

# APPENDIX H

## LIFE INSURANCE AGREEMENT

BETWEEN  
SOUTHERN CALIFORNIA GAS COMPANY  
AND  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO  
INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL,  
UFCW, AFL-CIO

**March 1, 2012**

## LIFE INSURANCE BENEFIT AGREEMENT

This Agreement, made and entered into at Los Angeles, California, as of this first day of March, **2012**, by and between Southern California Gas Company, a California corporation, with its principal place of business at 555 West Fifth Street, in said City and State, party of the first part, hereinafter referred to as the "Company" and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW, AFL-CIO, parties of the second part, hereinafter referred to as the "Union".

### **WITNESSETH:**

That it is the intent and purpose of the parties hereto to incorporate herein the provisions of the Company's Life Insurance Plan, hereinafter referred to as the "Life Insurance Plan," and that this Agreement, arrived at through the process of collective bargaining in the manner provided by law, represents the determination of all issues pertaining directly or indirectly to the subject of life insurance benefits for employees covered by this Agreement and sets forth herein the agreement relating to such benefits to be observed between the parties hereto and that said parties to this Agreement, acting through their respective duly authorized representatives, promise and agree as follows:

### **Article I - Scope**

The provisions of this Agreement shall apply to all employees who are covered by that certain Agreement between the parties hereto dated March 1, **2012**, covering rates of pay, hours of work, and conditions of employment, or by said Agreement as it may be subsequently modified, or by any superseding agreement.

### **Article II – Life Insurance Plan**

The provisions of the Life Insurance Plan, Amended as of January 1, 2008, which is included herein as Exhibit A and made a part hereof by reference, shall be applicable during the term of this Agreement without revision, except as provided under Article III herein, to all employees who are covered by this Agreement.

Life insurance benefits were previously described in the Southern California Gas Company Statement of the Life Insurance, Disability Benefit, and Pension Plans. Exhibit A is an amendment and restatement of the Life Insurance Plan document. The Life Insurance Plan was removed from Appendix D and is now described in this separate Appendix H to the collective bargaining Agreement dated March 1, **2012**.

The amended and restated Life Insurance Plan has been reorganized with articles and subsections for easier reference and table of content lookup. It does not change the current practice and administration of life insurance benefits for participants under the plan.

### **Article III - Modification**

Should the Department of Labor or the Internal Revenue Service of the United States, or any other agency, board, commission, or bureau having jurisdiction over such matters, disapprove or require any changes in the provisions of this Agreement, or should any law require such changes, the parties

hereto agree to negotiate appropriate modifications of this Agreement, limited to those changes needed to meet the minimum requirements of the law. The Company retains the right to modify the Plans for retirees and for employees to whom this Agreement does not apply under Article I herein.

#### **Article IV - Term**

This Agreement shall be effective from March 1, **2012** to and including September 30, **2015**.

# **EXHIBIT A**

**SOUTHERN CALIFORNIA GAS COMPANY**

**LIFE INSURANCE PLAN**

**(as amended and restated as of January 1, 2008)**

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SOUTHERN CALIFORNIA GAS COMPANY  
LIFE INSURANCE PLAN

(amended and restated as of January 1, 2008 and other effective dates as stated)

**ARTICLE 1**  
INTRODUCTION

The Southern California Gas Company Life Insurance Plan (the “Plan”) provides certain life insurance benefits pursuant to an agreement by and between (i) the Company and (ii) the Utility Workers Union of America, AFL-CIO, and the International Chemical Workers Union Council, UFCW, AFL-CIO (collectively, the “Union”).

**ARTICLE 2**  
SCOPE

This amended and restated Plan applies to all Employees who are eligible under the Plan on January 1, 2008 or who become eligible thereafter.

**ARTICLE 3**  
DEFINITION OF TERMS

**Affiliated Employer** -- “Affiliated Employer” means an entity which is (a) a corporation that is a member of the same controlled group of corporations (within the meaning of section 414(b) of the Code) as the Company, (b) a trade or business (whether or not incorporated) under common control (within the meaning of section 414(c) of the Code) with the Company, (c) any organization (whether or not incorporated) that is a member of an affiliated service group (within the meaning of section 414(m) of the Code) that includes (i) the Company, (ii) a corporation described in clause (a) of this definition or (iii) a trade or business described in clause (b) of this definition, or (d) any other entity that is required to be aggregated with the Company pursuant to regulations promulgated under section 414(o) of the Code by the U.S. Treasury Department. A corporation, trade or business or entity shall be an Affiliated Employer only for such period or periods of time during which such corporation, trade or business or entity is described in the preceding sentence.

**Annual Straight-Time Wages** -- “Annual Straight-Time Wages” means the Employee’s Straight-Time Wage Rate in effect at the time of determination or at the time as otherwise provided under Sections 5.2 and 5.3 for his normal employment position (regardless of whether he is on temporary assignment to another employment position) multiplied by 2080.

**Beneficiary** -- “Beneficiary” means the person or persons last designated by an Employee on a form prescribed by the Company to receive any distributions under the Plan after the Employee’s death. No designation of Beneficiary shall be effective until delivered to the Company. If there is no designated Beneficiary living at the time of the death of an Employee or Retiree, the estate of the deceased Employee or Retiree shall be the Beneficiary.

**Code** – “Code” means the Internal Revenue Code of 1986, as amended.

**Company** -- “Company” means the Southern California Gas Company, a California corporation.

**Disabled** -- “Disabled” means the condition of having a disability, as determined under the Southern California Gas Company Disability Benefit Plan.

**Disability Benefits** -- “Disability Benefits” mean the benefits provided under the Southern California Gas Company Disability Benefit Plan.

**Eligibility Service** -- “Eligibility Service” means continuous employment with the Company or any Affiliated Employer.

**Employee** -- “Employee” means an individual whose relationship with the Company is, under common law, that of an employee. Notwithstanding the foregoing, no individual who renders services to the Company shall be considered an Employee for purposes of the Plan if such individual renders such services pursuant to (i) an agreement providing that such services are to be rendered by the individual as an independent contractor or consultant, unless specifically provided otherwise by written agreement, (ii) an agreement with an entity, including a leasing organization within the meaning of section 414(n)(2) of the Code, that is not an Affiliated Employer or (iii) an agreement that contains a waiver of participation in the Plan. Even if such an individual who is described in the immediately preceding sentence is later determined (by judicial action or otherwise) to have been an employee of the Company under common law, such individual shall not, notwithstanding such determination, be an Employee or otherwise eligible to participate in or receive benefits under the Plan. An individual's status as an Employee shall be determined by the Company and all such determinations shall be conclusive and binding on all persons

**Retiree** – “Retiree” means a former Employee who terminated employment and who is eligible for a Normal Retirement Benefit, Early Retirement Benefit or Late Retirement Benefit, as such terms are defined in the non-cash balance portion of the Southern California Gas Company Pension Plan.

**Straight-Time Wage Rate** -- “Straight-Time Wage Rate” means an Employee’s hourly straight-time wage rate, exclusive of any overtime, shift or other premium.

#### **ARTICLE 4 ELIGIBILITY**

Only Employees of the Company whose employment is subject to a collective bargaining agreement with the Union shall be eligible to participate in the Plan upon completing the eligibility requirements of this Article, provided that such an Employee is not eligible to participate in a comparable plan maintained by an Affiliated Employer.

Except as provided in the first paragraph of this Article, each regular full-time Employee who completes one (1) year of Eligibility Service shall become eligible under the Plan on the first day following the completion of such year of Eligibility Service, provided that such regular full-time Employee:

- (1) is then actively at work; and
- (2) designates his or her Beneficiary and supplies certain other necessary information.

If an Employee is not actively at work on the date the Employee would otherwise become eligible under the Plan, the Employee shall not become eligible until the Employee returns to active work.

No medical examination shall be required, except as herein specified.

## **ARTICLE 5**

### **LIFE INSURANCE BENEFITS**

The group life insurance provided or available under the Plan consists of:

- (1) basic life insurance, the cost of which is paid entirely by the Company and is provided for each eligible Employee; and
- (2) universal life insurance, the cost of which is entirely paid by an Employee who elects to purchase such insurance.

#### **Section 5.1 Amount of Basic Life Insurance**

The amount of basic life insurance varies with age and employment status (active or retired), as provided below. Basic life insurance benefits shall be rounded to the next higher \$1,000, if not already an even multiple of \$1,000.

#### **Section 5.2 Amount During Active Employment**

When an Employee's death occurs prior to the first day of the calendar month next following the Employee's 65th birthday, the amount of the basic life insurance benefit shall be equal to the Employee's Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the date of his death.

When an Employee's death occurs on or after the first day of the calendar month next following the Employee's 65th birthday, but prior to the first day of the calendar month next following his 70th birthday, the amount of the basic life insurance benefit shall be equal to 65% of such Employee's Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the date of his death.

When an Employee's death occurs on or after the first day of the calendar month next following the Employee's 70th birthday, but prior to the first day of the calendar month next following the Employee's 75th birthday, the amount of the basic life insurance benefit shall be equal to 45% of such Employee's Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the date of his death.

When an Employee's death occurs on or after the first day of the calendar month next following the Employee's 75th birthday, but prior to the first day of the calendar month next following the Employee's 80th birthday, the amount of the basic life insurance benefit shall be equal to 30% of such Employee's Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the date of his death.

When an Employee's death occurs on or after the first day of the calendar month next following the Employee's 80th birthday, the amount of the basic life insurance benefit shall

be equal to 25% of such Employee's Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the date of his death.

### Section 5.3 Amount After Retirement

When a Retiree's death occurs prior to the first day of the calendar month next following the Retiree's 65th birthday, the amount of the basic life insurance benefit shall be equal to his Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the day preceding the Retiree's retirement date.

When a Retiree's death occurs on or after the first day of the calendar month next following the Retiree's 65th birthday, but prior to the first day of the calendar month next following the Retiree's 68th birthday, the amount of the basic life insurance benefit shall be equal to 50% of his Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the last day of the calendar month in which the Retiree's 65th birthday occurred, or his retirement date, if earlier.

When a Retiree's death occurs on or after the first day of the calendar month next following the Retiree's 68th birthday, the amount of the basic life insurance benefit shall be equal to 25% of his Annual Straight-Time Wages, calculated using the Straight-Time Wage Rate as in effect on the last day of the calendar month in which the Retiree's 65th birthday occurred, or his retirement date, if earlier.

### Section 5.4 Election to Reduce Amount of Basic Life Insurance

In any situation where the basic life insurance for which the Employee is eligible during active employment would produce additional taxable income to the Employee, the Employee may elect to reduce his or her amount of basic life insurance to 50% of his Annual Straight-Time Wages or \$10,000, as elected by the Employee. The election of such reduced amount of basic life insurance shall not reduce the amount of basic life insurance for which the Employee shall be eligible after retirement.

### Section 5.5 Universal Life Insurance

The amount of group variable universal life insurance payable does not vary based upon the age of the Employee or Retiree at the time of his death. An Employee may elect coverage for himself in an amount equal to one (1), two (2), three (3), four (4) or five (5) times his Annual Straight-Time Wages, rounded to the next higher \$1,000 if not already an even multiple of \$1,000, less the amount of paid-up insurance, if any. The sum of such coverage amount and the amount of any paid-up insurance shall not exceed the lesser of (i) five (5) times his Annual Straight-Time Wages, rounded to the next higher \$1,000 if not already an even multiple of \$1,000 and (ii) \$4,000,000. An Employee may also elect coverage for his spouse in increments of \$10,000, to a maximum amount equal to the lesser of (i) three (3) times the Employee's Annual Straight-Time Wages and (ii) \$100,000. Additionally, if the Employee elects coverage for himself, for his spouse, or for both himself and his spouse, the Employee may insure one or more of his children for \$10,000 per child.

The amount paid at death may vary with the number of years the Employee had been covered by universal life insurance under the Plan because the universal life insurance coverage includes a cash accumulation fund, in addition to providing the amount of life

insurance specified in the preceding paragraph, with a rate of return to be guaranteed by the life insurance company from time to time. The death benefit, therefore, is the value of the cash accumulation account (if the Employee or Retiree participated in the cash accumulation fund, as described below) plus the face value of the insurance.

#### Section 5.6 Election of Universal Life Insurance Coverage

An Employee who elects universal life insurance coverage on or before the date the Employee becomes eligible (“eligibility date”) shall become insured with such universal life insurance on his eligibility date. An Employee who elects universal life insurance on or before the 31st day following the Employee’s eligibility date shall become insured with such universal life insurance on the date the Employee elects such insurance. If an Employee is not actively at work on the date he would otherwise become eligible under the Plan, the Employee may become insured hereunder upon electing group variable universal life insurance on or before the 31st day following the day the Employee returns to active work and, thus, becomes eligible. Election of universal life insurance includes the authorization of deductions from the Employee’s wages or benefit payments of the required contributions.

If an Employee does not elect universal life insurance as specified in the preceding paragraph, he may subsequently elect universal life insurance only upon submission, at the Employee’s expense, of evidence of insurability satisfactory to the insurance company. In such event, the Employee shall become insured hereunder on the date the insurance company accepts such evidence, provided that the Employee is then actively at work.

An Employee may elect at any time to discontinue universal life insurance coverage by written notification to the insurance company to discontinue deduction of the required contributions from the Employee’s wages or benefit payments.

#### Section 5.7 Requirement for Continuation of Universal Life Insurance

The insurance company reserves the right to terminate the group policy for universal life insurance if, as of January 1 in any calendar year, less than 25 percent of the Employees eligible for universal life insurance have elected such insurance. Additionally, the insurance company reserves the right to terminate the group policy for group variable universal life insurance if less than 100 Employees elect coverage. If the insurance company cancels the insurance policies for either of these reasons, universal life insurance under the Plan shall be discontinued, and the Company shall not be under any obligation to provide universal life insurance coverage under the Plan.

#### Section 5.8 Employee Contributions Toward the Cost of Universal Life Insurance

Employee contributions for the cost of universal life insurance under the Plan shall vary depending upon the age of the Employee, as well as the age of the Employee’s spouse and dependents, if covered. The cost of universal life insurance shall include a sum sufficient to purchase universal life insurance in the face amount elected by the Employee. Additionally, the Employee may elect under the Plan to save an additional amount (an unscheduled premium) in an interest bearing cash accumulation fund account in order to provide an additional death benefit. However, the additional amount shall not exceed an amount that, in the opinion of the insurer, is required to preserve the qualification of the policy as a life insurance policy under the

Code without regard to the minimum death benefit provision of the policy. An eligible Employee may also elect a cash accumulation fund for his spouse, but not for his dependent children.

Precise information on premium rates shall be provided directly by the insurance company from time to time upon request.

#### Section 5.9 Continuance of Life Insurance During Disability

Basic life insurance coverage in effect immediately prior to an Employee's date of eligibility for Disability Benefits shall continue in effect during the period the Employee is eligible for Disability Benefits; provided, however, the amount of the basic life insurance benefit shall be reduced from time to time according to the Employee's age, in the same manner as for an active Employee (as described in Section 5.2).

Continuation of universal life insurance coverage during the time an Employee is eligible to receive Disability Benefits shall be dependent upon continued payment of premiums. However, the premiums for any covered Employee who becomes totally Disabled before the age of 60, and for any of such Employee's children for whom coverage has been elected, may be waived by the insurance company. The Disabled Employee must apply for such waiver of premium directly with the insurance company after he has been Disabled for at least six months but less than 12 months. An Employee may not apply for a waiver of premium for his spouse's coverage.

A Disabled Employee may also use funds in his cash accumulation account, if any, to make premium payments. Otherwise, the Employee may make arrangements with the insurance company to make payments directly to such insurance company. Failure to pay premiums when due shall result in the cancellation of coverage. If coverage is cancelled for nonpayment while the Employee is Disabled, upon return to work the Employee must reapply and meet all insurance underwriting requests in order to receive coverage. The insurance company may deny reinstatement of coverage.

#### Section 5.10 Payment of Life Insurance Benefits

Life insurance benefits shall be paid in one sum to the Beneficiary of the Employee or Retiree, unless the insurance company advises the Beneficiary that alternative payment options are available and the Beneficiary timely elects an alternative payment option.

#### Section 5.11 Conversion to an Individual Life Insurance Policy

If an Employee terminates employment, the Employee shall have the option of converting the Employee's basic life insurance coverage under the Plan, or any portion thereof, into any of the individual life insurance policies issued by the insurance company, term insurance excepted, at the rate applicable to the Employee's then attained age and class of risk. Such conversion may be effected without medical examination, provided that application is made within thirty-one (31) days after termination of employment.

#### Section 5.12 Special Features of Universal Life Insurance

Employees who have elected universal life insurance coverage may elect to have a portion of their premium directed toward a cash accumulation account. An Employee may borrow from this fund in \$250 increments, upon such terms and conditions as specified by the insurance company from time to time. Funds in the cash accumulation account may also be used to pay premiums, or, if sufficient, to purchase paid-up insurance.

Universal life insurance is not convertible, but an Employee may continue coverage after termination of employment with the Company by paying the premiums directly to the insurance company. An Employee who is interested in continuing group variable universal life insurance coverage must request from the insurance company the necessary forms to complete in order to continue such coverage. Such forms shall include information on administrative fees, if any.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **Section 6.1 Continuanace of Plan**

The Company desires and expects to continue the Plan indefinitely into the future. Nevertheless, the Company must and does reserve the right, subject to any contractual obligations, to change or discontinue the Plan. Company contributions to the Plan shall be paid either to an insurance company or a trust company selected by the Company.

#### **Section 6.2 Administration of the Plan**

The Company, as named fiduciary, shall administer the Plan in a nondiscriminatory manner. The Company may, from time to time, appoint committees, or designate persons to whom the Company may allocate fiduciary responsibilities to administer all or part of the Plan.

If any controversy shall arise between the Company and any Employee or person claiming a benefit or any other right under the Plan, such controversy shall be subject to the claims procedure set forth hereinafter. All decisions of the Company concerning the administration of the Plan shall be conclusive and binding upon all Employees and all other persons claiming a benefit or any other right under the Plan.

#### **Section 6.3 Claims Procedure**

##### **(a) Filing a Claim for Benefits**

The processing of a claim is started upon notification to the Company of the death of an Employee or Retiree by the Beneficiary, family member or other representative of the deceased Employee or Retiree. A Company representative shall contact the Beneficiary and provide the necessary forms to be signed by the Beneficiary and a list of any other documents required by the insurance company. After the documents are completed and returned to the Company, the Company shall forward them to the insurance company for payment.

An Employee or other person claiming benefits under the Plan (“Claimant”), who believes that he is not receiving benefits or other rights as required by the Plan, must file a claim

in writing with the Company, Human Resources. The claim shall be on a claims form provided by the Company.

(b) Notification of Decision

The insurance company shall be responsible for processing claims and shall give the Claimant written notification of its decision regarding the claim within 90 days after receipt of such claim. Should special circumstances prevent processing the claim within 90 days, the insurance company shall have an additional period of up to 90 days to decide the claim, provided that the Claimant is notified in writing during the initial 90-day period of the special circumstances requiring an extension and the projected date by which a decision shall be made.

The written notice of denial shall (1) specify the reasons for the denial, (2) refer to Plan provisions on which the denial is based, (3) describe any additional material or information necessary to perfect the claim and why such material or information is necessary, (4) inform the Claimant of the steps that must be taken and the applicable time limits to submit the claim for further review, including a statement of the Claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, following an adverse benefit determination on review and (5) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion shall be provided free of charge to the Claimant upon request.

(c) Review Procedure

Requests for review must be made directly to the insurance company. The request for review must be filed within 60 days after the Claimant receives written notification of the denial and must specify each of the Claimant's contentions. The Claimant or his duly authorized representative may review pertinent Plan documents and submit issues and comments in writing to the insurance company.

(d) Decision on Review

The insurance company shall make a decision within 60 days after receiving the written request for review, unless special circumstances make the issuance of a decision infeasible. If special circumstances require, the insurance company shall be allowed an extension of up to 60 days, provided that the Claimant has been notified of such extension in writing prior to the extension. The decision shall be in writing, state the specific reasons for the decision, and refer to the Plan provisions on which the decision is based. If the decision on review is not furnished within such period, the claim shall be deemed denied on review.

Section 6.4 Reemployment After Layoff or Before Expiration of an Authorized Leave of Absence

If the employment of an eligible Employee is terminated for lack of work and the Employee is reemployed within two (2) years of the date of termination, or if an eligible Employee is reinstated before the expiration of an authorized leave of absence, the Employee shall again become eligible under the Plan on the day the Employee returns to work.

## Section 6.5 Not an Employment Contract

The action of the Company in adopting the Plan or contributing to the cost of the benefits provided thereby, or any other action in connection therewith, shall not be construed as giving to any Employee of the Company the right to be retained in the service of the Company, nor shall any Employee after termination of service, have any right whatever hereunder, enforceable either at law or in equity, except as herein provided.

## Section 6.6 Employee Certificates

Each eligible Employee will receive a certificate from the insurance company setting forth the life insurance benefits. This certificate should be preserved, since the Employee's Beneficiary will be asked to surrender it after the Employee's death.