Administration (PHMSA), or other Crane Operator Certifications will be deemed to meet the Crane Operator substance abuse testing provisions and will remain in the respective existing program with all applicable provisions.
 - b. Crane Operators who are otherwise not in the Company's DOT programs will be tested as appropriate to remain compliant with the five-year substance abuse testing cycle required by the Standards.

- c. The self-identification and verified positive provisions of Letter Agreement 04-16 will apply if the employee has coverage through one of the PG&E medical plans.
2. Crane Operators are required to successfully pass the medical testing provisions of the Standard.
 - a. Crane Operators who are in the Company's DOT medical program due to holding a classification or position that requires compliance with the FMCSA will be deemed to meet the Crane Operator medical testing provisions and will remain in the respective existing program with all applicable provisions.
 - b. Crane Operators who are not otherwise in the Company's DOT medical program will be tested as appropriate to remain compliant with the five-year medical testing cycle required by the Standards.
 - c. If the above referenced negotiations determine that the Crane Certification is a required tool for the performance of an employee's essential job functions and they are unable to obtain or maintain the Crane Operator Certification due to a medical condition, accommodations will be handled on a case by case basis. If no accommodations are practical, and a work around for the operation of the crane unit is operationally burdensome, the employee will be subject to the provisions of Titles 206 or 306 of the IBEW Physical Agreement, as applicable.
3. Crane Operators are required to successfully pass the written and practical exam provisions of the Standards.
 - a. Written and practical exams will be administered as required in accordance with the Standards.
 - b. Employees will be given the maximum number of retesting opportunities allowed by the Standards.
 - c. If the above referenced negotiations determine that the Crane Certification is a required tool for the performance of an employee's essential job functions and they are unable to obtain or maintain the Crane Operator Certification due to reaching the maximum number of unsuccessful attempts at either or both exam components, accommodations will be handled on a case by case basis. If no accommodations are practical, and a work around for the operation of the crane unit is operationally burdensome, the employee will be subject to the provisions of Titles 206 or 306 of the IBEW Physical Agreement, as applicable.
4. Company shall pay the costs of medical testing, substance abuse testing, written and practical exams, as well as other expenses as required under the IBEW Physical Agreement associated with obtaining and maintaining the Crane Operator Certification.
5. For any disputes arising out compliance with the Standard, including at the First Step of the grievance procedure, the supervisor and shop steward should attempt to resolve the dispute. If the supervisor and shop steward are unable to resolve the dispute, it may be referred to the Oversight Committee for review, in which case the Committee may waive the grievance filing timeline in Subsection 102.3(a)(2) if the matter takes longer than 30 days to resolve.

This proposal has been discussed with Senior Assistant Business Manager Bob Dean and Assistant Business Manager Anthony Brown.

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: 
Robert Joga
Senior Director

The Union is in agreement.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

January 9th, 201⁸₁₉

By: 
Tom Dalzell
Business Manager