



LETTER AGREEMENT NO. R1-22-05-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE
SUITE 130
WALNUT CREEK, CA 94598
925.974.4461
MATTHEW LEVY
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
BOB DEAN
BUSINESS MANAGER

February 22, 2022

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 have been working collaboratively on opportunities to explore utilizing IBEW Local 1245 represented employees for the operation of unmanned aerial vehicles/systems, hereinafter referred to as "Drones", in PG&E's service territory. This Letter Agreement cancels and supersedes Letter Agreement 20-75.

Since 2019, the Company and Union have been participating in a pilot program with a limited number of employees who were authorized to operate Drones. This pilot program allowed the Company to evaluate and understand the broader nature of Drones and how they may be appropriately used to safely and efficiently perform work.

Based on the success of the pilot program, the Company will expand the use of Drones as an added tool in the performance of authorized work. Additionally, the parties agree the expansion of the use of drones will continue to only include a similar tool, under 5 pounds, as utilized during the pilot (e.g., DJI Mavic2Pro for Enterprise) This expansion may utilize IBEW Local 1245 represented employees from various Job Definitions and Lines of Progression (JDLOP's), as approved by the Company, for the operation of Drones where such use may support or enhance work performed in the field.

The parties agree to continue discussions regarding evolving technologies and procedures involving drones larger than 5 pounds.

Beyond Visual Line of Sight (BVLOS) is not part of this agreement. At the time BVLOS becomes more prevalent and is approved by the Federal Aviation Administration (FAA), the parties agree to meet to discuss the potential expansion of the Company's drone program.

Jurisdiction

The Company maintains authority on where and when drones will be used and maintains its right to assign the operation of Drones to represented or non-represented employees, including contractors. The inclusion of IBEW represented employees operating Drones shall not cause the operation of Drones to become the sole jurisdiction of IBEW Local 1245. However, when assigning future drone work and when the Company determines it is operationally feasible, employees who have been authorized to operate a Drone (under 5 pounds) within the classification and department where such drone operation is needed, will be utilized.

Additionally, the parties agree that the method used for inspection work is at the Company's discretion. Lastly, the parties agree to negotiate over the impacts of jurisdictional issues associated with the utilization of drones (larger than 5 pounds) which involves electrical line work (not including inspections) currently being performed by IBEW represented classifications.

This agreement shall not be a waiver of any Management rights under Section 7.1 or result in any changes to existing work jurisdictions for IBEW represented classifications.

Employee Eligibility

The Company will determine where the operation of Drones are needed. Upon Aviation Services approval of a Department's Drone Use Case, Company will solicit volunteers in the respective classifications and locations where the operation of Drones is desired. If there are more volunteers than needed, Company maintains discretion in selecting the most qualified employee for attendance at the Company's Drone Training Class. Those volunteers not selected will be considered for future training classes if necessary. An employee in an apprentice classification shall not be allowed to participate in the Drone program until such time the apprentice has successfully met all specified Standards of Achievement for their apprenticeship program and has progressed to a journeyman classification.

The minimum qualification deemed necessary to be eligible to participate in the required training to enable operation of a Drone, requires employees to possess a current Part 107 certified pilot's license prior to the first day of the employee's assigned training class. Any employee who does not possess a valid Part 107 certified pilot's license on the first day of the class to which the employee is assigned will not be eligible to participate in the training class. Employees must successfully complete all Company required Drone training, which includes forty (40) hours of training at a designated training facility, pass the employee Drone Operator assessment, maintain compliance with PG&E's Unmanned Aerial System Operations (UAS) Manual #AVI-4001M and adhere to all applicable regulations, including the Code of Safe Practices 405A, to be qualified to operate a drone.

Employees who successfully complete their assigned Drone training class and remain in the Drone program for at least three (3) months after completion of their PG&E internal Drone training class will be eligible for reimbursement for the costs incurred to obtain the Part 107 certification, up to a maximum of five hundred dollars (\$500). Employees shall be required to provide sufficient evidence and/or receipts to be eligible for such reimbursement. Further, employees are required to provide reasonable care in the use of Drones and shall not engage in reckless operations. Employees may only utilize authorized Drones for Company purposes. Unauthorized use of Drones will result in immediate removal of the Drone from the employee's possession and the employee's removal from the Drone program.

Employees authorized to operate a Drone will work within their existing classifications and schedules. However, such employees will be able to operate Drones within the performance of their duties, as authorized by their supervisor and approved by the Company. Considerations of appropriate Drone operations to mitigate safety hazards should include, but are not limited to, an, assessment to determine the following: a decreased risk of fall, to eliminate pole-to-pole barriers (such as in canyons), reduced risk due to damaged poles, and/or due to hazardous terrain and vegetation concerns, etc.

The Company may assign employees participating in the Drones program to overtime in any location the Company determines Drone use is needed. Provided, and if applicable, the Company first attempts to call out an employee, authorized to operate a Drone, who otherwise would be eligible for such call-out pursuant to Title 212. Similarly, prearranged overtime (POT) may be assigned to a participating employee in any location the Company determines Drone use is needed. Provided, and if applicable, the Company first offers the POT to an employee, authorized to operate a Drone, headquartered in that area. Employees performing Drone operations on POT shall have those hours excluded from the consideration of equalization, pursuant to Section 208.16, and these hours will be tracked in the "assigned/credited column" of the respective POT list, in accordance with Pre-Review Committee 1118.

Oversight Committee

The Company and Union shall each appoint up to three members to be part of an Oversight Committee. The Oversight Committee will attempt to resolve any issues that may arise regarding this Letter of Agreement. Issues that the Oversight Committee cannot resolve will be escalated to the Company's and Union's respective designees to attempt resolution within forty-five (45) days. Issues that the Oversight Committee cannot resolve will be subject to the party's grievance procedure Subsection 102.3(a)(2) and timelines will be waived for the forty-five-day period.

Mr. Bob Dean

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The Oversight Committee will meet as necessary to discuss technology advancement(s) as it relates to drones and this Letter Agreement.

This proposal has been discussed with Senior Assistant Business Manager Bob Gerstle.

Either the Company or the Union reserves the right to cancel this agreement by giving the other party ninety (90) days written notice.

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
Senior Director

The Union is in agreement.

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

February 23rd, 2021

By: 
Bob Dean
Business Manager