



LETTER AGREEMENT LA R1-25-21-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
300 LAKESIDE DRIVE
OAKLAND, CA 94612
650.832.8674

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
707.452.2700

MATTHEW LEVY
SENIOR DIRECTOR

BOB DEAN
BUSINESS MANAGER

December 5, 2025

Mr. Bob Dean, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dean:

The Company and Union continue to discuss safety and the risks associated with operating a vehicle. The parties recently met to discuss concerns related to driving under the influence of alcohol. This Letter of Agreement provides the details of the agreements made during those discussions.

Employees who drive a company-provided vehicle during or outside of work time under the influence of alcohol, or who drive any other vehicle on work time under the influence of alcohol will be terminated. For the purposes of this Agreement, "work time" includes actual work time and any travel time for which the employee is entitled to compensation.

For the purposes of this Agreement, "under the influence of alcohol" shall be defined as an employee who has a confirmed positive alcohol test result showing a breath alcohol concentration of .04 or greater. The test shall be conducted by a certified Breath Alcohol Technician utilizing Evidential Breath Testing Devices (EBT) and Alcohol Screening Devices (ASD) on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Employees in DOT-covered positions/classifications will continue to be subject to alcohol testing under the current provisions of LA 04-16 and DOT regulations.

Employees who are not in DOT-covered positions/classifications are not and will not be subject to random or post-accident alcohol testing. A non-DOT employee who is involved in a vehicle accident may nevertheless be subject to BAC testing if the Company has reasonable suspicion that they are under the influence of alcohol. Additionally, they may be required to submit to BAC testing as part of a fitness-for-duty evaluation and will be required to release the results of BAC testing to the Company. Employees will only be required to submit to BAC testing as part of a fitness-for-duty evaluation when there is a reasonable suspicion that they are under the influence of alcohol. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee.

Refusal to promptly consent or cooperate with the testing process will result in the employee's termination of employment. In the event the employee attempts and fails to provide enough breath, the "shy lung" provisions of LA 04-16 will be followed whether or not the employee is in a DOT-covered position/classification.

The Union reserves the right to grieve any discipline or discharge that occurs as a result of the aforementioned breath tests conducted for Company purposes (e.g. fitness for duty, reasonable suspicion, random or post-accident testing, etc.). Such grievance shall be filed within the normal timelines as established by 102.3(a) of the Physical Agreement or 9.3(a) of the Clerical Agreement.

In the event an employee's discipline or discharge results from law enforcement breath or blood alcohol concentration testing, and those test results are ruled to be invalid by the courts, the Union will have 14 days from the date of such ruling to file a grievance challenging the employee's discipline or termination and requesting the discipline be rescinded or a terminated employee be reinstated without any backpay or benefits.

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: Matthew Levy
Matthew Levy
Senior Director

The Union is in agreement.

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

_____ Dec 5, 2025 ___, 2025

By: Bob Dean
Bob Dean
Business Manager