AGREEMENT

Between

Southern California
Gas Company

&

Utility Workers
Union of America
AFL-CIO

International Chemical
Workers Union Council,
UFCW

October 1, 2021

Respecting Rates of Pay and
Other Conditions of Employment

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Article I

LABOR/MANAGEMENT PEACE PRINCIPLES

1.1 – SoCalGas and the Union agree that it is in their mutual interest to work in an environment where there is labor/management peace and cooperation in order to meet competitive challenges, secure economic security for the employees and better serve SoCalGas customers.

1.2 – SoCalGas and the Union recognize that the business success of the Company is necessary to provide employees economic security.

1.3 – SoCalGas and the Union will attempt to settle matters of mutual concern such as environmental concerns, individual safety concerns, and administrative matters in the spirit of the partnership in lieu of resorting to administrative, environmental, safety, NLRB, etc., type of complaints.

1.4 – SoCalGas will ensure that its management team adheres to the principles and spirit governing this partnership.

1.5 – The Union National/Local elected leadership will officially communicate to its membership and appointed leaders (i.e., shop stewards, etc.) that they must adhere to the principles and spirit governing this partnership and will proactively intervene if lack of adherence occurs.

1.6 – The Union agrees not to intervene in local, state or federal regulatory or administrative hearings, proceedings or investigations, or with financial institutions for purposes

of opposing SoCalGas or undermining its business interest. Both parties recognize, however, that from time to time the Union and SoCalGas may be on opposing sides of issues and agree that in such circumstances full discussion of such differences will take place before such differences appear in a public forum.

1.7 – The Union will discontinue their sponsorship of any and all campaigns against SoCalGas, its products, and/or management.

1.8 – SoCalGas and the Union agree that in order to work in a true partnership that embodies trust, it is necessary for each to share information about business issues, including, on occasion, sensitive information and operating information. In order to accomplish this, SoCalGas and the Union will meet at mutually agreed times to discuss the information and these issues and other matters of general concern that are important to the maintenance of the partnership.

1.9 – SoCalGas supports employees' rights to gain economic security through collective bargaining in their Unions.

1.10 – SoCalGas will remain neutral in all organizing drives conducted by the Union for bargaining unit work, as defined by this Agreement, performed by SoCalGas or subsidiaries of SoCalGas, which operate or come to operate in the territory currently served by SoCalGas (service territory as of 8-8-96). If the Union secures a simple majority of authorization cards, subject to a mutually agreed upon verification and validation process, in an organizing drive as described above, for an appropriate

bargaining unit, then the Company shall recognize the Union as representative for bargaining purposes for that unit without a secret ballot election conducted by the NLRB. The authorization card shall read, "I_____, wish to have the UWUA/ICWUC represent me as my exclusive bargaining representative for wages, hours, and other terms and conditions of employment", and all representations by the Union will be consistent with this language. The above shall not be applicable to any situation in which SoCalGas acquires in any fashion an existing business or company performing work relating to existing bargaining unit work.

1.11 – SoCalGas will remain neutral in all organizing drives conducted by the Union at SoCalGas.

Article II

MANAGEMENT/UNION RIGHTS, RELATIONSHIPS, RESPONSIBILITIES

2.1 – Management Rights

(A) General Statement: The Company has and will retain the unquestionable and exclusive right and power to manage its business and direct the working forces, including the right to hire, classify, grade, suspend, discharge, promote, demote or transfer its employees, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business.

(B) Contracting Out:

(1) Except as otherwise specified in this Agreement, the Company shall not contract out work performed by the following classifications (hereinafter called “fenced-in classifications”).

Cathodic Protection Spec
Commercial Serv Tech
Construction Tech
Cust Serv Rep-2, Bilgl-2
Cust Serv Rep-4, Bilgl-4
Energy Tech Distribution
Energy Tech Residential
Field Planning Associate
Field Tech
Gas Storage Specialist
Industrial Serv Tech
Instrument Spec
Ld Construction Tech **I**
Ld Construction Tech II
Ld Cust Serv Rep-6, Bilgl-6
Ld Mtr & Reg Instru Spec
Ld Meter & Reg Tech
Ld Planning Associate
Ld System Protect Spec
Leak Survey Technician
Measurement Spec
Meter & Reg Tech #1
Meter & Reg Tech #2
Meter & Reg Instr Spec
Pipeline Tech
Pipeline Planning Asst
Planning Associate
Senior Instrument Spec
Station Maintenance Spec
Station Operations Spec
Station Tech
System Protection Plnr
System Protection Spec
System Protection Tech
Trans Pipeline Spec
Trans Welder Specialist

(2) Routine Work: The Company retains its right to determine the best course to follow with regard to expanding or contracting the regular working force.

The Company retains the right to contract out in the following situations: fluctuating or seasonal work loads where the employment of additional regular employees could reasonably be expected to result in periodic shortages of work for such regular employees; to avoid payment of overtime rates; to conduct pilot programs; when contractors have specialized skills or equipment which make it more efficient for the Company to utilize them.

No layoff of regular employees shall occur as a result of contracting out under the provisions of this section.

(3) Special Projects: The Company will continue, as in the past, to employ architects and contractors, as occasion and fair outside business relations may require, for construction and building operations and for special maintenance projects not regularly a part of its activities in producing and distributing natural gas. The Company will not undertake to regulate the conditions of employment which may prevail under outside contracts or subcontracts covering such construction, building or maintenance.

2.2 – Union Rights

(A) Recognition: The Company recognizes the Union for those units where the Union, through National Labor Relations Board certification, has been designated as the exclusive bargaining agency for employees of the Company covered by this Agreement, i.e., employees

represented by Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council of the UFCW, AFL-CIO jointly, as certified by the NLRB in Case No. 21-RC-11756; and employees represented by Utility Workers Union of America, AFL-CIO, as certified by the NLRB in Case Nos. 31-RC-1072 and 31-RM-164 and in Case No. 21-AC-41.

Additionally, UWUA Locals 483 and 522 maintain their own certifications. The presidents of UWUA Locals 483 and 522 may bargain directly on matters exclusive and without impact to members of the joint certification, respectively.

The Company shall notify the Union when it creates an entirely new nonmanagement job classification or work location. This notification shall include pertinent facts including, but not limited to: classification, department, and the work location where the classification is proposed to be placed.

Southern California Gas Company agrees that this Agreement shall apply in the event that it decides, in its sole judgment, to create a new subsidiary to perform bargaining unit work within its current service territory. Whenever the Company or a subsidiary of the Company creates a job classification within its current service territory (as of August 8, 1996) which performs production, maintenance, technical or clerical work with job duties consistent with bargaining unit work, such classifications shall also be included in the Agreement.

The Company further agrees that, effective the date of the Agreement, general and accounting clerical positions shall

be included in the bargaining unit. The Union hereby agrees the incumbents defined above shall have bargaining unit seniority based upon their hire date.

However, positions traditionally excluded by the Company due to performance of confidential work (including, but not limited to Human Resources personnel or personnel performing Human Resources functions, secretaries [Associates/Assistants] of all levels, department heads and above), classifications which the Union has previously relinquished their representational rights to (including, but not limited to Marketing), and positions historically regarded by the Company as management are also excluded.

Recognition described above shall not be applicable to any situation in which the Gas Company acquires in any fashion an existing business or company performing work relating to existing bargaining unit work. Their inclusion shall only be determined in connection with appropriate proceedings before the NLRB or by specific agreement between the parties.

(B) Union Leave of Absence:

(1) Regular employees selected by the Union to do work for the Union which takes them from their employment with the Company, shall upon written request of the Union be authorized to absent themselves from their work with the Company for the period of their services for the Union; provided, however, that the number of employees on leave under the provisions of this Section shall not at any one time exceed five employees who are members of the ICWUC or eight employees who are members of the

UWUA.

During such Leave of Absence to do work for the Union, such employee shall have the same bid priority upon return to the Company as those provided in Section 5.10.(B).1 (Disability Bid) hereof, except that such employee shall have the right to return at any time to the same classification and kind of work in which such employee was last engaged prior to entering the service of the Union under the provisions of this Section; and, further, that such employee shall accumulate seniority during the full term of such service for the Union.

(2) In addition, upon submission of an electronic or written request from the Union, the Company will authorize regular employees to be absent from their jobs without pay (or to sustain pay as described in Appendix C Side Letter regarding Paid Union Leave) for the purpose of attending Union meetings, Union-sponsored schools, Union conventions, Union conferences, and in order to perform Union administrative work, providing the following conditions are met:

(a) Employees selected by the Union as delegates to state, regional, or national conferences or conventions shall, upon written request of the President of any Local Union, be granted permission to be absent from the Company for short periods of time whenever such absence does not interfere with the conduct of Company business. Such employees may apply unused vacation allowance to cover the time required for official duties and travel time by air in connection with such activities. Additional vacation may be scheduled only if the employee's regular seniority preference entitles him or

her to it.

(b) Where operating necessity permits, officers of the Union who may be on shift will be allowed time off the job in order to attend meetings of the Local Union.

(c) Where operating necessity permits and where an electronic or written request has been properly completed and received by Labor Relations at least 24 hours (one business day) prior to the time of the beginning of the requested absence, members of the Union will be allowed specific periods of time up to ten working days in order to do Union administrative work. The ten working day limit can be extended during contract negotiations by mutual agreement.

(d) The Union agrees to minimize the number of employees on leave from the same work group/department. The Union agrees to make a reasonable effort to minimize the number of customer service personnel on leave under (2) of this section during the seasonal light period, and will attempt to rotate leave requests so as not to unduly burden a given operation or location.

(C) Union Security:

(1) Each employee who is working in a bargaining unit classification on or before the effective date of this Agreement shall be required as a condition of employment to meet their financial obligation by making monthly union membership dues to either the Utility Workers Union of America, AFL-CIO, or to the International Chemical Workers Union Council, UFCW, AFL-CIO. Such employees who fail to meet their dues obligations to the Union will be subject to termination.

Newly hired prospective regular employees shall be required as a condition of employment to pay the amount of monthly dues effective with the month following completion of 30 days of service; except that an employee with less than 30 days of service who submits two authorizations for payroll deduction of dues, one to each union, will be notified as promptly as practicable that he or she must choose one union or the other for payroll deduction purposes. Deduction of dues in such case shall commence following notification to the Human Resources Department, of the employee's final choice, in accordance with the provisions of paragraph (2) of this Section.

In addition, any employee who comes from outside the bargaining unit into a job classification represented by the Union shall similarly be required to pay Union dues effective with the month following completion of 30 days service within the bargaining unit. **An employee coming from outside the bargaining unit will be notified within 30 days by the Company of their requirement to join the Utility Workers Union of America, AFL-CIO, or the International Chemical Workers Union Council, UFCW, AFL-CIO as a condition of their employment. It is agreed that it is the Union and not the Company that is responsible for the collection of unpaid dues when a dues deduction is not made for any reason.** An employee's obligation to pay Union dues in accordance with these requirements can be met by keeping in effect a valid authorization for payroll deduction of such dues, as provided under paragraph (2) following. Except when he or she transfers from one unit to another, as defined in Section 2.2 (Recognition), an employee's obligation to pay dues may not be transferred from one of the unions that is party to this Agreement to the other.

(2) An employee may join or may authorize that monthly dues deductions be paid to, either the Utility Workers Union of America, AFL-CIO, or the International Chemical Workers Union Council, UFCW, AFL-CIO. Upon individual authorization in writing on a form acceptable to the Company, the Company will, on the first and second payday of each month, deduct from any employee's wages for the related pay periods the amounts required to equal the total monthly Union membership dues for the current calendar month. The Union agrees that the monthly dues shall be constructed in dollar amounts evenly divisible by two. Such authorization shall be effective as of the first of the month following that in which the authorization is received by the Company. For regular employees such deduction will be made only if the employee has earnings of 20 or more regular straight-time hours in such related pay period (including the final pay period of employees who terminate or transfer between companies). An employee with a Union dues deduction authorization in effect who transfers from one unit to another, as defined in Section 2.2 (Recognition), shall be required to submit a new authorization within 30 calendar days following the effective date of the employee's transfer.

(3) The Company will remit to the Financial Secretary or Treasurer for the Local Union, not later than twelve calendar days following the end of said related pay periods, the full amount of such deduction for dues made during the pay period. Except in the bargaining units within the Transmission Regions and the Professional and Technical units, the Union may notify the Company to transfer remittance of dues from one local Union to another of the Utility Workers Union of America, AFL-CIO, or from one Local Union to another of the International Chemical

Workers Union Council, UFCW, AFL-CIO, such transfer to be effected as of the first of the months following receipt of notification.

(4) It is agreed that the Union shall indemnify and save the Company harmless from any claims, suits, or any other form of liability as the result of making payroll deductions for membership dues in accordance with the terms of any previously agreed upon or current payroll deduction form. In addition, it is agreed that it is the Union and not the Company that is responsible for the collection of unpaid dues when a dues deduction is not made for any reason. It is further agreed that the Company is not liable to the Union for any failure to deduct dues but that the Union's sole remedy is to collect unpaid dues directly from the employee.

(5) The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. The Company agrees that neither it nor any of its officers or supervisory employees will intimidate or coerce employees to refrain from joining the Union.

(D) Union Activity: The Company will not discriminate against any employee for engaging in Union activity. Union activity shall not take place on the job in such a way that it interferes with the work. However, the Company will permit access to Company property by Union representatives to expedite the handling of grievances, to contact members of the Union, or to visit Union Bulletin Boards, under the following circumstances:

When more than one employee is to be contacted, such

visitations shall normally be limited to the lunch period or immediately prior to the beginning of or after the end of a shift. When only one employee is to be contacted, or when a grievance investigation is involved, or when a Union bulletin board is to be visited, such visitations may be made at any convenient time during working hours. The Union representative shall request permission in advance from the Director, Labor Relations, by no later than 24 hours (one business day) preceding the day of the visit, and shall limit his or her visitation to a reasonable length of time.

Where practicable the supervisor will provide an appropriate place for the Union representative to confer with the employee or employees. It is understood and agreed that such discussions will be limited to particular problems arising under this Agreement and will exclude discussions of general Union administrative procedures. It is further agreed that such visitations will not be used for purposes of organizing employees, official union meetings, recruiting new members, or collecting dues.

The terms “union representative” in this Agreement shall refer only to representatives of the Union who are employees of Southern California Gas Company. The Union on a semi-annual basis (during the months of February and August) must provide the Company with a list of Union shop stewards, by Local, including the employee’s name, job title and work location.

Non-employee representatives of the Union may not access Company property, except when invited by Labor Relations. (Exception: The Union may designate two national representatives from UWUA and two national

representatives from ICWUC to have access to Company property under this section of the Agreement. To be eligible, the designated national representatives from each of the two unions must be responsible for representing employees on a day-to-day basis and will not include attorneys, regulatory/legislative representatives, consultants not responsible for day-to-day employee representation or other national representatives not responsible for representing employees on a day-to-day basis. The Union must notify Labor Relations in advance, in writing and by January 1 of each year, the names of the four national representatives whom the Union has designated for such access. Access will be afforded in accordance with all the other terms set forth in this section of the Agreement.)

(E) No-Strike Clause: There shall be no picketing, strikes, concerted failure to report for work, slowdowns or stoppages of work, nor any lock-outs, during the term of this Agreement.

The Company agrees that neither the Union, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report for work, slowdowns or stoppages of work, if:

(1) The Union gives written notice to the Company and the employees involved, within 24 hours after being informed by the Company of such action, that it has not authorized the stoppage, strike, slowdown or suspension of work, and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement, and if:

(2) The Union at the same time authorizes the Company to give such further publication of such notice as in the sole judgment of the Company appears desirable.

It is recognized that the Company has the right to take disciplinary action, including discharge, against any employee who is responsible for or participates in a breach of a provision in the first paragraph of this Section, whether or not the Union gives the notice provided in this paragraph. It is agreed that such action on the part of the Company shall be final and binding upon the Union and shall in no case be construed as a violation by the Company of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation, may be subject to the grievance procedure and or arbitration.

(F) Picket Lines: Recognizing the obligation of the Company and of its employees to render service to the public under the provisions of the California Public Utilities Act and the franchises granted to the Company thereunder, the Union and the Company agree that the presence of a picket or of a picket line on or adjacent to the premises of any customer or potential customer of the Company shall not, of itself, remove the obligation to render such service as has been regularly applied for or otherwise properly requested by such customer, or such service as is necessary in the interest of public health and safety or in the normal routine of Company operations.

It is further agreed, however, that employees are not required to cross a picket line if in the employee's best judgment it appears to the employee that such entry may

result in physical violence or injury to him or her. In such event the employee shall specifically explain to the person in charge of such picket line the obligation of the Company and of its employees to render service and inquire as to whether or not such entry will be physically resisted. Where such inquiry has been made and the employee is advised by the person in charge of the picket line that his or her entry will be so resisted, or in case violence actually in progress precludes such inquiry, the employee shall forthwith notify his or her supervisor. In no case will the employee be required to enter the customer's premises under the circumstances hereinabove described until any such threat of resistance to such entry shall have been removed. Failure to gain entry to the customer's premises under the circumstances hereinabove described shall not, in and of itself, be deemed a violation of the terms of the Agreement, nor shall it result in the loss of seniority or pay to the employee involved.

(G) Seniority List: The Company agrees to furnish the Union the seniority lists of all regular and probationary employees in work locations covered by the terms of this Agreement. The seniority list shall be by Region and by classification, and shall be corrected and brought up to date every three months.

(H) Union Officers: Seven (7) officers from all locals of the UWUA and Five (5) officers from all locals of the ICWUC, for a total of not more than Twelve (12) representatives may elect to be excluded from off-hour shifts or details during the period that he or she holds office, provided that the employee is in a working group that rotates through such assignments and that is large enough for his or her exclusion to meet operating convenience. It is understood

that dispatch office working groups are not ordinarily considered large enough to qualify hereunder.

In the event of layoffs for lack of work as provided in Article VII (Shortage of Work) the members of the Steering Committee of the Joint Labor Committee (not to exceed eight employees), the President of Local 483 of the UWUA, and the President of Local 522 of the UWUA, if assigned during their respective terms of office to progressions in which layoffs occur, shall in face of such layoffs, be placed at the top of the seniority list of the respective job progressions in which such layoffs occur. Upon termination of their respective terms of office, such officers shall automatically revert to their appropriate positions on the seniority lists of the job progressions to which they are respectively assigned. The Union agrees to notify the Company of the names of such officers and of their term of office at the time of their election. The special seniority accorded hereunder will not apply unless such notification is received by the Company in writing at the time of the signing of this Agreement or within 30 calendar days after the election of such officers.

(l) Bulletin Boards: In plants or units covered by this Agreement the Company will erect and maintain bulletin boards in suitable places mutually agreed upon, to be used solely by the Union for the posting of notices of the following type only, except that additional notices may be posted upon approval by local management or by the Director, Labor Relations:

(1) Notices of Union recreational and social affairs.

(2) Notices of Union elections, appointments, and result of Union elections.

(3) Notices of Union meetings.

(4) Minutes of Shop Committee meetings.

Notices that have been approved by local management will be identified by an asterisk or star placed in the upper left-hand corner. Notices that have been approved for posting by the Director, Labor Relations will be identified by two such asterisks or stars in the upper left-hand corner.

It is mutually agreed that the bulletin boards shall not be used for posting or distributing pamphlets or political matter of any kind, nor for the posting or distributing of matter derogatory to supervisors, management or the Company, or for advertising.

As a service to the Union, the Company will arrange to have any of the following items posted, when issued, on the General Bulletin Boards in each District and Region headquarters office, and in each major plant and operating base:

This Agreement

The Job Profile Index

The appropriate area seniority list provided in paragraph (G) herein

Notices of Prequalifying Test Sessions

(J) Notification of New Employees: Newly hired employees who are subject to this Agreement shall be so notified by the Company at the time of their employment in the manner agreed upon at the time of the execution of this Agreement.

2.3 – Nondiscrimination

The Company and the Union agree that neither will discriminate because of age, sex, handicap, medical condition, marital status, sexual orientation, race, religious creed, color, national origin, ancestry, or otherwise in accordance with federal and/or state law.

2.4 – Conclusion of Bargaining & Term of Agreement

(A) Term: This Agreement shall be effective from **October 1, 2021**, to and including **September 30, 2024**.

(B) Good Faith: The Company and the Union expressly stipulate that the provisions of this Agreement, irrespective of the give and take entering into negotiations thereof, and without prejudice to future negotiations, are essentially fair and equitable, and each party further stipulates that this Agreement is entered into without mental reservations, unexpressed lack of agreement or other failure to agree with the provisions hereof, it being the express intent of both parties to conclude this Agreement and to observe the covenants herein set forth in complete good faith.

(C) Zipper Clause: It is agreed that during negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

removed by law or by agreement through a valid and existing contract from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(D) Governmental Approval: It is agreed that the provisions of this Agreement relating to expenditures which may be subject to Governmental approval will be submitted to the appropriate Governmental agencies and are subject to such approval.

(E) Printing of Agreement: The Company agrees to use the services of a Union recognized printer to print copies of this Agreement and to distribute to all bargaining unit employees a copy of the printed Agreement. In addition, the Company agrees to provide each local with Agreements equal in number to 10% of their respective memberships.

2.5 – Labor-Management Activities

(A) Notices: Notices required to be served under the terms of this Agreement shall be sufficiently served for all

purposes herein when **e-mailed or** mailed, postage prepaid, certified mail, return receipt requested, to:

For service upon the Company:

Southern California Gas Company
Manager of Labor Relations
555 W. 5th Street - GT16A3
Los Angeles, CA 90013
Attention – Labor Relations
E-mail: LaborRelationsSCG@semprautilties.com

For service upon the Union:

Utility Workers Union of America, AFL-CIO
1155 Amelia Avenue
Glendora, CA 91740
M.L. #702-J
E-mail: uwua@uwua132.org

and/or:

International Chemical Workers Union Council, UFCW, AFL-CIO
4100 E Jurupa Street Suite 108
Ontario, CA 91761
E-mail: jallen@icwuc.org

The date of delivery of such notice shall be the controlling date for all purposes hereunder.

(B) Interim Meetings: In order to effectuate this Agreement, the Union and the Company mutually agree to have their respective committees meet to discuss the administration of the Agreement and any problems that arise thereunder.

The committee shall consist of the representatives who negotiated this agreement or their successors. A review of industrial accidents and suggestions on safety matters that are considered to be more than local in scope may be part of the agenda. Such meetings shall be scheduled any time during the term of this Agreement, within 24 to 48 hours following the receipt by the Company of the Union's agenda.

(C) Safety – Company/Union Policy: The Union and the Company agree to cooperate in maintaining safe working conditions. No employee shall be required to work under conditions or operate equipment which does not meet the requirements of the lawful orders of the State of California pertaining to employee safety, and refusal to work under such conditions or operate such equipment shall not in and of itself be deemed in violation of paragraph (B) of Section 6.3 (Causes for Disciplinary Action), nor of Section 2.2(E) (No-Strike Clause).

(D) Safety Committees: It is agreed that upon execution of the present Agreement, Safety Committees may be established.

(1) Region and Headquarters Department Safety Committees

Safety Committees established within the Joint Certification shall be composed of three representatives designated by the Union, two from the majority Union and one from the minority Union. (These numbers shall be increased to three and two for the Inland Empire Region, Redlands Committee and for the Northern Region, Chatsworth Committee.) Safety Committees established

outside the Joint Certification shall be composed of two representatives designated by the Union.

Two representatives will be designated by the Company plus a representative of Safety Management's Staff. By mutual agreement a greater number of regular representatives, not to exceed the number necessary to represent affected work groups, may be established. The Union representatives shall be selected from the employees of the departments or Region represented by the committee on which they are to serve. The Company representatives shall be members of, or have jurisdiction over, departments represented by the committee on which they are to serve. Whenever practicable, other Company employees who are knowledgeable about particular topics may attend committee meetings.

The Safety Committees shall hold meetings quarterly or upon request of either party or according to any regular schedule mutually agreed upon by Union representatives and local management to permit inspection, discussion, and review of local health and safety conditions and practices.

(2) District and Local Safety Committees

Employee participation in safety management through local safety committees is strongly encouraged. These guidelines are intended to facilitate formation of safety committees in organizations that do not currently have one and to promote consistency in committee make-up and function.

Safety Committees will be established at a district and department by mutual consent of management and the Union(s). The committee should be made up of at least three represented persons (larger locations may have more). To obtain the best cross section of employee representation, a person from each work group should be on the committee (i.e. customer contact, field services, meter reading, etc.). In addition, a representative of Management and the Union will serve, and in turn, will mutually agree on the method of selecting the rest of the committee. The length of term will be twelve (12) months on a rotating basis or end of project (not to exceed eighteen (18) months). To maximize education, all employees at the location should have an opportunity to serve on the committee. Persons selected to service on the committee should be those who support the Company and the Union's efforts in safety and incident prevention.

Responsibilities

The responsibilities of the safety committee will be varied based on the needs and requirements of each work location. Some general duties are listed below:

1. By consensus, the committee will agree on a meeting schedule.

2. Assist in planning and conducting of the safety meetings.

3. Promote the idea that a person's safety is everyone's responsibility

4. Review suggestions from employees pertaining to changes in safety programs, safety equipment and make recommendations to appropriate personnel for consideration.

5. Be familiar with the contents of the Company's Injury/Illness Prevention Program Handbook and be prepared to make recommendations for changes to local management or region safety supervisor.

6. Be alert to the any hazard or hazardous conditions and report as soon as possible to appropriate personnel designated by Safety Committee. Review industrial injury and motor vehicle accident reports and make **re**commendations on methods of prevention and protection to prevent a similar recurrence.

7. Communicate and coordinate safety/issues between work groups, all shifts, and other safety committees.

Suggestions and recommendations for the prevention and elimination of unhealthful and unsafe conditions and practices shall be promptly investigated and acted upon by the appropriate staff. Participating representatives, insofar as practicable, shall be furnished, at least 24 hours prior to the time of the meeting, with a written agenda of all matters to be discussed at the meeting.

If safety matters are not resolved to the satisfaction of Union representatives, they may be referred to the grievance procedure under Section 6.8 **(Non-Disciplinary Grievance Procedure) and 6.9 (Arbitration Procedure for Disciplinary Protests and Non-Disciplinary Grievances)** or, in the case of safety matters having

system-wide implications, to an Interim Meeting as set forth in Section 2.5 hereof. If the matter is of sufficient urgency, the meeting may be scheduled prior to the next otherwise planned Interim Meeting.

(E) Shop Committees:

(1) It is agreed that upon execution of the present Agreement, Shop Committees shall be established in the following locations:

MAJOR SHOP COMMITTEES

Customer Contact Centers

Customer Service Dispatch and ARSO

Customer Service**s Field & Gas** Operations

Inland
Northern
Orange Coast
Pacific

Gas Transmission & Storage Operations

Beaumont
Blythe**/El Centro**
Victorville/Newberry Springs/Needles
Aliso Canyon/Honor Rancho
Valencia/Chatsworth
Goleta/Ventura
Taft/**Wheeler Ridge**
Brea/Olympic/Saticoy
Playa Del Rey

SPECIAL SHOP COMMITTEES

Fleet
Facilities
Logistics
Fabrication & Tool Repair/Meter Shop
ESAP
Branch Offices
Mass Markets Billing
Mass Markets Credit & Collections
Engineering Analysis Center
Mapping Services
Data Distribution
Mail Payments

The parties may establish additional Shop Committees to deal with matters concerning Union represented employees not included under the jurisdiction of any Shop Committee listed above.

(2) Shop Committees established within the Joint Certification shall be composed of three representatives designated by the Union, two from the majority Union and one from the minority Union. (These numbers shall be increased to three and two for the Inland Empire Region, Redlands Committee and for the Northern Region, Chatsworth Committee.) Shop Committees established outside the Joint Certification shall be composed of two representatives designated by the Union. The Company shall designate two representatives to each Committee. The Committee may be increased from time to time by mutual agreement. The Union representatives shall be selected from the employees of the departments or Region

represented by the Committee on which they are to serve. The Company representatives shall be members of, or have jurisdiction over, departments represented by the Committee on which they are to serve. Whenever practicable, other supervisors who are knowledgeable about particular topics will attend for those topics.

(3) Major Shop Committee meetings shall be held upon request of either party, or according to any regular schedule established mutually by the Union representatives and local management. Special Shop Committee meetings shall be scheduled upon request of either party. Any given meeting may be extended, or recessed and resumed, as necessary to complete any given item of business, upon the unanimous concurrence of representatives of the Union and of the Company. Participating representatives, insofar as practical, shall be furnished, at least 24 hours prior to the time of the meeting, with written agenda of all matters to be discussed at the meeting. The agenda shall be prepared in sufficient detail to permit the Company and Union representatives to make any necessary review of the matters to be discussed. Meetings shall be scheduled by mutual convenience, under conditions which neither disturb nor interfere with Company work. Procedure shall be as informal as is consistent with transaction of the business at hand.

(4) Shop Committees shall deal with matters which are strictly local to the department and which do not involve changes in this Agreement or Company policy. Interpretations of this Agreement or of Company policy may be discussed; provided, however, that any controversy with respect to such matters shall be referred to the grievance procedure. Representatives of the Union

or of the Company may, by stating a motion to such effect, cause transfer of any matter before the Committee to regular grievance procedure under Article VI (Dispute Resolution). Minutes of each meeting shall be prepared by the Company representatives and offered to the Union representatives for correction and approval within 24 hours or as soon thereafter as practicable following the conclusion of the meeting. Upon final approval by both parties to this Agreement, such minutes may be posted on appropriate bulletin boards by either party hereto. Agreements reached by the Shop Committees shall be listed in the minutes of the meeting and shall be considered as approved unless revoked in writing by the Union or the Company within five working days after receipt of the minutes as provided by Section 2.5 (A) (Notices) hereof. In the event that neither party revokes within the ten working days, the Shop Committee Agreement shall remain in effect for six months and will be automatically renewed every six months unless specifically revoked in Shop Committee by one of the parties.

Article III

BARGAINING UNIT SENIORITY & JOB CLASSIFICATIONS

3.1 – General Seniority Policy

Where ability and qualifications are sufficient the seniority of regular employees shall be observed in re-employment and layoffs, and in promotions, as herein provided. The date of entrance into service will be considered the date upon which continuous employment begins. Continuous employment, as regards probationary employees, is that employment which is regular and unbroken by any absence longer than ten succeeding working days or two calendar weeks for a reason other than an on-the-job injury compensable by workers' compensation, jury duty or an appearance in court as a witness. A regular employee who is rehired within ten working days after termination shall have his or her seniority fully reinstated.

3.2 – Scope

Only regular employees are accorded seniority rights hereunder. Prospective regular employees and temporary employees do not have seniority rights. Prospective regular employees are those who (1) are scheduled to work no less than forty hours per week in jobs which are occasioned by continuous requirement of the Company; and (2) are employed in jobs which, at the time of employment, offered a likelihood of more than six months of regularly scheduled work; and who (3) have not yet completed the customary probationary period of six months or any agreed upon extension thereof.

Temporary employees are those who (1) have accepted employment in jobs which, at the time of employment, appeared to offer a prospect of less than six calendar months of continuous work; or who (2) have accepted employment in part-time jobs in which they are regularly scheduled to work substantially less than 40 hours per week, exclusive of work performed during the school vacation periods. The Company will notify each newly hired employee by mail that his or her status is either that of a temporary employee or a prospective regular employee.

When a prospective regular employee successfully completes the six months' probationary period or extension thereof, his or her probationary period shall be credited as regular employment in determining his or her official date of entry into the service. In the event that a prospective regular employee is terminated because of extended absence due to sickness or injury before completion of the six months' probationary period, and is rehired within 30 calendar days of such termination, his or her service prior to such termination will be credited as regular employment in determining the employee's official date of entry into the service.

When the Company provides off-the-job training to qualify for a job, the probationary period shall be extended by the period of time spent in such training, or until nine months following entry into Company service, whichever is the lesser.

Rather than resort outside hirings, the Company will consider prospective regular employees for promotion. Prospective regular employees shall be subject to the

provisions of paragraph (D) of Section 6.5 (Disciplinary **and Protest** Procedure) for an additional period of six months, or nine months following entry into Company service, whichever is the lesser.

Time spent as a regular management employee shall not count when calculating seniority for the exercise of rights under Section 5.10 (Position Opportunity System) and Article VII (Shortage of Work) of this Agreement, and vacation schedule and shift assignments.

3.3 – Determination of Seniority

An employee's seniority begins on the official date of his or her entry into service as recorded by the Company and continues to accumulate until his or her services as an employee are officially terminated, except as provided in Veteran's Seniority Credit. Absence from work for authorized reasons such as vacation, sickness, or accident, or with properly authorized leave of absence shall not impair or cause any break in an employee's seniority. An employee terminated **during their first year of employment due to illness or injury** may put job requests in for any open jobs **for which he or she is qualified.** For a period of six months following his or her termination, his or her job request shall be considered before that of any employee with less seniority and before any hiring off the street, **but not before current employees with disability bid rights**. Further, an employee so terminated shall have the right to return to his or her former job at any time within 0- calendar days following his or her termination **if he or she is able to perform the essential functions of the position with or without a reasonable accommodation, if the position**

has not been backfilled. He or she shall upon re-employment be credited with the seniority which has accrued to him or her up to the date of such termination.

In the event that the accredited seniority of two or more employees is identical, the order of preference in all matters in which seniority is a determining factor shall be determined as follows:

(1) if any such employee shall have had prior temporary or regular service with the Company, including any predecessor company, which is not related to the present seniority determination, then the employee having had the greatest amount of such prior temporary or regular service which is determined by the employee's hire date and shall be given said seniority preference;

(2) in the absence of the aforesaid prior temporary or regular service, or in case such prior temporary or regular service shall be equal, the said seniority preference shall apply to the employee who has had the greatest amount of service within the job progression;

(3) in case such service within the job progression shall be equal, the said seniority preference shall apply to the employee who holds the highest job classification or who has the greatest amount of service in the same or equally paid job classifications; or

(4) All employees hired on the same day shall have their preference, if not already establishing by (1), (2), & (3) above: established by the order of random numbers assigned at the time of hire.

3.4 – Seniority in Demotion

When an employee has been demoted for cause other than failure to perform work in an efficient and workmanlike fashion, his or her seniority so far as subsequent promotion is concerned shall be redated as of the date of the demotion for cause. Such an employee shall retain his or her original seniority rights regarding layoff and rehiring. Further, he or she shall have his or her original seniority rights fully restored following three consecutive years during which his or her record has been satisfactory.

When an employee is demoted for failure to perform work in an efficient and **competent** fashion, or has elected to take a demotion in face of a written warning prior to completion of the probationary period established with such warning, as provided in Section 6.**6** (Advance Warning of Intention to Discipline), his or her seniority shall not be redated. However, it is understood and agreed that he or she will be restricted from promotion in the line of work from which he or she was demoted; except that, following three consecutive years during which his or her record has been satisfactory, he or she shall, if otherwise considered qualified, have such restriction removed.

3.5 – Veteran's Seniority Credit

It is understood and agreed that**, upon completion of their probationary period,** any employee who **is serving or has previously served in the United States Armed Forces or National Guard will be eligible for a seniority credit equal to time served, not to exceed six months. In order to receive such credit, employees must provide their DD-214 Short Form to Labor Relations for**

validation. For employees with prior service, separation from service must be honorable in order to receive seniority credit. It is understood that application for the seniority credit is voluntary, and employees are not required to self-identify their military status.

3.6 – Seniority in Shift/Schedule Assignments

As used in this section and throughout this Agreement, the term "shift" refers to the general shift the employee is working, i.e., day, swing, or graveyard. The term, "schedule" refers to the hours within a shift that an employee is assigned or the days of the week that an employee is assigned.

In recognition of seniority, employees may select shift and schedules, on a voluntary basis, in seniority order. Absent mutual agreement in shop committee, unfilled shifts and schedules shall be filled in inverse seniority order.

An employee may request a change to his or her **semi-annual** shift **and/**or schedule**, which becomes effective** the months of **April** and **October** of each year. **Schedule selection will be done by posting sign-up sheets February 1 through February 28 and August 1 through August 31,** providing that the employee wishing a change has made application in writing to the appropriate supervisor not later than the first day of the preceding **March or September**, respectively. **Management will provide updated semi-annual shifts and schedules selections through Shop Committee in the months of January and July, respectively.** If an employee's request is not honored because he or she lacks sufficient seniority,

the employee may keep his or her written request active for the next semi-annual selection by informing his or her supervisor. **If management fails to provide updated semi-annual shifts and schedules selections by January 31 or July 31, as defined by the provisions stated above, then current schedules will automatically continue until the next semi-annual shifts and schedules selection, unless the parties, through Shop Committee, mutually agree otherwise.**

In recognition of seniority, in the Customer Contact Center, employees may request specific shifts/schedules during a CCC "open selection" process conducted in **September**, for shifts/schedules that become effective in **October**. Shifts changes may be made in **April** provided that the employee wishing a change submits a written request to his or her supervisor by **March** 1.

In all cases, it is understood and agreed that written request shall not be used as a means of requesting a change in basic schedules or in type of work or job location, and the Company shall have the right to refuse reassignment in the event that operating conditions do not permit the change. It is further understood that an employee on a non-rotating swing or graveyard shift schedule who is attending school for credit will be allowed to remain on such schedule as long as he or she maintains continuous attendance during each school semester, other than the summer vacation period.

In the event the Company reassigns an employee to a new shift on a regular basis, the restriction to one change per year will be lifted for any affected employees.

3.7 - Seniority in Rehiring

In the event of rehiring or reclassification following layoff, the employee last laid off or reclassified in accordance with the provisions of Section 7.1 (Seniority in Layoff) shall be offered re-employment or reclassification first, and no new employee shall be hired until the list of employees laid off or otherwise removed from the given payroll classification shall have been exhausted. Such re-employment privilege, however, in the case of an employee who leaves the Company with rehiring rights under Section 7.1 of this Agreement, shall not continue for a period of time greater than three calendar years. Such reclassification privilege, in the case of an employee who has remained on the payroll, shall continue for a period of three years.

Re-employment Following Layoff For Shortage of Work: Employees laid off under this section, who reapply for employment within 12 months of the termination date, will have, upon re-employment, the same seniority status they had attained at the time of their layoff. In addition, their sickness and vacation allowances will be fully reinstated. Their status under the life insurance, disability benefit and pension plans will be determined in each case according to the then existing rules of these plans.

The refusal of an offer of re-employment in the same or parallel classification in the same work location as that held by the employee at the time of layoff shall terminate any obligation assumed by the Company. However, the Company will not offer re-employment in a parallel classification if the employee lacks any specific skills that are required in the job, such as typing, stenography, public relations skills, or the ability to lift heavy objects, etc.

An offer of re-employment **will be e-**mailed to the last known **e-mail** address of an employee whose services are terminated for lack of work requiring his or her presence on the job within **five** calendar days of the date thereof, shall terminate if unanswered at the end of the **five**-day period, and his or her re-employment privileges hereunder shall likewise terminate. The Company will maintain on active file all **e-mail** addresses furnished by the employees who have been laid off, but assumes no obligation to notify such employees other than by **e-**mail.

3.8 – Classification Policy

No employee shall have more than one classification. The Company assumes no obligation to maintain any specific number of employees in any given classification. The properly assigned duties of any job classification include any or all tasks or duties which are within the range of skill of the classification. Two general types of duties which fall within the range of skill are “parallel duties” and “downhill duties”: (1) Parallel duties are the duties normally associated with job classifications in related lines of work which carry the same wage rate as the job under consideration; (2) Downhill duties are duties normally associated with job classifications carrying lower wage rates in the same or related lines of work.

3.9 – Classification and Grade Changes

The Company agrees not to reclassify any employee for the sole purpose of lowering his or her salary or for the sole purpose of removing such employee from the bargaining unit as herein defined. Reclassification may be made, however, in connection with promotions and

transfers; for any of the causes listed in Section 6.3 (Causes for Disciplinary Action); or as the result of a shortage of work.

Changes in classification affect salaries in accordance with the reason for the change and the length of the employee's service. A description of the various ways in which classification changes affect salaries is contained in Section 4.1(D) (Pay Schedules).

(A) New Classifications: During the term of this Agreement the Company agrees that **if it** establishes a new classification**, the Company will establish a rate of pay based on a compensation analysis and notify the Union. The Union may request that a PACKS (Pay Analysis of Comprehension, Knowledge and Skills) study, as defined in Section 3.9 (C), be conducted no sooner than 12 months after the notice to the Union of the new classification.**

(B) Existing Classification Grade Changes: The parties may bargain about proposed increases or decreases to the grade level of any existing classification during general contract negotiations or mid-term by mutual agreement when major changes take place in an existing classification. If either party proposes to modify the grade level of an existing classification during the term of this agreement, the parties agree to confer in good faith, but neither party is required to give consent to mid-term grade level changes. However, if the parties agree to bargain mid-term, wage and market data must be used to support a grade level change, in conjunction with the PACKS Study process. If consent to bargain is reached, but

agreement on the grade change cannot be reached, the parties will use the same expedited arbitration process as outlined in Section 3.9(C).

(C) PACKS Study: A PACKS study is a collaborative process where the Company and Union will analyze the grade level of a classification. The analysis will involve market wage data of the same or similar positions in terms of skills, ability, and other job requirements, as well as other relevant data. In addition, job incumbent and supervisor interviews may be used to support a parties' position. The goal of the process is mutual agreement through the use of objective data and interviews. In order to provide the Union with data, the Union with the classification (Joint Certification, Local 483, or Local 522) may conduct interviews of employee incumbents. The Company will provide the relevant Union with a list of employees holding the classification as of the date of the request. The Union may select employees to interview, up to 10 employees. Employees to be interviewed will be cleared from regular work duties up to two hours with pay. The Company will provide, upon request, job related information, such as the job profile, Operator Qualification requirements, training requirements, or other relevant job data.

Once the parties have completed their independent analysis, they will schedule a meeting to discuss each parties' findings and engage in a period of good faith bargaining. In the event agreement is not reached, arbitration will be held under an expedited process requiring a bench decision by the arbitrator. Such arbitration shall be heard at the earliest date offered if

the parties are available. In the case of a newly created classification, the arbitrator will decide if the rate established by the Company is the appropriate rate in light of the evidence submitted by the parties. In the case of an existing classification, the arbitrator may only increase or decrease a grade level if the requesting party proves that major changes have taken place in classification and that such changes warrant an increase or decrease in grade level. The Company will pay the expenses of the arbitrator and the court reporter for up to two PACKS-related arbitrations per year.

3.10 – Refusal of Duties

The interpretation and application on the job of the Job Profile Index is a function of the supervisors of the Company. An employee shall not be entitled to refuse duties assigned to him or her during the course of his or her regular working hours based upon a conflict of opinion as to the proper interpretation of the Job Profile Index. Cases of such conflict are subject to the remedies provided in the grievance procedure. He or she shall not be entitled to refuse duties under any circumstances except as provided in the following paragraph.

An employee may refuse to perform duties assigned to him or her if he or she reasonably believes that performance of the duties would imperil the health or safety of the employee or other employees or create a hazard affecting Company operations or the safety of the public contrary to the provisions of Section 2.5 (Safety – Company/Union Policy). In such a refusal of duties an employee assumes responsibility for subsequently supporting his or her

position in the event of disciplinary action taken under provisions of Article VI (Disciplinary Conditions and Procedures).

When an employee who is represented by the Union is required to perform duties which are outside the range of skill in his or her classification or of the duties of parallel or lower level jobs in the same or related lines of work as described in the Job Profile Index, except as provided in Section 5.7 (Job Assignments During Inclement Weather) and as may be involved in going practices with respect to temporary promotion, the Union may file a grievance. If the grievance is sustained, the employee shall be paid for all work performed outside the skill range of his or her classification, from and after the date upon which the grievance is filed, at the rate called for under an appropriate classification. If the assignment of duties outside of the skill range of his or her classification is continued, the employee shall be appropriately reclassified, subject to the seniority provisions of this Agreement.

Article IV

TOTAL COMPENSATION

4.1 – Pay Structure

(A) Base Wages: Base wages will be increased by **3.00**% effective January 1, **2022**; **3.00**% effective January 1, **2023**; and **3.25**% effective January 1, **2024.**

The **Hourly** Pay Rates are as set forth in Appendix A.

(B) Pay Days: It is understood that each employee will receive payment at biweekly intervals and that payday shall be the Friday next succeeding the end of said intervals, unless Friday is a recognized holiday stipulated in Section 4.4(E) (Holidays), in which case payday shall be the preceding Thursday. In the event of a delay in the preparation or transportation of paychecks occasioned by circumstances not within the control of the Company, payday shall be the next day upon which the Company is regularly open for business.

When an employee is absent for authorized reasons on payday, he or she may request to have his or her check mailed to the address he or she has on file with the Company or he or she may make other arrangements in advance that are satisfactory to the employee and his or her supervisor.

(C) Less Than Satisfactory Employees: Effective with the signing of the Agreement, employees rated Less Than Satisfactory (LTS) overall for attendance or an unsatisfactory accident record will not receive a general

wage increase and/or, if applicable, a step-in-progression increase. The removal of the LTS rating requires one (1) year of satisfactory performance.

Effective with the signing of the Agreement, employees will not receive a general wage increase and/or, if applicable, a step-in-progression increase if they are rated LTS overall for unsatisfactory job performance. Once an employee is rated LTS overall for job performance and then achieves satisfactory performance, typically in 3 to 6 months, the LTS overall rating shall be removed. The employee must then maintain satisfactory performance for a sustained period of 180 days. Following such period the employee will be eligible for a general wage increase and/or step-in-progression increase.

When one year of satisfactory performance has been met as stated in the first paragraph above, or 180 days following removal of the LTS rating as stated in the second paragraph, the employee's wages will be as follows:

(1) An employee whose pay was at the top rate of pay shall be entitled to the top rate in the current schedule of Appendix A.

(2) An employee whose pay had not yet reached the top rate shall be entitled to the employee's step-in-progression rate in the current schedule of Appendix A at the time in the pay grade at which pay was suspended (time towards the next progression step will not be counted until the conditions in the first or second paragraph are met). Subsequent rate increases will follow the time intervals in the schedule of Appendix A.

(D) Pay Schedules: The Hourly Pay Rates Listed in Appendix A shall be applied as follows:

(a) Upon Hiring: The Starting Rate is the minimum salary to be paid new employees when they enter the Company's service.

(b) When Classification is Changed: When an employee's classification is changed, his or her salary shall always be based upon his or her regular classification (as distinct from temporary upgrading), and shall be affected in accordance with the reason for the change as follows:

(1) In case of Promotion, Transfer, Bid or Other Move to a Higher Job Classification: When an employee is promoted, transfers, bids or otherwise moves to a higher job classification, he or she shall be entitled to the lowest salary rate for the new classification that is at least $10.00 per week higher than his or her existing rate for his or her regular classification. However, the employee's rate of pay shall be no lower than any rate previously earned within the same type of progression and for the same or a lower classification existing in the progression in which the promotion or transfer occurs unless subsequent lower rates of pay resulted from demotions, transfers, bids or other moves to lower classifications or exercise of 56-day return rights.

(2) In Case of Transfer, Bid or Other Move to an Equivalent Job Classification: When an employee transfers, bids or otherwise moves to an equivalent job classification, he or she shall be entitled to his or her existing rate for his or her regular classification.

(3) In the Case of Transfer, Bid or Other Move to a Lower Job Classification: When an employee transfers, bids or otherwise moves to a lower job classification, he or she shall be entitled to the rate for the new classification that is next below his or her existing rate for his or her regular classification.

(c) After Assignment in Classification: If the employee is in pay progression in his regular classification, his or her first increase following assignment to the new classification shall be effective on the date of his or her next scheduled increase in his or her former regular classification. If the employee is at the maximum scheduled rate for his or her regular classification, rate increases shall follow the time intervals in the schedule of Appendix A. If an employee at the maximum rate has accrued time in a classification that is in the same type of progression and is parallel or higher to the new classification, the employee shall be entitled to no less than the step and pay progression point attained in that classification since reaching maximum.

4.2 – Overtime

(A) Overtime Policy in General: It is the policy of the Company that employees who would be considered as subject employees according to the definitions of the Fair Labor Standards Act shall receive compensation for overtime worked. Such employees will be referred to as “Overtime” employees and when, in accordance with established practice, overtime is paid, the overtime rate shall be time and one half, except as provided under paragraph (G) (Extensive Overtime Work) hereof.

The Company and the Union mutually agree that overtime work will be held to a minimum and that compulsory overtime work will be avoided wherever feasible. It is further agreed that the Company retains the right to take alternative steps to avoid overtime work. Where overtime work is assigned, the opportunity to work overtime will be spread as equally as practicable on a calendar-year basis among those qualified employees who perform the work on a straight-time basis at a given work location; subject, however, to the procedure outlined in the following paragraph hereof:

Overtime shall be tracked on a cumulative basis. Employees transferring into a work group during the year will be put on the overtime eligibility list at the overtime average for the group. The method of zeroing out of overtime shall be determined annually through mutual agreement in shop committee. Failure to agree shall result in all employees being zeroed out **as close to the beginning of year as practical, based on pay periods and payroll closing**. **The roster order for the prior year will be utilized until the zeroing out occurs.**

In order to maintain service to the public, it is agreed that the Company must and does reserve the right to require overtime work under certain circumstances. Nevertheless, this will be done only when, in the judgment of the responsible supervisor, the need for such work cannot adequately be met on a voluntary basis.

(B) Definition of Overtime: Overtime is defined as time worked **in excess of (8) hours per workday and any** time worked during nonscheduled working days**. Rest periods, including nine-hour rest periods, will count as hours**

worked for the purpose of calculating overtime. However, on days where hours in excess of (8) hours are worked due to an emergency or mandatory overtime, overtime will be paid based on all hours paid that day. Employees working on an Alternative Workweek Schedule (AWS) will be governed by the terms of Section 5.5 (C) and their AWS agreements, including the definition of overtime.

(C) Overtime Calculation: Overtime will be paid for all time worked in excess of **eight (8) hours per workday and any time worked during non-**scheduled **working days**, computed to the nearest **minute**. **Employees working on an Alternative Workweek Schedule (AWS) will be governed by the terms of Section 5.5 (C) and their AWS agreements, including the definition of overtime.**

(D) Time Sheets: Whenever overtime work has been performed, an employee whose time sheet for payroll purposes is filled out by another person may upon request inspect the time sheet at the end of the workday, or may inquire at the beginning of the next working day by phone in those instances where the time sheet is filled out at another location or has been filled out after the employee is released from work.

(E) Overtime Meal Allowance: An employee will be provided a meal allowance of $**14.50** any time his or her working time is ten hours and 30 minutes or more, or if he or she works a short-notice call-out of four hours or more (actual working time and travel time) that does not continue into his or her regularly scheduled workday. In addition, a**n overtime** meal allowance will be provided every five hours of continuous work after the employee has worked the ten

hours and 30 minutes, plus a time allowance of one-half hour in order to eat a meal.

A field employee working alone who has not been instructed otherwise **and is eligible for an overtime meal allowance,** under non-emergency conditions, **may** choose to eat a meal either before or after completing work.

In the case of a crew, the employee in charge will make this decision and notify the dispatch office if a meal break is being taken before completing work. An employee may similarly receive a meal allowance if a short-notice call-out has caused the employee to miss his or her usual meal.

(F) Short Notice Call-Out: A short-notice call-out occurs if, with less than 12 hours' notice, the employee is called out to work. Travel to and from a short-notice call-out which does not extend into the employee's regularly scheduled workday or which occurs on a scheduled day off is considered time worked and is paid. If the call-out extends into the regularly scheduled workday, travel time is not paid unless it is in excess of the employee's normal home to base commuting time.

Weekly or bi-weekly short-notice call-out volunteer rosters may be created. Callouts not filled through a voluntary roster will be offered to employees based on the Overtime Eligibility Roster within the Automated Roster Call Out System (ARCOS) or Overtime Eligibility List for departments not utilizing ARCOS.

Employees who decline more than 70% of short-notice call-out opportunities within a calendar year will be ineligible for other voluntary overtime

opportunities, unless ineligibility is waived by management. Employees will remain ineligible for such opportunities until their short-notice call-out acceptance is at or above 30%. For the purpose of determining an acceptance percentage, unanswered short-notice call-outs will be considered a single decline only after completing the applicable roster twice, and can only be considered if the short-notice call-out is for the employee's usual reporting district. Should the ARCOS system cycle through an entire district more than twice, employees who decline will only be considered to have declined a single opportunity.

If an employee is called out to work during a period not immediately preceding his or her scheduled workday, and is released from such duty prior to the commencement of his or her regularly scheduled workday, or is called out on his or her scheduled day off without having received at least 12 hours' notice prior to such call-out, the following shall apply:

(1) His or her travel time to and from work shall be counted as working time.

(2) For such a call-out, he or she shall be assured of receiving not less than two hours' time (working time plus travel time) at overtime pay, except that for a call-out dispatched to him or her on or after 11:00 p.m. and before 6:00 a.m., he or she shall be assured of receiving not less than four hours' time (working time plus travel time) at overtime pay.

(3) An employee who accepts such a call-out that is

subsequently canceled before he or she leaves his or her home, shall receive the minimum overtime payment he or she would have been entitled to receive had the employee actually reported to work.

(4) An employee not on-call who accepts and responds to the district or location of the short notice call-out within 45 minutes (or at an otherwise mutually agreed upon response time between local supervision and the responder at the time of the call) will be paid double the straight time pay rate for all hours worked.

(5) An employee not on-call who accepts and responds to the district or location of the short notice call-out within 45 minutes (or at an otherwise mutually agreed upon response time between local supervision and the responder at the time of the call) on a Holiday, as defined in Section 4.4 (E) of this agreement, will receive a $70 premium in addition to being paid double the straight time pay rate.

The four-hour minimum overtime guarantee period (working time plus travel time) for employees working swing shift or graveyard shift is 2:00 a.m. to 9:00 a.m. for swing shifts and 10:00 a.m. to 5:00 p.m. for graveyard shifts in lieu of the four-hour minimum overtime period between 11:00 p.m. and 6:00 a.m.

If a minimum overtime guarantee period extends into an employee's regularly scheduled workday, he or she will continue to be paid at the overtime rate in lieu of straight-time pay to the extent necessary to satisfy the two-hour or four-hour minimum overtime guarantee period. The balance of his or her time worked during his or her

regularly scheduled workday will be paid at the straight-time rate, except as provided below.

An employee called out on short-notice should be given a rest period of nine or more hours after release from duty if he or she does not have at least five continuous hours off (excluding working time and paid travel time) between: (A) 11:00 p.m. and 6:00 a.m. for day shifts; or (B) 2:00 a.m. and 9:00 a.m. for swing shifts, or (C) 10:00 a.m. and 5:00 p.m. for graveyard shifts.

The following conditions apply:

- Time not worked and not paid as travel on a two- or four-hour minimum is included as time off.

- In the absence of any instructions to the contrary, if the employee does not receive the five-hour rest period, the employee shall not return to the job until a lapse of nine hours, or until the start of his or her next regularly scheduled shift, whichever comes later. If he or she does return voluntarily, overtime for the regular shift shall be waived.

- To the extent the nine hours off the job extends into the employee's regularly scheduled shift, the employee will be paid straight-time rate.

When an employee has returned home after completion of a short-notice call-out, or has had a call-out canceled as provided above, and is called out again on a short-notice basis within the period for which he or she is guaranteed pay as defined above (two or four hours), the employee

shall be assured of receiving not less than the appropriate minimum pay period guarantee (two or four hours) from the time of the last call-out. In no event, however, will short-notice call-out guarantees be compounded.

Employees who use their personal cars, trucks, or motorcycles to report to the job or to their base location on a short-notice call-out that does not extend into the regularly scheduled workday shall be allowed the existing casual mileage rate**, as defined by the IRS,** per mile, subject to a minimum reimbursement of $5 per calendar day of such use (only one daily allowance for a single call-out that overlaps two calendar days). A personal car is one that is not a Company vehicle**, or a vehicle being rented/leased by the Company**.

(G) Extensive Overtime Work:

I. Twelve-hour Rule

Under some conditions, an employee may be required to be on duty during an extended interval of time. Time worked includes required standby at the job site, base location, etc., but excludes time spent at home, motel, etc., and time not worked during a two-hour or four-hour call-out minimum. Travel time to and from work is paid if it does not coincide with the regularly scheduled workday. Double the straight-time rate is paid for time worked in excess of 12 continuous hours or 12 cumulative hours occurring at different intervals since the employee's last period of nine or more hours off the job. Double-time payments for time worked continue until a rest period of nine or more continuous hours is achieved.

(1) In calculating the 12 hours toward extensive overtime, all time worked since the last rest period of nine or more hours, including regularly scheduled shifts, time worked on short-notice call-outs, and travel time which does not extend into a regularly scheduled shift, are considered.

(2) A rest period is defined as the lapse of time occurring between being released from duty at the job site or at the base location, plus any paid travel time, and the time of reporting back to work. Paid travel time is not considered as part of the rest period.

A rest period of nine or more continuous hours off the job is required between any period of time worked, as defined above, to avoid accumulation toward 12 cumulative or continuous hours or to stop double-time pay after an employee is already in a double-time pay situation for extensive overtime.

Time taken for meals at the job site in conjunction with work is considered working time. Ordinarily, mealtime is not considered working time; however, time is paid for meals eaten at the job site.

In the event that an employee is excused by his or her supervisor from working a portion or all of his or her regularly scheduled workday because the employee has been on an extended overtime assignment, the employee shall be paid at the straight-time rate for any such regular hours that are not worked.

The extent of excused time shall be determined by the mutual agreement of the employee and his or her supervisor after discussion of the work requirements of the

job and the physical condition of the employee. If a dispute occurs, the decision of the supervisor shall stand at the time, but shall be subject to the grievance procedure in those cases where the employee believes the extent of excused time to have been insufficient because of his or her physical condition.

In the absence of any instructions to the contrary, after the extensive overtime work assignment is over, the employee shall not return to the job until a lapse of nine hours or the start of his or her next regularly scheduled shift, whichever comes later. If he or she does return sooner voluntarily, double-time payment shall be waived for all time worked after he or she returns.

II. Consecutive-Day Rule

When an employee works for seven consecutive days, all time worked on the seventh day and all succeeding scheduled days off without a full day off, will be paid at double-time rates. This section covers full days and call-outs for partial days.

For purposes of determining eligibility under the Consecutive-Day Rule, days not worked, including paid and unpaid time, are not considered.

Employees who trade with other employees and thereby work on their scheduled days off, shall not be entitled to the double-time premium hereunder. Time worked on a traded day will not count toward eligibility for double-time pay under this section unless the traded day becomes a mandatory workday.

(H) Emergency Postponement of Lunch Periods: Operating emergencies may force unusually long postponement of the lunch period. In such cases, the Company will comply with applicable state and federal laws.

(I) Planned Call-Out Policy: When an "8-hour" call-out is offered to employees on a holiday or on a scheduled day off, it is the Company's expectation and intent to provide 8 hours of work if such work is available. If during the day in question it develops that there is not enough work for everyone, the following procedure shall be followed, in sequence:

(1) Employees who call in shall be offered the opportunity to quit work before 8 hours if they wish to do so.

(2) Useful work shall be assigned to those who wish to continue working, to the extent practicable.

(3) If no useful work can practicably be assigned, the remaining employees shall be released. Paid "standby" is used only to the extent that the Company may decide it is needed to cover emergency needs.

If a planned call-out is canceled with less than 10 hours' notice, the affected employees shall receive two hours' overtime pay, whether or not they report to work at the previously established time of the planned call-out.

4.3 – Premiums

All premium rates listed **in the table** shall be **increased 3.00%** effective January 1, **2022**; **3.00**% effective January 1, **2023**; and **3.25**% effective January 1, **2024**.

Premium	Rate 2021	Rate 2022	Rate 2023	Rate 2024
Swing Shift	$1.69/hour	$1.74/hour	$1.80/hour	$1.86/hour
Graveyard Shift	$2.16/hour	$2.23/hour	$2.29/hour	$2.37/hour
Split Days Off	$.0.78/hour	$.0.81/hour	$.0.83/hour	$.0.86/hour
Special Split Days Off	$1.85/hour	$1.91/hour	$1.97/hour	$2.03/hour
Sunday	$4.07/hour	$4.19/hour	$4.32/hour	$4.46/hour
Weekday On-Call	NA	$30.00/day	$30.90/day	$31.90/day
Weekend On-Call	NA	$60.00/day	$61.80/day	$63.80/day
Holiday On-Call	NA	$80.00/day	$82.40/day	$85.07//day
Bilingual	$0.81/hour	$0.84/hour	$0.86/hour	$0.89/hour
Class A/B License	$0.25/hour	$0.25/hour	$0.26/hour	$0.27/hour
Roving Construction	$0.25/hour	$0.25/hour	$0.26/hour	$0.27/hour
Arc Welding/Large Pressure Control	$1.00/hour	$1.03/hour	$1.06/hour	$1.09/hour
Low-Hydrogen Welding	NA	$1.00/hour	$1.03/hour	$1.06/hour

(A) General Statement: Employees who are scheduled and who work on the swing **or graveyard** shift shall receive premium pay at the rate **indicated in the premium table** per hour worked on such shift. A scheduled shift is one that is part of the 40-hour workweek (including holidays that fall within an employee's 40-hour workweek). Employees who are scheduled to work and who work a combination of a regular eight-hour day and a swing or graveyard shift during a scheduled workweek of seven days shall receive triple the applicable premium rates herein and in paragraphs (C) and (D). The foregoing premium rates do not apply to temporary and part-time employees.

(B) Definition of Shifts:

(1) Swing Shift: All shifts beginning on or after 12:00 p.m. but before 8:00 p.m. and all shifts beginning on or after 4:00 a.m. but before 6:00 a.m. shall be considered swing shifts.

(2) Graveyard Shift: All shifts beginning on or after 8:00 p.m. but before 4:00 a.m. shall be considered graveyard shifts.

(C) Split Days Off: Any full-time employee whose regular straight-time schedule for the workweek provides a day off that is not directly preceded or followed by another day off (whether or not within the same workweek) shall receive premium pay at the rate **indicated in the premium table** per hour for work performed on such schedule throughout the week. An employee on such a schedule who has a scheduled day off on Tuesday, Wednesday, or Thursday, or an employee who works a six-day schedule with two scheduled half-days off, shall receive premium pay at the rate **indicated in the premium table** per hour for work performed on such schedule throughout the week.

(D) Sunday Work: Employees who**se** work**day is scheduled to begin** on Sunday shall receive premium pay at the rate **indicated in the premium table** per hour worked on such schedule. Employees who**se** work**day is scheduled and begins** on the swing shift or the graveyard shift on Sunday shall receive shift premiums in addition to the Sunday premium.

(E) On-Call Pay: Employees who serve on on-call

assignments must **be able to respond to calls within a reasonable period of time, which may vary from district to district.** The employee has the responsibility of ensuring that his or her communications equipment (telephone, pager, radio) is working properly and to have such equipment at his or her disposal at all times during the on-call period. The employee shall immediately notify the Company of any malfunctioning communications equipment and agree upon an alternative means of contact.

Employees who serve on a week-long, weekend, or holiday on-call assignments during off-duty hours as a job requirement shall receive a daily premium. Weeklong assignments shall be made on a Friday-to-Friday basis. Employees who serve weekday on-call assignments shall receive a daily premium of $30, employees who serve weekend on-call assignments shall receive a daily premium of $60. Employees who serve a holiday on-call assignment shall receive a daily premium of $80 in lieu of the regular weekday or weekend premium. Such premium**s** shall be paid for the **day** that includes all or most of the time of the on-call assignment.

If on-call assignments are established in additional groups that do not have such assignments as of the effective date of this Agreement, employees who are regular incumbents in the jobs affected shall have the right to refuse such assignments unless they have first been negotiated with the Union. It is understood, however, that on-call assignments may be required of employees who have been informed of the requirement prior to entering the job on a regular basis.

The Company will limit on-call assignments to locations or times where ARCOS SNCO does not provide adequate coverage, as determined by the Company.

The Company further agrees to furnish to the Union a comprehensive and regularly updated list of all districts and departments, and their assigned ARCOS SNCO/On-Call procedure. In the event of any districts changing from ARCOS SNCO to On-Call, or On-Call to ARCOS, the Company will promptly notify the Union prior to implementation via the 5-day JSC letter.

Except where only two qualified employees are based in the area, on-call assignments shall be made no more frequently than once every third week to any one employee, except for necessary trading off for vacations, illness, etc., or for more frequent assignments that are strictly voluntary. In a few isolated locations having only two qualified employees (in or out of the bargaining unit), on-call assignments are rotated between those two. After on-call assignments have been established in a particular group, such assignments may be filled on a voluntary basis by mutual agreement in Shop Committee, as long as sufficient numbers of volunteers are available. Such arrangements, however, do not remove the normal requirement that the employee is subject to on-call if needed. Mandatory on-call in accordance with the provisions of this section shall be imposed whenever insufficient numbers of volunteers are available.

In the event an on-call assignment is vacated for any reason, the vacated assignment will be posted with as

much notice as possible and will be offered in seniority order to volunteers at the location. In absence of volunteers, where feasible, the Company will make every attempt to offer the assignment to volunteers at neighboring locations that are within an acceptable response time, as determined by the Company. In the absence of volunteers from neighboring locations, the on-call assignment will be assigned to the least senior employee at the location of the vacancy, given the least senior employee does not have any prior vacation already approved during the period of the assignment. If the least senior employee has pre-approved vacation during the period of the assignment, the next employee with the least seniority without pre-scheduled vacation will be given the assignment. If due to previously approved vacation there are no employees available to assign the entire vacant on-call assignment, management may assign, in inverse seniority, portions of the on-call period to multiple employees to fill the entire period.

If an employee, in order to cover a potential emergency situation, (1) is assigned overnight to a specific motel or hotel away from home and is required to remain at that location to await possible calls to active work; and (2) within a period of 24 hours following the start of such assignments does not accrue overtime for paid travel time and working time of at least 8 hours, the Company shall grant such employee additional overtime pay up to a total of 8 hours. If the assignments continue beyond 24 hours, the employee will in the same manner be assured of receiving at least 8 hours' overtime pay for each 24 hours

of the assignment, with prorated payments calculated to the nearest even hour for additional periods of less than 24 hours.

Employees assigned an on-call while away from home will receive no less than eight hours of overtime pay for each twenty-four-hour period on the assignment. Any hours worked while on the assignment that generally constitutes overtime will count towards the minimum of eight hours overtime guaranteed within any twenty-four-hour period. While on the assignment, employees who work a regular eight-hour shift will receive overtime pay in lieu of straight time pay for the entire regular shift worked. However, this is only to ensure the employee receives a minimum of eight hours of overtime pay. Should the employee work additional time that qualifies as overtime outside of their regular shift, their regular shift hours will be adjusted to reflect straight time in the same amount of time worked outside of their regular shift. An employee on this assignment will only receive greater than eight hours of overtime should they work greater than eight hours of overtime in any twenty-four-hour period. Prorated payments of overtime will be calculated to the nearest even hour for additional periods of less than twenty-four hours.

The employee shall also receive On-Call Pay according to the length of his or her assignment, in proportion to the On-Call premiums specified in this Section.

(F) Bilingual Premium: Employees who are qualified in a second language and are assigned bilingual contact

responsibilities with customers, and the position is identified in **E-**Bid as “bilingual”, shall receive a premium **rate as indicated in the premium table** per hour.

Once assigned, employees with bilingual responsibilities may not voluntarily transfer to available non-bilingual positions within the job progression for one year.

(G) Class A/B License Premium: Employees who are required to maintain a Class A or B driver’s license shall receive a premium as indicated in the premium table for time worked (excluding Transportation Logistics Representatives).

(H) Roving Construction Crew Premium: LCTs, ETDS, and CTs will receive a premium rate as indicated in the premium table for time worked while on a roving construction crew. LCTs and ETDs will immediately be eligible for the premium upon their effective date on the roving construction crew. CTs will receive the premium after 15 months on the roving construction crew.

(I) Lead Construction Technician Is trained and qualified to perform arc welding or large pressure control (Phase I and II) will receive a premium as indicated in the premium table for all hours worked.

(J) Low-Hydrogen Welding Certification: All employees who maintain a low-hydrogen welding certification shall receive a premium as indicated in the premium table. Employees may only receive the Arc

Welding or Low Hydrogen Welding premium, but not both.

(K) Effective January 1, 2022, Employees with five or more years of service as an Energy Technician Residential will receive a premium of $1.50 per hour.

4.4 – Benefits

(A) Vacation:

I. Vacation Allowance

Paid vacation is as follows: a regular employee who completes his or her first year of service shall be entitled to vacation pay in accordance with the following table:

Month of Employment	Hours of Vacation
January and February	80
March	72
April	64
May	56
June	48
July	40
August	32
September	24
October	16
November	8
December	0

In and following the subsequent calendar year:

Years of Service Completed	Hours of Vacation
1	80
6	120
16	160
24	200
32	240
36	280

Service years are completed service with the Company, running from the day, month and year recorded as the official date of the employee's entry into such service.

In the calendar year in which the fifth year of service is completed and in each fifth year thereafter, a service anniversary vacation allowance of one calendar week or 40 hours shall be granted in addition to the employee's regular vacation allowance for that year.

If an employee returns after July 1 from a continuous absence from work of six months or more, the employee's vacation allowance for that year shall be reduced by one-sixth for each month or fraction thereof between July 1 and the date of the employee's return. Such reduction shall be calculated to the nearest full workday. Such reduction shall count toward the requirement set forth in the following paragraphs covering Conditions Governing Vacation Allowance that an employee must take a vacation of at least one workweek each year. If the employee already has had a vacation in the current calendar year, no reduction shall be applied in the following year.

II. Conditions Governing Vacation Allowance

Insofar as possible, vacations shall be scheduled on a voluntary basis with respect to the normal choice of the employee and the operating necessity as determined by the Company. Vacation shall be scheduled in accordance with Company needs at any time during the calendar year. Effective January 1, 2014 and thereafter, vacation used at the end of one calendar year, which continues into the beginning of the following year (e.g., vacation taken from December 23, 2013 through January 8, 2014) will be charged against the vacation allowance for the calendar year in which the vacation is used. An active employee may schedule the following year's vacation to begin on the first workday of the new year unless he or she is off without pay (or with pay for other than scheduled vacation) at the end of the year. Subject to operating needs, such vacation may coincide with the previous year's allowance. However, an employee must work at least one day in the new year following an absence for reasons other than prior scheduled vacation before being entitled to the new year's Vacation Allowance.

Vacations are scheduled in minimum increments of whole days. Use of vacation allowances in one-hour increments may be authorized up to a maximum of the total scheduled shift for eight (8) and ten (10) hour schedules, when operating necessity permits, at the request of the employee or for Personal Business reasons when the Personal Business allowance is depleted.

Employees who take a vacation of at least one workweek may add the remainder to their vacation in a later year; provided, however, that the maximum vacation allowance

that may be carried over from one year to the next is three calendar weeks or 120 hours (four calendar weeks or 160 hours for employees with 25 or more years of service) plus any odd hours less than one day. Holiday credits earned during the year will not be counted in calculating the 120-hour or 160-hour maximum that may be carried over. Unused holiday credits are carried over to the next year and remain holiday credits until used or cashed out when employee terminates or leaves the Company voluntarily.

Should a recognized holiday, as provided herein, coincide with an employee's scheduled vacation time, equivalent time will be added to the employee's vacation allowance. However, in order to grant prime vacation time to the maximum number of employees consistent with Company needs, vacation periods may be assigned in even workweek units. Should an employee be left with an odd day or two of vacation because of this requirement, he or she may to the extent necessary exceed the maximum accumulation of vacation at the end of that year upon application to the employee's supervisor.

Should an employee be off sick on his or her scheduled vacation time, the employee will be permitted to change his or her vacation to a subsequent date, which will not conflict with another employee's vacation. Any employee who shall become ill during his or her vacation period may be permitted to cancel the remaining period of such vacation and reschedule it for a date subsequent to the employee's return to duty and for a period which will not conflict with another employee's vacation; provided that such employee shall notify the appropriate supervisor of the situation at the onset of the illness and shall present appropriate written evidence of such illness upon return to duty.

An employee whose service terminates after the completion of his or her first year of service shall receive payment for any portion of his or her first year's vacation allowance that has not been used plus one-twelfth of the employee's second year's vacation allowance for each completed month of service in the employee's second service year. An employee whose service terminates after the completion of his or her second year of service, or who terminates on or after July 1 in any subsequent calendar year, shall receive payment for any portion of his or her vacation allowance that has not been used. An employee who terminates before July 1 in the calendar year in which he or she completes or would complete his or her third or subsequent year of service shall be eligible for one-sixth of his or her current annual vacation allowance for each completed months of service in the calendar year. If, at the time of termination, an employee already has taken more of his or her vacation than the applicable prorated allowance provided above, the employee **is required to pay the Company back for the used unaccrued vacation or agree to have that amount withheld from their final paycheck**, **or otherwise mutually agreed upon circumstance,** unless such used vacation was completed two weeks or more prior to the last day of work.

III. Vacation Periods

Vacation periods shall be assigned to employees in strict seniority order. However, in order to assure seniority preference for their entire vacation period, employees who have accumulated extra vacation must declare their intention to use it by **March** 1. Employees who split their vacations shall have only one seniority preference, except

that seniority preference may be applied to any remaining unscheduled vacation time after all other employees in the scheduling group have expressed their first preference.

With the exception of those employees who change jobs or work locations under Article V, (Position Opportunity System) employees may carry with them one vacation period (consecutive days) of their choice which had already been approved and scheduled prior to the move.

IV. Buy Vacation Policy

Represented employees have the option to buy vacation as follows:

- Employees may purchase up to 40 hours of vacation in 8-hour increments.
- Any purchased vacation is used last.
- Any purchased vacation not used or pre-posted by the last pay period of any given year, will be paid out in the last paycheck of the year.
- Annual base pay as of August 31 is used to calculate purchased vacation. (This date is currently used, and may be changed in future years to accommodate administrative requirements.)
- The election to buy occurs annually and only during open enrollment. Purchased vacation is paid for by payroll deduction.

(B) Sickness Allowance: (Short-term Annual Accrued Sickness Allowance and Extended-term Paid Sickness Leave)

Short-term Annual Accrued Sickness Allowance:

Employees **shall receive short-term annual sickness allowance upon hire according to the following table**

Month of Hire	Short-Term Sickness Allowance
January	48 hours
February	44 hours
March	40 hours
April	36 hours
May	32 hours
June	28 hours
July	24 hours
August	20 hours
September	16 hours
October	12 hours
November	8 hours
December	4 hours

On the January 1st following an employee's hire date they will be awarded 80 hours of short-term annual sickness allowance. All subsequent years, employees will receive 80 hours of short-term annual sickness allowance on an annual basis.

Fifty percent of an employee's short-term annual accrued sickness allowance may be used to attend to an illness **or preventative care** of the employee's **family member as that term is defined in California state and applicable local laws. Family member is currently defined to include an employee's spouse, child, parent, parent-in-law (including parent of registered domestic partner), registered domestic partner, grandparent, grandchild, sibling, and any individual related by blood or affinity whose close association with the employee is the**

equivalent of a family relationship. The Company reserves the right to verify the illness of an employee's **family member.**

Employees may use their Short-term Annual Accrued Sickness Allowance for their own medical and dental appointments, without it counting as an occurrence.

Unused Short-term Annual Accrued Sickness Allowance at the end of a calendar year will become part of the Extended-term Paid Sickness Leave beginning the following calendar year.

Definition of Short-term Annual Accrued Sickness Allowance: any illness that is 3 days (24 hours) or less.

Extended-term Paid Sickness Leave:

Extended-term Paid Sickness Leave may only be used for absences greater than three consecutive days for any illness.

Employees with 20 or more years of service on 1/1/09 will have added to their Extended-term Paid Sickness Leave, one additional week each year. Employees who attain 20 years of service after 1/1/09 are not eligible for the additional week of Extended-term Paid Sickness Leave each year.

An employee's Extended Term Paid Sickness Leave is not an annual accrual and is not subject to use for **the employee's family member**.

Any employee whose Extended-term Paid Sickness Leave

has been exhausted may elect to apply unused Short-term Annual Accrued Sickness Allowance to his or her extended sick leave allowance. The option to retain Short-term Annual Accrued Sickness Allowance does not apply when eligible employees transfer to Long Term Disability.

Conditions Governing Sickness Allowance:

An employee who is unable to work due to sickness is required to notify his or her supervisor, or someone designated to receive such notice, as promptly as possible in the manner established and posted for the district or department. In a line of work in which a substitute must be secured for each absent employee, the supervisor in charge shall determine and post the time and conditions under which advance notice of absence due to sickness shall be furnished. Notice of absence due to sickness may be given personally by the employee or through another person. When notice is not provided, Sickness Allowance shall be paid only when the **illness** is verified by a physician, and when the employee furnishes evidence that circumstances beyond his or her control prevented giving notice.

The Company reserves the right to verify the disability of any employee through its own medical staff or by requiring a doctor's certificate in connection with the payment of Sickness Allowance or Disability Benefits. With the exception of employees who have open workers' compensation cases, and thus recourse through an Agreed Medical Examiner or Workers' Compensation Appeals Board, when there is a disagreement between the employee's medical doctor or psychiatrist and the Company medical staff regarding whether the employee is

medically able to work, a third doctor shall be randomly selected from a list of doctors that is maintained by the Company solely for purposes of obtaining third medical opinions. The doctors on the list shall not be affiliated with the Company as a senior medical consultant and shall be independent from the medical clinics to which the Company makes referrals on a regular basis. The list shall include up to six general practitioner M.D.s and up to six specialists in each major specialty category, and random selection (from the general practitioner or specialty list that is most relevant to the employee's disability) shall be through Employee Care Services.

If the Company medical staff's decision is upheld, the employee shall pay the full cost of obtaining the third opinion and no Sickness Allowance will be granted. If the employee's doctor's opinion is upheld, the Company will pay for the third opinion and transportation costs and will grant Sickness Allowance (if available) for the actual time of illness. The Company will pay for third party medical evaluations when determining LTD benefits. Upon returning to work from a disability, an employee will receive the allowance he or she would be entitled to for the current year. Such an employee who returns to work, but then must leave work within a period of 180 days for reasons related to the original disability, will be immediately reinstated to the disability payroll without benefit of any sickness or vacation allowance. Such an employee who is assigned to light duty without change in classification, but is returned to disability because of lack of light duty work, shall not be eligible for a new annual Sickness Allowance but shall be eligible for a Vacation Allowance in the new calendar year.

For retirements on or after 12/1/09, the value of a portion of unused sickness allowances will be credited to a Health Reimbursement Account at retirement, as outlined in Appendix F. Employees will only be required to exhaust their **Short-term Annual Accrued Sickness** and 50% of their **Extended-term Paid Sickness Leave** before moving to the LTD plan. Employees who want to exhaust more than 50% of their accumulated Extended-**t**erm **Paid** Sickness **Leave** will need to notify the Company.

In order to be eligible for benefits under the Long-Term Disability Plan (Appendix G), employees will be required to exhaust their Short-term Annual Accrued Sickness Allowance, 50% of their Extended-term Paid Sickness Leave, and all extension of Extended-term Paid Sickness Leave due to integration with state disability insurance and/or workers' compensation (if any). Upon notification to the Company, employees will have the option to access the remaining 50% of their Extended-term Paid Sickness Leave.

Any employee whose Sickness Allowance has been exhausted under the terms above, may elect to apply unused Vacation Allowance, including any holiday credits earned under the provisions of Section (E) (Holidays) below, for which he or she was eligible at the commencement of his or her absence, for additional absence on account of sickness or injury. If sufficient unused Vacation Allowance is available, the waiting period of 28 or 60 calendar days (based on the employee's individual benefit selection made during open enrollment) prior to the effective date of Disability Benefits under the Long Term Disability Plan (Appendix G) may be extended

until the first day after all or any part of such Vacation Allowance has been used.

Catastrophic Sickness Allowance:

Effective 1/1/10, a Catastrophic Sickness Allowance will be established for employees in active service who were hired on or before 2/25/09, in addition to all their other sick leave. Catastrophic Sickness Allowance is available only to employees who, in rare cases, have a catastrophic illness/injury two years in a row, back-to-back and use up all their sick time in the first year for the first incident and all their available sick time in the second year for the second incident. This paid time is available only for the second catastrophic illness/injury. Employees hired after 2/25/09 will not be eligible for the Catastrophic Sickness Allowance.

For eligible employees*, the Catastrophic Sickness Allowance will be based on completed years of service by the end of the calendar year in which the disability begins as follows:

Years of Service	Catastrophic Sickness Allowance Hours
3	40
4	40
5	80
6	120
7	160
8	200
9	240
10+	280

** Effective January 1, 2010, part-time employees who were hired on or before February 25, 2009, who subsequently move to a full-time position will be eligible for the catastrophic sickness allowance after completion of three years or more of regular employment. Part-time employees hired after February 25, 2009, who subsequently move to a full-time position, will not be eligible for the catastrophic sickness allowance. Also, see part-time Letter Agreement dated 10/1/2015.*

The Catastrophic Sickness Allowance will be replenished at the beginning of each calendar year.

To access the Catastrophic Sickness Allowance, 100% of all available Short-term Annual Accrued Sickness Allowance and 100% of all available Extended-term Paid Sickness Leave (including any extension of Extended-term Paid Sickness Leave due to integration with state disability insurance and/or workers' compensation) must be exhausted. The option of using only 50% of Extended-term Paid Sickness Leave does not apply.

The Catastrophic Sickness Allowance will be available for a disabling medical condition that lasts more than 14 continuous calendar days and meets all other eligibility criteria. Employees must wait 14 continuous calendar days following the exhaustion of all available sick time before accessing the Catastrophic Sickness Allowance. This 14-day waiting period will be without pay unless the employee chooses to use vacation or holiday credits.

The Catastrophic Sickness Allowance can only be used to carry the employee through the Long-Term Disability Plan waiting period chosen by the employee during annual open enrollment.

An employee who returns to work after accessing the Catastrophic Sickness Allowance, but then must leave work within 14 continuous calendar days for reasons related to the original disability, will be allowed to immediately access any unused Catastrophic Sickness Allowance, without a new waiting period.

Access to available Catastrophic Sickness Allowance hours will be facilitated through Employee Care Services, in conjunction with the employee's healthcare provider.

Use of the Catastrophic Sickness Allowance will be governed by existing provisions contained in Section 4.4 (B).

The Catastrophic Sickness Allowance is not eligible for the HRA.

(C) Industrial Accident Allowances: Any regular employee who has completed six months of service and who is injured in an accident under which he or she is entitled to the benefits of the California Workers' Compensation Law shall have his or her compensation payments supplemented by the unused Sickness Allowance provided by Section (B) (Sickness Allowance) above, in the following manner: his or her current unused Sickness Allowance at the onset of the industrial disability figured in dollars shall be available to raise his or her total payments to equal straight-time pay for the scheduled working hours until such Sickness Allowance shall have been exhausted. If sufficient unused Sickness Allowance is available, the waiting period of 28 or 60 calendar days prior to the effective date of Disability Benefits under the Long Term Disability Plan (Appendix G) shall be extended until the day that such Sickness Allowance is depleted to the point that it produces a lower benefit than the employee is eligible for under the Long Term Disability Plan (Appendix G). After a portion of the employee's Sickness Allowance has been used as provided for above in case of industrial disability, any remaining portion of his or her Sickness Allowance figured in dollars shall be available for application in subsequent cases of sickness

or industrial injury.

Unused Vacation Allowance may be applied in the same manner, on the basis set forth in Section (B) (Conditions Governing Sickness Allowance), provided that any remaining portion of the Vacation Allowance figured in dollars shall be rounded to the nearest full day and considered to be unused vacation.

(D) Family and Medical Leaves of Absence; Paid Parental Leave: In addition to other leaves provided for in this Agreement, Employees will be entitled to family care and disability related leaves of absence consistent with Federal and State law, and as outlined in the SoCalGas Leaves of Absence under the Family and Medical Leave Act (FMLA), Medical Leaves of Absence for Employees in California, Reasonable Accommodation of Persons with Disabilities Policy, and Parental Leave Program for California Employees. Employees, disabled by childbirth, will have the choice as to whether they prefer to receive benefits under the Parental Leave Program which requires exhaustion of 100% of sick leave or through the Company's Long Term Disability Policy which requires the exhaustion of at least 50% of sick leave.

The Parental Leave Program (PLP) provides salary continuation (100% straight time salary) to full-time employees during periods of leave necessitated by a pregnancy disability and/or for bonding following the birth or adoption/foster placement of a child. For women, the PLP provides salary continuation covering time off taken during pregnancy and after birth, up to a

maximum of 12 weeks. For all employees, the PLP also provides salary continuation for time away from work for bonding following the birth or adoption/foster placement of a child, up to a maximum of eight (8) weeks. This is a summary of the PLP benefits available. The complete details of all the benefits, eligibility, and other criteria are covered in the PLP policy, which governs this benefit, can be found under the HR Policies section of Gaslines.

(E) Holidays:

The holidays observed by the Company are:

New Year's Day	Veteran's Day (Nov. 11)
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day*
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	

*Consistent with workload and public service requirements, certain employees may be scheduled to work on this day.

The Day before Christmas holiday shall be observed on December 24, except when Christmas is on Sunday or Monday, when it shall be observed on the preceding Friday.

In addition, upon completion of six months of service, each employee shall be eligible for two holiday credits in the current calendar year and in each calendar year thereafter in which the employee is actively at work during some portion of the year. **On the January 1st following completion of ten years of service, each employee shall be eligible for a total of three holiday credits in the current calendar year and in each calendar year**

thereafter in which the employee is actively at work during some portion of the year.

These holiday credits will be treated as additional earned holiday credits as provided below. By giving his or her supervisor at least two weeks' advance notice, any employee may elect to have one of these holidays on his or her birthday. If the employee's birthday falls on a day off, the employee may specify the workday nearest his or her birthday. If the employee's birthday falls on a single day off, he or she may specify either the workday preceding or the workday following. Employees whose birthday is February 29 shall exercise their holiday option as of February 28. The Company further agrees, with the same advance notice, that it shall make every reasonable effort to allow employees to use their holiday credits to meet a bona fide religious need to take a day off for a religious holiday or function, subject only to the right of the Company to require attendance in an operating emergency.

Employees may be scheduled to work Sundays as part of their regular schedule, where operations or service require the maintenance of such schedules, without becoming eligible for overtime compensation.

(1) If any of the holidays observed by the Company fall on Sunday, it shall be observed on the following Monday.

(2) If an employee works one or more of the recognized holidays on a regular shift, the employee shall receive overtime pay for that day or may elect to have equivalent time off added to his or her holiday credits.

(3) If a holiday falls on Sunday, or if Christmas falls on a Sunday or Monday, and is part of the employee's regular schedule, he or she may elect to receive overtime pay for the actual holiday or to have equivalent time off added to his or her holiday credits. The actual holiday shall be in lieu of the Company-observed holiday and the employee must work the actual holiday.

(4) All time worked after eight hours on a holiday shall be paid at double the straight-time rate.

(5) If a recognized holiday coincides with an employee's scheduled day off, the employee shall have equivalent time off added to his or her holiday credits.

(6) Holidays added to an employee's yearly holiday credits may be taken at any time after the holiday occurs.

(7) Employees may request to use holiday credits for federal or state holidays not observed by the Company, workload permitting and with 5 days' notice.

(8) If an employee terminates his or her employment before his or her additional earned holiday credits have been used, the employee shall receive one day's pay at straight-time for each day of unused credit, at the rate in effect at the time of the employee's termination. **The exception to this rule is retirement, upon which the value of the eligible retiree's unused Holiday Credits will be placed into their Healthcare Reimbursement Account (HRA).**

(9) The **Hourly** Rates in Section 4.1 (Pay Structure) include payment for the holidays which occur within the employee's working schedule.

(F) Leaves: Military and Personal

I. Military Leave of Absence

Any regular employee of the Company who enters the armed forces of the United States under the provisions of the Uniform Services Employment and Reemployment Rights Act of 1994 or any amendment thereof shall be subject to the practices outlined in this Section (probationary employees shall be entitled to the benefits provided by law):

(1) Any such regular employee shall automatically receive Leave of Absence for the full period of active duty required, with no impairment of seniority, and with the right to return to work if requested by him or her within the 90 calendar days next following the end of such active duty, provided the Company's circumstances have not so changed as to make such return to work impossible or unreasonable. However, Life Insurance and Disability Insurance Benefits as provided by the Life Insurance Plans and the Disability Benefit Plan shall be suspended during the term of such leave.

(2) The employee shall be entitled to be paid out for any vacation he or she may have earned at the time the employee is called to or volunteers for such active duty and, in addition, will be granted one week's time with pay as a military separation allowance. An employee returning from active duty whose vacation allowance is reduced by

one week or more in the calendar year in which he or she returns will be granted one extra week of vacation in the following year.

(3) The following time allowances and Leave of Absence practices shall be observed where employees are called out for short-term encampments, and intensive military training periods of less than one year: employees who are members of the Officers' Reserve, National Guard, Naval Reserve, and like organizations, will be allowed annually, in addition to their regular vacation, one week's time with pay for attendance at encampments or other prescribed training. The one-week allowance may be made in any units of one working day or more that the employee is required to be absent from his or her job. The Company will require satisfactory evidence of attendance.

For the leaves identified in numbers 2 and 3 above, starting with the second week of military leave and for the duration of the leave for a maximum of five (5) years, if such employee provides the Company with a copy of their first military Leave and Earnings Statement (LES) and at least one LES by the end of each quarter of the leave, the Company will pay such employee the amount, if any, by which the compensation he or she receives from the Government is less than his or her regular Company straight-time pay would have been for the same period. Such items as subsistence, travel, uniform, and other allowances will not be included in computing the compensation received from the Government.

II. Personal Leave of Absence

Upon written application to his or her supervisor, a regular

employee may be granted a leave of absence without pay and without loss of seniority, for a period of 30 calendar days or less for personal reasons other than to work for another employer, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work as determined by the Company.

Such leave of absence shall become effective on the date and at the time the employee is first absent from work by reason of such leave and shall terminate as of the date and time the employee resumes active work. It shall be understood that during such leave of absence the employee is not carried on the payroll and that he or she will not be paid for any holiday occurring during the leave. However, in cases of leaves of absence granted under this section or for short-term military encampments as described in the above section on Military Leave of Absence, an employee will be granted holiday pay for a holiday observed on his or her regular working day immediately preceding the employee's return to work. In the event a shortage of work occurs while an employee is on leave of absence, such employee will be considered as if at work, and any necessary reclassification or layoff shall be governed by his or her seniority rights and qualifications as compared with those of all other employees affected. An employee on leave of absence at the time of a layoff for lack of work shall be entitled to rehiring rights as though he or she had been at work at the time of such layoff.

Where an employee does not return to work upon expiration of a Personal Leave of Absence as provided above, the employee's employment is terminated. In such circumstances, where an employee who has completed

five or more years of service prior to his or her termination, is unable to return to work because of a severe illness or injury to a member of his or her immediate family, and is re-employed by the Company within one year of the date of his or her termination, the employee shall upon re-employment be credited with the seniority accrued by the employee up to the time of his or her termination. In addition, the employee shall be reinstated with regard to Sickness and Vacation Allowances. The employee's status under the Life Insurance, Disability Benefit, Pension, and Savings Plans shall be determined in accordance with the then existing rules of said Plans.

(G) Other Personal Time Off:

(1) Personal Business Time – General

Employees who have completed six months of service may be authorized time off with pay for any legitimate purpose that cannot be attended to during non-working hours and does not unduly interfere with normal operations. It is understood and agreed that an employee shall be required to inform the appropriate supervisor prior to taking the personal business time as to the reason for any absences in order that the Company may determine whether or not pay shall be sustained for all or part of such absences. The number of Personal Business hours for each employee shall be 16 hours per calendar year.

Personal Business will be used for "snow days."

(2) Bereavement/Emergency Illness Time

Employees who have completed six months of service are

eligible for Bereavement/Emergency Illness pay. The number of Bereavement/Emergency Illness hours for each employee shall be up to 24 hours per occurrence with a maximum of 48 hours per calendar year.

Pay is sustained for death of a member of the employee's immediate family or the immediate family of the employee's spouse. For Bereavement/Emergency Illness pay purposes, immediate family includes: employee's spouse, child, parent, brother, sister, grandparent or grandchild. Also included are legally declared relationships such as adopted or step relatives in the immediate family or the spouse's immediate family as defined above. For the purpose of this Section, the term "spouse" shall include domestic partner**.**

Emergency illness is defined as a life-threatening event of sudden onset requiring hospitalization or deterioration of an existing condition where, in either case, death appears imminent.

Pay is sustained to enable the employee to be with a family member or the family of the employee's spouse during an emergency illness where death appears imminent.

Verification of death or illness of family member may be requested by supervision.

Attendance at scheduled or non-emergency surgery where death is not probable or illness not of the nature defined above does not qualify for Emergency Illness time-off. These may be chargeable to Personal Business time-off.

(3) Lactation Accommodation: The Company provides sufficient break time so that an employee can express and store breast milk for her infant child during the workday. Whenever possible, lactation breaks should run concurrently with other rest periods provided. Lactation break time beyond the regular 15-minute rest period time is unpaid, although employees may use accrued sick time, personal business, or any other available accruals to sustain pay during lactation time beyond the rest and meal periods time provided per Section 5.2. The Company will provide nursing employees with a private room, such as a wellness room or other location, in close proximity to their work area to express milk. Nursing employees who need break time or other accommodations to express breast milk during work hours must submit the accommodation request form to Employee Care Services (ECS). Details of this policy can be found in the Lactation Accommodation Policy.

(H) Jury Duty: Employees shall be granted time off with pay for one period of jury duty service once every three years. Employees must provide proof to their supervisor of actual time served on jury duty immediately upon returning to work following jury duty service. Upon employee request (at the time an employee returns to work from jury duty service), on a once-per-every-three-years basis, an employee may elect to use available personal business or vacation allowances (in lieu of available jury duty allowances) for jury duty service of eight hours or less.

Any time not worked on a particular day as a result of jury duty service (even if the jury duty service is less than eight

hours) will be charged to an employee's available Personal Business, Vacation or Jury Duty allowances, in accordance with the provisions set forth above, or be without pay if the employee does not have such allowances available or has already exhausted the above once-every-three-years provisions.

Employees may elect to use available Personal Business or Vacation allowances for jury duty after jury duty pay and the above once-every-three-years option are exhausted.

(I) Patents: An employee is required to notify and disclose to the Human Resources Department in writing all inventions or improvements made or conceived by him or her during his or her employment relating to any phase of the Company's work or investigations, before filing any patent applications relating to such inventions and improvements. Promptly following such notification and disclosure, the Company shall advise the employee of its decision as to one of the following courses of action, provided that it determines that public disclosure of such inventions or improvements will not do harm to the Company nor reveal important confidential information:

(1) The Company will give the employee a written release as to all rights in the inventions or improvements; or

(2) The Company will give the employee a written release as to all rights in the inventions or improvements, subject to retention of shop rights by the Company; or

(3) The Company will pay the costs of filing a patent application in the United States relating to the inventions or improvements and will pay the costs of prosecution of such

patent application before the primary examiner in the Patent Office but shall not be obligated to pay costs for appeals nor interferences. The employee may take over prosecution of the application at any time upon 30 days written notice to the Company, and at his or her own expense. The Company retains a royalty-free, paid up, nonexclusive license, and the employee is free to exploit the patent and the inventions and improvements subject to such license.

No provision of this Agreement is intended to require assignment of any of the employee's rights in an invention if no equipment, supplies, facilities or trade secret information of the Company was used, and the invention was developed entirely on the employee's own time; and the invention does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development; or does not result from any work performed by the employee for the Company.

(J) Employee's Personal Vehicle Insurance: With respect to the employee's use of his or her personal vehicle on Company business, the Company agrees to indemnify the employee for liability loss not covered by personal insurance and for physical damage to the employee's vehicle within the insurance deductible or in excess of coverage but not to exceed $500. Liability indemnification is contingent upon an employee having a valid policy of liability insurance for the vehicle. In no event shall the Company provide any indemnification or pay for any damage to the employee's vehicle if the Company ascertains that the employee:

(1) Has been driving while under the influence of alcohol or any other drug or substance which can impair his or her ability to drive.

(2) Has been driving recklessly.

(3) Has willfully caused the damage or liability.

The Company will use the IRS standard mileage reimbursement rate to reimburse employees for company business miles.

4.5 – Special Provisions

(A) Uniforms: To provide uniform appearance and ready identification, certain employees shall wear uniforms prescribed by the Company while performing their work. These uniforms shall be worn only in the course of the performance of this work, including related wear to and from the employee's home. The uniforms will consist of shirts and trousers for employees regularly performing this work and shirts for employees temporarily performing it.

Uniform jackets will also be worn as required for employee comfort. The shirts and jackets will bear Company emblems.

The Company will provide sets of uniforms in appropriate quantities to the employees assigned this work as a part of their regular duties. Shirts in appropriate quantities and a jacket if required for employee comfort will be provided to employees assigned this work on a temporary basis.

Employees provided uniforms will maintain them in a

manner consistent with appropriate grooming for the work being performed, and will not allow them to be worn by anyone else.

Uniforms provided by the Company will be returned when replaced by the Company and when they are no longer required in the course of the employee's work assignments.

When purchasing uniforms for Meter Readers, walking shorts may be substituted for pants unless the supervisor believes such attire is a safety hazard. The decision of the supervisor will not be subject to arbitration.

The following classifications will be furnished uniforms suitable for work in which they are engaged:

Commercial Service Technician
Electronic Energy Meas Tech
Energy Technician Distribution
Energy Technician Residential
Facilities Mechanic
Facilities Helper
Field Collector
Field Planning Associate
Field Service Assistant
Field Technician
Fleet Assistant
Fleet Technician
Industrial Service Technician
Journey Electrician
Journey Facilities Mechanic
Lead Electrician
Lead Facilities Mechanic
Lead Field Collector
Lead Fleet Technician
Lead Meter Mechanic
Leak Survey Technician
Logistics Associate
Logistic Representative
Measurement Electronics Tech
Meter Reader
Meter Reader Technician
MSA Inspection Representative
NGV Station Technician
Senior Logistics Representative
Transportation Logistics Rep

The following classifications will be furnished jackets:

Asst Telecommunication Tech
Commercial Services Tech
Construction Technician
Energy Technician Distribution
Energy Technician Residential
Facilities Helper
Lead Meter & Regulator Instrument Specialist
Lead Meter & Regulator Technician
Lead System Protection Specialist
Leak Survey Technician
Meter & Regulator Instrument Specialist
Meter & Regulator Technician #1

Facilities Mechanic
Field Collector
Field Technician
Field Service Assistant
Industrial Services Tech
Journey Facility Mechanic
Lead Construction Technician **I**
Lead Construction Technician II
Lead Field Collector
Lead Facility Mechanic
Meter & Regulator Technician #2
Meter Reader
Meter Reader Technician
MSA Inspection Representative
NGV Station Technician
Senior Telecommunication Tech
System Protection Planner
System Protection Specialist
System Protection Technician
Telecommunication Technician

The following classifications will be furnished uniforms when they are regularly assigned to perform leak surveys**, meter work,** take Cathodic protection readings on private property**, or when appropriate**:

Construction Technician
Lead Construction Technician I
Lead Construction Technician II
Lead Meter & Regulator Instrument Specialist
Lead Meter & Regulator Technician
Lead Planning Associate
Lead System Protection Specialist
Meter & Regulator Instrument Specialist
Meter & Regulator Technician #1
Meter & Regulator Technician #2
Pipeline Planning Assistant
Planning Associate
System Protection Planner
System Protection Specialist
System Protection Technician

(B) Coveralls: In general the Company will not undertake to furnish working clothes to employees, but the Company will provide coveralls for employees whose duties are such that it is impracticable for them to keep their clothing neat and clean and who come in contact with the Company's customers or with the public while performing such duties.

Eligibility for Coveralls: Three classes of employees will be furnished with coveralls, viz.:

(1) Employees who regularly use coveralls as part of their job duties.

(2) Employees who occasionally require coveralls and who keep them available for use in vehicles driven by them in

the performance of their duties.

(3) Employees whose normal duties do not require them to use coveralls but who, on occasion, perform a job for which the use of coveralls is authorized and who are permitted to use them on each such specific job. These coveralls are to be returned promptly upon the completion of each job.

Coveralls for Regular Use: Employees in the following classifications will be regularly supplied with coveralls. Employees are allowed to take their coveralls home with them provided that they do not use them except on Company business.

Construction Technician
Field Service Assistant
Field Technician
Fleet Assistant
Fleet Technician
Gas Storage Specialist
Instrument Shop Mechanic #1
Instrument Shop Mechanic #2
Instrument Specialist
Lead Construction Technician **I**
Lead Construction Technician II
Lead Fleet Technician
Lead Instrument Shop Mechanic
Lead Meter & Regulator Instrument Specialist
Lead Meter & Regulator Tech
Measurement Specialist
Mechanic #2
Meter & Regulator Instrument Specialist
Meter & Regulator Tech #1
Meter & Regulator Tech #2
Pipeline Technician
Senior Gas Storage Specialist
Senior Instrument Specialist
Senior Station Maintenance Specialist
Senior Station Operations Specialist
Station Assistant
Station Maintenance Specialist
Station Operations Specialist
Station Technician
Transmission Pipeline Specialist
Transmission Welding Specialist

Coveralls for Intermittent Use: Employees in the following classifications will be issued coveralls and may carry them in vehicles driven by them for use when the occasion warrants:

Commercial Service Technician
Energy Technician Distribution
Energy Technician Residential
Lead Electrician (Storage)
Lead Field Collector
Lead Laboratory Technician

Field Collector
Field Technician
Gas Storage Specialist
Instrument Specialist
Journey Electrician (Storage)
Laboratory Assistant
Laboratory Technician

Lead System Protection Specialist
Measurement Specialist
Station Assistant
System Protection Planner
System Protection Specialist
System Protection Technician

Coveralls for Unusual Jobs: Employees whose normal duties do not require them to use coveralls, such as station personnel and office workers, may obtain coveralls for use on a specific job which is of short duration and which involves undue soiling of regular clothes worn by such employees. For example, if such employees are required to inspect vaults, or assist employees working in a classification normally assigned coveralls, they may, upon approval of an authorized supervisor, obtain coveralls for the period of the assignment. Senior Logistics Representative and Logistics Representative may obtain coveralls for "night loading" operations without specific authorization from a supervisor.

(C) Jackets: The Company will provide **parka-type** jackets for employees located at the following bases: Rim Forest, Beaumont, Lancaster, and Yucca Valley. The Company will also provide extra jackets for use by employees working temporarily at these locations. In addition, jackets will be provided and maintained at the Bakersfield Base for use at mountainous areas and at times of extremely cold weather. **The company will also provide parka-type jackets for hub locations which encompass any of the above districts for cold weather work.**

In addition, each employee holding the regular classification of Transmission Technician, Storage Specialty at Aliso Canyon and Honor Rancho Underground Storage Field will be assigned one (1) parka-type jacket.

Furthermore, parkas will be provided and maintained at Transmission bases for employees who are required to work in extremely cold weather. Management will determine the bases which meet the cold weather criterion and the number of parkas assigned to each base.

(D) Footwear: Qualifying positions that require construction quality boots that provide ankle protection will be **reimbursed once annually for the actual cost of boots up to $110 upon submission of a receipt to their Supervisor.**

The allowance is limited to those qualifying employees who are on the active payroll as of the first day of the pay period in which the allowance is to be paid.

Employees in the following classifications are eligible for the footwear allowance**:**

Assistant Telecom Technician
Base Assistant-3
Blacksmith
Cathodic Protection Specialist
Cathodic Protection Technician
Commercial Services Tech
Commnctns Storeroom Keep
Construction Technician
Electronics Energy Meas Tech
Energy Tech Residential
Energy Tech – Distribution
Fabrication Shop Mech #1
Facilities Helper
Facilities Mechanic
Field Collector
Field Technician
Field Planning Associate
Field Service Assistant
Fleet Assistant
Fleet Technician
Gas Storage Specialist
Industrial Services Technician
Instrument Specialist
Journey Welder
Laboratory Assistant
Laboratory Technician
Ld Construction Tech I
Ld Construction Tech II
Ld Electrician (Storage)
Ld Electron Equip Tech
Ld Facilities Mechanic
Ld Fleet Technician
Ld Lab Technician
Ld Machinist
Ld Matls Inspector
Ld Measurement Tech
Ld Mtr & Reg Instru Spec
Ld Mtr & Reg Tech
Ld Planning Assoc
Ld Repair Shop Mec
Ld Sys Protect Spec
Leak Survey Technician
Logistics Associate
Logistics Representative
Matls Inspector
Measurement Spec
Mtr & Reg Tech #1
Mtr & Reg Tech #2
NGV Station Technician
Pipeline Planning Asst
Pipeline Technician
Planning Associate
Repair Shop Mech #1
Shop Welder
Sr. Cathodic Protection Spec
Sr Electronics Equip Tech
Sr Gas Storage Spec
Sr Instrument Spec
Sr Logistics Representative
Sr Station Maint Spec
Sr Station Ops Spec
Sr Telecom Technician
Station Assistant
Station Maint Specialist
Station Operations Spec
Station Technician
Sys Protcn Specialist
Sys Protcn Technician
Sys Protcn Planner

Journey Blacksmith	Measurement Tech 1	Telecom Technician
Journey Electrician	**Metal Crafts Leader**	**Transp Logistics Rep**
Journey Electrician (Storage)	Meter Reader - R	Trans Pipeline Specialist
Journey Facilities Mechanic	**MSA Inspection Rep**	Trans Welding Specialist
Journey Machinist	Meter Reading Technician	**T&S Inv and Admin Tech**
Jrny Sheet Metal Mech	**Mtr & Reg Instrument Spec**	

(E) Moving Expense: It is understood and agreed that reasonable moving expenses, limited to the actual cost of transporting furniture and subject to approval in advance by the Company, shall be paid by the Company only under the following circumstances:

(1) When an employee is transferred from one Region to another solely for the convenience of the Company. In such cases, if it is impossible to give such employee notice of the proposed transfer to permit him or her to arrange in advance for a place to live convenient to the Region to which he or she is transferred, he or she shall be given such board and lodging allowance as may be mutually agreed to in each case.

(2) When an employee who is transferred as a result of a layoff under the provisions of Section 7.1 (Seniority in Layoff) moves to a residence at least ten miles closer to his or her new work location; provided that none of the options available to the employee under Article VII would provide the employee an equivalent or higher classified job within the same work location, or an equivalent or higher classified job outside his or her work location that is within twenty miles of his or her then existing work location.

(3) To be eligible for reimbursement for moving expenses under the provisions of this Section, the employee must move his or her residence within three months following his or her transfer; except that upon written notification to his

or her supervisor or to the Human Resources Department within this three-month period he or she may secure an extension of the time limit to six months following his or her transfer. Beyond this, the Company may grant a reasonable further extension of time to an employee who is attempting to arrange a move but encounters delays beyond his or her control.

(F) Overnight Expense: In the case of a Company-ordered temporary transfer where the job location makes it necessary for the employee to remain away from home overnight and requires the purchase of meals, lodging, transportation, etc., the Company agrees to reimburse the employee for such expenses.

Article V

WORK FORCE FLEXIBILITY/WORK SCHEDULES

5.1 – General Statement

Eight hours shall constitute a regular day's work, and 40 hours shall constitute a regular week's work. Except in special situations, the regular work schedule of the construction and operating forces of the Company shall consist of a five-day week. Certain office employees whose primary work load varies in relation to telephoned orders from the public may be required to work four eight-hour days and two four-hour days a week without overtime payment. Such schedules shall be filled on a voluntary basis to the extent practicable. Otherwise the schedules shall be rotated equally within the group unless other arrangements are agreed upon in Shop Committee.

Work performed on a shift basis may be scheduled without reference to the calendar week, but shall not exceed 40 hours in the scheduled workweek of seven days.

In general, the policy as to work schedules is that:

(1) Regular work schedules shall be set and made available to employees in advance.

(2) Schedules shall be limited to the 40-hour week and eight-hour day except when the excess time worked is paid at the overtime rate.

(3) Modification of schedules is restricted to definite work requirements.

(4) When in the judgment of the Company it is practicable to do so, work schedules providing optional starting and quitting times will be offered to employees in certain working groups and shall be chosen by qualified employees in seniority order.

5.2 – Workday and Workweek

All hours worked beyond 40 straight-time hours in any workweek of seven calendar days and beyond eight straight-time hours in any calendar day shall be paid at time and one-half; provided, however, that all work performed consecutively beyond eight straight-time hours, whether or not within a single workday, shall be paid at time and one-half**, unless they are on an alternative work schedule as defined in 5.5(C) below.**

(A) Rest Breaks: Employees are entitled to take a 10-minute rest break for every four hours worked, or major fraction thereof, unless otherwise specified in Shop Committee Agreements. An employee whose daily work time is less than three and one-half (3½) hours need not be authorized a rest break. Rest breaks should be uninterrupted and taken close to the middle of a work period wherever possible. Employees must be relieved of all duties during their rest breaks. Rest breaks may not be added to meal periods. Approved rest breaks, based on hours worked, are as follows:

3.5 hours to 6 hours = 1 rest break
Over 6 hours to 10 hours = 2 rest breaks
Over 10 hours to 14 hours = 3 rest breaks

(B) Meal Periods: Employees should take their meal periods toward the middle of their shift to the extent possible. However, if employees are unable to take their lunch period in the middle of the shift because of operational needs, they are permitted to take it earlier or later in their shift. If employees are unable to take their meal periods as a result of operational needs, they will receive an on-duty meal period for which they will receive pay at the applicable overtime rate. Employees are relieved of all duties during their meal periods and are free to leave the worksite. Meal periods should not be interrupted. If a meal period is interrupted due to work, employees should restart the 30-minute meal period.

No meal period is required for employees who work five hours or less in a given day. When an employee works greater than five hours but no more than six hours in a given day, a 30-minute, uninterrupted, duty-free meal period is required, but can be waived. When an employee works more than six hours in a given day, a 30-minute, uninterrupted, duty-free meal period is required and cannot be waived. When an employee works more than six hours but not more than ten hours in a given day, only one meal period is required. When an employee works more than ten hours but no more than 12 hours in a given day, a second 30-minute, uninterrupted, duty-free meal period is required but can be waived if the first meal period was not waived. When an employee works more than 12 hours in a given day, a second 30-minute, uninterrupted, duty-free meal period is required and cannot be waived.

5.3 – Modification of Schedules

As general policy, work schedules shall be changed on short notice only when unavoidable and only when required to meet operating and other bona fide Company requirements. Additional hours worked before or after an employee's regular schedule do not constitute a schedule change. Hours worked outside of the employee's regularly scheduled shift are paid at the overtime rates as defined in Section 4.2(B) (Definition of Overtime). If the scheduled 40-hour workweek includes any day on which the starting time is more than two hours earlier than the starting time on the previous calendar day, if any, overtime shall be paid for the time worked on the entire shift.

There are two general types of changes in schedules which may be made:

(1) Changes in Scheduled Hours Within the Scheduled Day

An employee's scheduled work hours may be shifted within a calendar day, without payment of overtime, only when he or she is given 24 hours advance notice as follows:

(a) If his or her schedule is changed to a later hour in the day than that at which he or she has been scheduled to report, the notice must be given 24 hours in advance of the time at which he or she was scheduled to report for work before the change.

(b) If his or her schedule is changed to an hour that is up to, and including, two hours earlier in the day than that at which he or she has been scheduled to report, the

notice must be given 24 hours in advance of the earlier hours at which he or she is to report.

When such notice is not given, all hours worked outside the hours included in the old schedule shall be paid at the overtime rate. In any event, if the starting time for the new schedule is more than two hours earlier than the starting time of a scheduled shift on the previous calendar day, overtime shall be paid for time worked on the entire shift.

(2) Changes in Scheduled Days

Changes in a work schedule involving the shifting of working days and days off may be made without the payment of overtime providing the following two requirements are met:

(a) That the new schedule meets the same requirements as the old with regard to the 40-hour week and eight-hour day.

(b) That notice is given at least 30 hours in advance of the time at which the employee was to have reported under his or her old schedule or 40 hours in advance of the new reporting time for the new schedule, whichever is earlier.

If these advance notice requirements are not met, payment at the overtime rate will be made for all hours worked on any day that was a day off under the old schedule.

5.4 – Job Site Reporting

The Company, at its option, may require employees to

report for work and to end their workday at specific job sites other than their regular bases, provided that employees will be paid excess time and mileage where incurred to report to and leave from a job.

Further, employees who regularly drive Company vehicles in the performance of their work may volunteer to report to work at locations other than their regular bases and return home in their assigned Company vehicles. These employees shall earn no additional compensation for such job site reporting provided that the work sites are within the normal commuting area and normal commuting time of their operating base and that the employees incur no costs for driving or parking the vehicle.

5.5 – Special Work Schedules

(A) Customer Services Field Employees: Regular work schedules, with Saturday as a regularly scheduled workday, will be established for customer service field employees where in the judgment of management it is practicable to do so and sufficient coverage is available. The schedules will be set in advance and no two consecutive Saturdays will be part of the regular schedule.

The Company will also examine the issue of work schedules in the Call Centers and attempt to accommodate employees' desires not to work consecutive weekends. However, it is not known if this can be accomplished and this is not a binding commitment.

(B) Commercial Technicians and Industrial Technicians: Effective the date of the signing of this Agreement, the Company may establish regular work schedules with Saturday and Sunday as a regular workday

for Commercial Technicians and Industrial Technicians, provided that (1) employees subject to these schedules will not be assigned split days off without their express consent and (2) the Company will not schedule employees on two consecutive Sundays. Notwithstanding, paragraph (A) above will not apply to these classifications.

(C) Alternative Work Schedules: The Company may establish Alternative Work Schedules, where operationally feasible, once discussed with the Union in local shop committees. Alternative Work Schedules are limited to schedules that include a 10 or 12-hour workday. Such Alternative Work Schedules may be implemented during the annual shift selection process, as outlined in Section 3.6 of this Agreement.

For employees working an Alternative Work Schedule, 10 or 12 hours shall constitute a regular workday and 40 hours shall constitute a regular work week. All hours worked as part of an alternative work schedule will be paid at the straight time pay rate. Further, hours worked in excess of the alternative work schedule will be paid at the applicable overtime rate.

Vacation, sick, bereavement and any other entitlements will be paid on an hour-for-hour basis based on a 10 or 12-hour daily schedule.

Employees working an Alternative Work Schedule shall be assigned to a Monday through Friday day shift consisting of five 8-hour days for weeks including a paid holiday as defined in Section 4.4 (E) of this Agreement.

While serving on Jury Duty an employee shall be assigned to a Monday through Friday day shift consisting of five 8-hour days. Time off with pay for jury service is in accordance with Section 4.4 (H) Jury Duty of this Agreement.

5.6 – Work Assignments of Relatives

Related persons may not be given or continue in work assignments which require one relative to direct, assign, appraise, or check the work of another, or permit one relative to have access to the personnel records and/or local departmental files of another. Whenever one of these prohibited working relationships is established, one of the employees must transfer to a position which eliminates the relationship or resign. If neither employee chooses to move, the less senior employee will be required to do so or be terminated. The Company will allow 90 calendar days following the establishment of the prohibited working relationship to eliminate it through promotion or transfer under the provisions of Section 5.10. The 90 calendar days will begin upon notice to the affected employee and his or her local Union.

A prohibited working relationship can be avoided if the employees receive work direction and their personnel records are reviewed by someone other than the relative.

For purposes of this Section, relatives are defined as: husband and wife, parent and child or step-child; parent and son- or daughter-in-law; brother or sister, or step-brother or step-sister; aunt or uncle and nephew or niece (by blood or marriage); grandparent and grandchild, first cousins; brother-in-law or sister-in-law.

5.7 – Job Assignments During Inclement Weather

When construction work or field operations are suspended because of inclement weather, no probationary or regular employees will be laid off because of such inclement weather. However, when inclement weather prevents such employees from performing their usual and customary duties, such employees shall report to work regardless of weather conditions, and the Company may assign them other work irrespective of whether or not such work is normally performed by employees in different classifications.

5.8 – Flexible Work Force

(A) Notwithstanding any provisions of this Agreement to the contrary, the Company retains the right to assign any represented employee to perform the duties of any job classification hereunder within the skill, knowledge level and physical ability of said employee, as determined exclusively by the Company subject to Section 3.10 (Refusal of Duties), for the purpose of balancing the work load and utilizing the work force efficiently. Such assignments shall first be done on a volunteer basis in seniority order. In the absence of such volunteers, selection will be in inverse seniority order. The determination of the bases or facilities which are to supply the needed work force is determined by the Company.

(B) Opportunities for parallel or downhill work hereunder will be offered first to volunteers at said bases or facilities. In the absence of sufficient volunteers, selection will be in inverse seniority order from among qualified employees.

(C) Promotional opportunities hereunder will be handled pursuant to Section 5.10 (Position Opportunity System), except that, as stated above, the Company retains the exclusive right to determine, at its discretion, the supplying base or facility.

(D) Employees who are assigned to other locations or classifications for purposes of work load balancing shall be given the same opportunities to work overtime in those locations or classifications as employees regularly working such classifications at such work locations have been offered the work. However, nothing shall require that an employee already doing work be pulled off a job in order for someone else to continue on overtime.

(E) LTS for performance shall only be allowed in the employee's primary job.

(F) Excess time and mileage will be paid where incurred to report and leave from such assignments.

(G) Mutual-Aid Assistance: The Company agrees that, if employees are required to work outside of the territory served directly by the Company to render assistance to other companies or entities under a Mutual Assistance Agreement, said employees shall be paid at double the straight-time rate for all hours worked outside of their regular schedule, plus reimbursement for expenses as defined in Section 4.5 (F) and any other applicable premiums provided under the terms of this Collective Bargaining Agreement. Once the number of employees for the respective classifications are identified by the Company, and from which locations the workforce can be deployed,

job volunteers shall be selected in seniority order by location, using ARCOS or comparable system utilizing a separate Seniority Roster.

5.9 – Temporary Relief Assignments

Temporary vacancies shall be filled by the qualified employee who is next in line in seniority order within the job progression, except when it is inconvenient to operations to do so, such as when the senior employee is based elsewhere, is unavailable part of the time because of vacation, etc.

Temporary relief assignments that are longer than 6 months, for which an end date is known, will be filled on an RV basis. If, at a later date, the RV position becomes a regular position, the current RV holder retains the position on a regular basis. In the event the previous employee returns within **18 months**, the person **who filled behind them** at the location will **be** return**ed** to his/her previous classification and bump the person filling the same job in that classification**, unless the Company, at its sole discretion, opts to retain the employee being bumped in lieu of returning the employee to their prior classification**.

Temporary relief assignments are filled on a V basis when the end date is not known. If the assignment is expected to be less than 6 months, the position will be filled on a V. If the assignment is expected to be longer than 6 months, the position will be filled as an RV. However, whether or not there is an expected return date, if a V assignment position lasts more than 6 months, it should be filled on an RV basis.

For bases/locations where temporary (V) relief assignments routinely cover multiple bases/locations, the relief assignment will be offered to qualified employees in seniority order from the area (bases/locations) served.

Employees interested in bidding to promotional opportunities within their job progression will be required to attend training, and accept relief assignments, when offered in seniority order, unless mutually agreed.

All temporary assignments to management will cease to accrue bargaining unit seniority, while on such assignment, if the assignment lasts more than 18 cumulative months in a 2 ½ year period. Nevertheless, the Union and the Company recognize that in order to provide vacation relief, for work load balancing and to meet temporary operating emergencies it may be necessary to make work assignments from other than the work locations in which the vacancy occurs. It is mutually agreed that such temporary assignments may be made without regard to such job progressions and without regard to the conditions and agreements governing promotions to regular positions. Operating convenience being relatively equal, preference in such cases shall be given within the bargaining unit.

5.10 – Position Opportunity and Placement

The Company will attempt to fill vacant positions from regular **and part time** employees according to the following Position Opportunity System (“POS”) procedure before resorting to outside hires. The Company will maintain a list of classifications in a job index, including a job profile summary of the primary duties of the job and the minimum qualifications thereof, which will be subject to the provisions of the POS.

All jobs to be filled will be posted for 5 working days using E-Bid. It shall be the individual employee's responsibility to learn of the posting and submit a bid via E-Bid during the five day posting period. When the job is filled, the name and seniority of the employee who is given the job will be posted within five working days.

When a position is going to be filled externally, the Company will notify each local union by email. Employees who have submitted a letter of interest will be selected based on seniority ahead of external candidates provided they meet the minimum qualifications posted externally. Reviewing external job postings for such positions and submitting a letter of interest (with the job requisition number noted by the employee at the top of the letter of interest) and résumé to HR Staffing in a timely manner after the position is posted externally are the responsibility of the employee. The letter of interest will only be applicable to the job requisition for which it was designated.

Any qualified employee may bid to any other job, provided that his or her current job performance is not rated less than satisfactory. Prior to submitting a bid, employees are encouraged to review the job profiles. In addition, employees must have taken any pre-qualifying examination and/or skills test required. Some jobs that require similar skills, qualifications, and work activities may be grouped by the Company in an ascending order according to training and proficiency development requirements for work performed.

Part-time employees shall be eligible to bid for full-time

positions based on their **part-time bidding** seniority **calculated** as follows:

Total **part-time** hours worked **within the Company** since **1998** divided by 2080 hours.

(A) Prescreening for Employees: Some jobs require successful completion of a pre-qualifying examination, skills test, and physical ability tests. For such jobs, employees must meet minimum qualifications, as well as all pre-qualifying requirements to be selected. Also, an employee's performance must not be rated less than satisfactory in the job from which the move is requested. Bids will not be accepted if an employee's performance is rated less than satisfactory and/or if he or she has not met pre-screening requirements.

With the exception of Physical Ability testing, all testing sessions will be conducted electronically at the employee's work location. In situations where electronic testing at the work location is not feasible, testing will be administered at a Company site as determined by the Company. Scores for all tests will be available in E-Bid for bidding purposes within three business days of completing the assessment. Physical Abilities testing will be conducted at a Company site, as determined by the Company.

The Company will provide on-line study guides for certain pre-qualification examinations to assist employees in preparing for the exams. Each job classification is assessed by the Company to determine the job family and required pre-qualification examination(s). The job family and the required pre-

qualification examination(s) for each classification will be provided online in E-bid and accessible to all employees.

Employees who do not pass an examination will not be eligible to re-test again for six months from the date of disqualification, **with the exception of employees with disability bid rights**. Employees who do not pass a skills test, such as keyboard proficiency, or a physical abilities test may re-test after **four** months.

Current colored battery tests will be valid for a maximum period of five years, but in no case longer than 12/31/2023. Newly created assessments to replace the current colored battery tests will not expire. Skills tests **will be valid for two years** and physical abilities tests are valid for one year. Employees who have held a job for one year or more in the last five years and whose performance is not rated less than satisfactory in the job need not take an examination for the same job family to be selected. However, a skills test or physical abilities test may be required. Some jobs may require certification. For such jobs, recertification will be required as established by the Company.

Employees who transfer from a job at one work location to the same job at a different work location are not required to take a pre-qualifying examination, provided the new job does not require additional skills which the employee has not performed or for which he or she has not tested.

Any employee who bids for a position that requires the same pre-qualification, skills test, or physical abilities test, as the current job held, will be exempt from having to take

the same test for the new job, providing the employee has previously passed the pre-qualification test on file.

Employees who do not pass any pre-qualification test **may request a test score** feedback **report, where available.**

Employees, who register for test sessions, and are unable to **complete the session in the assigned timeframe are encouraged to reschedule.**

(B) Requesting a Job Move: When a job vacancy is to be filled, the senior, pre-qualified employee with a bid on file for that job is considered in the priority order listed below.

1. **Disability/Layoff Bid:** Employees who have been granted disability**/layoff** bid priority by Human Resources may bid for any jobs for which they qualify at their current pay grade or lower. They will be considered first for job vacancies, provided that they indicate their disability**/layoff** priority status and meet the minimum qualifications. (See Section 5.10 (A) Pre-screening for Employees for test restrictions.)

2. **Transfer/Progression:** The most senior of the following two types of job requests:

a) Employees requesting a transfer to the same job at a different work location.

b) Employees in the same or same type of job progressions (such as Field Technician to Energy Technician-Residential).

3. **Bid:** Employees may bid for any job, provided they meet

the minimum qualifications for the job requested.

Employees must submit a bid to Human Resources through E-Bid to be considered for a job vacancy. The number of bids an employee may submit is not limited. However, an employee can only decline one job offer in a 12-month period without restrictions. If an employee declines a second job offer in a 12-month period, the employee will be restricted from bidding for another job for one year, and all of his or her existing bids will be canceled. See Section (D) Acknowledgment and Validity of Bids.

When an employee is **offered** a job **he or she will have 3 business days to accept or decline**. **Once accepted**, all of his or her **other** bids are canceled and the employee will not be eligible to bid again until one year from the effective date of the job move. The exception to this will be promotional opportunities within the same job progression at the same location. The employee must submit the bid for the promotional opportunity. All other bids will remain canceled and the employee will need to re-submit bids after the completion of one year from the effective date of the most recent job.

Employees who are accepted for a job requiring greater technical knowledge and skill may be restricted from bidding for up to two years from the effective date. However, an employee may request consideration for a newly created job classification as described in Section (G) New Jobs, if the new job was first posted after the employee accepted a job offer.

(C) Pay for Time Required for Job Interviews and Pre-qualification Examinations:

1. Job Interviews: An employee who bids to a different job is allowed the working time, with pay, for a job interview arranged by the Company if the interview is scheduled during the employee's regular working hours or otherwise requires that he or she be excused from work. The working time allowance is limited to four hours. The employee bears the cost of his or her own transportation to and from the location of the interview, and of any related personal expenses.

2. Pre-qualifying Examinations: An employee who is scheduled for a pre-qualifying examination is allowed up to sixteen hours per year with pay in connection with any examination arranged by the Company during the employee's regular working hours or that requires that he or she be excused from work. The employee bears the cost of his or her own transportation to and from the location of the examination, and of any related personal expenses. Information regarding preparing for pre-qualification exams is available online via E-Bid. **With supervisor approval, an employee may elect to utilize any unused testing hours for developmental trainings offered by the Company. If an employee elects to use the hours for developmental trainings, they will not receive additional hours for testing purposes.**

3. Shortage of Work: For employees affected by a shortage of work, the Company will pay excess casual mileage required to travel to the interview or pre-qualifying examination or may provide transportation.

(D) Acknowledgment and Validity of Job Requests:
The Company will provide a means for employees to bid for jobs listed in the Job Index and posted in E-Bid. The Company will place the bidder's name on an eligible list to be maintained in connection with each job posted in E-Bid. Bids will be accepted online according to job requisition number.

Bids that are received after the posting period ends will not be considered until the specific bid deck has been exhausted and all bidders have been referred, interviewed, and accepted or disqualified for the job in question.

Employee bids for jobs posted in E-Bid will remain in effect until the employee is accepted for a job, is disqualified, declines a second job offer in a 12-month period; or until the employee cancels them.

When an employee is disqualified for a job, all of his or her bids for that specific job will be canceled and the employee will be restricted from bidding for that job for **four** months.

When an employee declines a second job offer, all of his or her bids will be canceled and the employee will be restricted from bidding for any job for one year. Also, an employee's bids will be canceled if his or her overall job performance is rated less than satisfactory. The employee will be restricted from bidding until his or her overall job performance rating is not less than satisfactory.

Employees bidding for jobs requiring valid pre-qualifying examinations or skills tests must have the valid test(s) on file for a bid to be accepted.

An employee who has a bid on file may, at any time during the job posting period, refer to E-Bid regarding his or her sequence (seq) number on an established bid list. Also, an employee may view the name and seniority of the last employee placed in a job from the jobs filled list in E-Bid. The Company will provide the Union on a daily or weekly basis with a daily or weekly "Position Opportunity System Filled Position Report."

(E) Protesting Disqualification:

1. **Transfers:** An employee who questions the judgment of management regarding his or her qualifications for a transfer to a job vacancy, is entitled to file a grievance under the dispute resolution provision. In the event of such a grievance, the Company will assume the burden of proof as to the appropriateness of disqualifying the employee for a transfer. Failure to file a grievance concerning the matter within 15 working days will excuse the Company from considering the grievance as applying to the particular job in question.

2. **Bids:** An employee who questions the judgment of management regarding his or her qualifications for a job bid, including disability bids, is entitled to file a grievance under the dispute resolution provision. Failure to file a grievance concerning the matter within 15 working days will excuse the Company from considering the grievance as applying to the particular job in question.

(F) Training and Proficiency:

Some jobs require successful completion of extensive off-the-job Company training. For such jobs, an employee's

new job classification will take effect after the successful completion of training tests at the end of the initial training course. However, if the training course is not available and/or completed within 90 days from the job acceptance date, the new rate of pay will begin on the 91st day. Employees who do not pass subsequent training courses, once the job takes effect, will be placed on a performance improvement plan and will be subject to the due process provision of this agreement.

An employee who fails **or withdraws from** the initial course will be returned to the job from which he or she came and displace the employee who replaced him or her and will not be able to bid for the same job for **four** months. The displaced employee will return to the job from which he or she came, and so on.

Employees who return to a job they held previously will be required to successfully complete the Company training course and meet the current proficiency requirements for that job if they were out of the former job for five years or more.

(G) New Jobs:

The Company will notify the Union whenever an entirely new job classification is created that is covered by the provisions of this Agreement. The Company will indicate in such notification the pertinent facts concerning the job. Following notification, the Company will then post a notice system wide, which will describe the job duties, minimum qualifications and the pay rate of the new job. Interested, qualified employees may submit bids under the provisions of the POS.

(H) Return to Prior Position:

Within **15 business days** of an employee moving into a new job classification, the supervisor will meet with the employee to jointly discuss the employee's progress to date. If, after discussions, the supervisor or employee believes the employee might not be capable of performing satisfactorily in the new position, the employee may exercise the option to return to her/his position within **35 calendar days**. When no formal training is required, the **35**-day period begins on the effective date of the new classification (when the employee actually moves to the new job). If formal training is required, the **35**-day period begins after successful completion of training, or upon successful completion of the initial training course. Following a return, the employee will be restricted from bidding for one (1) year.

(I) Placement Upon Return From Authorized Absence:

When a job becomes vacant because of the absence of an employee on Disability **Leave**, Personal Leave of Absence, or other authorized **leave excluding Union Leave of Absence**, the Company will follow the normal procedures governing **temporary relief assignments**. If the employee on authorized leave returns within a period of **eighteen (18) months** following his or her last day worked in active service, the employee **on the temporary relief assignment** will be returned to his or her former classification within the job progression, at the work location from which the employee left. When such an employee returns to his or her former job, the employee if any, who replaced him or her **will be** return**ed** to the job from which he or she came, and so on**, unless the**

Company, at its sole discretion, opts to retain the employee being bumped in lieu of returning the employee to their prior classification. If the employee on authorized leave **elects to** returns **to work** after an absence of **eighteen (18) months** following the last day worked in active service and **their former job is no longer vacant, they will be granted priority bid rights equal to disability/layoff bidders for 90 days, and if they are unable to find a position within 90 days, the** provisions of Article VII governing layoff for shortage of work will apply to the employee.

(J) Placement of Disabled Employees:

When an employee is unable to perform the **essential functions** of his or her job because of a disability **with or without a reasonable accommodation**, but is capable of performing the **essential functions** of a classification or classifications other than his or her regular job **with or without a reasonable accommodation**, the **Company may grant them disability bid rights**. **The Company retains the right to refer the employee to a vocational assessment paid for by the Company to determine if the employee is capable of performing another position with the Company.** Bids from an employee who has been notified by Human Resources that he or she has been granted disability **bid** priority will be considered before all other job requests, provided that such employee meets the minimum qualifications for the job requested. **Once any employee is granted disability bid rights, they will have a period of 90 days to secure another position for which they are qualified. If the employee fails to secure a position within 90 days their employment may be terminated but their LTD benefit**

may continue in accordance with the terms of the Long-Term Disability Benefit Agreement (Appendix G). The standard disability placement is set forth in Section 5.10 (B).

If an employee is **unable to perform the essential functions** for a certain job classification, any other requests he or she submits for the same classification will be canceled and the employee will not be considered for further interviews for the same classification until he or she submits evidence that he or she is **able to perform the essential functions**. If at a later date the employee again becomes capable of performing the job he or she held prior to becoming disabled, at that time the employee will have the right to return to his or her former job on the same basis as an employee returning from disability.

An employee placed in a job under the provisions of this Section will receive the rate of pay that is no lower than the weekly rate which he or she received immediately prior to the disability.

Employees who have been offered employment under this section by the Company and have been offered a job more than fifty (50) miles from their last work location, may elect termination wages equal to one (1) week of pay for each year of service up to 25 weeks, in lieu of accepting the job. This is a severance payment and disability benefits will be terminated the date the employee leaves the company.

(K) Supervisory Promotions:

While seniority shall be observed where possible in the selection of employees to fill positions of supervision or of

special responsibility, the Company reserves the right to exercise complete discretion in the choice of employees for such positions and in their retention in such positions. The most important requirement for selection and retention in a position of supervision or of special responsibility is that the employee shall be acceptable to the Company as an agent for the exercise of authority. This applies where authority is to be exercised on behalf of the Company as follows: (1) directing the work of other employees in a supervisory capacity (barring such direction or supervision as is exercised by a Lead Construction Technician over Energy Technician Distribution or Construction Technician), (2) inspection of work, particularly where such inspection is to ensure compliance with requirements of law or of public regulation, and (3) assignment of work to employees who have no other direct supervision.

When a supervisory employee returns to a classification of work covered by this Agreement because of a shortage of work in his or her classification, such employee shall have the right to return to the classification from which he or she was advanced, within the previous two years, providing that such return does not bump any employee in the classification who has greater seniority. In the event the returning employee does not have the seniority to fill a job in the classification from which he or she was advanced, he or she shall have the right to go back into the next lower classification within the work location for which his or her seniority entitles him or her. Furthermore, a supervisor may utilize accrued bargaining unit seniority at any time to return to a vacant job but shall not have bumping rights.

This Section does not apply to temporary promotions into management.

5.11 – Job Profiles

The Company agrees to prepare and issue a revised index of job classifications and summary of duties for the purposes of assisting employees in determining the nature of duties to be performed in any job for which they may bid. Where pertinent, the index will list the principal minimum qualifications for the Indicative Duties Descriptions, with the understanding that such lists may not be all inclusive and may be subject to change. However, the Company agrees to notify the Union immediately if it intends to modify the minimum qualifications for any job. Furthermore, any minimum qualifications must be reasonable and necessary to indicate probable success in the classification.

5.12 – Certification

The Company shall pay for reasonable costs associated with all job-required certifications and licenses. Cost must be approved in advance. The Company shall provide sufficient time during regular work hours for study and testing related to required certifications and licenses.

5.13 – Technical Layoff

In some cases, there may be a shortage of work in one or more classifications (pay grade) in a job progression, but equivalent or higher jobs in the same type of work are available elsewhere to all employees in the layoff area. In this situation, when such jobs are available at a work location not more than twenty miles distant from the affected employee's existing work location, the provisions of Section 7.1 (Seniority in Layoff) shall not apply,

however, the affected employees (lowest in seniority in the classification) (pay grade) will be given 10 working days of special bid rights. These bid rights will have preference over all bidders except those bidders under Section 5.10 (J) and 7.1.

5.14 – New or Modified Regions

In the event that the boundary lines of a Region in which the Union has representation rights as herein defined shall be modified so as to create new boundaries which shall include some or all of the job progressions, as herein defined, it is agreed that the assignment of employees who will staff the new Region shall be deemed to have been made prior to the date the new Region is established and shall be accomplished in the following manner:

(A) The Company will establish a Table of Organization showing the number of classifications of the jobs and job progressions to be established in the new Regions and those to be eliminated from the other areas affected. A copy of the Table of Organization will be forwarded to the Union.

(B) Employees working in the area encompassed by the new Region whose work location or job status will be unaffected will be so notified.

(C) Employees in job progressions that are affected will be considered for jobs in similar job progressions in the revised Regions without being required to submit bid cards. Each such employee will be informed of his or her rights, and his or her preferences will be recorded by his or her supervisor. Any such employee who volunteers for a

job of the same, a parallel, or a lower classification will be accepted in seniority order, prior to consideration of bids and promotions under the regular Position Opportunity System. Any such employee who is eligible for promotion to a vacant job in a higher classification shall receive consideration in accordance with paragraph (E) hereof.

(D) In the event that an insufficient number of employees volunteer, from a unit affected, for positions in the new or modified Regions, the number in excess of the Table of Organization established for the unit affected under the provisions of (A) of this Section shall be subject to layoff under the provisions of Section 7.1 (Seniority in Layoff) or Section 5.13 (Technical Layoff), as appropriate. It is understood, however, that an employee is not subject to layoff if positions are available to him or her within his or her then existing job progression even though at a different base location.

(E) Jobs in the new Regions which remain unfilled after exhausting the bids received under the provisions of paragraph (D) hereof shall be subject to the regular bidding procedure.

(F) At the request of either party, a meeting shall be held within five working days of the Company's announcement of a Region boundary change to discuss details under which they shall proceed and to discuss the probabilities of transfer, reclassification, and other matters covered by the terms of this Agreement.

5.15 – Employee Redeployment – Work Force Balancing

Assuming no reduction in total number of employees or in job classification level, relocation of employees within a job progression shall be effected as follows:

(A) Employees at work locations where the excess of work force exists will be offered, in seniority order, the existing vacant jobs at other work locations. Requests from these employees for change to the location where vacancies exist will have priority until enough requests have been honored to effect the necessary reduction in work force.

(B) If there then remains an excess of work force at any work location, the employees to be reassigned will be selected in reverse seniority order. In seniority order, each employee in this group will be allowed to choose the vacant job to which he or she shall be reassigned. Any employee thus reassigned by the Company may submit a request to return to a job in the classification he or she held at the work location from which he or she was displaced. Such requests will be given priority over routine transfer requests. It is understood that acceptance of a promotion, or any voluntary change in job progression or work location, removes any special priority of return.

(C) In the event a redeployment involves a move more than 30 miles from the employee's present work location, such employee shall have the option of accepting redeployment or exercising rights under Section 7.1 (Seniority in Layoff).

Article VI

DISPUTE RESOLUTION

6.1 – General Statement

The Company shall exercise its right to employ, promote, demote, discipline, and discharge employees in the interest of good service and the proper conduct of the business, subject to the terms and provisions of this Agreement. Where an appeal through grievance procedure is upheld, the employee's status and pay shall be restored. The Union and the Company agree to take alternate measures to resolve disputes prior to any formal action by either party.

6.2 – Job Performance Appraisals

When a supervisor prepares an Employee Appraisal or an Interim Personnel Report for entry into an employee's personnel file, the supervisor shall give the employee an opportunity to read it. Normally the employee will initial the entry, signifying only that he or she has read it, not necessarily that the employee agrees with it. If the employee declines to initial the entry, the supervisor shall so note on the entry. The employee may, at his or her option, submit a short written statement (not more than one page) of rebuttal to be added to the personnel file along with the supervisor's entry. The employee may obtain a copy of the Employee Appraisal or Interim Personnel Report without charge if the request is made at the time the supervisor shows it to the employee. Otherwise, the employee may obtain copies of any documents in his or her personnel file upon written request to the Human

Resources Department at a transaction charge of $2.00 plus ten cents per page of copy. It is understood that some such entries may be made without being seen first by the employee in cases when the employee is unavailable or in cases of disciplinary action for which formal protest procedure is established.

At any time an employee may request of the supervisor an appraisal and discussion of his or her job performance, including a personal inspection in the supervisor's presence of the employee's personnel file, if requested with reasonable advance notice. Normally such inspections shall not be repeated in less than twelve months, but exceptions may be made in such instances as the issuance of a less-than-satisfactory rating or, the disqualification of an employee on a bid or promotion, or following disciplinary action. In addition, any employee may review with the Human Resources Department the nature of his or her past record of service.

When a supervisor enters into the record that an employee's overall job performance rating is less-than-satisfactory, it is the supervisor's obligation to tell the employee of the reason for the rating. Furthermore, on the day the employee is to be informed of his or her less-than-satisfactory rating, the employee upon request, shall be entitled to have a Union representative present as a witness to the interview. In addition, the employee shall be given a Notice of Less-Than-Satisfactory Job Performance (Form No. 3891) at the time such entry is made or as soon as practicable thereafter. It is agreed, however, that with relation to such privileges as transfer, bid or promotion, the employee's overall job performance rating will be based on his or her actual current status regardless of whether or not

it has yet been entered into the record or whether or not he or she has yet been notified.

The Company also recognizes the obligation of its supervisors to inform employees who have been rated less-than-satisfactory when and if their work performance is again judged to be satisfactory.

6.3 – Causes for Disciplinary Action

Any of the following shall constitute causes for demotion, discharge or disciplinary layoff, except that any acts of sabotage or theft of any employee, customer or Company property, **dishonesty during an investigation, or falsification of Company reports or records as outlined in the 2021 Falsification Agreement** shall be an immediate cause of dismissal**. Employees who recant in accordance with the parties' past practice will not be found to have been dishonest during an investigation. Note: This is not a comprehensive or exhaustive list of causes for disciplinary action.**

(A) Unsatisfactory job performance, including the following:

Failure to perform work in an efficient and **competent** fashion.

Unsatisfactory accident record; carelessness or negligence on the job which **threatens** the safety of fellow **workers** or which involves avoidable damage to property; unsafe, unlawful driving.

Failure to follow Company rules which have been posted or which are common knowledge or of which the employee

has been directly notified.

(B) Misconduct, including the following:

Insubordination – failure to comply with orders or instructions given by the proper supervisor, or engaging in any activity or conduct in violation of Section 2.2 (E) (No-Strike Clause).

Failure to cooperate with supervisors and/or fellow employees in matters pertaining to the Company's operations.

Insobriety – drinking on the job, or drinking off the job to the extent that it adversely affects the employee's attendance or the quality of his or her work.

Absence without authority – (when it would be possible to apply for authority for such absence) and without satisfactory excuse.

Dishonesty – regarding money, falsification of Company reports or records; failure to tell the truth in matters pertaining to Company operations or in matters relating to the employee's absence from or performance on the job.

Obvious causes – such as conviction of a felony, engaging in a criminal act (other than a minor traffic violation) or an act involving moral turpitude.

Drug abuse – use of, on or off the job, which is in violation of negotiated agreements and government mandates.

6.4 – Disciplinary Interviews

When a supervisor interviews a regular employee with the intention of issuing a written warning letter under Section **6.6** of this Agreement, or of assessing a disciplinary layoff, demotion, or discharge, or with the intention of developing facts in the interview to support disciplinary action that is being considered against such employee, the employee upon request shall be entitled to have a Union representative present in order for the interview to continue. The Company will allow union representation by the union local of which the employee is a member, from the same or closest work location. In the event the supervisor fails to grant such a request, the employee may refuse to answer any questions, and the Company shall be precluded from relying upon any statements made by the employee during the interview, after such request, as a basis for assessing or upholding the discipline. However, the Company shall not be foreclosed from independently ascertaining any facts contained in the employee's statements and relying upon such independently ascertained facts. It shall be the policy of the Company to encourage supervision to notify employees of their right to Union representation in the disciplinary or investigatory interview described above. The absence of such notification, however, shall not invalidate any information received or action taken in the interview.

If the employee requests a Union representative (Shop Steward or other Union official) and none is available at the moment, the interview shall be postponed until the representative can be present. In the case of some activities where the employees involved are in the field, it

may be more convenient to arrange in advance to have a Union representative available, and this option is open to the supervisor at his or her discretion. The employee does not normally have the option of asking for a Union representative from a district other than his or her own or one who is not an employee of the Company.

The role of the Union representative in a disciplinary interview is not that of an adversary; he or she is there as a witness to counsel the employee and to clarify to the employee if necessary the employee's rights under the Agreement. Any protest of the action being taken shall be reserved for the procedure set forth in Section 6.5.

The right of having a Union representative does not apply to investigative interviews when the employee is not under suspicion. It does not apply to counseling interviews.

6.5 – Disciplinary and Protest Procedure

The following procedure shall be followed in connection with (A) Discharge for Cause, (B) Demotion for Cause and (C) Disciplinary Layoff, for the causes listed in Section 6.3 (Causes for Disciplinary Action):

(A) Discharge for Cause:

(1) Employees are subject to removal from active work and to subsequent termination of service for the causes cited in Section 6.3 hereof. Immediate causes of discharge are offenses which have occurred (or which have been discovered) within 90 days of the date of removal from work, and no offense shall be regarded as an immediate cause of discharge unless acted upon within that period.

While discharge action must be directly related to an offense or offenses which have occurred within the period of time just stated, consideration of any given case shall not necessarily be limited to one specific offense. The record of previous good service, or of previous offenses, if any, and punishment usually given for similar offenses, shall also be considered. The sole purpose of placing a time limit upon action following any given offense is to provide a period of time during which an employee may clear his or her record of any immediate cause of discharge. It is not the intent of this provision to provide a time limit which operates to cancel the effect either of good service, or of repeated offenses which interfere with the proper conduct of the business. **Last chance agreements will have a maximum period of effectiveness of 10 years, unless the parties negotiate a different period.**

(2) When any employee is removed from active work, pending a discharge for cause, he or she will be immediately notified of the reason therefore on a Notice of Discharge for Cause. This notice shall indicate the nature of the offense, citing the subsection of Section 6.3 hereof which applies, the date upon which the discharge is effective, and the last date upon which the discharge may be protested with a request for a hearing.

(3) The Human Resources Department, upon request, will arrange for a hearing to be held, whenever practical, within not less than two working days, nor more than five working days of the date of removal from work, and will withhold official termination of service until expiration of that period, in any case. Where more time is required, the hearing will be scheduled at the earliest date possible. However, the

effective date of the discharge, unless set aside, shall be the date upon which the employee is actually removed from work. If a protest is upheld, the employee shall be restored to the job which he or she held at the time of removal from work or some other job agreeable to the parties concerned, and receive full pay from the date of removal from work. And, in addition, such employee shall be reimbursed for his or her transportation expense in connection with such hearings in an amount not to exceed the cost of public transportation. The time limit herein provided refers to regular business days and not to calendar days. Saturday, Sunday, and holidays will be disregarded in computing the two-day and five-day periods. No protest of a discharge will be accepted unless received by the Human Resources Department within five working days of the date the Notice of Discharge for Cause is mailed.

(4) The employee may appear in person at his or her hearing, whether he or she represents himself or herself or is represented by the Union. The employee may produce such witnesses as may be necessary to testify in his or her behalf on questions of fact.

(5) Upon conclusion of the hearing, Company representatives will mail a certified letter to the last known address of the employee, stating the position taken by the Company either in upholding the protest or in sustaining the discharge, or if the Union has represented the employee in the hearing, the Union and the employee shall be notified of the outcome. If the protest is upheld, the employee's status and pay shall be restored as provided in Section 6.1 (General Statement). If discharge is sustained, and there is dispute on this point, a Board of Arbitration

shall be designated to arbitrate the matter, as provided by Section 6.**9**, provided the Human Resources Department receives a written request for arbitration from the Union within the 20 calendar days next following the date upon which the certified letter stating the Company's position, as provided above, is mailed. In the event that the Union schedules a membership or Executive Board vote concerning a request for arbitration of a discharge at the earliest regular meeting (or series of area meetings) following the date of the Company's letter, the 20-day limit referred to above shall be extended until the second working day following the date of the completion of the vote, provided that the Union notifies the Company in writing within the 20-day limit that a vote has been scheduled, specifying the date when the voting will be completed, and provided further that in no event shall the time limit be extended more than 25 additional calendar days beyond the 20-day limit.

(B) Demotion for Cause:

(1) Employees are subject to demotion for the causes cited in Section 6.3 hereof. The duties and pay rates of the employee are subject to immediate change but the demotion may be protested under the same procedure as provided for in connection with discharge for cause.

(2) Employees demoted for cause shall be notified on a Notice of Demotion for Cause. No protest of a demotion will be accepted unless received by the Human Resources Department within five working days of the date the Notice of Demotion for Cause is mailed.

(C) Disciplinary Layoff:

(1) Employees are subject to disciplinary layoff for the causes cited in Section 6.3 hereof. The layoff may be set immediately upon commission of the offense. Layoffs will be reviewed by the Company under the same procedure as provided for in connection with the discharge for cause and may be protested under the same procedure.

(2) Employees subject to disciplinary layoff shall be notified on a Notice of Disciplinary Layoff. No protest of a disciplinary layoff will be accepted unless received by the Human Resources Department within five working days of the date the Notice of Disciplinary Layoff is mailed.

(D) Less-than-Satisfactory Work Performance Rating

The Union may at any time protest a less-than-satisfactory rating through the grievance and arbitration procedure.

(E) Temporary and Probationary Employees:

Nothing in the provisions of Section 6.3 (Causes for Disciplinary Action), **6.6** (Advance Warning of Intention to Discipline), and 6.5 (Disciplinary **and Protest** Procedure) applies to layoff or changes of duties occasioned by lack of work. None of the provisions hereof apply to (1) strictly temporary employees, or (2) prospective regular employees who have been employed less than six months and who are serving their probationary period, except that the Company agrees to review and discuss with the Union any claim made in writing that any probationary employee working in the payroll classifications listed in Appendix B

hereof has been unfairly dismissed; provided, however, that should any dispute arise over the disposition of such claim it shall not be subject to arbitration.

A probationary employee who is notified of the intention of the Company to terminate his or her services because of unsuitability for long-term employment shall have the right to elect to submit a written resignation and the records of the Company shall so indicate.

6.6 – Advance Warning of Intention to Discipline

The Company agrees that an employee whose work is of such quality as to justify discipline for the first reason stated under Section 6.3 (A) (Failure to Perform Work in an Efficient and **Competent** Fashion), shall be specifically warned by the supervisor with reasons stated in writing of any intention which the supervisor may have of recommending demotion, discharge, or disciplinary layoff for said reason. The supervisor will give a reasonable period of advance warning in order that the employee may remove the necessity for disciplinary action. When the nature of the employee's deficiency is such that it would be unreasonable to expect him or her to correct it immediately, the supervisor will give the employee a reasonable probationary period in which to improve his or her work to a satisfactory level.

Any employee who has received such a warning shall have the option of requesting reclassification and transfer to work which he or she has previously performed successfully if such work is available and if such request is made before the expiration of the stated probationary period, without regard to the "satisfactory work

requirements" of Section 5.10 (Position Opportunity System). The employee may elect to waive the probationary period in favor of an immediate hearing as provided in Article VI, Dispute Resolution, in which case his or her employment and pay will continue until the Company has stated its position as provided in paragraph (**4**) of Section 6.5 (A).

Any such warning so given shall be continuing in effect until the cause for such warning shall have been removed by the employee and any failure on the part of the Company to take action following any such warnings, regardless of lapse of time, shall not be deemed a waiver by the Company of its right to act upon such warning at any later date within six months. In the event that two such warnings are given within a period of two years, such six months limitation shall be extended to one year on the second warning; and if subsequent warnings are given within one year after the lapse of the previous warning period, such limitation shall be extended to two years**.**

6.7 – Termination Wages

(A) Discharge: An employee when discharged for unsatisfactory job performance, as defined under paragraph (A) of Section 6.3 (Causes for Disciplinary Action), shall receive a termination wage equivalent to one week's pay per year of service, up to a maximum termination wage of ten weeks' salary and in addition shall receive payment for any unused portion of the Vacation Allowance for which such employee is then eligible.

An employee who has been demoted for unsatisfactory job performance, as defined under paragraph (A) of Section

6.3, may elect, as an alternative to such demotion, to terminate his or her employment with the Company and to receive the termination wage provided herein, provided such election is made either in lieu of protesting the demotion within the five days provided in Section 6.5 (Disciplinary **and Protest** Procedure), or if the demotion is protested, within the time limits provided in paragraph (**4**), Section 6.5 (A); provided however, that refusal of the employee to perform the duties of the classification to which he or she is demoted, during any portion of the time period provided in Section 6.5 for appeal against the demotion, shall be deemed an election to terminate his or her employment with the Company and to receive the termination wage hereinabove provided.

An employee who is discharged for misconduct as defined under paragraph (B) of Section 6.3, or commission of or conspiracy to commit any act of sabotage, shall not be entitled to a termination wage.

(B) Demotion: An employee who has been demoted for misconduct as defined under paragraph (B) of Section 6.3 (Causes for Disciplinary Action), may elect, as an alternative to such demotion, to terminate his or her employment with the Company and to receive two weeks' termination wage, provided such election is made either in lieu of protesting the demotion within the five days provided in Section 6.5 (Disciplinary **and Protest** Procedure), or if the demotion is protested, within the time limits provided in Section 6.5. Refusal of the employee to perform the duties of the classification to which he or she is demoted, during any portion of the time period provided in Section 6.5 for appeal against the demotion, shall be deemed an election to terminate his or her employment

with the Company and to receive the termination wage hereinabove provided.

6.8 – Non-Disciplinary Grievance Procedure

The parties encourage the settlement of disputes at the local level between employees and supervisors prior to initiation of formal procedure.

Messenger Service: The Union and the Company mutually agree that the prompt handling of grievances is a fundamental responsibility of both the Union and the Company and to that end the Company will permit the use of its regular Company messenger service for the purpose of handling grievance matters and will establish a delivery and pickup service at Union headquarters for the purpose of expediting this matter. Union representatives will be authorized to use the Company "special service" messenger facilities at such times as the situation appears to warrant. It is understood and agreed, however, that the use of the Company messenger facilities shall normally be limited to handling grievances.

Shop Steward Selection: In order to aid in the proper disposition of grievances, Shop Stewards may be selected by the Union. Such Shop Stewards may be selected from among the active employees in each of the departments and groups in the bargaining unit.

Grievance Investigation Training: The Union agrees to train all new area officers, unit officers, and local presidents with regard to grievance investigations on Company time. This training must be completed within 30 days of the officer taking office. Further, if the Union fails to

train the above-mentioned officer, the officer will be precluded from conducting such grievance investigation on Company time.

Grievance Procedure: Any grievance, other than appeal following disciplinary action, as provided in Section 6.5 (Disciplinary **and Protest** Procedure) of any employee covered by the terms of this Agreement, or any dispute which shall arise between the Union or its members and the Company shall be determined in the following manner:

Responses from the Company to any step of the grievance procedure shall be sent to the appropriate Union office with copies to the involved Region/Departmental officer, shop steward and the president of the local.

Each grievance shall be initiated within 90 calendar days of the event causing the grievance, or within 90 calendar days after the date on which such event should reasonably have become known by the aggrieved employee. For this purpose, the grievance shall be **electronically submitted** in accordance with paragraph (B) of Step 1*.

Step 1: Grievance Procedure

(A) **Union Investigation:** The Union will make a careful investigation of the grievance before it is reduced to the formality of a written complaint in order to ascertain that the grievance complaint is justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. For this purpose, one officer

* For job disqualifications, there is a 15 **calendar** day limit to initiate grievances. Refer to Section 5.10 (E)

from the Union shall be allowed a reasonable length of time with pay to complete the investigation after having notified and received permission for such from the Regional Manager or his or her designated representative. It is mutually agreed that the normal procedure shall be for the local Union representative to discuss any pending grievance with the appropriate local management representative before formally presenting it except that grievances involving potential pay adjustments shall be based upon the date of filing of the grievance in Step 1.

The grievance complaint shall set forth all the facts necessary to understanding of the issues involved, and it shall be free from charges or language not germane to the real issue or conducive to subsequent calm deliberations. So far as possible, the Union and the Company shall avoid publicizing any grievance or complaint founded thereon prior to the final determination of the issue, other than as a matter of internal communication.

(B) **Filing of the Grievance:** Grievances which are appealed to Step 1 in timely fashion **electronically submitted to** the Company and approved by the Union, signed and dated by the aggrieved and his or her Union representative, and filed with the local management representative delegated to receive such local grievances on behalf of the Company. The Union will be advised of the appointment of local management representatives. In the event that doubt exists as to the identity of such local management representative, the grievance complaint may be addressed to “Appropriate Local Management Representative, c/o Director, Labor Relations.” Such grievances will be forwarded immediately to the Company

representative to whom authority for handling the grievance has been delegated.

(C) **Company Investigation and Response:** The local management representative will commence a prompt investigation of the facts and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the normal conduct of necessary business. Upon reaching such conclusion, but in any event, within ten working days of the receipt of the grievance, the local management representative will reply in writing, stating the Company's position on the issues raised in the complaint.

Step 2: Grievance Procedure

(A) **Request for Hearing with Labor Relations:** If **the Union wishes to discuss the grievance further**, upon request within ten working days after receipt of the Company's **position statement**, a final meeting will be held with **Labor Relations** representatives. The request for a final meeting should be made in writing and **shall** state **the issue and all facts** which are still in dispute, if any, and the specific basis upon which the Union takes issue with the position of the local management representatives. **Any grievance not referred by the Union to Step 2 within ten working days, will be precluded from further discussion and will be considered closed.**

(B) Hearing with Labor Relations: Attendance of Union representatives at meetings in this step of the grievance procedure will normally not exceed seven people. The Company will sustain pay and reimburse the casual mileage rate of not more than two employees (three in the

case of Joint grievances where employees from more than one Union attend); provided, however, that by mutual agreement this limitation as to the number in attendance and the number to be reimbursed may be revised.

Within three working days following receipt of the Union's request for a final meeting, the Company will acknowledge the request by letter and will arrange a meeting within the next ten working days whenever any necessary fact finding can be accomplished prior to the date of the meeting scheduled within such period. If it is obvious that the necessary fact finding cannot be accomplished in such time as to permit the Company to discuss the grievance within such ten working day period, the letter will include a statement to that effect and a tentative date will be set for a later meeting. The Company and the Union by mutual agreement can waive the time limits provided herein.

(C) Company's Response to Hearing: Within ten working days following conclusion of the final meeting, the Company will give the Union a brief written statement of the decision reached.

(D) Grievances General in Nature: Grievances of a general nature (system-wide) by the Union shall be initiated by the Local Union President or designated representative by a written statement served by the aggrieved party on the other and filed within 90 calendar days of the event causing the grievance or after the date on which such event should reasonably have become known. Such grievances shall be heard directly in Step 2.

6.9 – Arbitration Procedure for Disciplinary Protests and Non-Disciplinary Grievances

Step 3: Grievance Procedure/Arbitration

If the final decision of the Company is not acceptable to the Union, the Union may refer the matter to arbitration as provided by this section hereof, provided a written request for arbitration is received by the Human Resources Department within the 20 calendar days next following the date of receipt of the Company's statement of position as provided by **Section 6.5 (A)(5) and** Step 2, paragraph (**C**) of Section 6.8 (**Non- Disciplinary** Grievance Procedure).

There will be no arbitration of any dispute unless requested in writing by the Union, as distinct from a request by the individual employee. Disputes which are arbitrable under this Section shall include only those arising under the provisions of Section 6.5 (Disciplinary and Protest Procedure) or Section 6.8 (Non-Disciplinary Grievance Procedure) which concern the interpretation or application of any of the terms or provisions of this Agreement. Arbitration under this section shall be the exclusive means of settling such disputes.

It is agreed that no issue or contention shall be arbitrable which is contrary to any express provision of this Agreement nor shall it involve a determination in disregard or in any manner violative of any power, authority, function or duty which under the provisions of this Agreement are expressly vested in or reserved to the Union or to the Company.

In the event that the Union schedules a membership or Executive Board vote concerning a request for arbitration

of a grievance at the earliest regular meeting (or series of area meetings) following the date of the Company's letter, the 20-day limit referred to above shall be extended until the second working day following the date of the completion of the vote, provided that the Union notifies the Company in writing within the 20-day limit that a vote has been scheduled, specifying the date when the voting will be completed, and provided further that in no event shall the time limit be extended more than 25 additional calendar days beyond the 20-day limit. Discharge cases will be **calendared** for arbitration within six months from the date of termination**. Once the case is calendared, if the selected arbitrator becomes unavailable longer than 9 months from the date of termination, unless agreed to otherwise, the parties will select another arbitrator who is available within 6 months from the date of termination, or as soon as possible thereafter.**

Any grievance or non-discharge protest not calendared for arbitration within 36 months from the date of the grievance will be considered moot and closed. Additionally, once calendared, the parties may each postpone the arbitration hearing no more than once, or the grievance will be considered moot and closed.

Step 4: Alternative Dispute Resolution

The parties recognize the need to resolve grievances and protests of disciplinary actions whenever possible in order to avoid the expense and delay associated with arbitration. Therefore, the parties **will continue to use informal efforts to mediate and resolve cases when possible at**

the earliest opportunity. The parties may also use the following expedited arbitration procedure, where mutually agreed to by the parties, to resolve pending arbitration cases as well as grievances and protests of discipline that may arise during the term of this Agreement.

A. Expedited Arbitration:

1. **Grievances, protests, and p**ending arbitration cases may be referred to expedited arbitration by mutual agreement of the parties. **Arbitrators shall be selected using the arbitrator selection process outlined in Step 5: Board of Arbitration.**

2. No less than two (2) weeks prior to each scheduled expedited arbitration date the parties shall meet to determine which cases are to be heard at that scheduled date. At that time the parties shall seek to agree upon fact stipulations and shall exchange witness lists and evidence to be submitted at the hearing. Except for good cause shown as determined by the arbitrator, and rebuttal witnesses and evidence, no witnesses nor evidence not revealed at this time shall be admissible at the hearing.

3. At that time the parties shall also agree upon an issue statement. Failure to agree upon an issue statement will automatically refer the case back to regular arbitration.

4. At the hearing each party will have seventy-five (75) minutes to present its case, however, the arbitrator has the authority to extend the time. That time may be used in whatever fashion that party chooses, and allocated as it wishes. Cross examination shall count against the party conducting it.

5. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before her or him by the representatives of the parties. In all respects, he or she shall assure that the hearing is a fair one. The arbitrator shall also be responsible for keeping the parties to the time allotted.

6. No briefs shall be filed nor transcripts made.

7. The arbitrator shall provide the parties with a written award at the conclusion of each case or by the close of the hearing day, including a brief written opinion in support of the decision unless both parties agree that no opinion shall be provided.

8. These decisions shall be final and binding upon the parties and shall not be cited as precedent in any succeeding arbitration case. The authority of the arbitrator shall be the same as provided for the Board of Arbitration pursuant to Article VI.

Step 5: Board of Arbitration

Should the Union and the Company fail to settle any such arbitrable dispute, the matter in controversy shall be submitted in writing to a Board of Arbitration who shall settle such matter as provided herein.

(A) **Arbitration Panel Selection:** The Board of Arbitration shall consist of three members, one of whom shall be selected by the Company, one of whom shall be selected by the Union, and a third by mutual agreement of the Company and the Union. The fee charged by the third arbitrator shall be borne equally by the Company and by

the Union. **Alternatively, the parties may mutually agree to select an arbitrator using the FMCS list described below.**

The third member of the Board of Arbitration shall, within ten working days of the Company's acceptance of the Union's request for arbitration, be selected from the panel of arbitrators.

The arbitrator listed at the top of such panel shall be selected, unless such arbitrator is disqualified as herein provided, in which case the next listed arbitrator shall be selected. The name of the selected arbitrator shall be moved to the bottom of the panel. The Union and the Company may, on an alternating basis, within the ten days provided above, disqualify the arbitrator listed at the top of such panel, with the provision that each party may disqualify not more than one arbitrator for any one arbitration based on its turn for the first or second disqualification in the selection process.

If the selected arbitrator is not available within 6 months, the parties **will restart the selection process beginning with the next arbitrator on the list to select an arbitrator** available within six months. **Should no arbitrator from the selected panel list be available within six months, the party wishing to proceed to arbitration will request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators using the FMCS procedures. The requesting party shall share the list of arbitrators with the other party. Selection shall be accomplished by the Union and the Company, in rotating order in each case, striking one (1) name from the list in turn until**

only one (1) name remains. As an alternative to the foregoing procedure, an Arbitration Board list and the procedure for arbitrator selection may be formed upon the mutual agreement of both parties.

Upon appointment of the Board of Arbitration, the parties shall arrange a hearing date and start hearings as promptly as possible, for it is the expressed desire of the parties to dispose of all arbitrable disputes as promptly as possible.

(B) Arbitration Decision: The decision of a majority of the Board of Arbitration shall be binding upon the Company, the employee, and the Union, unless any party to the controversy shall, within ten working days subsequent to such award, make a claim in writing that such award was invalid upon the grounds set forth in the Arbitration Statute of California Code of Civil Procedure. Upon receipt of such claim, the parties shall meet promptly to attempt to gain an understanding of such claim, and if possible to work out a solution therefor which will be acceptable to all parties to the controversy. No party to the controversy shall avail himself or herself of the provisions of any section of Code of Civil Procedure relating to the modification or correction of such award until the parties have made a diligent effort to compose their differences concerning the award, and in no event earlier than ten working days subsequent to the conclusion of the discussion of the claims of the aggrieved party that the award was improper upon the grounds set forth in the Arbitration Statute of the Code.

(C) General Provisions:

(1) Withdrawal by Union: If the Union decides to withdraw its request for arbitration, it shall so notify the Company in writing within ten working days of reaching such decision.

(2) Jurisdictional Limitations: It is agreed that the Board of Arbitration or any one of them shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement in any respect whatsoever.

6.10 – Adjustment of Status and Pay

Where an appeal through grievance procedure is upheld, the Company agrees to adjust, in accordance with the findings, an employee's status and pay retroactively to the date of filing of the grievance. Notwithstanding and in no event to exceed the remedy contained in Section 6.1 (General Statement), the Board of Arbitration may, in non-discharge disciplinary grievances, modify the action taken by the Company.

Article VII

SHORTAGE OF WORK

7.1 – Seniority in Layoff

When there is a shortage of work in a specific job or job classification at a work location, the Company will seek to achieve reductions locally before expanding the layoff to unaffected areas. Where practical, work force will be reduced through voluntary movement of employees, by reassignment to fill vacancies within the affected job classification at the affected work location, or by voluntary termination from the Company. In addition, the Company will lay off employees in affected positions whose performance is rated less than satisfactory before laying off employees whose performance is satisfactory.

Employees will be subject to layoff in the inverse order of their seniority subject to the conditions specified in this Section. The affected employee subject to layoff is generally the least senior employee in the lowest level job at the affected work location, in the region or system wide. However, it is understood that employees being reassigned or filling positions under the provisions of this section must meet the minimum qualifications for the available job. An employee in a higher job at the affected work location who does not meet the minimum qualification for the lower job, or who is less senior than the least senior employee in the lower job classification(s) in the same progression, may become the affected employee.

The affected employee will be notified of the shortage of work and will have ten (10) working days to accept a job

offer or to terminate from the Company. During this period, the Company will provide the affected employee the opportunity to qualify for vacancies through prequalifying examinations and/or skills testing as required.

(A) The Company will identify vacancies or create vacancies throughout the company as job opportunities with the intent of achieving the reduction at the earliest possible step. Any such job opportunities shall go first to a disability bidder with a bid on file for the position if such disability bidder has greater seniority than the affected employee. Employees impacted by this process will be contacted only after job placement opportunities have been identified and not filled by a disability bidder. Such employees will be offered the choice of one of the following options:

1. Accepting one of the job vacancy(ies) identified by the Company;

2. Displacing the least senior employee, with less seniority, in the next lower classification in the same job progression at the same work location. This step is repeated to reach the least senior employee in the lowest job classification at the affected work location. If the least senior employee's performance is rated LTS, the employee is terminated with termination wages.

   The displaced person who is the least senior employee in the lowest job classification and whose performance is rated satisfactory shall be offered the opportunity to exercise option 1

or to displace the least senior employee in the lowest job classification in the same job progression within the region or systemwide if no opportunity exists within the affected region.

3. Leave the Company with termination wages equal to one (1) week's pay for each completed year of service up to a maximum of 24 weeks.

4. Displace the least senior employee in a job classification the employee held during the previous five (5) years.

(B) **Termination From the Company:** Employees who terminate under this section, will terminate immediately with termination wages as described above.

(C) **Red-Circle Pay:** Employees reassigned by the Company under the provisions of this section who accept a job of lower pay grade, will receive red-circle pay until the rate of pay for the new job reaches the pay rate for the job from which the employee was laid off**.** The employee will retain red-circle pay for any subsequent job move initiated by the employee to a parallel or higher level job.

(D) **Exemption from Restriction:** Employees who are placed in new jobs under this section are exempt from the one-year restriction from bidding under Article V.

Nothing in this section should be construed as requiring the Company to place an employee in a job for which he or she is not qualified. The refusal of an offer of

reemployment will terminate any obligation assumed by the Company.

APPENDIX A

Grade 1

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$30.02	$31.49	$32.10	$32.73	$33.36
Hourly Base Rate Eff. **1/1/23**	$30.92	$32.44	$33.07	$33.71	$34.36
Hourly Base Rate Eff. **1/1/24**	$31.93	$33.49	$34.14	$34.81	$35.47

Cashier-1
Cashier-Bilingual-1
Part-time Cashier-Bilingual-1
Part-time Cashier-1
Facilities Helper
Food Service Helper-PT
Mail Payment Clerk-1

Grade 2

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$33.11	$34.79	$35.44	$36.08	$36.81
Hourly Base Rate Eff. **1/1/23**	$34.11	$35.83	$36.50	$37.16	$37.92
Hourly Base Rate Eff. **1/1/24**	$35.22	$37.00	$37.69	$38.37	$39.15

Administrative Clerk-2
CARE Clerk-2
Collection Checking Clerk-2
Customer Service Representative-2
Customer Service Representative-Bilingual-2
Part-time Customer Service Representative-2
Fleet Assistant
Logistics Associate
Mail Equipment Operator-2
Office Clerk-2
Payment Entry Operator-2
PBX Operator-2

Grade 3

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$35.51	$37.26	$37.98	$38.72	$39.49
Hourly Base Rate Eff. **1/1/23**	$36.57	$38.38	$39.12	$39.88	$40.68
Hourly Base Rate Eff. **1/1/24**	$37.76	$39.63	$40.40	$41.18	$42.00

Administrative Clerk-3 Knowledge of Typing
Administrative Clerk-3 Qualified Typist
Administrative Clerk-Bilingual-3 Knowledge of Typing
Administrative Clerk-Bilingual-3 Qualified Typist
Base Assistant-3
Customer Correspondence Clerk-3
Data Distribution Clerk-3
Field Service Assistant
Instrument Shop Mechanic #2
Leak Survey Technician
Mapping Aide (Non-Region)
Meter Records Processing Clerk-3
Meter Repair Technician
MSA Inspection Representative
MSA Office Representative
MSA Office Representative-Bilingual
Office Clerk-3 (CCC Only)
Outbound Dialing Representative-3
Outbound Dialing Representative-Bilingual-3
Payment Entry Clerk-3
Receptionist
Work Order Control Clerk

Grade 4

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$37.89	$39.77	$40.57	$41.35	$42.15
Hourly Base Rate Eff. **1/1/23**	$39.03	$40.96	$41.79	$42.59	$43.41
Hourly Base Rate Eff. **1/1/24**	$40.29	$42.29	$43.15	$43.97	$44.82

Administrative Clerk-4
Blacksmith
CARE Processing Clerk-4
CARE Processing Clerk-4-Bilingual
Communications Storeroom Keeper
Construction Technician
Customer Contact Representative-4
Customer Contact Representative-Bilingual-4
Customer Service Representative-4
Customer Service Representative-Bilingual-4
Part-time Customer Service Representative-Bilingual-4
Part-time Customer Service Representative-4
Field Collector
Field Technician
Headquarters Payment Control Clerk-4
Laboratory Assistant
Laboratory Assistant – Chemical/Environmental
Lead Computer Operator-4
Lead Mail Equipment Operator-4
Leakage Control Clerk-4
Logistics Representative
Materials Inspector
Measurement Technician #2
Meter Reading Clerk-4
Meter Reading Technician
Station Assistant
Transportation Logistics Representative

Grade 5

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$40.71	$42.75	$43.61	$44.42	$45.32
Hourly Base Rate Eff. **1/1/23**	$41.93	$44.03	$44.91	$45.75	$46.68
Hourly Base Rate Eff. **1/1/24**	$43.29	$45.46	$46.37	$47.24	$48.19

Collections Control Clerk-5
Collections Control Clerk-5-Bilingual
Customer Billing Analyst-5
Dispatch Specialist
District Operations Clerk-5
Energy Technician Residential*
Fabrication Shop Mechanic #1
Gas Measurement Analyst-5
Instrument Shop Mechanic #1
Lead Accounts Control Clerk-5
Lead Customer Correspondence Clerk-5
Lead Field Collector
Lead Meter Records Clerk-5
Lead Outbound Dialing Representative-5
Lead Payment Control Clerk-5
Mapping Assistant (Non-Region)
Meter & Regulator Clerk-5
Meter & Regulator Technician #2
Pipeline Planning Assistant
Pipeline Technician
Reconciliation Clerk-5
Revenue Protection Clerk-5
Senior Administrative Clerk-5
Senior Administrative Clerk-5-Knowledge of Typing
Senior Administrative Clerk-5-Qualified Typist
Senior Data Control Clerk-5
Senior Field Collector
Senior Leakage Control Clerk
Senior Logistics Representative
Senior Work Order Control Clerk
Station Technician
System Protection Clerk
System Protection Technician
Transmission & Storage Inventory & Administrative Technician

****Effective January 1, 2022, Employees with five or more years of service as an Energy Technician Residential will receive a premium of $1.50 per hour.***

Grade 6

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$43.99	$46.16	$47.06	$48.00	$48.94
Hourly Base Rate Eff. **1/1/23**	$45.31	$47.55	$48.47	$49.44	$50.41
Hourly Base Rate Eff. **1/1/24**	$46.78	$49.09	$50.05	$51.05	$52.05

Assistant Telecommunication Technician
Cathodic Protection Technician
Commercial Services Technician
Electronic Energy Measurement Technician
Energy Technician Distribution
Facilities Mechanic
Fleet Technician
Investigation Representative-6
Journey Facilities Mechanic
Laboratory Technician
Laboratory Technician Chemical/Environmental
Lead Branch Office Representative-6
Lead Branch Office Representative-Bilingual-6
Lead CARE Control Clerk-6
Lead Collection Representative-6
Lead Collection Representative-Bilingual-6
Lead Customer Billing Analyst-6
Lead Customer Service Representative-6
Lead Customer Service Representative-Bilingual-6
Lead Instrument Shop Mechanic
Lead Materials Inspector
Lead Meter Mechanic
Lead Planning Clerk-6
Measurement Electronic Technician
Repair Shop Mechanic #1
Senior Electronics Equipment Technician
Senior Work Order Analysis Clerk
Shop Welder
Special Accounts Representative-6
Storage Engineering Specialist
System Protection Specialist

Grade 7

6 months per step 2-year progression	**Starting**	**First 6 Months**	**Second 6 Months**	**Third 6 Months**	**Standard 6 Months**
Hourly Base Rate Eff. **1/1/22**	$47.16	$49.48	$50.45	$51.44	$52.43
Hourly Base Rate Eff. **1/1/23**	$48.57	$50.97	$51.96	$52.99	$54.01
Hourly Base Rate Eff. **1/1/24**	$50.15	$52.62	$53.65	$54.71	$55.76

Cathodic Protection Specialist
Journey Blacksmith
Journey Electrician
Journey Electrician - Storage
Journey Machinist
Journey Sheet Metal Mechanic
Journey Welder
Lead Construction Technician **I**
Lead Dispatch Specialist
Lead Facilities Mechanic
Lead Fleet Technician
Mapping Associate
Measurement and Quality Technician
Measurement Specialist
Measurement Technician #1
Meter & Regulator Technician #1
NGV Station Technician
Office Equipment Technician
Planning Associate
Station Operations Specialist
System Protection Planner
Transmission Welding Specialist

Grade 8

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$50.60	$53.12	$54.14	$55.22	$56.29
Hourly Base Rate Eff. **1/1/23**	$52.12	$54.71	$55.76	$56.88	$57.98
Hourly Base Rate Eff. **1/1/24**	$53.81	$56.49	$57.57	$58.73	$59.86

Field Planning Associate
Gas Storage Specialist
Industrial Services Technician
Instrument Specialist
Lead Construction Technician II
Lead Electrician
Lead Electrician – Storage
Lead Electronics Equipment Technician
Lead Laboratory Technician
Lead Laboratory Technician Chemical/Environmental
Lead Machinist
Lead Measurement Electronic & Quality Technician
Lead Measurement Technician
Lead Meter & Regulator Technician
Lead Planning Associate
Lead Repair Shop Mechanic
Lead Systems Protection Specialist
Metal Crafts Leader
Meter & Regulator Instrument Specialist
Senior Cathodic Protection Specialist
Senior Station Operations Specialist
Station Maintenance Specialist
Telecommunication Technician
Transmission Pipeline Specialist

Grade 9

6 months per step 2-year progression	Starting	First 6 Months	Second 6 Months	Third 6 Months	Standard 6 Months
Hourly Base Rate Eff. **1/1/22**	$54.23	$56.94	$58.06	$59.21	$60.34
Hourly Base Rate Eff. **1/1/23**	$55.86	$58.65	$59.80	$60.99	$62.15
Hourly Base Rate Eff. **1/1/24**	$57.68	$60.56	$61.74	$62.97	$64.17

Lead Meter & Regulator Instrument Specialist
Senior Gas Storage Specialist
Senior Instrument Specialist
Senior Station Maintenance Specialist
Senior Telecommunications Technician

Other Jobs

Job Title	2022	2023	2024
Customer Service Representative Trainee	$18.25	$18.80	$19.41
ESAP CAR – Office-Bilingual	$20.89	$21.52	$22.22
ESAP CAR – Office	$20.89	$21.52	$22.22
ESAP CAR – Field-Bilingual	$20.89	$21.52	$22.22
ESAP CAR – Field	$20.89	$21.52	$22.22
Advanced Meter Project Field Rep	$24.17	$24.90	$25.71
Advanced Meter Project Office Rep	$24.17	$24.90	$25.71
Advanced Meter Project Office Rep-Bilingual	$24.17	$24.90	$25.71
Base Support Assistant-PT (Step 1)	$17.17	$17.69	$18.27
Base Support Assistant-PT (Step 2)	$24.54	$25.27	$26.09
Base Support Assistant-FT (Step 1)	$17.17	$17.69	$18.27
Base Support Assistant-FT (Step 2)	$24.54	$25.27	$26.09
Meter Reader-PT (Stage 1)	$16.84	$17.34	$17.91
Meter Reader-PT (Stage 2)	$24.52	$25.26	$26.06
Meter Reader-R	$28.69	$29.55	$30.51
Pipeline Technician Assistant-PT	$35.50	$36.57	$37.76
Storage Technician Assistant-PT	$35.50	$36.57	$37.76

APPENDIX B

JOB INDEX LISTING

JOB PROGRESSIONS AND LAYOFF AREAS

The following list includes job progressions referred to in the Position Opportunity System and in Layoff. The payroll classifications included in each job progression are listed in ascending pay grade order.

Job progressions in different Regions/Departments are considered to be of the same type if they have the same progression titles.

Employees in the same job progression or in the same type of job progression at other work locations have bid priority over the other open bidders.

An employee facing layoff may displace another employee only in his or her current job progression and work location, or in the same type of job progression within the region or system wide. When two or more classifications in a job progression are the same pay grade, for the purpose of layoff, they are to be treated as if they were one single classification.

ACCOUNTING OPERATIONS

Accounts Payable
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing

New Business Accounting
- Reconciliation Clerk-5
- Administrative Clerk-2

Sundry Billing
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing
- Administrative Clerk-2

REGION OPERATIONS

RO Administrative Support (NOTE 1)
- Lead Dispatch Specialist-7
- Dispatch Specialist-5
- **Sr. Work Order Control Clerk**
- **Sr. Leakage Control Clerk**
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- District Operations Clerk-5
- Meter and Regulation Clerk-**5**
- **System Protection Clerk-5**
- Leakage Control Clerk-**4**
- **Work Order Control Clerk**
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing
- Administrative Clerk-2

(NOTE 1) All jobs in Administrative Support job progression will have progression bid rights to all other Administrative progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

GAS DISTRIBUTION

Planning
- Lead Planning Associate
- Planning Associate (NOTE 7)
- Pipeline Planning Assistant (NOTE 8)

Field Collection
- Lead Field Collector
- Senior Field Collector
- Field Collector

System Protection
- Lead System Protection Specialist
- System Protection Planner (NOTE 7)
- System Protection Specialist (NOTE 8)
- System Protection Technician

Meter and Regulator
- **Lead Meter and Regulator Instrument Specialist**
- Lead Meter and Regulator Technician
- **Meter and Regulator Instrument Specialist**
- Meter and Regulator Technician #1
- Meter and Regulator Technician #2

Construction
- Field Planning Associate
- **Lead Construction Technician II**
- Lead Construction Technician **I**
- Energy Technician Distribution
- Construction Technician (NOTE 6)
- **Leak Survey Technician**

(NOTE 6) Construction Technicians bidding to the Field Technician classification who meet the minimum qualifications will have equal bid rights to that of the Field Service Assistants.

(NOTE 7) System Protection Planner and the System Protection Specialist will have equal bid rights to the Planning Associate as the Pipeline Planning Assistant. Planning Associate will have equal bid rights to the System Protection Planner.

(NOTE 8) Pipeline Planning Assistant will have equal bid rights to the System Protection Specialist as the System Protection Technician.

SUPPLY CHAIN & SUPPORT SERVICES

Fleet Maintenance
- Lead Fleet Technician
- Fleet Technician
- Fleet Assistant

Facilities Maintenance
- Lead Facilities Mechanic
- Journey Facilities Mechanic
- Facilities Mechanic
- Facilities Helper

Administrative Support (NOTE 1)
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Administrative Clerk-3 - Qualified Typist (NOTE 3)
- Admin Clerk-3-Knowledge of Typing (NOTE 3)
- Receptionist Clerk-3
- PBX Operator-2

Office Equipment Repair
- Office Equipment Technician

(NOTE 1) All jobs in Administrative Support job progressions will have progression bid rights to all other Administrative Support progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

(NOTE 3) This job has layoff rights to the Region Operations, Administrative Support job progression.

SUPPLY **CHAIN & SUPPORT SERVICES**

Materials Inspection
- Lead Materials Inspector
- Materials Inspector

Electronics Repair Shop
- Lead Electronics Equipment Technician
- Senior Electronics Equipment Technician

Repair Shop
- Lead Repair Shop Mechanic
- Repair Shop Mechanic #1

Machine Shop
- Lead Machinist
- Journey Machinist

(NOTE 1) All jobs in Administrative Support job progressions will have progression bid rights to all other Administrative Support progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

SUPPLY **CHAIN & SUPPORT SERVICES**

Blacksmith*
- Journey Blacksmith
- Blacksmith

Fabrication Shop*
- Journey Sheet Metal Mechanic
- Fabrication Shop Mechanic #1

Logistics
- Senior Logistics Representative
- Logistics Representative
- Transportation Logistics Representative
- Logistics Associate

Metal Crafts*
- Metal Crafts Leader

Welder*
- Journey Welder
- Shop Welder

*Journey Welder, Journey Blacksmith, and Journey Sheet Metal Mechanic are considered first for promotion to Metal Craft Leader prior to any other candidates.

IT/OT NETWORK OPERATIONS

Telecommunications Technical
- Senior Telecommunications Technician
- Telecommunications Technician
- Assistant Telecommunications Technician

Communications Storeroom
- Communications Storeroom Keeper

Communications Administrative Support (NOTE 1)
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing

(NOTE 1) All jobs in Administrative Support job progressions will have progression bid rights to all other Administrative Support progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

CUSTOMER CONTACT CENTER

Customer Contact Center
- Lead Customer Service Representative-6
- **Lead Customer Service Representative-Bilingual-6**
- Customer Service Representative-Bilingual-4
- Customer Service Representative-4
- Office Clerk-3 (CCC) **(NOTE 12)**
- **Part-time Customer Service Representative-Bilingual-4 (Note 15)**
- **Part-time Customer Service Representative-4 (Note 15)**
- **Part-time Customer Service Representative-2**
- **MSA Office Representative**
- **MSA Office Representative-Bilingual**
- Customer Service Representative-2

Correspondence
- Lead Customer Correspondence Clerk-5 (NOTE 12)
- Customer Correspondence Clerk-3 (NOTE 12)

Investigation
- Investigation Representative-6

Outbound Dialing
- Lead Outbound Dialing Representative-5
- Outbound Dialing Representative-3 (Bilingual)
- Outbound Dialing Representative-3

(NOTE 12) Office Clerk-3 (CCC), Ld Customer Correspondence Clk-5, Customer Correspondence Clerk-3, Admin Clk-3s in Commercial & Industrial job progressions will have progression bid rights to all jobs in Administrative Support Job progressions.

(NOTE 15) For bidding purposes, the Part-time Customer Service Representative-Bilingual-4 and Part-time Customer Service Representative-4 will have equal bidding priority within the progression.

CUSTOMER **SOLUTIONS**

CARE
- Lead CARE Control Clerk-6
- CARE Processing Clerk-Bilingual-4
- CARE Processing Clerk-4
- CARE Clerk-2
- Office Clerk-2

Commercial and Industrial Services
- Administrative Clerk-3 - Qualified Typist (NOTE 12)
- Administrative Clerk-3 - Knowledge of Typing (NOTE 12)

ESAP
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Administrative Clerk-Bilingual 3- Qualified Typist
- Admin Clerk-Bilingual- 3- Knowledge of Typing
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing
- **ESAP CAR – Office-Bilingual**
- **ESAP CAR – Office**
- **ESAP CAR – Field-Bilingual**
- **ESAP CAR – Field**

Food Service
- **Food Service Helper-PT**

(NOTE 12) Office Clerk-3 (CCC), Ld Customer Correspondence Clk-5, Customer Correspondence Clerk-3, Admin Clk-3s in Commercial & Industrial job progressions will have progression bid rights to all jobs in Administrative Support Job progressions.

CUSTOMER **SERVICES**

Branch Offices
- Lead Branch Office Representative-6 (NOTE 11)
- **Lead Branch Office Representative-6-Bilingual (Note 11)**
- Customer Contact Rep-Bilingual-4 (NOTE 11)
- Customer Contact Representative-4 (NOTE 11)
- Administrative Clerk-4
- Cashier-Bilingual-1
- Cashier-1
- **Part-time Cashier-Bilingual-1 (NOTE 16)**
- **Part-time Cashier-1 (NOTE 16)**

Mass Markets Credit Collection
- Lead Collection Representative-6
- **Lead Collection Representative-6-Bilingual**
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Collection Control Clerk-5
- Collection Control Clerk-5-Bilingual
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing
- Collection Checking Clerk-2

Mass Markets Billing Services
- Lead Customer Billing Analyst-6
- Special Accounts Representative-6
- Lead Accounts Control Clerk-5
- Revenue Protection Clerk-5
- Customer Billing Analyst-5
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing
- Office Clerk-2

(NOTE 11) For purposes of layoffs in Payment Offices, Lead Branch Office Representatives and Customer Contact Representatives may bump into the Customer Contact Center Progression.

(NOTE 16) For the purposes of bidding, Part-time Cashier-Bilingual-1 and Part-time Cashier-1 will have equal bidding priority within the progression.

CUSTOMER **SERVICES**

Remittance Processing
- Lead Payment Control Clerk-5
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Headquarters Payment Control Clerk-4
- Payment Entry Clerk-3
- Payment Entry Operator-2
- Mail Payment Clerk-1

Meter Reading Operations
- Meter Reading Clerk-4
- Meter Reading Technician-4 (NOTE 10)
- Meter Reader - R

Measurement Data Operations
- Gas Measurement Analyst-5
- Administrative Clerk-3 - Knowledge of Typing

Data Distribution
- Senior Data Control Clerk-5
- Lead Computer Operator-4
- Lead Mail Equipment Operator-4
- Data Distribution Clerk-3
- Mail Equipment Operator -2
- Office Clerk-2

Field Services
- Industrial Service Technician
- Commercial Services Technician
- Energy Technician Residential
- **Energy Technician Residential-Apprentice**
- Field Technician
- Field Service Assistant (NOTE 6)
- **MSA Inspection Representative**

(NOTE 6) Construction Technicians bidding to the Field Technician classification who meet the minimum qualifications will have equal bid rights to that of the Field Service Assistants.

(NOTE 10) An employee who previously worked as a Meter Reader, for one year or more, will be qualified to bid for the Meter Reader Technician position.

GAS TRANSMISSION AND STORAGE

Station Maintenance and Operations (NOTE 2)
- **Senior Station Maintenance Specialist (NOTE 13)**
- Station Maintenance Specialist
- **Senior Station Operations Specialist (NOTE 13)**
- Station Operations Specialist **(NOTE 13 & 14)**
- Station Technician (NOTE**S** 9, **13 & 14**)
- **Station Assistant (NOTE 13 & 14)**

Base Operations
- **Transmission & Storage Inventory Administrative Technician**
- Base Assistant

Instrument (NOTE 2)
- Senior Instrument Specialist
- Instrument Specialist
- Measurement Specialist

Cathodic Protection (NOTE 2)
- Senior Cathodic Protection Specialist
- Cathodic Protection Specialist
- Cathodic Protection Technician

(NOTE 2) The order of preference for jobs filled within Transmission and Storage will be as follows: 1) Disability bidders; 2) Transfer bidders, same job, different location; 3) Progression bidders by highest pay grade within their immediate job progression **or from the same classification within another progression under Gas Transmission and Storage**; 4) Any other Transmission and Storage Specialist; 5) Any Transmission and Storage Pipeline Technicians or Station Technicians with one year within the last five years' experience; 6) All other Bidders.

(NOTE 9) Employees in Pipeline Technician positions will have transfer progression bid rights to Station Technician positions once all Station Technician transfer bidders have been exhausted, and vice versa.

(NOTE 13) Employees in the following classifications will have an initial two year bid restriction; subsequent transfer bids to the same classification will only require a one year bid restriction: Pipeline Technician, Senior Gas Storage Specialist, Senior Station Maintenance Specialist, Senior Station Operations Specialist, Station Assistant, Station Operations Specialist, and Station Technician.

(NOTE 14) While restricted from bidding, employees in the following classifications will be eligible to bid for promotional opportunities with Transmission and Storage at the same work location, even if outside their progression: Station Assistant, Station Technician, Pipeline Technician, Station Operations Specialist.

GAS TRANSMISSION AND STORAGE

Pipeline (NOTE 2)
- Transmission Pipeline Specialist
- Transmission Welding Specialist
- Pipeline Technician (NOTE**S** 9, **13 & 14**)

Transmission Pipeline Planning (NOTE 2)
- Pipeline Planning Assistant

Administrative Support (NOTE 1)
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Administrative Clerk-4
- Administrative Clerk-3-Qualified Typist
- Administrative Clerk-3-Knowledge of Typing

(NOTE 1) All jobs in Administrative Support job progression will have progression bid rights to all other Administrative progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

(NOTE 2) The order of preference for jobs filled within Transmission and Storage will be as follows: 1) Disability bidders; 2) Transfer bidders, same job, different location; 3) Progression bidders by highest pay grade within their immediate job progression; 4) Any other Transmission and Storage Specialist; 5) Any Transmission and Storage Pipeline Technicians or Station Technicians with one year within the last five years' experience; 6) All other Bidders.

(NOTE 9) Employees in Pipeline Technician positions will have transfer progression bid rights to Station Technician positions once all Station Technician transfer bidders have been exhausted, and vice versa.

(NOTE 13) Employees in the following classifications will have an initial two year bid restriction; subsequent transfer bids to the same classification will only require a one year bid restriction: Pipeline Technician, Senior Gas Storage Specialist, Senior Station Maintenance Specialist, Senior Station Operations Specialist, Station Assistant, Station Operations Specialist, and Station Technician.

(NOTE 14) While restricted from bidding, employees in the following classifications will be eligible to bid for promotional opportunities with Transmission and Storage at the same work location, even if outside their progression: Station Assistant, Station Technician, Pipeline Technician, Station Operations Specialist.

GAS TRANSMISSION AND STORAGE

Transmission and Storage Engineering
- Storage Engineering Specialist-6
- Senior Work Order Analysis Clerk-6

Storage Electrical
- **Lead Electrician-Storage**
- **Journey Electrician-Storage**

Gas Storage (NOTE 2)
- **Senior Gas Storage Specialist (NOTE 13)**
- Gas Storage Specialist
- **Senior Station Operations Specialist (NOTE 13)**
- Station Operations Specialist
- Station Technician (NOTE**S** 9, **13 & 14**)

(NOTE 2) The order of preference for jobs filled within Transmission and Storage will be as follows: 1) Disability bidders; 2) Transfer bidders, same job, different location; 3) Progression bidders by highest pay grade within their immediate job progression; 4) Any other Transmission and Storage Specialist; 5) Any Transmission and Storage Pipeline Technicians or Station Technicians with one year within the last five years' experience; 6) All other Bidders.

(NOTE 9) Employees in Pipeline Technician positions will have transfer progression bid rights to Station Technician positions once all Station Technician transfer bidders have been exhausted, and vice versa.

(NOTE 13) Employees in the following classifications will have an initial two year bid restriction; subsequent transfer bids to the same classification will only require a one year bid restriction: Pipeline Technician, Senior Gas Storage Specialist, Senior Station Maintenance Specialist, Senior Station Operations Specialist, Station Assistant, Station Operations Specialist, and Station Technician.

(NOTE 14) While restricted from bidding, employees in the following classifications will be eligible to bid for promotional opportunities with Transmission and Storage at the same work location, even if outside their progression: Station Assistant, Station Technician, Pipeline Technician, Station Operations Specialist.

GAS ENGINEERING **& SYSTEM INTEGRITY**

Engineering Analysis Center
- Lead Laboratory Technician
- **Lead Laboratory Technician – Chemical/Environmental**
- Laboratory Technician
- **Laboratory Technician – Chemical/Environmental**
- Laboratory Assistant
- **Laboratory Assistant – Chemical/Environmental**

Engineering Services Administrative Support (NOTE 1)
- Administrative Clerk-3 - Qualified Typist
- Admin Clerk-3 - Knowledge of Typing

Measurement Gas Analysis
- Lead Measurement Technician
- Measurement Technician #1

Mapping
- Mapping Associate
- Mapping Assistant
- Mapping Aide

Mapping Administrative Support (NOTE 1)
- Senior Administrative Clerk-5 **– Qualified Typist**
- **Senior Administrative Clerk-5 – Knowledge of Typing**
- Administrative Clerk-3 - Qualified Typist
- Administrative Clerk-3 - Knowledge of Typing

(NOTE 1) All jobs in Administrative Support job progression will have progression bid rights to all other Administrative progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

GAS ENGINEERING **& SYSTEM INTEGRITY**

Electrician
- Lead Electrician
- Journey Electrician

NGV Maintenance
- NGV Station Technician
- Electronic Energy Measurement Technician

Instrument Shop
- Lead Instrument Shop Mechanic
- Instrument Shop Mechanic #1
- Instrument Shop Mechanic #2

Measurement Electronics
- Measurement Electronics Technician

Measurement Standards Quality
- **Lead Measurement Electronic & Quality Technician**
- Measurement and Quality Technician

Meter Shop
- **Lead Meter Mechanic**
- **Meter Repair Technician**

Measurement Operations Administrative Support (NOTE 1)
- **Lead Planning Clerk-6**
- **Lead Meter Records Clerk-5**
- **Meter Records Processing Clerk-3**

(NOTE 1) All jobs in Administrative Support job progression will have progression bid rights to all other Administrative progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

GAS CONTROL

Gas Control Administrative Support (NOTE 1)
Senior Administrative Clerk-5 **– Qualified Typist**
Senior Administrative Clerk-5 – Knowledge of Typing

(NOTE 1) All jobs in Administrative Support job progression will have progression bid rights to all other Administrative progressions as well as progression bid rights to the following classifications: Office Clerk-3 (CCC), Customer Correspondence Clerk-3, Ld Customer Correspondence Clk-5, Admin Clk-3s in Commercial & Industrial.

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

1560 HOURS AGREEMENT

The parties, desiring to resolve the issues raised by the grievance concerning use of Part-Time Customer Contact Representatives in Eastern Division, do hereby agree to settle the grievance as follows:

1. The following named employees -- Margaret E. Clark, Bettina L. Evans, Elizabeth Hollis, Sally A. Lopez, Edna F. McCarty, Olaya Padilla, Deborah E. Vasquez - shall be given seniority credit for all years of work as temporary part-time employees with the Southern California Gas Company in which they worked for 1,040 hours or more during the calendar year. The seniority credit will be calculated on the basis of the number of hours worked divided by 2,080 hours times one year. Michelle M. Backman will be entitled to past seniority credit on the same basis as the above-named employees if and when she becomes a regular employee of the Company.

2. With respect to the eight employees named in paragraph (1) above, no past benefits will be granted but only past seniority credit.

3. With respect to other employees, i.e., not named above, the following will apply but only with respect to the years 1989 and beyond:

(a) Any temporary part-time employee who works between 1,040 and 1,560 hours within a calendar year shall receive prorated seniority calculated as above, if and when he/she becomes a regular employee.

(b) If within a calendar year such an employee works more than 1,560 hours, he/she shall thereupon become a regular employee who, shall select one of the following choices: Bid for an open job; elect Section 11.01 (a) rights; or elect to voluntarily resign.

4. If the Company works a temporary part-time employee in a position more than 1,560 hours in a calendar year for two consecutive calendar years (or one such employee more than 1,560 hours for one year and another such employee more than 1,560 hours for the second year), the position thereupon shall become a regular, full-time position or, if it so chooses, the Company may eliminate the position and not hire an additional temporary part-time employee to fill said position for a period of not less than six months. The Company retains the right to use existing temporary part-time employees as before.

5. It is the intent of the parties, if it appears that a temporary part-time employee is going to work more than 1,560 hours in a calendar year in relief of a regular assignment, that the Company shall first consider bids of regular employees for said position on an "RV" assignment. If there are no such bidders, the Company shall offer the position to the temporary part-time employee, with the understanding that it is an "RV" assignment and that he/she could be bumped by the returning employee.

Jerry D. Myers	Gerardo A. Acosta
Manager of Labor Relations	Chairman, Joint Steering Committee
6/20/89	6/20/89

LETTER OF INTENT – CLASSES OF EMPLOYMENT

The Company policy regarding Classes of Employment is as follows:

A. General

The Company maintains two classes of employment, Regular and Temporary, to meet its basic operational needs. Special employment needs are met through independent contract employment.

B. Regular Employment

"Regular employment" is appropriate when the work is of sufficient duration to warrant the creation of a regular full-time job. Regular jobs are created or eliminated depending upon the condition of the Company's business. All persons hired into regular employment serve a probationary period of six to nine months.

C. Temporary Employment

"Temporary employment" is appropriate when the work is of insufficient duration or volume to warrant a regular position. There are two types of temporary employment, Full-time or Part-time.

1. Full-time temporary employment may not normally exceed a lifetime maximum of six months continuous or accumulated employment. Circumstances may develop to warrant an employee exceeding the limitation. Full-time temporary employment is appropriate when it appears that the temporary job may evolve into a regular position.

2. Part-time temporary employment is appropriate when the employee is normally scheduled to work a maximum of 40 hours per biweekly pay period (including overtime). It is normally limited to less than 1,000 hours total accumulation during the first 12 months of employment and each subsequent calendar year. Exceptions to the limitation may occur due to the complexity of some part-time jobs, unforeseen heavy workloads or other emergencies.

   (a) Part-time temporary employees are not worked beyond the regular schedule solely to reduce occasional overtime work by regular employees, nor used for the purpose of paying lower salaries.

   (b) Part-time temporary employment, within the limits described above, may continue for relatively long periods with the understanding that part-time employees are not used when essentially the same results are obtainable by using regular full-time employees.

D. Contract Employment

"Contract employment" instead of temporary employment is the preferred method of hiring when the length of a full-time temporary assignment would not offset Company costs incurred for temporary Company employment, i.e., hiring, training, and unemployment insurance benefits. Contract employment is also appropriate when work of a limited duration requires a special skill which can best be met by using personnel obtained from "Contractors" or individuals working as consultants.

1. Contract employees for office work are hired through temporary personnel agencies. Predetermined costs, for most classifications, have been established through an annual bid process between Human Resources and the Contractors. Arrangements for such contract personnel are made centrally through Human Resources.

2. Contract employees for field and mechanic work are arranged for by the operating departments involved. They are used for the most part in two circumstances: (1) In situations of fluctuating workloads, to avoid periodic shortages of work for regular employees; or (2) when Contractors have specialized skills or equipment which makes it more efficient for the Company to use them.

3. Distribution Contract Employment shall be held to a ratio of Company/contract employees not to exceed 40% contract employees.

   *1991

C-49 DMV Pull Notice Program
DRIVER LICENSE: LOST, REVOKED AND/OR SUSPENDED

Policy:

Employees are required to have a valid driver license in their possession at all times when operating a Company vehicle or when operating any vehicle for Company business.

Failure to adhere to the policy will result in disciplinary action including layoff, demotion and/or discharge.

Employee Responsibility:

It is an employee's responsibility to maintain a valid driver license in his/her possession when driving a vehicle for Company business. It is not the Company's desire to be punitive, but driving without a license, or with an expired, suspended or revoked license is cause for discipline. Depending on the circumstances employees can be suspended without pay, demoted or discharged.

Employees are encouraged to inform the Company if their license expires, is lost or suspended or revoked. If proper notification is given, employees will be allowed the opportunity and time (without pay) to obtain a valid license. In addition, for lost or expired licenses, employees, if necessary, will be allowed the time (with pay) to go to the DMV for replacements.

If an employee's driver license is suspended or revoked, and he informs the Company, he will be suspended (without pay) for a maximum of six months. THE TOTAL TIME WILL BE CALCULATED FROM THE DATE DMV OR THE COURT SUSPENDS OR REVOKES THE DRIVER LICENSE. An employee may use any earned vacation allowance to sustain pay during the initial part of the six-month suspension. If the employee obtains a valid driver license or restricted license (allowing the employee to drive during working hours) during the six-month period, he will be reinstated to his regular position. Also, during the six-month period, he will maintain his right to bid to a nondriving classification but will have no special bid rights. If at the end of the six-month suspension, the employee has not obtained a valid/restricted driver license or has not been placed through the bid system into a nondriving job, he will be terminated. However, such a terminated employee may continue to use the job bid system for a period of six months after termination but will have no special bid priority.

This policy is intended to provide the employee with ample time to obtain a valid or restricted driver license, provided the employee is forthcoming with the Company. However, if an employee knowingly drives a vehicle for Company business without a driver license in his possession or with an invalid license, he will be terminated.

Driving without a valid driver license is illegal and the Company cannot permit an employee, as its representative, to engage in illegal activities.

*Revised 3/24/93 ACCEPTED

	G. A. Acosta For the Union	G. Joyce Rowland For the Company
	H. L. Garcia For the Union	
Date:	3/9/94	3/9/94

LETTER OF AGREEMENT BETWEEN THE GAS COMPANY AND LOCAL 132 OF THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, RE SECTION 2.2 (C) – BI-WEEKLY DUES

An employee may join or authorize that dues deductions be paid to Local 132, Utility Workers Union of America, AFL-CIO. Upon individual authorization in writing on a form acceptable to the Company, the Company will, on each payday of every month, deduct from any employees' wages for the related pay periods the amounts required to equal total membership dues. The Union agrees that the dues shall be constructed in dollar amounts evenly divisible by two. Such authorization shall be effective as of the first of the month following that in which the authorization is received by the Company. Such deduction will be made only if the employee has earnings of 20 or more regular straight-time hours in such related pay period (including the final pay period of employees who terminate or transfer between companies). An employee with a Union dues deduction authorization in effect who transfers from one unit to another as defined in Section 2.2(A) (Recognition), shall be required to submit a new authorization within 30 calendar days following the effective date of his or her transfer.

Accepted:	Dale J. Viot For the Union	G. Joyce Rowland For the Company
Date:	3/9/94	3/9/94

LETTER OF AGREEMENT WITH UTILITY WORKERS UNION OF AMERICA, AFL-CIO CONSECUTIVE DAY RULE-TRANSMISSION

An employee whose schedule is changed where such change affects previously scheduled days off and results in the employee working in excess of seven (7) consecutive days, will be paid one (1) dollar per hour above their hourly rate. This special premium will be paid for hours worked on the entire regular work schedule until employee is off with or without pay for a full day for any reason or until Section 4.2 (G) applies.

Regular Schedule		New Schedule	
1 2 3 4 5		8 9 10 11 12 13 14	
6 7		S S M T W TH F	
S S M T W		G G G G G X X	
TH F			
X X D D D			
D D			

Shift Change

Note:

1. Employee's schedule was changed, which affected his or her scheduled days off and worked more than 7 consecutive days.
2. The employee is entitled to 1 dollar per hour for each regular hour worked until an employee is off for a full day or until 4.2(G) applies.
3. One (1) dollar premium does not apply to overtime worked.

Accepted:	Dennis Zukowski For the Union	G. Joyce Rowland For the Company
Date:	3/9/94	3/9/94

LETTER OF AGREEMENT – SECTION 5.10 (J) PART-TIME WORK FOR DISABLED EMPLOYEES

Allow able "permanent and stationary" disability employees who cannot return to their regular and customary work to work part-time on a voluntary basis, subject to the following:

(1) Combined active and disability wages will equal or exceed the employee's disability pay rate, depending on the level of the part-time job and the work schedule, but cannot exceed the full-time pay rate for the part-time job classification.

(2) The eligibility period for employees who are limited to 5 years of disability benefits will be extended by one calendar day for each 8 hours actually worked but the employee will be terminated upon completing 5 cumulative years on the disability payroll.

(3) Vacation accrued, based on seniority and time actually worked in the part-time assignment, may be used after a 180-day waiting period.

(4) Sickness allowance accrued, based on seniority and time worked in the part-time assignment, may be used on scheduled workdays if unable to work for medical reasons unrelated to the illness or injury that precludes a return to usual and customary work.

(5) Two holiday credits available upon return to work in the part-time assignment.

(6) Effective January 1, 1994.

Accepted:	Dale J. Viot	G. Joyce Rowland
	For the Union	For the Company
Date:	3/9/94	3/9/94

LETTER AGREEMENT
SMOG LICENSE POLICY

JOB REQUIREMENT:
A valid California Smog License is a minimum job requirement for Auto Mechanic and Lead Auto Mechanic positions.

MAINTAINING A VALID SMOG LICENSE:
It is the employee's responsibility to maintain a valid Smog License. The Company will assist the employee in obtaining or renewing his/her license in the following ways:

Required Certifications - Automotive Service Excellence (ASE) certifications:

- Upon obtaining prerequisite ASE certifications, i.e. A6, A8, F1, and L1, the employee will be reimbursed for fees incurred. Fees incurred for unsuccessful attempts are the employee's responsibility.

- If ASE certification examinations are taken during the employee's normally scheduled work hours, the Company will sustain pay, including travel time, one time for each certification. The employee may request and the Company shall grant a schedule change to coincide with the certification test day; however, the Company will not pay any short shift premiums as a result of this shift change. Under no circumstances will overtime be paid. An employee may be granted available Personal Business and/or vacation allowances to sustain pay, if additional attempts are necessary.

- On the job study time and training shall be provided with prior management approval. Certain preparatory training and materials may be provided by Fleet Services Training.

- Employees may choose to pursue outside training and/or attainment of equivalent certifications from institutions, or companies, other than ASE. All costs incurred in this regard are the employee's responsibility The Company will not sustain pay for an employee to attend outside training or to pursue attainment of equivalent certifications.

State Administered Smog License Test:

- Upon passing the State administered Smog License test, the employee will be reimbursed for test fees incurred. Test fees incurred for unsuccessful attempts are the employee's responsibility.

- The Company will sustain pay, including travel time, for an employee to take the State administered Smog License test one time, if the test is taken during the employee's normally scheduled work hours. The employee may request and the Company shall grant a schedule change to coincide with the certification test day; however, the Company will not pay any short shift premiums as a result of this shift change. Under no circumstances will overtime be paid. An employee shall be granted available Personal Business and/or vacation allowances to sustain pay, if additional attempts are necessary.

- Preparatory training shall be provided by Fleet Services Training. On the job study time and training shall be provided with prior management approval Employees are responsible for all costs incurred for any outside courses or training, which they choose to pursue.

FAILURE TO MAINTAIN A VALID SMOG LICENSE:
Upon expiration of a Smog License the following will occur:

The employee is temporarily demoted one (1) pay grade for a maximum of 6 months. During the duration of the temporary demotion the employee is expected to perform all normal job duties, i.e., those duties he/she is currently performing, with the exception of those requiring a Smog License. If at any time during the 6-month demotion period the employee shows proof of passing the State administered Smog License test, the employee's pay is reinstated to the appropriate pay grade. The employee is not entitled to a retroactive reinstatement of pay.

- During the 6-month demotion period, the employee may bid, without special consideration, to any position for which he/she qualifies. The employee does not have any return/recall rights should he/she subsequently obtain a Smog License if the employee has successfully bid to another job. The normal bid process must be used to return to his/her Fleet Services position.

- If by the end of the 6-month demotion period the employee cannot show proof of passing the State administered Smog License test, the employee is suspended without pay for a period of six (6) months. During the suspension the employee may bid (priority 3-B) to any open job. At the end of the suspension if the employee is not successful in bidding to another job the employee will be terminated.

	J. Bret Lane
Dated: 2/25/97	Director, Labor Relations
	Alex Ahumada
Dated: 2/25/97	Chair, Joint Steering Committee
	Shaun Neiman
Dated: 2/25/97	First Vice Chair
	David Salman
Dated: 2/25/97	Second Vice Chair
	Maggie Parra
Dated: 2/25/97	ICWUC Special Representative

LETTER AGREEMENT
PART-TIME EMPLOYEE
UNION SECURITY CLAUSE

1. To the extent and in the manner permitted by law, it shall be a condition of employment that any part time employee of the Gas Company (hereafter the "Company"), who has performed more than 520 hours of work in a calendar year of the type of work that is also or has been performed by unit employees of the Company covered by this agreement, shall as provided herein, thereafter begin and maintain payment of his/her financial obligation to either the Utility Workers Union of America, AFL-CIO or to the International Chemical Workers Union Council, UFCW, AFL-CIO, in the amount specified in paragraph 5 below, for membership dues or the cost of representation and collective bargaining. Upon individual authorization in writing on a form acceptable to the Company, the Company will, on the first and second payday, of each month, deduct from any employee's wages for the related pay periods the amounts required to equal the total monthly Union membership dues for the current month.

2. Any part-time employee who fails to meet the requirements of this article shall not be eligible thereafter to retain, perform, or engage in the type of work performed for the Company by bargaining unit employees, including such part-time or unit employees, provided that the appropriate Union shall have notified the Company and the employee in writing by certified mail of such default, the amount of money due, and the consequences for failure to cure the default, and said employee with ten (10) calendar days after receipt of such notice shall have failed to either remedy same or failed to exercise such internal Union appeal rights he/she may have. Upon notice of such failure to correct the default, the Company shall suspend such part-time employees.

3. Any person rehired by the Company, who may have been in arrears in the payment of his/her required financial obligation during any former period of employment with the company, shall not be eligible to perform or engage in any bargaining unit work, including such part-time work, until such time as the appropriate Union certifies that the arrearage has been brought current.

4. For any financial obligation that has been checked off a part-time employee's paycheck by the Company, such obligation shall be paid in total to the appropriate Union in the same manner and on the same schedule as for regular full-time employees.

5. A part-time employee's financial obligation to either union shall be 0.8% of total straight time wages earned in any pay period, with the provision that such financial obligation shall not be less than $5.00 in any pay period in which the employee works at least ten hours. If a part-time employee works less than 10 hours in any pay period, the employee will not assume any financial obligation to the union for that pay period.

6. It is agreed that the Union shall indemnify and save the Company harmless from any claims, suits, or any other form of liability as the result of making payroll deductions for membership dues in accordance with the terms of any previously agreed upon or current payroll deduction form. In addition, it is agreed that it is the Union and not the Company that is responsible for the collection of unpaid dues when a dues deduction is not made for any reason. It is further agreed that the Company is not liable to the Union for any failure to deduct dues but that the Union's sole remedy is to collect unpaid dues directly from the employee.

7. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. The Company agrees that neither it nor any of its officers or supervisory employees will intimidate or coerce employees to refrain from joining the Union.

Alejandro F. Ahumada	J. Bret Lane
Chair, Joint Steering Committee	Director, Labor Relations
1/15/98	1/15/98

AGREEMENT ON COPE/LIVE

4/16/98

The Company and the Union agree to establish a voluntary payroll deduction for Union members. The Union's purpose is to establish a fund called COPE (Committee on Political Education) also known as LIVE (Labor Investment in Voter Education). Union members can voluntarily contribute a minimum amount of $2.50 (Two dollars and fifty cents) per pay period, but may contribute a higher amount. It is agreed that deductions shall not be taken out on the free pay periods, the enrollment window shall be open all year, the Unions shall bear no set up or transaction fees. It is also agreed that the Company shall transfer to all the Locals said moneys on a bi-weekly basis via wire transfer. All Locals of the Unions will have established a bank account with wire transfer. No transfers shall be made until Locals have established such accounts.

Alejandro F. Ahumada	G.T. Abbott
For the Union	For the Company

BRANCH OFFICE BALANCING STANDARDS

April 16, 1998

The following new balancing standards for Branch Office employees were implemented August 1, 1996:

Former	New	
97-100	98-100	Outstanding
92-96	93-97	Strong Satisfactory
82-91	85-92	Satisfactory
76-81	79-84	Weak Satisfactory
75 Below	78 Below	Less Than Satisfactory

The Union and the Company have agreed that the former balancing standards will be reinstated. Branch Office employees impacted by the new balancing standards as of January 1, 1997, will have their personnel files revised to reflect this change.

Alejandro F. Ahumada	G.T. Abbott
For the Union	For the Company

LETTER OF AGREEMENT
Company/Union OSHA Respirator Medical Evaluation Questionnaire

The Company agrees that medical information obtained as mandated by law in OSHA Respirator Medical Evaluation Questionnaire ("the OSHA Questionnaire") is confidential and the information in each questionnaire must be protected from unauthorized use and disclosure by the Company and its employees and agents, including the medical examiner.

One OSHA Questionnaire shall be distributed to each employee who is required to perform work while using a respirator as mandated by OSHA. The employee shall complete his or her questionnaire and return it to the medical examiner. The medical examiner is primarily responsible for ensuring the confidentiality of each questionnaire. Neither the Company nor its employees or agents (excluding the medical examiner) shall duplicate or transfer any information to another source from any completed OSHA questionnaire. To ensure confidentiality, each page of the OSHA Questionnaire shall conspicuously state: "THE INFORMATION CONTAINED IN THIS QUESTIONNAIRE IS CONFIDENTIAL AND MAY NOT BE DUPLICATED OR TRANSFERRED TO ANOTHER SOURCE." The medical examiner will not release the OSHA Questionnaire to third parties.

The Company agrees that any and all information obtained in the OSHA Questionnaire shall be used for the sole purpose of determining an employee's ability to use a respirator. In addition, the Company and medical examiner may not utilize any information obtained in the OSHA Questionnaire for any other purpose.

J.B. Lane
Date: 11/20/98 For the Company

Beatty Henson
Date: 11/20/98 For the Union

LETTER AGREEMENT
RE: PAYROLL DEDUCTION FOR UNION SPONSORED BENEFIT

During the 2000 collective bargaining negotiations, the Company agreed with the Union's request to permit bargaining unit employees to pay for premiums for the union-sponsored benefits through payroll deduction.

It is, therefore, agreed that the Union shall indemnify and hold the Company harmless from any claims, suits, or other forms of liability as a result of making payroll deductions for members premiums for the union sponsored pre-paid legal insurance benefit.

It is agreed that it is the Union and not the Company that is responsible for collection of any unpaid premiums or payments therefore when a payroll deduction is not made for any reason. It is further agreed that the Company is not liable to the Union or its members for any failure by the Company to deduct premiums or payments therefore from the employees paycheck.

Michael Shurley
Date: 5/31/01 For the Company

Beatty G Henson
Date: 6/4/01 For the Union

LETTER AGREEMENT

During 2000 collective bargaining negotiations, the Company agreed with the Union's request to permit bargaining unit employees to pay for premiums for union-sponsored supplemental disability insurance, accidental death & dismemberment insurance and life insurance policies through payroll deduction. The Union, on behalf of itself and its membership, to hold the Company harmless and indemnify it from any liabilities as a result of this payroll deduction.

It is, therefore, agreed that the Union shall indemnify and hold the Company harmless from any claims, suits, or other form of liability as a result of making payroll deductions for member premiums for union-sponsored insurance programs, such as supplemental disability insurance, accidental death & dismemberment insurance and/or life insurance. It is agreed that it is the Union and not the Company that is responsible for the collection of any unpaid premiums or payments therefore when a payroll deduction is not made for any reason. It is further agreed that the Company is not liable to the Union or its members for any failure by the Company to deduct premiums or payments therefore from the employee's paycheck.

Dated 3/1/01 — Michael Shurley
For the Company

Dated 3/1/01 — Beatty Henson
For the Utility Workers Union of America

AGREEMENT

This Agreement is between the Southern California Gas Company ("Company") and Local 483, Utility Workers Union of America, AFL-CIO ("Union"). The Company and Union hereby agree to settle certain issues regarding the classifications of Station Technician ("ST") and System Gas Dispatcher ("SGD") as follows:

1. The Company will restore the pay grade of the ST position to Level 5, retroactive to November 24, 2001.

2. The Company will-create a new non-represented position of System Gas Controller, which will assume all the duties of the current (SGD) position. Neither the UWUA Local 483 nor its members will grieve or otherwise challenge the creation of the System Gas Controller position as a non-represented position or the assignment to it of the existing duties of the SGD position.

3. Employees employed in the SGD position as of the date of this Agreement will be offered the opportunity to transfer, on a voluntary basis, into the new position of System Gas Controller. Further, such employees will have until January 1, 2003, to transfer into the System Gas Controller position under the same conditions as those electing to transfer as of the date of this Agreement. Neither the Union nor its members will grieve or otherwise challenge the transfer of these employees as set forth herein.

4. Any employee employed in the SGD position as of the date of this Agreement who does not elect to transfer into the System Gas Controller position will continue to remain employed in the SGD position he retires, terminates employment, transfers to a different position, or otherwise no longer occupies that position as his or her regular position under the terms of the Collective Bargaining Agreement. At that time the Company will not fill the vacant SGD

position but will, at its discretion, elect to fill another System Gas Controller position. Neither the Union nor its members will grieve or otherwise challenge the non-filling of the vacated SGD position due to the departure of the incumbent.

Dennis Zukowski, President (12/20/01) Local 483, Utility Workers Union	J. Bret Lane, Director (12/20/01) Labor Relations Southern California Gas Company

Station Technicians in Storage
Side Letter Agreement

The Company and Union agree to the following:

In addition to Shift Change Rights as outlined in Section 3.6 of the Agreement, Station Technicians in Storage may request a change in line of progression from Station Technician/Maintenance to Station Technician/Operations and vice versa at their immediate work location.

The employee requesting the change must have greater seniority than the least senior Station Technician in the requested progression at the location. Changes are limited to once per year and must coincide with the shift changes. A letter requesting the change must be submitted in writing to the appropriate supervisor not later than the first day of the preceding January, to be effective the following February.

Bret Lane For the Company 5/21/2002	Marti Harris For the Union 5/21/2002

CONTRACT EMPLOYEE REPORTS
SIDE LETTER AGREEMENT

The Company and Union agree to the following:

The Company will provide a semi-annual report to the Union identifying contract employees doing represented work (excluding Distribution), including start dates and cumulative hours.

The Company will provide a semi-annual report of Distribution Contract employment showing the ratio of Company/Contract employees.

The following planning job classifications, Pipeline Planning Assistant (PPA) & Field Planning Associate (FPA), will be added to Section 2.1(B)(1), "Contracting Out" and will be considered "Fenced-In Classifications.

J.B. Lane For the Company Date: 5/21/2002	Marti Harris For the Union Date: 5/21/2002

FIELD SERVICE ASSISTANT
SIDE LETTER AGREEMENT

The Company and Union agree that the newly created Field Service Assistant (FSA) classification is to assist in completing non-entered company orders on customers' premises. This classification will be added to the Field Service Progression and is considered "Safety Sensitive" as outlined in the Department of Transportation Regulations.

Current Seismic Service Representatives will be mapped to the FSA classification.

Construction Technicians bidding to Field Technician positions shall have bid rights that are equal to the Field Service Assistant.

J. B. Lane	Marti Harris
For the Company	For the Union
Date: 5/21/2002	Date: 5/21/2002

LETTER AGREEMENT
RE: PAYROLL DEDUCTION FOR UNION SPONSORED BENEFIT

During the 2000 collective bargaining negotiations, the Company agreed with the Union's request to permit bargaining unit employees to pay for premiums for the union-sponsored benefits through payroll deduction.

It is, therefore, agreed that the Union shall indemnify and hold the Company harmless from any claims, suits, or other forms of liability as a result of making payroll deductions for members premiums for the union sponsored pre-paid legal insurance benefit.

It is agreed that it is the Union and not the Company that is responsible for collection of any unpaid premiums or payments therefore when a payroll deduction is not made for any reason. It is further agreed that the Company is not liable to the Union or its members for any failure by the Company to deduct premiums or payments therefore from the employees paycheck.

	Michael Shurley
Date: 3/5/02	For the Company
	Robert A. Gonzalez
Date: 2/27/02	For Local 47C
	Michael Shurley
Date: 2/26/02	For the Company
	Raquel G. Looney
Date: 2/13/02	For Local 995C
	Michael Shurley
Date: 2/7/02	For the Company
	Joann Rizzi
Date: 2/7/02	For Local 350C

LETTER AGREEMENT
RE: PAYROLL DEDUCTION FOR UNION SPONSORED BENEFIT

During the 2000 collective bargaining negotiations, the Company agreed with the Union's request to permit bargaining unit employees to pay for premiums for the union sponsored benefits through payroll deduction.

It is, therefore, agreed that UWUA, Local 132 shall indemnify and hold the Company harmless from any claims, suits, or other forms of liability as a result of making payroll deductions for members premiums for the union sponsored medical insurance benefit.

It is agreed that it is the Union and not the Company that is responsible for collection of any unpaid premiums or payments therefore when a payroll deduction is not made for any reason. It is further agreed that the Company is not liable to the Union or its members for any failure by the Company to deduct premiums or payments therefore from the employee's paycheck.

Michael Shurley
Date: 6/19/03 For the Company

Marti Harris
Date: 6/19/03 For the Union

LETTER AGREEMENT

Re: Union Leave of Absence

The Company and the Union agree to the following language regarding C-6:

The Company will pay for four (4) UWUA and four (4) ICWUC members (the "joint"), one (1) member from UWUA Local 483 and one (1) member from UWUA Local 522 during contract negotiations, including ratification.

The Company will pay for all days of bargaining for the first 4 months of future negotiations.

S.J. Bosworth
For the Company
01/01/05

Marta Rodriguez-Harris
For the Union
01/01/05

LETTER AGREEMENT

Re: Mandatory Overtime Report

The Company and the Union agree to the following regarding U-27:

The Company will provide the Union with quarterly reports listing mandatory overtime in Customer Service Field by region and base.

S.J. Bosworth
For the Company
01/01/05

Marta Rodriguez-Harris
For the Union
01/01/05

LETTER AGREEMENT

Re: Cause of Discipline

The Company and the Union agree to the following regarding U-85:

The Company will mail a copy of the Cause of Discipline card currently sent to the employee under Section 6.5 (A), (B), or (C) to the union consistent with the provisions of this section.

S.J. Bosworth
For the Company
01/01/05

Marta Rodriguez-Harris
For the Union
01/01/05

LETTER AGREEMENT

Re: Last Chance Agreements/ADR Training

Last chance agreements must be signed by a Local Union President and the Manager of Labor Relations.

The Company and Union will hold two ADR training sessions in 2005 and one training session per year, if necessary.

The Company will sustain pay for two officers to attend ADR training.

The Company will clear with pay, the Union Stewards who attend the ADR training, the succeeding day to attend a union training day.

S.J. Bosworth
For the Company
01/01/05

Marta Rodriguez-Harris
For the Union
01/01/05

LETTER AGREEMENT

Re: Medical Appointments

The Company and the Union agree to the following regarding U-48;

The Company will provide the option of medical appointments on company time, when appropriate (Doctor's appointment only); employee must provide verification of appointments.

S.J. Bosworth	Marta Rodriguez-Harris
For the Company	For the Union
01/01/05	01/01/05

LETTER OF AGREEMENT

Customer Contact Center

The Company and the Union agree to create alternate weekend schedules for graveyard shifts at the San Dimas Customer Contact Center and to resolve the schedules at the local level.

S.J. Bosworth	Marta Rodriguez-Harris
For the Company	For the Union
Date: 01/01/05	Date: 01/01/05

LETTER AGREEMENT

Re: Notification of New Hires

The Company and the Union agree to the following regarding U-10:

The Company will provide notification to the Union of new full-time represented hires twice a month.

S.J. Bosworth	Marta Rodriguez-Harris
For the Company	For the Union
01/01/05	01/01/05

LETTER OF AGREEMENT

Southern California Gas Company ("Company") and the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and the International Chemical Workers Union Council, UFCW ("Union"), agree as follows:

1) The Company will fill 42 full-time Customer Service Representative (CSR) positions in the Call Centers, for a total of no fewer than 337 full-time CSR positions as of the present date.

2) All positions will be offered to part-time CSR's within 30 days of this Agreement on a part-timer seniority basis. The selection of shift and schedules is only offered to the new full-time CSR's.

3) The Company will use attrition to reduce the number of part-time CSR's after filling the above full-time jobs to achieve the agreed to ratio. No part-time CSR's will be laid off or removed from the roster to achieve the reduction needed to achieve the ratio.

4) For the future, the ratio of full-time CSR's to part-time CSR's will be 62% full-time CSR's to 38% part-time CSR's. All partial bodies shall be rounded up. No additional training classes shall commence until the ratio is achieved. This excludes those training classes currently scheduled as of today, to finish September 26 and October 3, 2005, and to begin September 12 and October 10, 2005, as to which employment offers have already been extended upon successful completion of the classes.

5) Full-time CSR's on disability payroll, full-time CSR's on RV assignments or "V" assignments in departments other than the Call Center will not be counted in the ratio.

6) Part-time CSR's will not be counted as part of the ratio until the first round of Phase 1 CSR training is completed and a part-time CSR has started to work the board either as a CSR-2 or CSR-4.

7) The 1560 Agreement shall remain in effect with the exception that, as it applies to the CSR classification the 1560 number shall be replaced by 1660, and the Company will monitor but not furlough individual part-time CSR's who approach this number at year end.

8) Should 1660 hours be breached two years in a row, the number of part-time CSR's will be reduced by 1 and the number of full-time CSR's increased by 1 for each 2-year breach for at least 12 months from the date of the change, after which the Company may return to the 62/38 ratio.

9) Should the 62/38 ratio be breached for two consecutive quarters other than as required for rounding up of bodies, enough full-time CSR's will be created within 30 days of discovery to correct the breach.

   a) NOTE: The number of part time to full-time CSR's will be tracked weekly, based on the number of current part time CSR's and the number of full-time CSR's at the end of each week (including open full-time CSR job positions for which offers have been made or for which an interview will be scheduled within one work week and an offer will be made within ten working days and any CSR's on "V" assignments in the Call Center; but excluding full-time CSR's on disability payroll, on "V" assignments in departments other than the Call Center, and those on RV assignments).

   b) Compliance with the 62/38 ratio for the quarter will be determined by the average of the actual number of full-time CSR's at the end of each week in the quarter and the average number of part time CSR's at the end of each week in the quarter as expressed in a ratio to the total of the two.

10) Quarterly CSR monitoring meetings will be held between the Union and the Company to oversee the numbers and compliance with the Agreement. They shall begin on the second Wednesday of the quarter starting with the month of October 2005. The monitoring meetings will initially focus on the status of filling the full-time jobs and the attrition occurring with part-time CSR's until the ratio is achieved.

11) The parties agree the 1000 hour limit described in the 1991 LOA does not establish the limit on the number of hours the company can work part-time CSR employees.

12) In order to transition to this plan without layoffs or impact to the existing part-time CSR workforce, the Union agrees to waive the 1560/1660 cap for this year (2005) only. However if any part-time CSR works more than 1960 hours in 2005, a new full-time CSR position will be created.

Dated: September 30, 2005 — For Southern California Gas Company
Sue Bosworth

Dated: September 30, 2005 — For the Joint Steering Committee
Marti Rodriguez-Harris

LETTER AGREEMENT
Continuous Disability - Effective May 15, 2006

1) In determining 60 continuous days for purposes of eligibility in the Disability Benefit Plan, the Company and Union agree that only consecutive disability days shall be included. In calculating the 60 continuous days, even absences for the same condition shall not be connected if there is an intervening day or days of active employment.

2) Intermittent days of illness for the same condition will not prevent an employee from utilizing sick pay, if available, for such condition providing however, that this agreement shall not impact any prior agreement or past practice with respect to a single illness which straddles two calendar years.

3) The Company shall send a copy to the respective Union of any letter sent to an employee seeking recoupment of overpayment.

4) The Company shall not make any deductions from an employee's pay for hours worked to recoup overpayments without the express written authorization of the employee given after notification that agreement to payroll deduction is voluntary, and that declining to agree to payroll deduction or to any proposed amount of any such deduction will not affect employment status. Union agrees not to discourage repayment of overpayments by union members.

5) The Company shall work to improve communications with employees to whom it has made overpayments.

6) The Bonnie Flores grievance, Co. #G04-0077 / Union #G04-0337, is withdrawn by the Union and the Company waives the alleged overpayments and will refund the overpayments collected to Ms. Flores.

7) An employee on the disability payroll on May 15, 2006 by reason of a connected illness will continue to be eligible for disability benefits until returning to active duty. Thereafter such an employee will not be eligible for disability benefits without first being disabled for 60 consecutive days.

8) This does not resolve the outstanding issue of recoupment of overpayments including overpayments resulting from calculation of absences for purposes of long-term disability benefits.

9) The parties acknowledge that settlement has been reached in NLRB Case 21-CA-37100. Union will so notify the Board.

5/15/2006 S. J. Bosworth
Date For the Company

5/15/2006 Marta Rodriguez-Harris
Date For the Union

LETTER AGREEMENT
RE: Use of GPS

As a result of discussions between the Company and Union, the parties agree to the following regarding the effects of implementing GPS (Global Positioning System) and similar positioning-tracking technology:

1) The Company has a business need to leverage technology to operate efficiently and effectively in order to meet its business goals and customer needs. For example, GPS and similar positioning-tracking technology will aid in optimizing the dispatching and routing of field employees, including routing real-time the closest employee(s), which may include crossing district and region boundaries, where it promotes efficient operations. As another example, GPS and similar positioning-tracking technology will be implemented for the purposes of analyzing and improving existing and future routing system applications. In addition, GPS may encourage employees to drive safely.

2) Before GPS and similar positioning-tracking technology is deployed, the Union and impacted employees will be informed of the manner in which it will be used.

3) With the exception of the driving provision outlined in Item 6 below, GPS and similar positioning-tracking technology will not be used for the sole purpose of discipline, i.e., supervisors, managers and company agents will not be allowed to monitor GPS for the sole purpose of finding employees to discipline.

4) If employee conduct is subject to review for a reason other than GPS, such as a customer complaint, the Company and the Union may review GPS data to support or refute the employee's position.

5) If through the use of GPS for a Company purpose other than discipline, such as routing, an employee is determined to be out of route or in violation of any other Company rule, the sole action for a first offense, absent other corroboration, shall be counseling. Thereafter, provisions set forth in the Collective Bargaining Agreement will apply.

6) Should the Company become aware of an alleged incident of improper driving, either determined solely through or confirmed by GPS or similar positioning-tracking technology, the employee will be subject to counseling and/or training for a first incident, unless the Company determines through an investigatory interview that there was a violation of Section 6.3 of the Collective Bargaining Agreement. Thereafter, the disciplinary provisions of the Collective Bargaining Agreement shall apply. The Company and Union may, however, agree on a non-precedent basis to counseling or training in response to any individual incident of improper driving. The provisions in this paragraph shall become effective 60 calendar days following notification to the Union and impacted employees of the manner in which GPS will be used.

7) Employees who tamper with the technology or operation thereof will be subject to disciplinary provisions set forth in the Collective Bargaining Agreement.

8) The Company will comply with applicable laws pertaining to the use of GPS technology.

This letter agreement is without prejudice to either party's position regarding the administration of disciplinary action in future incidents involving situations not covered by this letter agreement.

Management Rights under Section 2.1 of the Collective Bargaining Agreement are not affected by this letter except as expressly stipulated in this letter agreement.

S.J. Bosworth	Louis Correa
Manager, Labor Relations	Chair, Joint Steering Committee
5/19/2008	May 19, 2008
Date	Date

LETTER OF AGREEMENT

Part-time and full-time temporary employees in bargaining unit positions shall become part of the unit after 520 hours of cumulative employment. This change will become effective 4/1/2009 to allow for programming changes to be implemented.

They will pay prorata dues or dues equivalent after 520 hours of cumulative employment. The only part of the contract which applies to part-time and full-time temporary employees is Section 4.1(A) (excluding premiums not currently paid to part-time or full-time temporary employees).

As in the past, part-time and full-time temporary employees are terminable at will. Dues check-off will be initiated as soon as programming changes are made. This should be about September 1, 1994.

For the Company	For the Union
S.J. Bosworth	John Duffy
Date: 3/1/09	Date: 3/1/09

Note: In addition to the above, part-time employees are accorded bidding rights under Section 5.10 (Position Opportunity and Placement).

OUT OF TOWN EXPENSES
SIDE LETTER AGREEMENT

The Company and Union agree to the following:

Employees who are reimbursed for out-of-town expenses for Company-required training can receive pay of excess time and mileage to return home during breaks in training of two days or more. This option is available in lieu of paid lodging and per diem expenses (per diem is $39 per day), during such breaks. Supervisors must be notified in time to avoid lodging cancellation costs.

S.J. Bosworth	John Duffy
For the Company	For the Union
Date: 3/1/2009	Date: 3/1/2009

LETTER AGREEMENT

Re: Energy Technician Residential (ETRs)

The Company and the Union agree to the following:

For the term of this agreement, beginning with the next "open selection" process, and at each successive "open selection" process, bases that have at least 24 ETRs on the active payroll at the time of each "open selection" process, the Company will allow the most senior ETR to be excluded from off-hour shifts or night work assignments. This does not preclude the most senior ETR from volunteering to work off-hour shifts or night work assignments. In any event, at bases with at least 24 ETRs, only one ETR can be excluded from off-hour shifts or night work assignments, based on seniority. If the senior ETR volunteers for an off-hour shift or night work assignment the exclusion will be passed on to the next senior ETR.

For the Company	For the Union
S.J. Bosworth	John Duffy
Date: 3/1/2009	Date: 3/1/2009

LETTER AGREEMENT

Re: Alternative Dispute Resolution (ADR)

In an effort to address concerns raised by the Union, the ADR process will be modified in one respect. ADR discussions could begin if requested by either party. ADR may be used for many purposes when there are disputes and issues to be addressed. In cases where ADR is being used for discipline and the Company contemplates discipline greater than two (2) days off, the Local union president or their designee must approve the ADR resolution. An ADR form must be completed after the conclusion of the ADR process and a copy provided to both Labor Relations and the union present at the ADR. This letter agreement is not meant to discourage or hinder resolution at the local level in any way; rather, it is a slight change that will be in effect for the term of the 2008 agreement.

S.J. Bosworth	John Duffy
For the Company	For the Union
Date: 3/1/2009	Date: 3/1/2009

LETTER AGREEMENT

Re: Military Leave of Absence under Executive Order 13223 or related National Activation Orders

Employees who have been full time regular employees for at least 6 months, and who are members of the ready reserve when they are called to active duty for more than 30 days, will be eligible for continuation of pay. In addition, there are some other benefits that may be sustained.

- Continuation of Pay – The employee following commencement of leave must provide the Company with a copy of his/her first Leave and Earnings Statement (LES) when received and at least one LES statement per quarter thereafter. Additionally, the Company must be notified within 90 days of the time the employee has been released from active duty whether or not the employee intends to return to work.

  Upon receipt of each quarterly LES statement, the employee will be reimbursed for the difference (if any) between their normal straight time pay and the pay and allowances they received while on military leave under executive order 13223, or related orders.

- Medical/Dental/Vision – The Company will continue medical, dental, and vision coverage for up to two months – the month in which the employee's military leave begins and the following month. The second month will be at the company's expense. Upon the employee's election, but within 60 days of leaving employment for active duty, medical, dental, and vision coverage shall be continued for at least the initial 18 months of military leave under the same terms as during the employee's employment. However, such benefits will be coordinated with military benefits. Coverage for dependents may also be continued. The employee on Military Leave shall, just as during active employment, be responsible for his or her portion of premiums as they may be adjusted during the leave and the Company shall pay its portion. These may be paid through a deduction from pay differential, if available. If not, premium payments will be billed to the employee and will need to be paid with after-tax payments.

- Supplemental Life and Accidental Death & Dismemberment – Coverage may be continued by the employee at their option and expense, however, exclusions in the policy may apply to the payment of benefits for losses incurred during active military duty. Supplemental life insurance and AD&D coverage for qualified dependents can also be continued. The Basic life insurance paid entirely by the Company is cancelled at the end of the month after 30 days of active duty.

- 401K Savings Plan – Employees will continue participation eligibility in the 401(k) Savings Plan using the pay differential as "base salary." At the employee's option, the plan will suspend repayment of any plan loans until military leave has ended.

- Pension Plan – Employees will continue receiving contribution credits in their Pension Plan based upon the amount of pay differential that is paid by the Company.

- Seniority Credit – Employees returning from military service are entitled to seniority credit for the time spent in military service.
- Reinstatement after completion of military duty – Upon completion of a military leave, employees have the right to return to work and will have seniority and other rights and benefits reinstated immediately as if employment had been continuous, provided that:

1. They request re-employment within 90 days of completing service, and
2. They meet the physical qualification of the job, and
3. The Company's circumstances have not changed so as to make the return to work impossible or unreasonable

Employees qualified for reinstatement shall be returned to a former position or to a position of like seniority, status and pay unless that position has been eliminated or the employee can no longer perform the duties of that position because of a disability sustained during service in the armed forces. Under these circumstances, the employee should be given the most comparable job that he or she is able to perform.

The Company will comply with executive orders or other regulations in effect, including the Heart Act of 2008.

Sue Bosworth	John Duffy
For the Company	For the Union
Date: 3/1/2009	Date: 3/1/2009

LETTER AGREEMENT

Re: New Technology

In the spirit of cooperation and collaboration, the Company will inform the Union about new technology changes and other workplace changes that may affect the working conditions of bargaining unit employees, at a minimum those changes that are mandatory subjects of bargaining.

As it is doing with OpEx 20/20 and AMI, the Company will share information prior to implementation, as well as keep the Union abreast of new or revised plans as information becomes available. Such information may include, but not be limited to the following items, to the extent the information is available:

- A full description of the change, including its purpose, function and how it will fit into existing operations;
- Information regarding costs and benefits, to the extent such information is public;
- Implementation timetable;
- Number and types of jobs anticipated to be changed, added or eliminated by the change; and
- Expected changes in job content, skill requirements and training plans.
- Depending on the nature of the information shared, the Union may be asked to sign a confidentiality agreement in order to protect the confidentiality of Company information.

To facilitate discussion and the sharing of information, the Company and Union will meet at mutually acceptable times. Project experts may be invited to participate in the discussions in order to provide firsthand information.

This letter agreement will remain in effect through the term of this agreement.
This letter agreement may be extended or modified by mutual consent during the next collective bargaining agreement negotiations.

Nothing in this letter agreement shall be interpreted to replace or diminish the Union's statutory right to bargain over any changes that may affect wages, hours and working conditions of bargaining unit employees.

Similarly, nothing in this letter agreement is intended to affect the Management's Rights provisions contained in the Collective Bargaining Agreement.

S.J. Bosworth	John Duffy
For the Company	For the Union
Date: 3/1/2009	Date: 3/1/2009

ADVANCED METER PROJECT LETTER AGREEMENT

Southern California Gas Company (Company) and the Utility Workers Union of America and International Chemical Workers Union Council (Union) share a desire to mitigate adverse impacts of the Company's Advanced Meter Project on employees. To this end, the parties have entered into this non-precedent setting Advanced Meter Project Letter Agreement.

This Letter Agreement resolves the Union's Advanced Metering Infrastructure (AMI), ETR Hiring and Electronic Bidding grievances (#10-G-JNT-4339-0155, #09-G-132-4612-0168 and #09-G-132-1659-0166, respectively); the Union will withdraw these grievances and pending requests for arbitration. In exchange for the benefits provided herein and upon execution of this agreement, the Union will also withdraw its Application for Rehearing of the CPUC's AMI decision. The Union will also not engage in external opposition or campaigns against the Company's Advanced Meter implementation. Unless specified otherwise herein, terms of the Collective Bargaining Agreement (CBA) in effect at the time will apply.

1. Priority Placement Program
   Within sixty days of execution of this Agreement the Company will establish a Priority Placement Program (PPP) for Eligible Meter Reading Employees as set forth in Attachment 1.

2. Advanced Meter and Module Deployment
   The Company will in-source Advanced Meter Project meter change and module installation work, with the following provisions (a-1) that will remain in effect through December 31, 2017 or until the Company determines that Advanced Meter Project deployment is complete.

   a. Advanced Meter Project Positions - The Company will establish two regular job classifications during the Advanced Meter deployment period:
      - Advanced Meter Project Field Representative - Install module-equipped meters and/or modules on meters; and
      - Advanced Meter Project Office Representative - Set installation appointments with customers and/or perform general clerical duties supporting the Advanced Meter Project.

The Company will determine when, how many and where the positions are created. While subject to change, it is anticipated Advanced Meter deployment will begin in 2012 with a pre-implementation test, followed by full implementation beginning in early 2013. The Advanced Meter Project Positions will be created according to project needs as determined by the Company and, excluding the temporary positions noted below, will be posted in E-Bid.

During the pre-implementation test(s), a relatively small number of project positions will be filled on a voluntary, temporary basis (for 1-2 months) from the existing workforce at the district where the pilot is being conducted or district bases within 20 miles of the deployment site, based on seniority. These employees will retain their existing pay and benefits through the duration of the temporary assignment. Employees eligible for an Advanced Meter Project Position must meet the minimum qualifications the Company has established for these positions (see Attachment 2) and successfully complete a job interview. Employees must also successfully complete Company-provided training in order to be placed in an Advanced Meter Project Position.

The Company will fill Advanced Meter Project Positions in the following order:

1. Employees by seniority in Advanced Meter Project Positions who would otherwise be terminated due to a shortage of work (e.g., due to completion of Advanced Meter Project deployment at a particular Advanced Meter deployment site);
2. Employees by seniority in Advanced Meter Project Positions who want to transfer to a different deployment site may do so provided they have performed satisfactorily for the most recent six months in an Advanced Meter Project Position at their current site or for the entire period of their employment in an Advanced Meter Project Position (if less than six months);
3. Qualified Full-Time Meter Reading employees by seniority;
4. Qualified Part-Time Meter Readers based on total hours worked divided by 2080;
5. Other qualified part-time employees within the Company based on total hours worked divided by 2080;
6. Qualified Transitional Part-Time Meter Readers (i.e., Part-Time Meter Readers hired on or after the April 8, 2010 date of the CPUC's AMI decision) based on total hours worked divided by 2080; and
7. External hires.

Employees are not entitled to moving expenses to work on, or while working on, the Advanced Meter Project. Barring unforeseen circumstances, impacted meter reading employees and the Union will be given 60 days' notice before Advanced Meter Project deployment work (meter and module installation) is expected to begin in a particular meter reading district. Should unforeseen circumstances prevent the Company from providing the full 60 days' notice (i.e., 60 days' notification of deployment occurring at that particular district), Part-Time Meter Readers (excluding Transitional Part-Time Meter Readers) at that district who are released from the Company within less than 30 days from the time the district deployment notification is provided will be paid one week's wages (20 hours) at the time of termination (provided sufficient funding remains from the $1.3 million retention/re-training funding received in the CPUC's AMI decision). The Advanced Meter Project Positions will not be included in CBA Appendix B since the terms of this Letter Agreement shall apply.

b. Wages - Hourly wages for all Advanced Meter Project Positions (i.e., Advanced Meter Project Field Representative and Advanced Meter Project Office Representative) will be $18.02/hour. In the event the Company requires bi-lingual qualifications to be met for an Advanced Meter Project Position, a bi-lingual premium of $0.50/hour will be paid. The $18.02/hour wage for the Advanced Meter Project Positions (not the bi-lingual premium) will escalate by 2.5% per year beginning January 1, 2012 (through the Advanced Meter deployment period). Wages and the bi-lingual premium for Advanced Meter Project Positions will not be subject to future collective bargaining nor will any of the Advance Meter Project Positions be subject to PAQs for the duration of the Advanced Meter Project.

c. Performance Standards - Employees in Advanced Meter Project Field Representative positions must meet the following performance standards:

- Safety - Employees must consistently work in a safe manner;
- Quality - Employees must work in a professional manner, with fewer than three work orders with errors per 30 days worked;
- Productivity* - Employees must maintain average daily productivity rates of at least the following "Minimum Productivity Required" levels:

8-Hour Shifts**		10-Hour Shifts**	
Expected Productivity	***Minimum Productivity Required***	***Expected Productivity***	***Minimum Productivity Required***
All Districts excluding those noted below: 40.0 module installations 11.5 above-ground meter changes 5.2 curb vault meter changes **Bakersfield, Beaumont and Rim Forest:** 32-34 module installations **Beaumont, Bakersfield, Lompoc, Mojave, Ramona & Visalia:** 9-10 above-ground meter changes **Beaumont, Blythe, Bakersfield, Corona, El Centro, Fontana, Hanford, Lancaster, Mojave, Murietta, Rim Forest, Riverside, Valencia, Visalia and Yucca Valley:** N/A curb vault meter changes	**All Districts excluding those noted below:** 35.0 module installations 11.0 above-ground meter changes 4.5 curb vault meter changes **Bakersfield, Beaumont and Rim Forest:** 30.0 module installations **Beaumont, Bakersfield, Lompoc, Mojave, Ramona & Visalia:** 9 above-ground meter changes **Beaumont, Blythe, Bakersfield, Corona, El Centro, Fontana, Hanford, Lancaster, Mojave, Murietta, Rim Forest, Riverside, Valencia, Visalia and Yucca Valley:** N/A curb vault meter changes	**All Districts excluding those noted below:** 50.0 module installations 14.4 above-ground meter changes 6.5 curb vault meter changes **Bakersfield, Beaumont and Rim Forest:** 40-43 module installations **Beaumont, Bakersfield, Lompoc, Mojave, Ramona & Visalia:** 11-13 above-ground meter changes **Beaumont, Blythe, Bakersfield, Corona, El Centro, Fontana, Hanford, Lancaster, Mojave, Murietta, Rim Forest, Riverside, Valencia, Visalia and Yucca Valley:** N/A curb vault meter changes	**All Districts excluding those noted below:** 44.0 module installations 14.0 above-ground meter changes 6.0 curb vault meter changes **Bakersfield, Beaumont and Rim Forest:** 38.0 module installations **Beaumont, Bakersfield, Lompoc, Mojave, Ramona & Visalia:** 11.3 above-ground meter changes **Beaumont, Blythe, Bakersfield, Corona, El Centro, Fontana, Hanford, Lancaster, Mojave, Murietta, Rim Forest, Riverside, Valencia, Visalia and Yucca Valley:** N/A curb vault meter changes
The productivity rate for each of these three types of work will be calculated each month based on the units of error-free output completed, divided by the number of hours paid (excludes paid time off work such as personal business time, sick time, jury duty, vacation and holidays). Employees will be expected to achieve the productivity standards after 90 days in the position. When there are months where Advanced Meter Project Field Representatives work both 8-hour shifts five days a week and 10-hour shifts four days a week, the productivity standards will be pro-rated based on the number of hours worked on each type of shift. Management shall use discretion in determining if extenuating circumstances warrant excluding particular work orders and associated time from the productivity measurement.			

* Excludes the first three months of the project and the first month of operation at a deployment site.
** Excludes unpaid meal periods.

- Customer Satisfaction - Employees must perform their work in a manner that results in high customer satisfaction. Employees must not receive more than three valid customer complaints in a 90-day period regarding workmanship or customer interaction. Examples of complaints that would not be counted include complaints about automated metering or complaints about a latch being broken on a gate; and
- Attendance - Employees must be available to perform scheduled work. Existing attendance policies will apply.

Employees with sub-standard performance in any of the above areas will receive one written warning, in-field coaching and 30 days to correct any deficiencies before being subject to termination. The Company will provide a copy of the written warning to the president of the Local union of which the employee is a member within two business days (notification may be via e-mail to the most recent e-mail address provided to the Company).

It is expressly understood and agreed that adherence to the performance standards (including but not limited to the minimum productivity standards) set forth in this Letter Agreement is essential to the economic viability of the Advanced Meter Project and that the Company has the right to enforce the performance standards in good faith. In any arbitration challenging the Company's decision to use a contractor because performance standards have not been met, or to discipline or discharge an employee for failure to meet performance standards, the Company's decision shall be upheld unless the Union proves by clear and convincing evidence that the Company acted in bad faith or arbitrarily and capriciously.

d. Performance Bonus - Advanced Meter Project Field Representatives in an Advanced Meter deployment work group that exceeds each of the following average daily productivity rates, in conjunction with meeting the other four performance standards (safety, quality, customer satisfaction and attendance), on a monthly basis, will qualify for a performance bonus. An Advanced Meter deployment work group consists of Advanced Meter Project Field Representatives who are assigned to a particular Advanced Meter deployment site.

8-Hour Shifts*	10-Hour Shifts*
All Districts excluding those noted below:	**All Districts excluding those noted below:**
48.0 module installations 14.0 above-ground meter changes 6.2 curb vault meter changes	60.0 module installations 17.5 above-ground meter changes 7.8 curb vault meter changes
Beaumont, Rim Forest and Mojave:	**Beaumont, Rim Forest and Mojave:**
40.0 module installations	50.0 module installations
Beaumont, Bakersfield, Lompoc, Mojave, Ramona & Visalia:	**Beaumont, Bakersfield, Lompoc, Mojave, Ramona & Visalia:**
11.5 above-ground meter changes	14.4 above-ground meter changes
Beaumont, Blythe, Bakersfield, Corona, El Centro, Fontana, Hanford, Lancaster, Murietta, Mojave, Rim Forest, Riverside, Valencia, Visalia and Yucca Valley:	**Beaumont, Blythe, Bakersfield, Corona, El Centro, Fontana, Hanford, Lancaster, Murietta, Mojave, Rim Forest, Riverside, Valencia, Visalia and Yucca Valley:**
N/A curb vault meter changes	N/A curb vault meter changes

The productivity rate for each of these three types of work will be calculated each month based on the units of error-free output completed, divided by the number of hours paid (excludes paid time off work, i.e., personal business time, sick time, jury duty, vacation and holidays). Management shall use discretion in determining if extenuating circumstances warrant excluding particular work orders and associated time from the productivity measurement.

When there are months where Advanced Meter Project Field Representatives work both 8-hour shifts five days a week and 10-hour shifts four days a week, the productivity standards will be pro-rated based on the number of hours worked on each type of shift.

Employees will not participate in the productivity performance bonus plan during their first 90 days in the Advanced Meter Project Field Representative Position. Their productivity will not be included in the deployment site average for incentive calculation purposes.

Employees must be on the Advanced Meter Project payroll (actively working) at the time the productivity bonus is paid to receive the bonus.

*Excludes unpaid meal periods

The amount of the performance bonus will be $1.80 per hour worked on the Advanced Meter Project during the month in which the above standards were met or exceeded (up to approximately $300 per month before taxes). The performance bonus will be paid in the month following the month in which the standards were met or exceeded.

e. Workforce Flexibility - The Company will determine the Advanced Meter Project schedule and may make adjustments to the project schedule as needed. The Company will assign individual shifts, schedules and work days for all Advanced Meter Project Positions. At the Company's discretion, work week schedules may include five 8-hour-days or four 10-hour-days (an Alternative Workweek Schedule without overtime payment), excluding unpaid meal periods. The Company may change employee shifts and schedules to ensure Advanced Meter deployment is efficient and effective. Employees working on the Advanced Meter Project may be scheduled to work Saturdays and/or Sundays as part of their regular schedule, without becoming eligible for overtime compensation unless state or federal law requires otherwise. The Company will not schedule employees to work more than two consecutive Sundays unless the employee volunteers.

   While 40-hour work weeks are anticipated in most cases, 40-hour work weeks are not guaranteed. If, for any reason over the course of the Advanced Meter Project (excluding disciplinary layoffs), the Company does not schedule an Advanced Meter Project employee to work, or sends an employee home early, he/she will be paid for no more than a total of 24 hours of such non-worked time over the course of the Advanced Meter Project.

   The Company may assign any employee working on the Advanced Meter Project to perform duties of any job classification within the skill, knowledge level and physical ability of said employee, for the purpose of balancing the workload and utilizing the workforce efficiently. For example, should the need arise, employees in Advanced Meter Project Positions may be temporarily placed in Meter Reading positions, another Advanced Meter Project Position or be given other work to perform. With the exception of Meter Reader-R work, employees in Advanced Meter Project positions will be temporarily upgraded to the appropriate classification pay rate when assigned to perform non-Advanced Meter Project work. Employees in Advanced Meter Project Positions may be assigned to perform non-Advanced Meter Project work only when there is a shortage of Advanced Meter Project work at the employee's Advanced Meter Project deployment site. The Company will not be precluded from giving Advanced Meter Project work to other regular employees.

f. Work Locations - The Company will determine the locations, bases and/or facilities for the Advanced Meter Project workforce. Advanced Meter Project personnel may be required to work from minimal "construction type" facilities. For example, work locations may include modular offices, limited changing facilities, no shower facilities, unpaved/gravel lots, port-a-potties, open-air meetings, no ice machines, etc. The aforementioned examples are not inclusive and may vary from location to location. Employees working on the Advanced Meter Project may be required to park off-site or "stack park" their personal vehicles and leave their keys with the Advanced Meter staff due to logistical constraints. Advanced Meter Project deployment sites (work locations) will change. Employees moving with the location change will be considered assigned to the new work location as their primary work location and not receive additional time, mileage or other compensation.

g. Safety Committees - The Union and the Company will work together to foster safe behaviors and an incident-free work environment. The Advanced Meter Project team will establish safety committees at Advanced Meter deployment locations. The safety committee will include at least two represented employees who will be rotated on and off the committee every six months based on seniority within the Advanced Meter Project team at that deployment site. Employees will not serve a second term on the safety committee until all employees at that deployment site have had an opportunity to serve on the committee. A representative of the Advanced Meter Project management team will also serve on the safety committee and will determine the total number of employees on the safety committee.

h. Vehicles and Insurance - Possession of a valid California Driver's License is a condition of employment on the Advanced Meter Project. Employees must notify their supervisor immediately upon suspension or loss of their license. Employees working in Advanced Meter Project Field Representative positions will not be required to use their personal vehicles for Advanced Meter Project field work. Company vehicles (while not necessarily individually-assigned vehicles) will be available for this work. Use of personal vehicles may occasionally be required to attend training, meetings or similar activities. Employees in Advanced Meter Project Positions must maintain motor vehicle insurance as required by state law.

i. Uniforms and Footwear - Advanced Meter Project Field Representatives will be provided Company uniforms suitable for the work they are performing. Employees are responsible for laundering and maintaining their uniforms in a manner that presents a positive Company image. Advanced Meter Project Field Representatives will also receive the annual footwear allowance.

j. Shortage of Work Layoffs - Employees in Advanced Meter Project Positions will have their employment terminated when the Company deems they are no longer needed for the Advanced Meter Project. Section 7.1 of the CBA will not apply, and employees in Advanced Meter Project Positions will not be eligible for termination wages except as follows:

- The parties acknowledge the CPUC's AMI decision provides $1.3 million in funding for employee retention and re-training. This funding will be used for the following three purposes: (1) As a retention incentive, employees on the Advanced Meter Project who are not offered another Advanced Meter Project Position within 60 miles of their current project assignment and are terminated due to a shortage of work will receive termination wages equal to one week of pay for each year of regular (not part-time) service up to a maximum of 24 weeks. Approximately $700,000 is estimated to be used for this purpose. (2) Any payments resulting from the Company's failure to meet notification requirements set forth in Section 2a of this Letter Agreement. (3) Approximately $600,000 is expected to be used for the already-agreed-upon Educational Assistance Program enhancements and expanded participation in the Company's Educational Assistance Program resulting from the Advanced Meter Project. Once the $1.3 million in retention and re-training funding is exhausted, the above three provisions will cease.

In lieu of termination and the aforementioned retention incentive noted in Item j (1) above, on a onetime basis, an employee in an Advanced Meter Project Position who is otherwise going to be terminated (due to a shortage of work) or be offered an Advanced Meter Project position that is more than 60 miles away will be able to bump the Transitional Part-Time Meter Reader with the lowest hours of service at a location of their choice. The employee's status, pay and benefits will be adjusted to that of a Transitional Part-Time Meter Reader. An Advanced Meter Project employee who bumps a Transitional Part-Time Meter Reader will be exempt from the one-year bidding restriction so that he/she can bid to other available positions within the Company. The Company may or may not release a Transitional Part-Time Meter Reader who has been bumped.

k. Use of Contractors - Nothing contained herein shall preclude the Company from using contractors for management functions, e.g., to manage, or provide consulting or training services with respect to the deployment of meters, modules or any other Advanced Meter Project equipment. It is also understood that the Company will use contractors for other aspects of the Advanced Meter Project not covered by this Letter Agreement, e.g., Advanced Meter Project network installation and optimization, logistics and warehousing, etc. Temporary contract workers may only be used to cover for Advanced Meter Project Office Representatives on a limited basis (i.e., to cover phones during peak periods, absences, and lunch and break periods).

   The Company will not use contractors for Advanced Meter Project Field Representative work described herein as being in-sourced unless Advanced Meter Project goals and timelines are not being met by employees. The Company may choose to use contractors (including individual contract workers) for Advanced Meter Project Field Representative work in the following situations:

   i. If, at an Advanced Meter deployment site, performance standards (including the minimum productivity standards) are not met on a site level basis for a total of three months, contractors may be used to complete the Advanced Meter Project work to have been performed by employees at this deployment site. The Union will be notified within two business days after it is determined monthly performance standards have not been met at a deployment site. Employees who have consistently met the performance standards will be offered the opportunity to continue working on the Advanced Meter Project at a deployment site determined by the Company or as a Part-time Meter Reader. If the available Advanced Meter Project work offered by the Company is at a location further than 60 miles from the employee's current work location, Section 2j of this Letter Agreement will apply;
   ii. If multiple deployment sites within a Deployment Area have each had three or more months in which performance standards have not been met, contractors may be used to complete part or all of the remaining project work within that Deployment Area (Attachment 3 defines each of the four Deployment Areas);
   iii. Qualified employees are not available to do the work in a particular geographic area; or
   iv. The Union and/or employees have engaged in external opposition or campaigns against the Company's Advanced Meter implementation.

Expedited Arbitration for Contracting Decisions Under This Letter Agreement

The Union may challenge the Company's use of contractors for Advanced Meter Project Field Representative work when the use of contractors arises for reasons set forth in Section 2k (i-iv). The parties agree that disputes arising under Section 2k (i-iv) regarding use of contractors for Advanced Meter Project Field Representative work will be resolved in accordance with this expedited arbitration provision. The use of individual contract workers under 2k (i-iv) or the use of contractors under Section 2k (iii) are both subject to this expedited procedure but the Company does not need to wait 30 days to use contractors. All other disputes arising under this Letter Agreement will be resolved pursuant to Article VI of the parties' CBA. The parties will work to resolve disputes arising from Section 2 of this Letter Agreement as expeditiously as possible, which may include bumping other cases.

The Company must give the Union notice via e-mail (on the sixth, seventh or eighth business day following the end of a month) of its intent to use contractors (not individual contract workers) for Advanced Meter Project Field Representative work at a particular deployment site due to performance standards not being met. Such e-mail notifications will be sent to the most current e-mail addresses provided by the Union for the eight Local presidents. A courtesy copy of the notification will also be couriered to the UWUA address contained in the CBA. From the time the Company puts the Union on written notice (via e-mail) of its intent to use contractors due to performance standards not being met, the Union will have two business days to demand arbitration. Upon notification to the Union of the Company's intent to use contractors due to performance standards not being met, the Company must wait at least 30 days before using contractors to perform Advanced Meter Project Field Representative work at the particular deployment site for which notification was provided.

To facilitate prompt arbitration decisions, the following expedited arbitration provisions for such challenges shall apply:

1. The parties have selected the following three arbitrators from their panels to hear disputes under this provision: Collins, Horowitz, and Solomon.
2. The parties agree to schedule two days of arbitration hearings each month, with one of the above three arbitrators, on two consecutive, mutually scheduled days that fall no sooner than the eleventh business day of the month, and no later than the fourteenth business day of the month, in which notification of intended contractor use is provided, unless mutually agreed otherwise, for a period of twelve months to hear cases under this provision. At the conclusion of each month the parties agree to schedule two additional days of hearings in order to keep the agreed two days scheduled for the 12-month advance period. Other arbitration cases will be scheduled on these dates (to the extent there are cases to be heard and there is mutual agreement on the arbitrator), in order to make use of the reserved dates. However, if the Union brings forth Advanced Meter Project cases arising from the Company's contracting notifications, the parties will bump the other cases scheduled on the reserved dates so the Advanced Meter Project contracting case can be heard in a timely manner.
3. The parties will use the next available scheduled arbitration date with one of the aforementioned arbitrators following a Union demand to arbitrate a contracting decision made pursuant to Section 2k (i-iv) of this Letter Agreement.
4. Each party will have no more than six hours to present its case and all such cases must conclude within two days.

5. The parties will obtain and mutually share the cost of an expedited transcript to be delivered in two business days or less from the date the hearing concludes.
6. The parties may submit post-hearing briefs; such post-hearing briefs must be submitted within seven days of the receipt of the hearing transcript.
7. The arbitrator will be expected to issue a written decision within 30 days after the time the Company provides written notice to the Union of its intent to use contractors due to performance standards not being met. If the arbitrator does not render a written decision within 30 days of the Company's notification to the Union of its intent to use contractors, the Company may proceed to use contractors.
8. The sole issue for the arbitrator to decide under this expedited arbitration provision is whether the Union has proven that the Company will be in violation of this Letter Agreement by contracting out pursuant to Section 2k (i-iv) and the minimum performance standards described in Section 2c ("Performance Standards").
9. The arbitrator is free to determine any reasonable remedy should a violation of this Letter Agreement be found.

l. Other - Unless otherwise specified, the Company will have the flexibility and latitude to implement processes, procedures and policies that will enable its Advanced Meter Project to be effectively and cost-efficiently implemented throughout its service territory. The Company may suspend, in whole or in part, the deployment of meters or modules and otherwise modify the Advanced Meter Project deployment schedule for any reason without waiving or relinquishing any of its rights hereunder.

No terms pertaining to the Advanced Meter Project will be subject to future collective bargaining unless the parties mutually agree otherwise.

The Company will provide to the Union copies of the semi-annual Advanced Meter Project status reports that are submitted to the CPUC. At the Union's request, the Company will meet within fifteen days to discuss the contents of this report.

3. Post Advanced Meter Deployment Work

Once Advanced Meter deployment is completed in an operating district, employees in other regular job classifications may be assigned to perform corrosion inspections and module maintenance work. New work that may emerge after Advanced Meter deployment is complete and the determination of who will perform that work have not been made; however, CBA provisions in effect at the time will apply.

4. ETR-A Position

a. Effective within 30 days of the signing of this Letter Agreement, the Company will temporarily reinstate the ETR-A position. The ETR-A position will be reinstated through the end of the Advanced Meter Project, as determined by the Company. Once the ETR-A program is terminated, active employees in an ETR-A position at the time will be afforded the opportunity to continue to advance to ETR.

b. Employees performing satisfactorily in Field Technician positions as of the date of this Letter Agreement will be offered a one-time opportunity to promote to ETR at the work location/district to which they are currently assigned. Field Technicians who accept the offer within five days after it is offered will be provided one opportunity to successfully complete and pass ETR training. Upon successful completion of this training, these employees will be restricted from bidding for twelve months. Field Technicians who accept the one-time offer to promote to ETR but who fail ETR training will return to their Field Technician positions.

c. Employees performing satisfactorily in Field Service Assistant positions will have higher bidding priority than Eligible Meter Reading Employees and Part-Time Meter Readers for ETR-A positions. (Eligible Meter Reading Employees are defined in Attachment 1.)

d. Employees working in ETR-A positions must successfully progress to ETR within 24 months or they will return to their previous classification if an available position exists. If no such position exists, the employee will be released unless they have bid into another position prior to the time their employment with the Company is terminated.

e. With the exception of promotional opportunities at their current work location, an employee who fills an ETR-A position or becomes an ETR from an ETR-A position will not be eligible to move to another position or location for five years upon successfully completing initial ETR-A training.

f. ETR-A positions will not be posted. If there are no qualified bidders for the ETR position, referrals for the ETR-A position will be made from the ETR bids.

g. Employees in the ETR-A position will be paid the same as Field Technicians until they progress to the ETR position. An employee will be paid as an ETR after he/she successfully completes and passes ETR training and begins working in the field.

h. During the time period in which the ETR-A position is reinstated, the Company may only hire ETRs externally for work locations that fall below the minimum ETR staffing levels required for off-hour and weekend coverage. That is, the Company may hire ETRs externally off the street if ETR staffing falls to a level that negatively impacts employees (e.g., remaining ETRs are having to work back-to back weekends, excessive extended day overtime or continually being stuck with off-hour shifts). Obvious actions to minimize ETR staffing levels for the purpose of creating the ability to hire externally shall void this paragraph for the particular work location.

5. Direct Assistance Program (DAP)

a. New DAP Positions - The Company will create up to 100 regular Customer Assistance Representative (CAR) positions, as well as up to 25 regular Administrative Clerk and 14 regular Data Entry Operator positions, contingent on CPUC approval of the Company's 2011 DAP regulatory filing wherein the Company will include these positions and request approval to shift associated non-refundable costs to refundable status. These will be bargaining unit positions and the Union will support the Company in its efforts to obtain the above regulatory approval.

These positions will perform outreach and assessment work for the Company's DAP program. Assuming CPUC approval of the Company's filing, it is anticipated that these new positions will begin to be created as Part-Time Meter Readers are displaced as a result of the Advanced Meter Project; however, positions may be created sooner. DAP positions will be created at the Company's discretion based on DAP goals, needs and results. The location of the new positions will also be at the Company's discretion.

Employees must meet the minimum qualifications the Company has established for these positions (see Attachment 4) and successfully complete a job interview where required. Employees must also successfully complete and pass any Company-required training.

b. Wages - The hourly wage for the DAP Customer Assistance Representative position will be $18.02/hour. The new Administrative Clerk position will be at Pay Grade 3 (Administrative Clerk-3). The hourly wage for the DAP Data Entry Operator will be $12.37/hour. The CBA bi-lingual premium will be paid for positions designated by the Company as bi-lingual. The new DAP Customer Assistance Representative and Data Entry Operator positions will not be subject to PAQs for the duration of the Advanced Meter Project. Any future PAQ that results in an increased funding requirement would need to be approved in the applicable DAP regulatory proceeding prior to being implemented.

c. Performance Standards - Employees in DAP Customer Assistance Representative positions must meet the following performance standards:
   - Safety - Employees must consistently work in a safe manner;
   - Quality - Enrollment form information must be complete, accurate and legible (95% of forms submitted must be error-free);
   - Productivity - Employees must complete an average of at least 30 enrollments per week over the course of a month;
   - Customer Satisfaction - Employees must perform their work in a manner that results in high customer satisfaction. Employees must not receive more than three valid customer complaints within a 90-day period regarding workmanship or customer interaction. An example of a complaint that would not be counted would be a customer complaint originating because they were deemed ineligible for the program; and
   - Attendance - Employees must be available to perform scheduled work and not exceed five missed appointments in a twelve-month period.

   Employees with sub-standard performance in any of the above areas will receive one written warning, coaching and be given 30 days to correct any deficiencies before being subject to termination.

d. Other - The Company will establish shifts and schedules. Work hours will vary between 8:00 a.m. and 8:00 p.m. (end time will be dusk or 8:00 p.m. in the summer; core canvass hours will be 3:00 p.m. to 8:00 p.m.). Saturday will be a regular work day, with no overtime unless required by law or contract.

   DAP Customer Assistance Representatives will be provided Company uniforms suitable for the work they are performing. Employees are responsible for laundering and maintaining their uniforms in a manner that presents a positive Company image.

   DAP Customer Assistance Representatives will be required to use their personal vehicles to perform their jobs. Reimbursable mileage will be paid in accordance with Company policy.

6. Other

a. Beginning on the date of the CPUC's AMI decision (April 8, 2010), when temporary Part-Time Meter Reader positions are filled, they will be filled as "Meter Reader - Part-Time - Transitional" positions. Meter Reader - Part-Time - Transitional employees will have the same CBA rights as all other part-time temporary employees, based on the CBA in effect at the time. At the time of hire, the Company will inform temporary Part-Time Meter Readers that they are being employed on a temporary, transitional basis due to AMI implementation.

b. Meter Reader - Part-Time - Transitional employees may bid for posted full-time positions only after bids by current regular and part-time temporary employees have been exhausted, provided they meet minimum qualifications.

c. When full-time Meter Reading Clerk, Meter Reading Technician and Meter Reader-R positions become vacant and are filled, they will be filled through the normal bid process. Given the transition to advanced metering and the desire to minimize adverse workforce impacts, the Company will be under no obligation to maintain a minimum number of employees, including but not limited to Full or Part-Time Meter Reader positions. However, the Company will fill vacant Meter Reader-R positions (up to a maximum of 100 Meter Reader-R positions) in a manner that is proportional to the number of Part-Time and Transitional Part-Time Meter Reader positions (i.e., one Meter Reader-R for every nine Part-Time/Transitional Meter Readers).

d. Space permitting, Part-Time Meter Readers will be allowed to participate in the special test sessions noted in Attachment 1 for Eligible Meter Reading Employees. Time off work to participate in test sessions will be in accordance with the CBA in effect at the time.

e. Part-Time Meter Readers with satisfactory performance who remain with the Company until released due to Advanced Meter implementation, and who leave the Company in good standing, will have rehire priority before the Company hires off the street for available entry-level positions for which they are qualified for a period of three years following termination of employment. In order to be given rehire priority over other external candidates, the former employee must apply for open positions on-line and check the box on the employment application indicating they were a former employee. Failure to accept a job offer within 60 miles of the employee's former work location will terminate the rehire priority afforded to said employee.

f. Effective upon execution of this Letter Agreement, when a position is going to be filled externally, internal candidates (including part-time employees) will be selected based on seniority (or, in the case of part-time employees, based on total hours worked divided by 2080) ahead of external candidates (candidates hired off the street) provided they meet the minimum qualifications posted externally. Reviewing external job postings for such positions, and submitting a letter of interest (with the job requisition number noted by the employee at the top of the letter of interest) and resume to HR Staffing in a timely manner after the position is posted externally, are the responsibility of the employee. The letter of interest will only be applicable to the job requisition for which it was designated.

g. Effective March 1, 2011, all time spent in temporary assignments in the previous five years will count toward prerequisite experience when bidding for jobs posted internally. Such time will be tracked cumulatively during the previous five-year period. For example, an FSA who has spent sufficient cumulative time (at least one year in the last five years) in relief assignments as an FT may be deemed to have met the prerequisite experience requirement for bidding to the ETR classification. The experience of external candidates considered in the hiring process must also be within the prior five years.

Sara Franke	Arturo Frias
For the Company	For the Union
Date: November 1, 2010	Date: November 1, 2010

Attachment 1
Priority Placement Program for Full-Time Meter Reading Employees

Within sixty days of this agreement, the Company will establish a Priority Placement Program (PPP) for Eligible Meter Reading Employees. Eligible Meter Reading Employees (defined as current, regular, full-time employees in Meter Reader-R, Meter Reading Technician and Meter Reading Clerk positions as of the signing of this Letter Agreement) will be eligible to participate in the PPP provided they meet all the criteria set forth below. While not a job guarantee, the PPP is intended to assist these employees in moving to other regular positions within the Company and consists of the following elements:

a. Eligible Meter Reading Employees must maintain satisfactory job performance to be eligible for the PPP. If an employee is rated Less Than Satisfactory (LTS), current CBA provisions will apply and he/she will not be eligible for the PPP. For purposes of the PPP only, an LTS employee whose performance is satisfactory for a 12-month period will become eligible for the PPP. When an Eligible Meter Reading Employee becomes ineligible for the PPP, they will not have an opportunity to regain their eligibility, other than the LTS provision described herein.

b. The PPP applies only to Eligible Meter Reading Employees as defined above.

c. Eligible Meter Reading Employees must actively and successfully pre-qualify and place bids for posted jobs (outside of Meter Reading and the Advanced Meter Project) to remain eligible for the PPP. Eligible Meter Reading Employees may also choose to opt out of the PPP. Once an Eligible Meter Reading Employee opts out of the PPP, he/she will no longer be eligible to participate in the PPP.

d. The Company will conduct special pre-qualification test sessions for Meter Reading employees (for jobs within the Company) at the following sites: Energy Resource Center in Downey, Chatsworth, Redlands, Palm Desert, Visalia, and Santa Maria. The Company will provide test preparation materials for Eligible Meter Reading Employees participating in the PPP. Restrictions on the time period prior to re-testing will be modified for those Eligible Meter Reading Employees who fail a pre-qualification test so they can re-test up to two more times without having to wait three to six months. After that, test-taking restrictions set forth in the CBA in effect at that time will govern.

Re-Test Restrictions for Eligible Meter Reading Employees will be as follows:

Test Type	*Existing Re-Test Restriction*	*Proposed Re-Test Restriction*
Advanced Mechanical	*6 months*	*No restrictions (for up to 2 re-tests)*
Mechanical	*6 months*	*No restrictions (for up to 2 re-tests)*
Administrative	*6 months*	*No restrictions (for up to 2 re-tests)*
Clerical	*6 months*	*No restrictions (for up to 2 re-tests)*
Keyboard Skills	*6 months*	*No restrictions (for up to 2 re-tests)*
Physical Abilities	*6 months*	*No restrictions (for up to 2 re-tests)*
Language Fluency	*6 months*	*No restrictions (for up to 2 re-tests)*

In addition, the duration for which tests will be valid for Eligible Meter Reading Employees will be modified as follows:

Test Type	*Existing Expiration Time Period*	*New Expiration Time Period*
Advanced Mechanical	*5 Years*	*5 years, or 2 years from the signing of this Letter Agreement, whichever is furthest in the future*
Mechanical	*5 Years*	*5 years, or 2 years from the signing of this Letter Agreement, whichever is furthest in the future*
Administrative	*5 Years*	*5 years, or 2 years from the signing of this Letter Agreement, whichever is furthest in the future*
Clerical	*5 Years*	*5 years, or 2 years from the signing of this Letter Agreement, whichever is furthest in the future*
Keyboard Skills	*1 Year*	*2 Years*
Physical Abilities	*1 Year*	*1 Year*
Language Fluency	*1 Year*	*2 Years*

e. Eligible Meter Reading Employees will have the same priority bidding rights as employees in the path of layoff with the exception of the provision contained in Item 4c of this Letter Agreement regarding FSAs. Open, regular full-time positions that are filled will be posted in POS (E-Bid); placement will be based on seniority, assuming employees meet minimum qualifications.

f. In order to allow Eligible Meter Reading Employees the opportunity to immediately bid to posted positions outside of Meter Reading for which they have pre-qualified, current bid restrictions will be lifted.

g. Eligible Meter Reading Employees who bid for posted positions may only tum down two job offers or fail to pass training two times, assuming the employee meets pre-qualification requirement. If an employee exercises his/her 56-day return rights after moving into a job, it will count as one placement opportunity. That is, under the PPP, Eligible Meter Reading Employees will have a maximum of two PPP placement opportunities.

h. Eligible Meter Reading Employees may decline one job offer (or fail training once) and still have a second opportunity available, as long as they remain actively engaged in the PPP and bidding for posted positions for which they qualify. If an Eligible Meter Reading Employee declines two job offers (or fails training twice), he/she will no longer be eligible to participate in the PPP. When an employee is disqualified for a job, he/she will not be able to bid for the same job for three months.

i. Eligible Meter Reading Employees must actively engage in, and complete required elements of, the PPP in order to remain eligible for the PPP. Actively engaged means placing at least three job bids every six months (for jobs for which the employee is qualified) assuming job postings exist. If an Eligible Meter Reading Employee is not actively engaged in or completing required elements of the PPP, the Company will notify the employee and the Union 60 days before losing his/her PPP eligibility to provide an opportunity for corrective action by the employee (assuming job openings exist).

Should 60 days elapse without active participation as specified above, the employee's eligibility for the PPP will cease and the employee will be notified by the Company that he/she is no longer eligible for the PPP.

j. Once in a regular, full-time position outside of Meter Reading, an Eligible Meter Reading Employee will no longer be eligible for the PPP (i.e., the Position Opportunity and Placement Section of the CBA in effect at the time will apply) and will no longer be eligible to bid to any job within Meter Reading.

k. Eligible Meter Reading Employees who fail to successfully participate in the PPP and want to continue to bid for posted jobs, will have rights under the Position Opportunity and Placement provisions of the CBA in effect at the time.

l. Eligible Meter Reading Employees are not entitled to any moving expenses.

Attachment 2
Prerequisite Qualifications

Advanced Meter Project Field Representative

Newly hired employees or those moving from non-safety sensitive positions must successfully pass a pre-employment drug screen prior to placement; will participate in the Company's D.O.T. mandated random drug screening program; this is a safety-sensitive position

- Must pass physical and mechanical abilities pre-qualification examinations (capable of lifting and/or carrying objects weighing up to 25 pounds and occasionally lifting objects weighing up to 50 pounds)
- Must pass yellow test battery
- Must possess a general working knowledge of personal computing devices
- Must participate in and pass a pre-qualification interview process
- Must demonstrate strong customer relations skills
- Must be able to satisfactorily work alone and in a team environment
- Must successfully complete advanced meter installation and meter change training
- Must possess and maintain a valid California Driver's License
- Must demonstrate the ability to accurately read meters
- May work shifts and differing schedules, including Saturdays or Sundays, as customer needs and project requirements dictate
- Performs assigned tasks with minimal supervision
- Must have and carry a watch with second-hand indicator or equivalent

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Advanced Meter Project Office Representative

- Must take and pass yellow test battery; Knowledge of Typing (30 WPM)
- Must participate in and pass a pre-qualification interview
- Must successfully complete and pass required training
- Must take and pass language fluency exams for positions requiring bi-lingual skills
- Must possess a general working knowledge of personal computing devices and related peripheral equipment
- Must have previous customer contact experience and demonstrate strong customer relations skills
- Must be able to clearly communicate with supervisors, co-workers and internal and external customers
- Must be able to satisfactorily work alone and in a team environment

- Must work shifts and non-traditional schedules, including Saturday and Sunday work, as customer needs and Advanced Meter Project requirements dictate
- Must be able to perform assigned tasks with minimal supervisory input

Attachment 3
Advanced Meter Project Deployment Areas

Based upon Meter Reading Districts

Area A	Area B	Area C	Area D
Lompoc	Rim Forest	Yukon	Aliso Viejo
San Luis Obispo	San Bernardino	182nd St	Santa Ana
Santa Barbara	Azusa	Compton	Anaheim
Santa Maria	Industry	Downey	La Jolla
Templeton	Chino	Whittier	Corona
Oxnard	Fontana	Santa Monica	Riverside
Simi Valley	Lancaster	Hollywood	Blythe
Bakersfield	Mojave		El Centro
Hanford	Valencia		Palm Desert
Porterville	Monterey Park		Yucca Valley
Visalia	Pasadena		Murrieta
Canoga			Ramona
Saticoy			Garden Grove
Glendale			

Attachment 4
Prerequisite Qualifications

DAP Customer Assistance Representative

- Must pass a pre-qualification examination (yellow battery)
- Must participate in and pass a pre-qualification interview Attachment 4
- Must take and pass language fluency exams for positions requiring bi-lingual skills
- Must successfully complete and pass required training
- Must demonstrate strong customer relations skills
- Must possess and maintain a valid California Driver's License
- Must work shifts and non-traditional schedules, including Saturday work, as customer needs and operations dictate
- Must be able to perform assigned tasks with minimal supervisory input

DAP Data Entry Operator

- Must pass a pre-qualification examination (yellow battery); qualified typist (50 WPM)
- Must successfully complete and pass required training

RE: LETTER OF CLARIFICATION AND UNDERSTANDING – CLASS A DRIVER'S LICENSE REQUIREMENT FOR LOCAL 483 EMPLOYEES

Per discussions between Local 483 and the Company, effective July 7, 2011 a Class A Driver's License with a HazMat Endorsement will be required for all bidders/placements into the following Transmission and Storage classifications:

Pipeline Technician
Station Technician
Transmission Pipeline Specialist
Transmission Welding Specialist

New bidders/placements moving into the above classifications must pass the required Class A DOT medical examination after interviewing and accepting the new job before their effective date to report to work. Within 56 days of completing formal training for the new classification, employees must obtain a Class A License with HazMat Endorsement. Employees not meeting the Class A requirement will return to their prior position. Following a return, employees will be restricted from bidding for one (1) year.

Employees in the above classifications on the date of this letter are grandfathered from the Class A requirement as long as they remain in their current job title.

Sue Bosworth
Manager, Labor Relations
Southern California Gas Company

LETTER AGREEMENT PANEL OF ARBITRATORS

The parties agree to the following panel of arbitrators (in the order set forth below for purposes of the selection process set forth in Step 5 of the grievance/arbitration process) to be used for all arbitrations arising under Article VI:

Panel of Arbitrators

Robert Bergeson
Norman Brand
Mark Burstein
Chris Cameron
Douglas Collins
Walter F. Daugherty
Judy A. Gust
Fred Horowitz
Ken Perea
Michael Prihar
Richard Solomon
Jan Stiglitz

The parties may mutually agree to try a new arbitrator who is not on the panel. Such arbitrator may subsequently be added to the panel only by mutual consent of both parties.

S.J. Bosworth	Arturo Frias
For the Company	For the Union
3/1/2012	3/1/2012

LETTER AGREEMENT
PART-TIME EMPLOYEES

The Company and Union agree,

Part-time employees who move to a full-time position may return to their part-time position (upon written request to their current supervisor or instructor and if the position is available) for up to 30 days after the effective date of the full-time position, provided the employee's overall performance in their part-time position was satisfactory or above in the most recent appraisal. Part-time employees who exercise this option will be restricted from bidding to any full-time position for one year. Employees with an overall performance rating of weak satisfactory or below will not be eligible for these return rights.

Effective March 1, 2012, part-time employees who qualify for Personal Business time are eligible for eight (8) hours of Bereavement time in the same calendar year in which they qualify for Personal Business (see Letter Agreement – Part-Time Employees on page **233-234**). Pay is sustained for the death of a member of the employee's immediate family or the immediate family of the employee's spouse. For Bereavement pay purposes, immediate family includes: employee's spouse, child, parent, brother, sister, grandparent or grandchild. Also included are legally declared relationships such as adopted or step relatives in the immediate family or the spouse's immediate family as defined above. For the purpose of this section, the term spouse shall include domestic partner, provided the required affidavit has been submitted to the Company.
Beginning in 2012, Part-Time Meter Readers, including Part-Time Meter Readers-Transitional, will receive a footwear allowance of $42.50 on a semi-annual basis in the second pay periods in July and December.

S.J. Bosworth	Arturo Frias
For the Company	For the Union
3/1/2012	3/1/2012

LETTER AGREEMENT

RE: Energy Technician-Residential (ETR) Schedules and Split-Days Off

The Company recognizes the benefits to ETRs of establishing ongoing provisions regarding split-day off schedules. The Company will continue to provide Monday through Friday schedules when possible and attempt to minimize the number of schedules with split-days off. Shifts, schedules, scheduled days off (SDOs) and staffing levels for all schedules will be determined by the Company based on customer and operational needs.

For districts/work locations with rotating schedules, in recognition of seniority, employees may select shifts, schedules and SDOs on a voluntary basis, in seniority order. Unfilled schedules will be assigned in inverse seniority order.
The Company will continue to offer the option of static Saturday/Sunday work schedules for ETRs at districts/work locations that collectively vote (by a vote of 50% +1 on an annual basis) for "static Saturday/Sunday" or "no static Saturday/Sunday" work schedules. For districts/work locations that collectively vote to work with a "static Saturday/Sunday" schedule, all schedules will be offered first in seniority order on a voluntary basis. Unfilled schedules will be assigned in inverse seniority order.

In the event that any district/work location votes to use static Saturday/Sunday schedules, the language in Section 5.5 (A) of the CBA, "…no two consecutive Saturdays will be part of the regular schedule," shall be deemed inapplicable to that location for as long as the location continues to use static Saturday/Sunday work schedules. Should the ETRs at that district/work location later vote to return to their former work schedules, the aforementioned language in Section 5.5 (A) will apply.

Sunday staffing for ETRs will not exceed the level needed to respond to emergencies; however, ETRs who are scheduled to work on Sundays may be assigned other, non-emergency work as time permits.

S. J. Bosworth	Arturo Frias
For the Company	For the Union
3/1/2012	3/1/2012

SOUTHERN CALIFORNIA GAS COMPANY
FULL-TIME BARGAINING UNIT EMPLOYEES - POSTRETIREMENT MEDICAL BENEFITS

Effective July 1, 2012

In conjunction with the new collective bargaining agreement that became effective March 1, 2012 (2012 CBA), the Company recently identified an issue related to medical benefit cost sharing for active full-time employees working in outlying areas (e.g., Blythe and Needles) where access to medical coverage is limited to the Anthem Blue Cross Out-of-Area PPO Plan or the Anthem Safety Net Plan ("OOA Employees").

Pursuant to the 2012 CBA, all active full-time employees who are subject to the collective bargaining agreement as of January 29, 2012 with 15 or more years of "pension vesting service" as of June 30, 2012 have the option of electing on or before July 1, 2012 between Option (A) the new defined contribution retiree medical insurance premium cost sharing structure or Option (B) the retiree medical insurance premium cost sharing structure in effect on March 1, 2012 (the "Grandfathered Cost Structure"). The Grandfathered Cost Structure does not include the actual percentage amounts which may be revised after March 1, 2012 subject to the collective bargaining agreement. An active full-time bargaining unit employee who fails to make an election will be "deemed" to have elected Option B. This one-time irrevocable election or any "deemed" election will be applied upon the employee's retirement if and when the employee retires as a represented employee from the Company on or after July 1, 2012 and is eligible for retiree medical benefits.

In addition, the Grandfathered Cost Structure is subject to the following exception (the "Out of California Exception") for retirees who are under age 65:

> "For any Eligible Represented Employee who selects the "grandfathered" structure [Option B] and at or after retirement elects out of area coverage, the Company will make an employer contribution to the medical plan in an amount equal to the low-cost California HMO Company contribution and the Eligible Represented Employee will be responsible for the balance of the cost of such out of area coverage. Out of area coverage for this purpose means outside of California."

The Company recognizes that OOA Employees who elected or were deemed to have elected the Grandfathered Cost Structure may live in areas that are in geographical proximity to their primary work locations, but are outside of California (e.g., just across the California border in Nevada or Arizona). Consequently, the Company will exclude OOA Employees who retire on or after July 1, 2012 and had elected or are deemed to have elected the Grandfathered Cost Structure from the Out of California Exception, discussed above, if the following conditions are met:

1. The eligible employee's primary SoCalGas work location is in an area where medical plan options are limited (i.e., employees have no access to an HMO or Point of Service plan); and
2. The eligible employee's primary residence is located in another state and the distance from the employee's primary SoCalGas work location is 50 miles or less.

Active eligible employees who meet the above criteria, and elect or are deemed to have elected the Grandfathered Cost Structure, will be treated, at retirement, as though they reside in California and will receive the same medical plan options and premium cost sharing structure as applicable to other retirees who elected the Grandfathered Cost Structure and were OOA Employees who reside in California.

Active full-time bargaining unit employees who elected the new defined contribution insurance premium cost sharing structure (Option A) are not impacted by the Out of California Exception or the exclusion discussed above.

An eligible employee who (i) elected or is deemed to have elected the Grandfathered Cost Structure, (ii) qualifies for the above exclusion from the Out of California Exception at the time he begins to receive retiree medical benefits, and (iii) subsequently moves to a location outside of California that is greater than 50 miles from his primary SoCalGas work location at the time of his retirement, will no longer qualify for the above exclusion from the Out of California Exception. In other words, the retiree immediately will be treated as having moved outside of California and the Company will make an employer contribution to the medical plan in an amount equal to the low-cost California HMO Company contribution and the retiree will be responsible for the balance of the cost of such out of California coverage.

Sara Franke	Arturo Frias
Director, Labor Relations	Chair, Joint Steering Committee
For the Company	For the Union
Date: 7/18/12	Date: 7/18/12

LETTER AGREEMENT
REGARDING NEW ESAP (FORMERLY DAP) POSITIONS

This Letter of Agreement is an agreement between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW - Jointly (Union).

In regards to the ESAP (formerly DAP) Customer Assistance Representative (CAR), and the Data Entry Operator (DEO) positions described in the AMI Agreement dated November 1, 2010 (Agreement), the parties agree to the following changes to the prerequisite qualifications:

The following will be added to the CAR position's prerequisite qualifications as outlined in the Agreement:

- Physical Abilities level C

The pay level of the CAR position will be increased from $18.02 to $18.52 per hour due to the addition of the physical abilities level C and the job title will be changed to Customer Assistance Representative-Field.

The following will be added to the DEO position's prerequisite qualifications as outlined in the Agreement:

- Must participate in and pass a pre-qualification interview
- Must take and pass language fluency exams for positions requiring bi-lingual skills
- Must possess a general working knowledge of personal computing devices and related peripheral equipment
- Must have previous customer contact experience and demonstrate strong customer relations skills
- Must be able to clearly communicate with supervisors, co-workers and internal and external customers Must be able to satisfactorily work alone and in a team environment
- Must work shifts and non-traditional schedules, including Saturday and Sunday work, as customer needs and ESAP requirements dictate
- Must be able to perform assigned tasks with minimal supervisory input.

The pay level of the DEO position will be increased from $12.37 to $18.52 with the addition of the above prerequisite responsibilities and the job title will be changed to Customer Assistance Representative-Office. In addition, the Performance Standards agreed to for the CAR position outlined on page 11 of the Agreement will be adhered to for this position as well, with the exception of Productivity, which will be an average of at least 100 appointments per week over the course of a month.

The Customer Assistance Representative-Office position will not perform the indicative duties identified below:

- Invoice processing - Validates invoices submitted for payment against the HEAT system.
- Call Center - Fields customer calls from entire SoCalGas service territory regarding the program eligibility, type of service offered, complaints, and assigns work to more than 30 program contractors.

- Reject invoices - Identify errors that are used to determine whether an invoice needs to be rejected due to errors. Ensures that the HEAT system is noted with the correct information when either a part of or a whole invoice is rejected. Returns the invoice to the corresponding contractor by mail with appropriate paperwork.
- Hazardous Fails - Contacts contractors via phone or mail to ensure timely notification when an inspection reveals a hazardous fail. Contact information is then entered into the system.

The parties further agree the Customer Assistance Representative-Field and Customer Assistance Representative-Office positions will be filled in the following order:

1. Meter Reader Part-Time based on total hours worked divided by 2080.
2. Meter Reader Part-Time-Transitional based on total hours worked divided by 2080.
3. External Hires.

All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties. All parties further agree that nothing in this agreement modifies the party's Collective Bargaining Agreement.

Dated: 1/9/14
Jim Rapose
Labor Relations Manager
For the Company

Dated: 1/8/14
Robert Hoffman
Chair of the JSC
For the Union

NON PRECEDENT SETTING LETTER AGREEMENT

RE: Transmission and Storage Safety Committee Reinstatement

This Letter of Agreement is a non-precedent setting agreement executed by and between the Southern California Gas Company (SCGC), and Utility Workers Union of America, Local 483.

The Parties agree to reinstate the Safety Committee Meetings in both Storage and Transmission Operations effective February 2015.

Anytime a safety incident or Stop-the-Job occurs Within Transmission or Storage, local supervision will include the President of Local 483 in its incident notification process via a phone call as soon as practicable.

A Stop-the-Job template will be completed by the immediate supervisor and submitted to the Field Safety Advisor as soon as practicable who in turn will submit it to the Co-Chairs of the three Safety Committees. The President of Local 483 will be notified of any required follow-up within 10 days of the occurrence and the incident will be discussed at the next monthly Safety Committee meeting.

The terms of this agreement apply only to employees working in Transmission and Storage and nothing in this agreement set any precedent or rules outside of Transmission and Storage. This agreement will remain in effect until either party cancels pursuant to Section 2.5 (4) Shop Committee. All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position It may wish to assert in future disputes between the parties.

Dated: 2/4/15 — Jim Rapose
For the Company

Dated: 2/4/15 — Robin Downs
For the Union (UWUA Local 483)

LETTER AGREEMENT
BASE SUPPORT ASSISTANT

The Company agrees to establish a new classification titled Base Support Assistant (BSA). The Company will determine when, how many, and where the positions are created. Initially, the Company plans to fill approximately 20 Base Support Assistants (16 Part Time and 4 Full Time). These numbers are subject to change and the Company assumes no obligation to maintain any specific number of employees in any of these classifications.

Hourly wages for the Base Support Assistant position will be as follows:

Step 1 $14.00/hour for the first six months
Step 2 $20.00/hour thereafter.

The $14/hour and $20/hour wages for the Base Support Assistant will escalate according to future collective bargaining agreements. The Base Support Assistant is not subject to PAQs. The following are additional details:

- New hires off the street will be placed at Step 1.
- Internal employees moving into the Base Support Assistant position will move to the Base Support Assistant Step which is next higher than their current rate of pay.
- Part-Time Stage 1 Meter Readers hiring into the Base Support Assistant position will be placed at Base Support Assistant Step 1 for a maximum of three months.
- Employees eligible for a Base Support Assistant position must meet the minimum qualifications the Company has established for this position (see Attachment 1) and successfully complete a job interview.
- The Company will establish shifts and schedules. Work hours will vary between noon and 12:00a.m.
- The Base Support Assistant may be required to drive their personal vehicle on Company business up to 25 miles per day without eligibility for excess time or mileage. Miles driven while on Company business which exceeds 25 miles per day will be eligible for mileage reimbursement.
- The Base support Assistant will not be entitled to premiums.

Nothing in this agreement modifies in any way any provisions of the parties' collective bargaining agreement or management's rights.

Jim Rapose	Robert Hoffman
Labor Relations Manager	Chair, Joint Steering Committee
5/21/15	5/21/15
Date	Date

LETTER AGREEMENT
SICK TIME FOR PART TIME EMPLOYEES

This Letter of Agreement is between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW- Jointly (Union).

Beginning July 1, 2015, Part-Time employees with 90 calendar days or more of continuous employment shall receive 24 hours of Short-term Annual Sickness Allowance for use when absent due to sickness or injury.

100 percent of the Part-Time employee's Short-term Annual Sickness Allowance may be used to attend to an illness of the employee's spouse, child, or parent as those terms are defined in California law. The Company reserves the right to verify the illness of an employee's spouse, child or parent according to California law.

Employees may use their Annual Short-term Annual Sickness Allowance for their own medical and dental appointments, without it counting as an occurrence.

On January 1, 2016, and each year thereafter, any portion of an employee's Short-term Annual Sickness Allowance which has been depleted during the previous calendar year shall be replenished. The Short-term Annual Sickness Allowance for each Part-Time employee with 90 calendar days or more of continuous employment shall not exceed 24 hours per calendar year.

Nothing in this agreement modifies in any way any provisions of the parties' collective bargaining agreement or management's rights.

Jim Rapose	Robert Hoffman
Labor Relations Manager	Chair, Joint Steering Committee
9/15/15	9/15/15

LETTER AGREEMENT
PART-TIME EMPLOYEES

The Company and Union agree,

Part Time employees with 6 months of service will be afforded all rights under Article VI for any discipline received from Section 6.3A or Section 6.3B.

Part Time Employees who work 1,000 hours or more per year shall receive 16 hours of Personal Business time the following year. If an employee works more than 700 hours but less than 1,000 hours in any following year after reaching the initial 1,000-hour threshold, that employee will receive 8 hours of Personal Business time the following year.

Effective October 1, 2015, part-time employees who have completed 60-days of continuous service (rolling 12 months) will be eligible to receive medical, dental, and vision benefits, effective on the first of the month following the 60-day qualification period. The following benefit options will be offered:

1. Medical coverage under the HMO Plan of the employee's choosing (currently Kaiser or Anthem-Blue Cross), Employee Only option, will be offered under the same cost sharing provisions in place for full-time employees. Employee contributions will be tied to the low-cost HMO plan.

2. Dental coverage under the MetLife dental plan, with the Company paying the full cost of the Employee Only option.

3. Vision coverage under the MetLife vision plan, with the Company paying the full cost of the Employee Only option.

Effective January 1, 2010 part-time employees who were hired on or before February 25, 2009, who subsequently move to a full time position will be eligible for the catastrophic sickness allowance after completion of three years or more of regular employment. Part-time employees hired after February 25, 2009, who subsequently move to a full-time position, will not be eligible for the catastrophic sickness allowance.

Part-time employees who waive all three benefits (i.e., medical, dental, and vision) will receive a stipend of $100/month.

Part-time employees called to military service or who voluntarily enlist in the armed forces of the United States, will be granted a leave of absence and are entitled to reinstatement upon return, provided they comply with the following eligibility conditions:

1. Submit a Leave of Absence form to the employee's supervisor, at least 3 working days in advance of departure. A copy of the employee's official orders, signed by the commanding officer, must accompany the Leave of Absence form.

2. Present to the Company a certificate of satisfactory completion of military service upon his/her return.

3. Apply for reinstatement within 90 days after release of military service.

4. Perform full-time active military service for the term of enlistment or any period of time required by federal or state law.

5. Be mentally and physically and able to perform the duties of his/her former job.

Note: Reinstatement may not be possible if the Company's circumstances have changed, to make the return to work impossible or unreasonable, or if the position has been eliminated.

Jim Rapose	Robert Hoffman
For the Company	For the Union
10/1/2015	10/1/2015

LETTER AGREEMENT
MSA INSPECTION REPRESENTATIVE
MSA OFFICE REPRESENTATIVE

This Letter of Agreement is between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW- Jointly (Union).

The Company plans to create the classifications of MSA Inspection Representative (MIR) and MSA Office Representative (MOR). The Company will determine when, how many, and where the positions are filled. In addition, the Company is under no obligation to maintain any specific number of employees in any classification. The Company will fill the above positions according to the current and future Collective Bargaining Agreements (CBAs).

The MIR classification and MOR classification will be at Level 1. The wages of the MIR and MOR classifications will escalate according to the general wage increase schedule as agreed upon in the current and future CBAs. The MIR classification will be part of the Region Operations Field Services progression. The MOR classification will be part of the Headquarters Customer Contact Center progression .

In addition, the following terms and conditions shall also apply:

MIR employees may be required to report to various districts (base locations) within 30 miles of an Area Hub (see Area Hub detail below) without compensation for excess time and mileage.

- MIR and MOR classifications will be PAQ'd within 18 months.
- MIR employees may be assigned work at various districts within an assigned Area Hub.
- When sent outside of the assigned Area Hub, excess time and mileage will be paid, when applicable, in accordance with the CBA.
- MIR and MOR employees work variable work schedules based on Company needs and requirements (e.g. earlier or later starts). Shifts and schedules may change on a semi-annual basis and will be discussed in local shop committee prior to change. For MIR, the local shop committee will be based on the title of the hub as noted below. The CCC shop committee will include the MOR shift selections. There will be no split schedules (e.g. 7am-11am and then 3pm-7pm in the same day)
- MIR and MOR employees may be scheduled to work Saturdays as part of their regular schedule. Sunday PCOs will be offered to volunteers on overtime.
- The Company retains the right to utilize management personnel to perform scheduling and resource management.

- MIR and MOR employees will be restricted from bidding to ALL jobs for one year from their effective date in the MSA position.
- MIR employees assigned to an Area Hub will be entitled to a premium of $0.75 per hour for all hours worked while assigned to the Area Hub. The premium will not be paid to those employees assigned to Stand Alone Bases or to those MIR employees who are job site reporting. If the job level of the MIR position goes up for any reason, the premium will end immediately.
- The Company will initially fill seven (7) Field Service Assistant positions to support the MSA inspections. These FSA employees may be required to report to various districts (base locations) within 30 miles of an Area Hub (see Area Hub detail below) without compensation for excess time and mileage.

Area Hub detail

Southeast Region

Anaheim Hub	Chino Hub	Ramona Hub	Stand-Alone Bases
Anaheim	Chino	Ramona	Palm Desert
La Jolla - 5 miles	Corona - 16 miles	Murrieta - 18 miles	Yucca Valley
Santa Ana - 7 miles	Fontana - 17 miles	Riverside - 21 miles	Rim Forest
Garden Grove - 8 miles	Industry - 18 miles	Beaumont - 22 miles	El Centro
Downey - 17 miles	Azusa - 20 miles	San Bernardino - 28 miles	Blythe
Whittier - 17 miles	Alhambra - 27 miles		
Aliso Viejo - 21 miles	Pasadena - 28 miles		

Northwest Region

Crenshaw Hub	Saticoy Hub	San Luis Obispo Hub	Visalia Hub
Crenshaw	Saticoy	San Luis Obispo	Visalia
Juanita - 5 miles	Canoga - 6 miles	Santa Maria - 31 miles	Hanford - 20 miles
Hollywood - 6 miles	Branford - 8 miles	Templeton - 29 miles	Porterville - 31 miles
Huntington Park - 8 miles	Glendale - 15 miles		
Santa Monica - 8 miles	Valencia - 18 miles	Stand-Alone Bases	
Yukon - 8 miles	Simi - 21 miles	Bakersfield	
Belvedere - 11 miles		Lancaster	
Redondo - 12 miles		Mojave	
Compton - 14 miles		Santa Barbara	
San Pedro - 20 miles		Ventura	

The Company will notify the Union when a base is removed from a Hub and treated as a stand-alone base. At the Company's discretion, MIR employees may volunteer to job site report. In those job site reporting situations, the assigned Hub or Stand-Alone base will be considered the operating base as outlined in Section 5.4 of the CBA.

Nothing in this agreement modifies in any way any provisions of the parties' Collective Bargaining Agreement or management's rights. Neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties.

Jim Rapose	Robert Hoffman
Labor Relations Manager	Chair, Joint Steering Committee
10/6/15	10/6/15

LETTER AGREEMENT
MSA INSPECTION REPRESENTATIVE
MSA OFFICE REPRESENTATIVE

Amendment

This is an Amendment to the MSA Inspection Representative and MSA Office Representative Letter Agreement between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW – Jointly (Union) dated 10/06/15.

The Company and the Union agree to the following amendments:

- MSA Inspection Representatives will be afforded a Footwear Allowance of $85.00 per year, paid during the second pay period in July.
- It is understood the MSA Office Representative Bilingual position will be created and will be afforded the Bilingual premium outlined under the Collective Bargaining Agreement (CBA).
- Area Hub, mileage: MIR employees may be required to report to various Company locations within 31 miles of an Area Hub without compensation for excess time and mileage.
- MSA Inspection Representatives will be included in the list of employees furnished uniforms. Employees will be required to select one location per calendar year where they will pick up and drop off their uniforms.

Nothing in this agreement modifies in any way any provisions of the parties' collective bargaining agreement or management's rights. Neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties.

Jim Rapose	Robert Hoffman
Labor Relations Manager	Chair, Joint Steering Committee
11/16/15	11/16/15

LETTER AGREEMENT
REGARDING ROVING MAIN CONSTRUCTION CREWS

This Letter of Agreement is an agreement between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW- Jointly (Union). The following will apply:

The Company will establish roving main construction crews. The Company will determine when, how many, and where the positions are filled. In addition, the Company is under no obligation to maintain any specific number of employees in any classification. Initially, the Company will establish six roving construction crews at the following locations:

- SE Region- Three roving main construction crews will be located in the Chino Hub.
- NW Region- Two roving main construction crews will be located in the Crenshaw Hub and one located in the Saticoy Hub.

While the Company expects the initial hubs to be those listed above, the Company reserves the right to change the hub locations after the signing of this agreement.

Crew Staffing (Typically 4 members per crew)

- 1 LCT, 1 ETD, 2 CTs

Filling Crew Positions

- Letters of interest will be accepted for qualified LCTs and ETDs from the Area Hub that the crew is housed. Qualified volunteers will be selected in seniority order. If no qualified volunteers, positions will be posted in E-Bid and filled per the CBA.
- CT positions will be posted in E-Bid and filled per the CBA.

Qualifications

- LCTs will be required on some assignments to successfully pass Pressure Control (Phase I and II) training and obtain a Class A California Driver's License.
- LCTs, ETDs will receive a premium of $.25 per hour for time worked while on the roving main construction crew. CTs will receive this premium after 15 months while on the roving main construction crew.
- ETDs will be required to successfully pass Acetylene Welding and LCT training and obtain a Class A California Driver's License. Additionally, ETDs will be required on some assignments to successfully pass Pressure Control (Phase I and II) training.
- CTs will be required on some assignments to obtain a Class A California Driver's License. CT's for roving main construction crews will not be required to attend Leak Survey/High pressure leak survey training for six months. The Company will make every effort to keep CTs in the roving main construction crew for the duration of their commitment.

Requirements

- Members of roving main construction crews will not be part of any on-call rotation.
- Separate overtime eligibility lists will be maintained as members of roving main construction crews will be excluded from planned call outs. However, these employees will be part of emergency call outs.
- Roving main construction crews may be required to work on all distribution piping.
- Commitment to Roving Main Construction Crews:
    - LCT- One year
    - ETD- One year
    - CT- One year
      **Only exception to commitment will be for promotion within line of progression within Area Hub*

Crew members will report to various districts (base locations) within 30 miles of Area Hub without compensation for excess time and mileage.

- Crew members will report to district where assigned work is.
- When sent outside of Area Hub, excess time and mileage will be paid in accordance with the CBA.

- Variable work schedules may be required based on the project's requirements (earlier or later start, 4/10, 9/80, etc.).

Area Hub Detail

Southeast Region

Anaheim Hub	Chino Hub	Ramona Hub	Palm Desert Hub
Anaheim	Chino	Ramona	Palm Desert
La Jolla - 5 miles	Corona - 16 miles	Murrieta - 18 miles	*Yucca Valley – 40 miles
Santa Ana - 7 miles	Fontana - 17 miles	Riverside - 21 miles	
Garden Grove - 8 miles	Industry - 18 miles	Beaumont - 22 miles	
Downey - 17 miles	Azusa - 20 miles	San Bernardino - 28 miles	
Whittier - 17 miles	Alhambra - 27 miles		
Aliso Viejo - 21 miles	Pasadena - 28 miles		

Rim Forest Hub	El Centro Hub	Blythe Hub
Rim Forest	El Centro	Blythe

*Denotes bases in excess of 30 miles from Area Hub

Northwest Region

Visalia Hub	San Luis Obispo Hub	Santa Barbara Hub	Bakersfield Hub
Visalia	San Luis Obispo	Santa Barbara	Bakersfield
Hanford – 20 miles	*Santa Maria - 31 miles	*Ventura – 38 miles	
*Porterville – 31 miles	Templeton - 29 miles		

Crenshaw Hub	Saticoy Hub	Lancaster
Crenshaw	Saticoy	Lancaster
Juanita – 5 miles	Canoga - 6 miles	Mojave – 28 miles
Hollywood – 6 miles	Branford - 8 miles	
Huntington Park – 8 miles	Glendale – 15 miles	
Santa Monica – 8 miles	Valencia – 18 miles	
Yukon – 8 miles	Simi – 21 miles	
Belvedere – 11 miles		
Redondo – 12 miles		
Compton – 14 miles		
San Pedro – 20 miles		

*Denotes bases in excess of 30 miles from Area Hub

This agreement supersedes all other agreements regarding Roving Main Gangs. All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties.

Dated: 5/21/15

Jim Rapose
Labor Relations Manager
For the Company

Dated: 5/21/15

Robert Hoffman
Chair of the JSC
For the Union

Re: Letter of Clarification Roving Main Construction Crews

Attention: Robert Hoffman, Chair JSC

Dear Robert,

This letter is a follow-up to our discussions at the JSC meeting on May 21, 2015 regarding the above subject. As was discussed, it is the intent and understanding of the Company that the CT positions on the Roving Main Construction Crews will be filled with employees new to the position of CT and will be closed to transfer bidders.

Sincerely,

Jim Rapose
Labor Relations Manager
May 27, 2015

LETTER AGREEMENT
REGARDING PART-TIME
PIPELINE TECHNICIAN ASSISTANT
STATION TECHNICIAN ASSISTANT

This Letter of Agreement is between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW - (collectively the "Union").

The Company and Union agree to establish a Part-Time Pipeline Technician Assistant position and a Part-Time Station Technician Assistant position. Both positions are being created in conjunction with the Letter Agreement Regarding the UMAP Program (Veterans Hiring). The Company will determine when, how many, and where the positions are filled. In addition, the Company is under no obligation to maintain any specific number of employees in any classification.

In addition to meeting all of the minimum qualifications for the Part-Time Pipeline Technician Assistant position and/or the Part-Time Station Technician Assistant position, candidates must have also successfully completed the Company-approved Veterans Hiring Transmission and Storage pre-qualification orientation.

Both the Part-Time Pipeline Technician Assistant and Part-Time Station Technician Assistant will be placed at Grade 3 Starting Wage, will not be eligible for step progression increases, and will be eligible for general wage increases per the Collective Bargaining Agreement. Part-Time Pipeline Technician Assistants and Part-Time Station Technician Assistants will be eligible for overtime work, but only after Full-Time Pipeline Technicians and/or Station Technicians at the same work location have been offered a similar opportunity for overtime work. As part of this agreement, the Company and Union agree these positions will not be eligible for PAQ consideration.

The terms of this agreement apply only to Transmission and Storage and nothing in this agreement sets any precedent or rules outside of Transmission and Storage. All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future disputes between the parties.

Dated: 11/16/15 — Gina Orozco-Mejia, Dir – Labor Relations
For the Company

Dated:11/13/15 — Robin Downs, President, Local 483, UWUA
For the Union

LETTER AGREEMENT

This is a Non-Precedent Setting Agreement between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO and the International Chemical Workers Union Council, UFCW - (collectively the union).

Effective with the signing of this letter agreement, the Company will create the following job classifications within the Transmission and Storage organization:

- Sr. Gas Storage Specialist
- Sr. Station Maintenance Specialist
- Sr. Station Operations Specialist
- Transmission & Storage Inventory and Administrative Technician
- Station Assistant*
- Journey Electrician - Storage
- Lead Electrician – Storage

*Station Assistant classification will not be utilized to perform work in the Pipeline progression.

Effective with the signing of this agreement a new two year bid restriction will be established for employees entering into the classifications identified below.

- Sr. Gas Storage Specialist (new)
- Sr. Station Maintenance Specialist (new)
- Sr. Station Operations Specialist (new)
- Sr. Instrument Specialist
- Pipeline Technician
- Station Operations Specialist
- Station Technician
- Station Assistant

The exception to this bid restriction would be promotional opportunities within the job progression at the same work location. In addition, employees in the Pipeline Technician, Station Operations Specialist, Station Assistant and Station Technician classifications may also bid for promotional opportunities within Transmission & Storage Operations at the same work location.

The parties agree that the 2 year bid restriction applies only to the initial bid for each classification. Subsequent transfer bids to the same classification will only require a one year restriction.

All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties. All parties further agree that nothing in this agreement modifies the party's Collective Bargaining Agreement.

Robin Downs	Leonard Prymus
President, Local 483	Labor Relations Manager
9/28/16	9/28/16
Date	Date

LETTER AGREEMENT
SAFETY MENTOR PROGRAM PILOT

This Letter of Agreement is an agreement between the Southern California Gas Company (Company) and the Utility Workers Union of America, AFL-CIO Local 483.

Effective with the signing of this Letter Agreement, the parties agree to test pilot a Safety Mentoring Program. On a non-precedent setting basis, the Company will create a non-management Union Represented Classification designed to facilitate employee engagement and contribute to improving safety culture. This temporary classification will be part of the Local 483 certification.

The duties, responsibilities and minimum qualifications of the job classification will be determined exclusively by the Company and will include the responsibility of working proactively with employees with the goal of improving safety culture. The individual working within the job classification will work with both management and Union represented employees to instill a culture of personal accountability and compliance with safety standards, regulations and policies, support the implementation of safety plans, and maintain productive rapport with represented employees, supervisors, management personnel and any third parties (e.g., vendor/contractors). The Safety Mentor will report into the Safety Organization. The individual working within the job classification may be required to job site report. The selected employee will maintain all Operator Qualifications consistent with their regular position, and will be required to perform these tasks as needed to demonstrate proper techniques or in the event of an emergency.

At this time, the pilot is designed to be a one year position only in the Transmission\Storage department. The parties agree to review the performance of the pilot at the end of the first year and if both parties agree, to implement the option to extend it for a period of time to be later determined. The individual selected for the position will be required to commit to the pilot program for the entire one year period. The individual selected for this position will be restricted from bidding for one year from their entry date into the program. The exception to this rule is promotional opportunities, in their regular job progression, at their regular base location. There will be no additional compensation, but the pay will be commensurate to the pay rate and level held by the employee.

Upon conclusion of the pilot program, the Company and Union will evaluate its effectiveness and determine if the pilot will continue, cease or be expanded to other areas of the Company. All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties. All parties further agree that nothing in this Letter Agreement modifies, in any way, any provisions of the parties' collective bargaining agreement or management's rights.

The Company or Union can terminate this agreement at any time. At the completion of the pilot, the employee in the program will have the right to return to their regular job.

Leonard Prymus Labor Relations Manager	Robin Downs President, Local 483
1/13/17	1/13/17

LETTER AGREEMENT SAFETY MENTOR PROGRAM PILOT

This Letter of Agreement is an agreement between the Southern California Gas Company (“Company') and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW - (collectively the "Union").

Effective with the signing of this Letter Agreement, the parties agree to test pilot a Safety Mentoring Program. On a non-precedent setting basis, the Company will create a non-management Union Represented Classification designed to facilitate employee engagement and contribute to improving safety culture. This temporary classification will be part of the joint certification.

There will be one designated union representative serving as a Safety Mentor for each of the following areas: Gas Distribution, Customer Service, M&R, and Call Center.

The duties, responsibilities and minimum qualifications of the job classification will be mutually determined by the Company and the Union and will include the responsibility of working proactively with employees with the goal of improving safety culture. The individual working within the job classification will work with both management and Union represented employees to instill a culture of personal accountability and compliance with safety standards, regulations and policies, support the implementation of safety plans, and maintain productive rapport with represented employees, supervisors, management personnel and any third parties (e.g., vendor/contractors). The written documents prepared by the Safety Mentor, which summarize areas of improvement, will not be utilized for disciplinary purposes. In addition, the Company agrees to share relevant collected safety data with the Union.

The Safety Mentor will report into the Safety Organization. The individual working within the job classification may be required to job site report. The selected employee will maintain all Operator Qualifications consistent with their regular position, and will be required to perform these tasks as needed to demonstrate proper techniques or in the event of an emergency.

For the pilot, employees will apply for the Safety Mentor position through a designated Letter of Interest Form. In order to qualify for the position, the employee must have at least four years of technical experience in the area in which they are mentoring and must possess written and oral communication skills. Additional minimum requirements may be outlined in the Safety Mentor job profile. Following the interview process, the most qualified candidate will be selected to serve in the Safety Mentor capacity. Should there be more than one equally qualified candidate, the assignment will be based on seniority. Applicants for the position will be required to pass a structured panel interview conducted by the Safety Department and corresponding organization.

At this time, the pilot is designed to last for one year. The parties agree to review the performance of the pilot during the first quarter of 2019, and if both parties agree, to implement the option to extend it to other areas for a period which will later be determined. The individual selected for the position will be required to commit to the pilot program for the entire one year period. The individual selected for this position will be restricted from bidding for one year from their entry date into the program. The exception to this rule is promotional opportunities, in their regular job progression, at their regular base location. There will be no additional compensation, but the pay will be commensurate to the pay rate and level held by the employee.

Upon conclusion of the pilot program, the Company and Union will evaluate its effectiveness and determine if the pilot will continue, cease or be expanded to other areas of the Company. Should the program be extended pass the one year pilot, the Company and Union will meet to discuss potential formal training for the position.

All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties. All parties further agree that nothing in this Letter Agreement modifies, in any way, any provisions of the parties' collective bargaining agreement or management's rights. The Company or Union can terminate this agreement at any time. At the completion of the pilot, the employee in the program will have the right to return to their regular job.

David S. Cameron Labor Relations Manager	Javier A. Salas JSC Chair
2/16/18	2/16/18

ENERGY TECHNICIAN RESIDENTIAL APPRENTICE LETTER AGREEMENT

This Letter of Agreement is an agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW - (collectively the "Union"). Effective with the signing of this agreement, the patties agree to the following:

The Company will continue the use of the Energy Technician Residential Apprentice (ETR-A) position as a pass-through apprenticeship to the Energy Technician Residential (ETR) job classification. This position will be in effect for the duration of the Agreement; No employee will hold the ETR-A position indefinitely. This letter agreement supersedes any other letter agreements regarding the ETR-A position.

Filling Positions

The Company will initially post requisitions internally as an ETR. If there are no qualified bidders for the ETR position, referrals for the ETR-A position will be made from the ETR bid deck. If there are still no internal qualified bidders, the Company may post the position externally as an ETR or ETR-A.

Candidates securing an ETR-A position will be required to complete the apprenticeship and advance to the ETR classification. The employee must have demonstrated satisfactory performance in the ETR-A position for a minimum of one year to advance. However, with the exception, under agreement between management and the employee, ETR-As who have demonstrated the necessary skill set can be sent to ETR training after 9 months as an ETR-A. Upon completion of ETR training, employees will be required to work at their location for a minimum of twenty-one (21) months.

Bidding Restrictions and Training

Employees who do not successfully pass and complete the initial ETR-A training twice or ETR training twice will be restricted from bidding to the ETIVETR-A classification for one (1) year.

Regular Full-Time employees bidding into the ETR-A position will have their 56-day return rights commence after successfully completing ETR-A training.

Employees who do not pass ETR training the first time will receive on the job training at the district and will be provided a second opportunity to complete the ETR training after a minimum waiting period of six (6) months (based on training availability).

Employees working in ETR-A positions must progress to ETR within twenty-four (24) months or they will return to their previous classification if an available position exists. If no such position exists, the employee will be released unless they have bid into another position or demote to an available position within the same job progression prior to the time their employment with the Company is terminated. In all cases, employees who have failed ETR training twice will be given a minimum of six (6) months to attempt to secure one of the options above prior to their employment with the Company being terminated.

Wages for the ETR-A:

Pay grade for ETR-A will be Grade 4. Pay grade starting rate and step advancement are governed by the Collective Bargaining Agreement.

This agreement shall remain in effect until negotiated, between the Company and Union, otherwise.

All parties agree that the terms of this agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future unrelated disputes between the parties. All patties further agree that nothing in this agreement modifies the party's Collective Bargaining Agreement.

David S. Cameron	Javier A. Salas
Labor Relations Manager	Chair, Joint Steering Committee
1/22/19	1/22/19
Date	Date

MEMORANDUM OF UNDERSTANDING

Re: Collective Bargaining Agreement Section 2.5 (D) (2) District and Local Safety Committees

This is a Memorandum of Understanding (MOU) between the Utility Workers Union of America, AFL-CIO and the International Chemical Workers Union Council, UFCW (collectively the Union), and the Southern California Gas Company (the Company).

The purpose of this MOU is to clarify existing Collective Bargaining Agreement (CBA) language in Section 2.5 - Labor-Management Activities regarding District and Local Safety Committees.

The existing language states the following;

(2) District and Local Safety Committees

Employee participation in safety management through local safety committees is strongly encouraged. These guidelines are intended to facilitate formation of safety committees in organizations that do not currently have one and to promote consistency in committee make-up and function.

Safety Committees will be established at a district and department by mutual consent of management and the Union(s). The committee should be made up of at least three represented persons (larger locations may have more). To obtain the best cross section of employee representation, a person from each work group should be on the committee (i.e. customer contact, field services, meter reading, etc.). In addition, a representative of Management and the Union will serve, and in turn, will mutually agree on the method of selecting the rest of the committee. The length of term will be twelve (12) months on a rotating basis or end of project (not to exceed eighteen (18) months). To maximize education, all employees at the location should have an opportunity to serve on the committee. Persons selected to service on the committee should be those who support the Company and the Union 's efforts in safety and incident prevention.

Responsibilities

The responsibilities of the safety committee will be varied based on the needs and requirements of each work location. Some general duties are listed below:

1. *By consensus, the committee will agree on a meeting schedule.*
2. *Assist in planning and conducting of the safety meetings.*
3. *Promote the idea that a person's safety is everyone's responsibility.*
4. *Review suggestions from employees pertaining to changes in safety programs, safety equipment and make recommendations to appropriate personnel for consideration.*
5. *Be familiar with the contents of the Company's Injury/Illness Prevention Program Handbook and be prepared to make recommendations for changes to local management or region safety supervisor.*
6. *Be alert to the any hazard or hazardous conditions and report as soon as possible to appropriate personnel designated by Safety Committee. Review industrial injury and motor vehicle accident reports and make commendations on methods of prevention and protection to prevent a similar recurrence.*
7. *Communicate and coordinate safety/issues between work groups, all shifts, and other safety committees.*

Suggestions and recommendations for the prevention and elimination of unhealthful and unsafe conditions and practices shall be promptly investigated and acted upon by the appropriate staff. Participating representatives, insofar as practicable, shall be furnished, at least 24 hours prior to the time of the meeting, with a written agenda of all matters to be discussed at the meeting.

If safety matters are not resolved to the satisfaction of Union representatives, they may be referred to the grievance procedure under Section 6.8 (Grievance/Arbitration Procedure) or, in the case of safety matters having system-wide implications, to an Interim Meeting as set forth in Section 2.5 hereof If the matter is of sufficient urgency, the meeting may be scheduled prior to the next otherwise planned Interim Meeting.

Through this MOU, the Union and the Company agree that represented part-time employees are eligible and should be considered to serve on district/local safety committees. Established district/local safety committees may be comprised of solely represented part-time employees through mutual agreement between Management and the Union. However, in all cases, interested full-time employees shall be given priority to participate on district/local safety committees before part-time employees. The selection process and responsibilities are defined under Section 2.5 (D) (2) of the CBA.

It is further agreed that any existing Shop Committee agreement(s) that prohibit part-time employees from participating shall no longer be in effect and be immediately revoked.

The Union and the Company agree that the terms of this MOU are limited to the facts herein. All patties further agree that nothing in this MOU modifies the parties' CBA.

David Cameron
Dated: 3/10/20 Labor Relations Manager, For the Company

Eric Hofmann
Dated: 3/9/20 Chair, Joint Steering Committee

VENTURA COMPRESSOR STATION ON-CALL LETTER OF AGREEMENT

This Letter of Agreement is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, Local 483 (the "Union").

Upon execution of this agreement, Ventura Compressor Station will implement on-call duties for the Instrument Specialist and Station Maintenance Specialist classifications reporting to the Ventura Compressor Station facility. On-call premiums and requirements shall be in accordance with Section 4.3 (E) of the parties' Collective Bargaining Agreement and any current or future applicable local Shop Committee agreements.

Additionally, the Company and Union mutually agree that;

- Ventura Compressor Station will assign on-call responsibilities to all current employees within the Instrument Specialist and Station Maintenance Specialist classifications on a rotating basis.

- Employees bidding to the Ventura Compressor Station will be placed on the on-call schedule.

- Either party, the Company or the Union, may revoke this agreement. Revocation must be submitted in writing by the Union or the Company, providing a minimum of 30 days' notice to the other party. Revocation by the Union to the Company must be sent via email to the Labor Relations Manager. Revocation by the Company to the Union must be sent via email to the President of Local 483.

All parties agree that the terms of this Letter of Agreement are limited to the facts herein and neither party shall refer to this Letter Agreement as precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Letter Agreement modifies, in any way, any provisions of the parties' CBA or management's rights.

David Cameron
Dated: 5/18/2020 For the Company, Labor Relations Manager

Robin Downs
Dated: 5/18/2020 For the Union, President of Local 483

CUSTOMER CONTACT CENTER PART-TIME CSR TO FULL TIME CSR PROGRESSION LETTER OF AGREEMENT

This Letter of Agreement is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW (collectively the "Union"). Through mutual agreement, the Company and Union agree to the conditions and terms set forth in this Letter of Agreement.

To recognize the experience and value of part-time Customer Service Representative (CSR) employees within the Company's Customer Contact Center (CCC), the Union and Company agree to include part-time CSRs in the CCC job progression as defined in Appendix B of the parties' Collective Bargaining Agreement (CBA). This inclusion is for the sole purpose of bidding to full-time CSR vacancies that are posted under Section 5.10 of the CBA. The list of priority for filling vacant positions is defined in Section 5.10 (B) of the CBA. Part-time CSRs, through this Letter of Agreement, will have priority within the CCC job progression as defined in Section 5.10 (B) 2b of the CBA. The sole intent of this Letter of Agreement is to provide an accelerated path for part-time CSRs to secure a full-time CSR position and does not afford part-time employees with any additional rights not currently provided under the CBA. Part-time CSRs must become a full-time CSR before being considered for a Lead CSR position.

Upon the signing of this agreement, for the purposes of bidding, the job progression for the CCC will be as follows (bold font shows change);

Lead Customer Service Representative-6
Customer Service Representative-Bilingual-4
Customer Service Representative-4
Part-time Customer Service Representative-Bilingual-4
Part-time Customer Service Representative-4

Part-time Customer Service Representative-2
Office Clerk-3 (CCC) (NOTE 12)
MSAI Office Representative Customer Service Representative-2

*(NOTE 12) Office Clerk-3 (CCC), Ld Customer Correspondence Clk-5, Customer Correspondence Clerk-3, Admin Clk-3s in Commercial & Industrial job progressions will have progression bid rights to all jobs in Administrative Support Job progressions.

This Letter of Agreement shall remain in effect for a minimum duration of one year from the date of signing and shall continue to be in effect beyond the one-year period unless the Company or Union elect to revoke. Revocation must be submitted in writing by the Union or the Company, providing a minimum of 30 days' notice to the other party. Revocation by the Union to the Company must be sent via email to the Labor Relations Manager. Revocation by the Company to the Union must be sent via email to the Chair of the Joint Steering Committee.

All parties agree that the terms of this Letter of Agreement are limited to the facts herein and neither party shall refer to this Letter of Agreement as precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Letter Agreement modifies, in any way, any provisions of the parties' CBA or management's rights.

David Cameron	Eric Hofmann
Labor Relations Manager, SoCalGas	Chair, Joint Steering Committee
06/22/2020	06/22/2020

ENERGY TECHNICIAN DISTRIBUTION POSTED JOB VACANCIES LETTER OF AGREEMENT

This Letter of Agreement is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO and International Chemical Workers Union Council, UFCW (collectively the "Union").

Currently, some districts are having trouble filling vacant job postings with qualified candidates for Energy Technician Distribution (ETD). The current process for filling vacant positions is defined in Section 5.10 of the Collective Bargaining Agreement (CBA). This process will continue to be utilized as the primary method and the terms of this agreement do not modify Section 5.10 or any other provision currently in the CBA.

However, as a potential solution, when posted ETD positions are unable to be filled with qualified, unrestricted bidders under Section 5.10 of the CBA, the parties agree to take the following additional steps, in order of priority, to attempt to fill internally before opening to external candidates;

1. Accept bids from existing ETDs that are not rated Less Than Satisfactory Overall but do have a bid restriction. If accepted, a new bid restriction will be in effect as defined in the CBA.

2. Construction Technicians (CT) with greater than 6 months of experience in the position may submit a bid. They must have passed their probationary period, if any, and not be rated Less Than Satisfactory Overall for their bid to be considered. The minimum of 1 year of satisfactory experience as a CT or equivalent experience requirement to become ETD will be waived only for CTs under the terms of this Letter of Agreement. If accepted, a new bid restriction will be in effect as defined in the CBA.
3. Accept Letters of Interest from employees that have held the job of ETD for one year or more in the last five years and whose performance is not rated Less Than Satisfactory but do have a bid restriction. If accepted, a new bid restriction will be in effect as defined in the CBA.
4. When no qualified candidates have expressed interest via Ebid or Letter of Interest and/or no qualified candidates have been accepted for the job posting, positions may be filled externally.

This Letter of Agreement shall remain in effect for one year from the date of signing and the parties agree to discuss this agreement at or near the one-year mark from the date of signing.

All parties agree that the terms of this Letter of Agreement are limited to the facts herein and neither party shall refer to this Letter of Agreement as precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Letter Agreement modifies, in any way, any provisions of the parties' CBA or management's rights.

David Cameron	Eric Hofmann
Labor Relations Manager, SoCalGas	Chair, Joint Steering Committee
06/23/2020	06/15/2020

BLYTHE STATION WORKFORCE RETENTION STIPEND LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, Local 483 (the "Union").

Effective with the signing of this Agreement a new 4 year bid restriction will be established for employees entering Into or transferring to the classifications identified below. This new bid restriction and stipend applies only to positions filled at the Blythe Compressor Station location.

- Sr. Station Maintenance Specialist
- Sr. Station Operations Specialist
- Sr. Instrument Specialist
- Station Maintenance Specialist
- Instrument Specialist
- Station Operations Specialist
- Station Technician

In return, employees accepting bids at the Blythe Compressor Station for Transmission will receive a $200 stipend, minus all applicable Federal, State or Local tax withholdings, per pay period.

In addition, employees within the classifications identified below that currently report to the Blythe Compressor Station location will have the ability to opt-in for the stipend. However, they will be required to commit to the new 4 year bid restriction. Employees choosing to opt-in must submit their request, in writing, to their supervisor. Employees electing to opt-in prior to January 1, 2021 will begin receiving the stipend within the first two pay periods of 2021. Their 4 year bid restriction will begin on January 1, 2021. Employees that submit their request to opt-in after January 1, 2021 will receive their stipend within two pay periods of submitting their request. Their 4 year bid restriction dates will be based on when they submit the request.

- Station Maintenance Specialist
- Instrument Specialist
- Station Operations Specialist
- Station Technician

Additional terms and conditions;

- Eligible employees must be in an active status, a minimum of 1 working day, in each pay period to receive the stipend.
- The exception to this new bid restriction would be promotional opportunities within the same job progression at the same work location or for promotional opportunities at the same location.
- Employees under this Agreement will no longer receive the stipend once their 4 year bid restriction ends or is no longer In effect or their employment status with SoCalGas changes.
- This Agreement will expire in 6 years of its effective sign off date. However, this Agreement may be extended through mutual agreement of both parties.

All parties agree that the terms of this Agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights.

David Cameron
Dated: 9/29/20 For the Company, Labor Relations Manager

Robin Downs
Dated: 9/28/20 For the Union, President of Local 483

TRANSMISSION AND STORAGE 12 HOUR SHIFT LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, Local 483 (the "Union"). This Agreement shall supersede and fully replace the 12 Hour Shift Schedule agreement dated August 4, 1988, the 12 Hour Shift Schedule addendum dated June 19, 1989 and the Meal Periods for Transmission and Storage Employees Who Work Twelve (12) Hour Shifts Letter Agreement dated December 17, 2012.

1. INTRODUCTION
   Pursuant to this Agreement the Company may offer 12-hour work shifts for employees when the following conditions are met:
   1.1. The work group has 24-hour coverage responsibilities and;
   1.2. The Company' s basic operating needs are being met.

2. LOCAL ISSUES
   Due to the varying effects working an extended day may have on operations, many of the issues essential to the success of the 12-hour shift, including work schedules, will be decided on a local basis within the parameters of this Agreement and the parties Collective Bargaining Agreement (CBA).

3. ELIGIBILITY
   Employees who are not willing to abide by the terms of this Agreement will not be eligible for Transmission and Storage jobs that are assigned 12-hour work shifts.

4. WORK SCHEDULES
   Under this Agreement, 12 hours shall constitute a regular schedule, and 40 hours shall constitute a regular week's work. Except in special situations, the regular bi-weekly work schedule shall consist of three scheduled workdays (36 hours) in one week and four scheduled workdays (48 hours) in the second week. The actual start-time and end times will be decided on a local basis.

5. OVERTIME PAY
   5.1. Overtime and other premiums paid under these provisions shall in no manner be duplicated or pyramided for the same hours worked.
   5.2. Employees who work a 12-hour shift on a relief or temporary basis are paid overtime in accordance with this section.
   5.3. Under some conditions, an employee may be required to remain on duty continuously beyond the employee's regular scheduled workday. In such instances, an employee will be paid overtime pay at time-and-one-half the employee's regular straight time rate for the first two (2) hours of extended day overtime. If an employee is required to remain on duty beyond the first two (2) hours of overtime, then such additional hours of work shall be paid at double-time the regular straight time rate of the employee.
   5.4. Except as noted above, all hours worked in excess of 40 hours in a workweek shall be paid at time-and-one-half the regular straight time rate.

6. ENTITLEMENTS
   6.1. All vacation allowances under the 8-hour schedule will be converted to the 12-hour Schedule on an hour-for-hour basis.
   6.2. All sickness allowances under the 8-hour schedule will be converted to the 12-hour Schedule on an hour-for-hour basis.
   6.3. All Bereavement/Emergency Illness time allowed under the 8-hour schedule will be converted to the 12- hour Schedule on an hour-for-hour basis.

7. ON-CALL
   A relief procedure will be used for staffing unscheduled vacancies because a full double shift ("hold-over") cannot be worked, except in emergency situations.

7.1. Relief Procedure

7.1.1. The relief procedure will place enough employees "On-Call" at the time of a shift change so that all positions on the shift are backed up by an employee "On-Call." All employees are available for "On-Call."

7.1.2. The “On-Call” period will be one-hour. The pay for "On-Call" will be $23.00 per period served.

7.1.3. The "On-Call" period can be placed anywhere within a two-hour window which extends from one hour prior to the starting time for a shift and ends one hour after the starting time for a shift. The placement of the one hour "On-Call" period within the two-hour window will be determined by local agreement.

7.2. Stand-by

7.2.1. When a supervisor needs time to decide on workforce requirements, the supervisor may place the "On-Call". employee on stand-by status. Stand-by status should last for no more than 2 hours from the time of the phone call. Pay for stand-by should be at the rate of time and one half. Contact for stand-by status shall be made during the "On-Call" period only. Stand-by time is not to be counted towards double-time pay.

8. MODIFICATION OF SCHEDULES

8.1. If, with less than 24 hours of notice, an employee is called out to work prior to the employee's regularly scheduled shift, and the new starting time is two hours or less before the employee's regular starting time, then overtime shall be paid at the rate of time-and-one-half the employee's regular straight time pay for such hours.

8.2. If, with less than 24 hours of notice, an employee is called out to work prior to the employee's regularly scheduled shift, and the new starting time is more than two hours before the employee's regular starting time, then overtime shall be paid at the rate of time-and-one-half for time worked on the entire shift.

9. REST PERIOD

9.1. The employee will be paid at double time if the time not worked (release time) between the two shifts does not total nine hours. If the employee has been called out on short notice, travel time is not included in the nine hours.

9.2. The provisions of this Agreement for providing an employee a meal allowance apply. An employee must work fourteen hours and thirty minutes consecutively or more to be eligible for the meal allowance.

10. MEAL PERIOD

10.1. For reasons of operating necessity, Gas Transmission and Storage employees who work 12-hour shifts are required to take their meal periods at their work site so that they can continuously monitor operating gauges and alarms. Such "on-duty" meal periods shall be paid by the Company. Exceptions to the "on-duty" meal period requirement may be made at management's discretion (i.e., operations permitting, employees may be allowed to leave the work site, with the meal period still being paid by the Company).

10.2. Although meal periods are "on-duty," employees are expected to fit a 30-minute meal period into each 12-hour workday. The meal period times are flexible to allow for scheduling around an employee's work requirements and/or in coordination with relief personnel. If an employee's meal period is interrupted by an operating event requiring immediate attention (more than monitoring gauges, alarms or the like), the employee is expected to restart and complete a 30-minute meal period after the operating event is handled and operations permit.

If an employee is required to work and is not provided the opportunity to take a 30-minute, "on-duty" meal period any time during the 12-hour shift (or a second meal period if the employee works more than 12 hours), the Company will pay a meal period penalty (one hour of regular straight time pay), with a maximum of one penalty per day. Employees on 12-hour shifts will not be expected to take their meal period in the first four hours of their shift.

10.3. The second meal period is deemed to be waived by all employees on 12-hour shifts unless an employee was unable to take their first meal period or works more than 12 hours. Employees who work more than 12 hours will be provided a second, "on-duty" meal period, paid for by the Company. If an employee was unable to take their first meal period, or works more than 12 hours, the second meal period cannot be waived.

10.4. Employees who regularly work an 8-1/2- or 10-1/2-hour shift and are covering a 12-hour shift shall be paid overtime for the additional hours worked beyond their normal 8 or 10-hour workday. While such employees are covering a 12-hour shift, meal periods will be handled in the same manner set forth above for 12-hour shifts.

11. HOLIDAY PAY

11.1. To maintain an equivalent number of holiday hours under the 12-hour shift (104 hours), the number of holidays will be reduced from 11 to 9. The employees will be allowed 8, 12-hour holidays plus 8 hours of holiday pay for New Years' Day. Four hours of vacation pay will automatically be applied to the New Years' Day holiday to provide the employee with a total of 12 hours of pay. The holidays are:

- New Years' Day (8-hours holiday+ 4 hours of vacation pay)
- M. L. King Jr. Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas

11.2. If a holiday occurs on the fourth or last day of the week that four days are scheduled to be worked, the employee shall receive an additional day of paid vacation allowance (12 hours) unless it is New Years' Day, in which case the employee will receive an additional 8 hours of vacation time.

11.3. Employee has the following option who works the scheduled shift on a Company observed holiday:

- Option 1: Overtime Pay and Holiday Pay
- Option 2: Straight time Pay and a Holiday Credit
- Exception: If a holiday falls on the fourth day of an employee's 4-day work week schedule, the employee does not have the above option but will have 12 hours of holiday credit added to their holiday entitlement.

12. JURY DUTY

12.1. While serving on Jury Duty an employee shall be assigned to a Monday through Friday day shift consisting of five 8-hour days.

12.2. Time off with pay jury service is in accordance with CBA.

13. TRANSFERS IN/OUT
    Employees will be allowed to transfer to or from 12-hour schedule assignments on any Saturday date in accordance with section 3.6 Seniority in Shift/ Schedule Assignments of the CBA. Saturday is defined as the first day of the workweek. Special handling will ensure that employees will earn 40 hours of pay for the week.

14. POLICIES AND BENEFITS
    All existing Company policies remain applicable and benefits remain the same as outlined in the CBA and all Benefits Appendices

15. AMENDMENT(S) TO THIS AGREEMENT
    The parties agree to meet, within a reasonable period, to discuss any proposed amendment(s) covered by or to this Agreement.

All parties agree that the terms of this Agreement are limited to the facts herein and neither party shall refer to this Agreement as precedent for any position it may wish to assert in the future related to disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights.

David Cameron
Dated: 10/1/2020 For the Company, Labor Relations Manager

Robin Downs
Dated: 9/25/2020 For the Union, President of Local 483

BRANCH OFFICES JOB PROGRESSION LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). Through mutual agreement, the Company and Union agree to the conditions and terms outlined in this Agreement.

To recognize the experience and value of part-time Cashier employees within the Company's Branch Offices, the Union and Company agree to include part-time Cashiers in the Branch Offices job progression as defined in Appendix B of the parties' Collective Bargaining Agreement (CBA). This inclusion is for the sole purpose of bidding to full-time vacancies within the Branch Offices job progression that are posted under Section 5.10 of the CBA. The list of priority for filling vacant positions is defined in Section 5.10 (B) of the CBA. Part-time Cashiers, through this Agreement, will have priority within the Branch Offices job progression, as defined in Section 5.10 (B) 2b of the CBA. The sole intent of this Agreement is to provide an accelerated path for part-time Cashiers to secure a full-time position within the job progression and does not afford part-time employees with any additional rights not currently offered under the CBA. Part-time Cashiers must become a full-time CCR or full-time Customer Service Representative-4 (consistent with the Lead Branch Office Representative-6 job profile) before being considered for a Lead CCR position.

Upon the signing of this Agreement, for the purpose of bidding only, the job progression for the Branch Offices will be as follows (bold font shows change):

Lead Branch Office Representative-6 (NOTE 11)
Customer Contact Rep-Bilingual-4 (NOTE 11)
Customer Contact Representative-4 (NOTE 11)
Administrative Clerk-4
Cashier-Bilingual-1
Cashier-1
Part-time Cashier-Bilingual-1 (NOTE 14)
Part-time Cashier-1 (NOTE 14)

*(NOTE 11) For purposes of layoffs in Payment Offices, Lead Branch Office Representatives and Customer Contact Representatives may bump into the Customer Contact Center Progression.

*(NOTE 14) For the purposes of bidding, Part-time Cashier-Bilingual-1 and Part-time Cashier-1 will have equal bidding priority within the progression.

This Agreement shall remain in effect for a minimum duration of one year from the date of signing and shall continue to be in effect beyond the one-year period unless the Company or Union elects to revoke. The revocation must be submitted in writing by the Union or the Company, providing a minimum of 30 days' notice to the other party. Revocation by the Union to the Company must be sent via email to the Labor Relations Manager. Revocation by the Company to the Union must be sent via email to the Chair of the Joint Steering Committee.

All parties agree that the terms of this Agreement are limited to the facts herein. Neither party shall refer to this Agreement as precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights.

David Cameron	Eric Hofmann
Labor Relations Manager, SoCalGas	Chair, Joint Steering Committee
10/13/2020	10/13/2020

CUSTOMER CONTACT CENTER PART-TIME CSR TO FULL TIME CSR PROGRESSION LETTER OF AGREEMENT ADDENDUM

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). Through mutual agreement, the Company and Union agree to the conditions and terms outlined in this Agreement.

This Agreement serves as an Addendum to the Customer Contact Center Part-Time CSR to Full-Time CSR Progression Letter of Agreement agreed to by the parties on June 22, 2020. All terms and conditions of the Customer Contact Center Part-Time CSR to Full-Time CSR Progression Letter of Agreement dated June 22, 2020, shall remain in effect and unchanged except for NOTE 15 below. Upon the signing of this agreement, for the purposes of bidding, the job progression for the CCC will be as follows (bold font shows change):

Lead Customer Service Representative-6
Customer Service Representative-Bilingual-4
Customer Service Representative-4
Part-time Customer Service Representative-Bilingual-4 (NOTE 15)
Part-time Customer Service Representative-4 (NOTE 15)
Part-time Customer Service Representative-2 Office Clerk-3 (CCC) (NOTE 12)
MSAI Office Representative Customer Service Representative-2

*(NOTE 12) Office Clerk-3 (CCC), Ld Customer Correspondence Clk-5, Customer Correspondence Clerk-3, Admin Clk-3s in Commercial & Industrial job progressions will have progression bid rights to all jobs in Administrative Support Job progressions.

*(NOTE 15) For bidding purposes, Part-time Customer Service Representative-Bilingual-4 and Part-time Customer Service Representative-4 will have equal bidding priority within the progression.

All parties agree that the terms of this Agreement are limited to the facts herein. Neither party shall refer to this Agreement as a precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' Collective Bargaining Agreement or management's rights.

David Cameron	Eric Hofmann
Labor Relations Manager, SoCalGas	Chair, Joint Steering Committee
11/16/2020	11/16/2020

LETTER OF AGREEMENT
DISTRIBUTION RATIO AND IMPROVEMENTS

This Letter of Agreement (“Agreement”) is a non-precedent setting agreement between the Southern California Gas Company (“Company”) and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the “Union”). In the parties' mutual interest to resolve the issues and disputes regarding Grievance # 13-G-JNT-7118-0057 and other similar cases involving Distribution contracting, the Company and Union have agreed to resolve these matters as described below.

1. DISTRIBUTION WORKFORCE:
    a. Phase One Workforce Additions
        i. The Company will create new capital construction crews to increase the amount of capital construction it performs. The Company will also add employees to traditional crews and other non-capital crew positions to meet the 60/40 ratio per Section 3 of this Agreement.
        ii. The Company will hire 200 employees within Distribution in the Construction Technician, Energy Technician Distribution, Lead Construction Technician, Field Planning Associate, or new classifications identified in this Agreement over the next three calendar years (2021, 2022, and 2023). The Company may post these incremental positions externally to allow for rapid incremental hiring at the Company’s discretion. Currently, Distribution has 884 total employees in these positions. The total headcount of employees under this section will show an incremental increase by 200 by the end of 2023. The Company is under no obligation to maintain this level beyond 2023, so long as the 60/40 ratio is within compliance.

iii. All employees hired externally will have a two-year (24 month) commitment in the classification in which they are hired and may not bid to another position or location within or outside Distribution during this initial period. Employees hired externally may be assigned by the Company to an area hub or an individual base location.

iv. The Company will create new Distribution classifications, which will be counted for purposes of the 60/40 ratio. The Company retains the right to determine the business need to staff Distribution classifications, including these new classifications.

- Leak Survey Technician (LST): The LST classification will be leveled as a Pay Grade 3. The primary job duties and job requirements are outlined in Attachment A to this Agreement. The LST will qualify for uniforms and the footwear allowance as defined in Section 4.5 of the Collective Bargaining Agreement (CBA). The LST will be a fenced-in classification as defined in Section 2.1 of the CBA and will be afforded all other applicable benefits and CBA provisions.
- Lead Construction Technician II (LCT II): The LCT II classification will be leveled as a Pay Grade 8. To qualify for future LCT II postings, candidates must have satisfactory experience as a Lead Construction Technician and must successfully pass both arc welding and large pressure control (Phase I & II) training. ARC and large pressure control (Phase I & II) qualifications must be maintained for this classification. A new LCT II job profile will be created to reflect these requirements. The LCT II will qualify for coveralls and the footwear allowance as defined in Section 4.5 of the CBA. The LCT II will be a fenced-in classification as defined in Section 2.1 of the CBA and will be afforded all other applicable benefits and CBA provisions.

b. Phase Two Workforce Additions

i. The Company has been and will continue to add incremental hires above and beyond those listed in section 1.a. ii. above to Distribution, who may perform either capital or regular operations and maintenance activities.

ii. The parties agree to meet monthly beginning the effective date of this Agreement to discuss additional hires in Distribution needed to meet or exceed the requirement that Contractors perform no more than 40% of Distribution work. Meetings will continue until 60/40 compliance is met or mutually decided the meeting is no longer needed.

iii. The Company shall, either through hiring and/or reduced contractor use in Distribution, meet the Distribution ratio by December 31, 2024. As part of meeting this process, the Company shall provide the Union with timely and complete source documents and information that comprise the Company's calculation of the ratio and the semi-annual report of Distribution Contract Employment.

2. JOINT UNION COMPANY TRAINING FOR DISTRIBUTION EMPLOYEES:

a. UWUA Power 4 America Training Trust Fund (P4A) / Utility Workers Military Assistance Program (UMAP)

The Company and Union believe that creating new entry-level opportunities for future employees who may lack the necessary skills to secure a Company position supports our community involvement, veteran outreach, and diversity initiatives. The parties agree to, on a pilot basis, create the joint training program following the execution of this Agreement in a more detailed Training Letter Agreement that the parties will execute by no later than May 1, 2021, that complies with section 302(c) of the Labor-Management Relations Act (LMRA) 29 U.S.C. §186(c) and contains the following principal elements:

i. Eligible Trainee: Non-employees who meet the eligibility criteria for employment with the Company, including, but not limited to, the successful completion of a background check and drug and alcohol testing, may be eligible Trainees. Trainees are not employees of the Company during the training program period. The Company will have access to any Trainee applicant's documents, such as resume or application materials.
ii. Curriculum: The Company has the right to set the curriculum requirements necessary for success as a Company employee. The Company has the right to audit compliance.
iii. Offer Upon Successful Completion: The pilot will run from 2021 through the end of 2022. During the pilot, up to 40 Trainees from the Union's UMAP/P4A training program who successfully pass the training program and continue to meet the Company's eligibility requirements will be given an offer of employment contingent upon verification of all pre-employment conditions. The parties will agree to the number of Trainees given future job offers in the more detailed Training Letter Agreement. The Company will have access to trainees' training records.
iv. The Company agrees to enter an acceptable trust agreement that complies with section 302(c) of the Labor-Management Relations Act (LMRA) 29 U.S.C. §186(c) related to the Power for America/UMAP programs.
v. Funding by Company: The Company agrees to fund the Trust for use by SoCalGas at $200,000 in 2021 and an additional $200,000 in 2022, plus a no-cost lease to use space at the Company's Bakersfield training facility.
vi. The parties agree to meet before December 31, 2021, to discuss performance metrics of UMAP/P4A and potential program extension beyond the term of the pilot.

3. DISTRIBUTION RATIO and REPORTING:
   a. The Company will meet the Distribution contracting ratio identified in Section D (3) of the Letter of Intent - Classes of Employment on page 187**-188** of the Collective Bargaining Agreement (hereafter "60/40 ratio") as soon as reasonably practicable, but in no case later than the reporting period ending December 31, 2024.
   b. The Union agrees not to file a grievance or pursue further legal action against the Company for non-compliance with the 60/40 ratio so long as the Company continues to adhere to the terms of this Agreement, including its compliance with the ratio by December 31, 2024.
   c. The calculation of the 60/40 ratio is as follows:
      i. The Company headcount will be calculated by taking the total number of employees in the Leak Survey Technician, Construction Technician, Energy Technician Distribution, Lead Construction Technician I & II, and Field Planning Associate classifications, as of the last day of every month, and average it out over a six-month period. Additionally, new classifications performing Distribution work may be included, once created, to calculate the Company headcount.
      ii. Contractor hours for Distribution-related work performed by the classifications in section 3.c.i. of this Agreement will be converted into a full-time equivalency (FTE) each month. The FTE is calculated by taking the contractor hours divided by the working hours (workdays multiplied by 8). The monthly FTE will be averaged out over a six-month period.
      iii. The six-month averages for the Company headcount and Contractor FTE will be used to establish the Company/Contractor ratio for each reporting period.

d. The Company will continue to provide a semi-annual report of Distribution Contract employment showing the ratio of Company/Contract employees and additionally will, on a go-forward basis, include the total amount of hours worked by each contractor for the reporting period.

4. SETTLEMENT OF GRIEVANCES:
   a. This Agreement fully resolves and settles the AL Riser Contracting Out – Case No. 13-G-JNT-7118-0057.
   b. The Union agrees to withdraw with prejudice the cases identified in Attachment B of this Agreement to the extent they allege the Company did not comply with the 60/40 ratio.
   c. The Union or the Company may return to the Arbitrator to resolve any disputes under this Agreement. However, the parties agree to meet and discuss meaningful ways of resolving or settling disputes that may arise before returning to the Arbitrator.
   d. The parties agree that neither will return to the Arbitrator to resolve issues in Case No. 13-G-JNT-7118-0057 and related cases beyond those resolved by the Arbitrator in the Interim Decision issued in March 2020 as long as the other party is complying with this Agreement. In the event, either party is not complying with this Agreement, both sides mutually agree to meet and discuss meaningful ways of resolving or settling disputes that may arise before returning to the Arbitrator.

5. OTHER TERM AND CONDITIONS:
   a. This Agreement may be modified by mutual agreement of the parties.
   b. The Union will notify the National Labor Relations Board, Region 21, that the parties resolved 21-CA-113244 and withdraw the case.
   c. The Company will zero the existing balances, through March 31, 2021, of all unpaid accounts payable balances from the Union locals related to the “Union Pay (UP) Code.”
   d. On a one-time basis, based on seniority, the Company will create a process to enable employees in the CT, ETD, LCT, and FPA classifications the opportunity to trade work locations with other employees in the same classification, where there is a mutual interest or vacancy. Employees who move locations under this term will be subject to regular bid restrictions as defined in Section 5.10 of the CBA.
   e. The current Lead Construction Technician classification will be changed to the title of Lead Construction Technician I.
   f. Existing Lead Construction Technicians trained and qualified to perform arc welding or large pressure control (Phase I and II) will receive a $1 per hour premium (ARC Welding/Large PC Premium) for all hours worked. The ARC Welding/Large PC Premium will be effective within sixty (60) days of the signing of this Agreement and will be on a go-forward basis, with no back-pay. The ARC Welding/Large PC Premium as defined in this Agreement is not eligible as “Base Earnings” and “Earnings” as defined in the Southern California Gas Company Retirement Savings Plan, and “Monthly Earnings” as defined in the Southern California Gas Company Pension Plan including “Earnings” as defined in the Southern California Gas Company Cash Balance Program.
   g. Existing Lead Construction Technicians who are currently qualified in both arc welding and large pressure control (Phase I & II) will be offered the opportunity to move into the LCT II classification at their existing location. Positions under this term will be offered to eligible employees within sixty (60) days of this Agreement's signing. Eligible employees who accept will receive the appropriate step with the level 8 pay grade on a go-forward basis, with no back-pay.

h. The typical job progression for Region Operations—Construction as defined in Appendix B of the CBA to be updated as reflected in Attachment C of this Agreement.
i. The parties further agree to mutually work together to resolve disputes related to this Agreement and expeditiously complete outstanding commitments in this Agreement, such as developing the joint training program discussed herein.

All parties agree that the terms of this Agreement are limited to the facts herein. Neither party shall refer to this Agreement as a precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights other than as specifically addressed in this Agreement.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
3/16/2021

Eric Hofmann
Chair, Joint Steering Committee
3/16/2021

Pay Analysis of Comprehension Knowledge and Skills (PACKS) Side Letter Agreement

The Company and Union agree to the following terms which shall be effective January 1, 2022:

Employees with five or more years of service as an Energy Technician Residential will receive a premium of $1.50 per hour.

The parties agree that the following classifications will be evaluated under the new terms of the PACKS process as defined in Section 3.9 of the Collective Bargaining Agreement.

Commercial Services Technician
Senior Leakage Control Clerk*
Work Order Control Clerk*
Senior Work Order Control Clerk*
Transmission Pipeline Specialist
System Protection Specialist

In addition, the following classifications will be raised one pay grade level:

Energy Technician Distribution
Lead Electronics Equipment Technician
Lead Machinist
Lead Meter and Regulator Technician
Lead Repair Shop Mechanic
Station Operations Specialist

***Indicates newly created classification as part of an existing proposal**

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

2021 FALSIFICATION AGREEMENT

This Letter of Agreement ("Agreement") is between the Southern California Gas Company (“Company”) and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). The Company and Union agree to the terms and conditions outlined in this Agreement.

No issue is of greater importance to SoCalGas than the safety, quality, and assurance of our work to the public, employees, and contractors. Our safety culture and values demand that we conduct our business in such a way as to maximize our adherence to the best safety and quality practices of our industry.

This Agreement pertains to the intentional falsification of Company records and reports and wholly supersedes the terms of the "1978 Falsification Agreement" agreed to by the Company and Union that went into effect on April 1, 1978.

Effective with the signing of this Agreement, intentional falsification of Company records or reports related to the safety of the Company's pipeline and/or associated components (e.g., meters, meter set assembly, regulator stations, main, service, riser, cathodic protection systems, storage facilities, etc.) shall be cause for immediate discharge. Additionally, intentional falsification of Company records or reports that seriously risk the safety of the Company's customers, public, Company employees (including themselves), and/or Company contractors shall be cause for immediate discharge.

However, employees found to have falsified Company records or reports that do not involve the abovementioned reasons will be evaluated for discipline consistent with other misconduct violations under Section 6.3 B of the Collective Bargaining Agreement (CBA). In these cases, discipline, if any, will be determined by the Company and in accordance with the terms of Article VI of the CBA.

All parties agree that this Agreement is limited to the terms and conditions herein. Neither party shall refer to this Agreement as a precedent in any non-falsification dispute between the parties.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER AGREEMENT

Re: Paid Union Leave

Employees who are absent from work at the Union's request, under the provisions of Article 2, Section 2 (B) for short, intermittent periods of time of (10) ten days or less, shall be paid by the Company at their regular classification straight time rate for up to eight hours per day. Such payment shall be advanced as "Union wages," but will be considered as "Company wages paid" for the purpose of computing an employee's base earnings for employee benefits. However, during such time, each employee will be considered as employees of the Union for all employment purposes set forth in the Worker's Compensation and Insurance chapters of the California Labor Code.

In return, the Union agrees to provide the Company with 24 hours (one business day) of written notice for the release of such employees in all but emergency circumstances. The clearance for the leave under this Agreement must be authorized by the Local Union President. The Union further agrees that in cases of routine regularly scheduled meetings, the Union will provide written request as far in advance of the meeting as practicable. **The following pay codes with exception to R9 are not considered as hours worked for Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).**

Pay Code	Description	Examples of Usage
R7	Union business with pay (Company Pays)	2nd Step Grievance Hearing, Arbitration
R9	Union business with pay (Company Pays)	Grievance Investigation, Investigatory Interviews, Safety Committee, Shop Committee, Safety Congress, Safety Leadership Team Meeting, JSC Meetings
B1	Union business without pay	Campaigning for office
UP	Union business with pay (Union reimburses Company)	Base visit, union administrative work, union meeting

The Union will reimburse the Company for any such wages advanced to employees pursuant to this letter **using the UP Pay Code,** on a monthly basis, upon receipt of an itemized statement from the Company. **Failure to timely remit payments will result in suspension of the UP Pay Code for a local union more than 90 days past due. In the event of a dispute regarding an itemized UP Pay Code statement from the Company, the 90-day timeline will be suspended until the dispute is resolved between the parties.**

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER AGREEMENT
SAFETY MENTOR

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union").

The Safety Mentor Program is designed to utilize the experience of represented employees to mentor their peers in the area of safety and to enhance the safety culture within SoCalGas.

The Company and the Union agree to discuss the feasibility and implementation of a permanent Represented Safety Mentor Job Classification through ad-hoc bargaining following the ratification of this Collective Bargaining Agreement. Until a new agreement is reached, the existing letters of agreement governing the Safety Mentor Pilot Agreements dated between 1/13/17 and 2/16/18 remain in full force and effect.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

BONUS WAGES

A bonus in addition to base wages will be paid to active employees as outlined below. The calculation of the bonus will be based on a percentage of straight-time base wages calculated at the employee's base hourly rate, as of December 31 of the year prior to payment, times 2080 hours for full-time employees and times 1040 hours for part-time employees. Employees must be active both on January 1 of the year of payment and as of the date of the payment. Employees rated Less than Satisfactory at the time of payment will not be eligible for this bonus.

- **Represented employees who are active as of January 1, 2022, will receive a bonus equivalent to 1.00% of their straight-time annual salary paid by February 1, 2022.**
- **Represented employees who are active as of January 1, 2023, will receive a bonus equivalent to 1.00% of their straight-time annual salary paid by February 1, 2023.**
- **Represented employees who are active as of January 1, 2024, will receive a bonus equivalent to 1.00% of their straight-time annual salary paid by February 1, 2024.**

In addition, a 1% bonus will be paid to current active employees by December 31, 2021. The calculation of this bonus will be based on straight-time base wages calculated at the employee's base hourly rate as of the date of this Agreement times 2080 hours for full time employees and 1040 hours for part-time employees. Employees must be active as of October 1, 2021, and as of the date of the payment. Employees rated Less than Satisfactory will not be eligible for this bonus.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT – EAP

Should changes occur to the current EAP through December 31, 2022 for management employees, the same EAP changes made through December 31, 2022 will be offered to represented employees at the earliest convenience.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT
M&R Instrument Specialist

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). Effective with the signing of this agreement the parties agree to the following:

To handle the increase in work caused by expanding our remote control and monitoring capabilities of Distribution Regulator stations, the Company will create the position of Meter and Regulator Instrument Specialist (M&R IS).

Meter and Regulator Instrument Specialist Position:

1. Job Creation

- **a. The M&R IS will be leveled as a Pay Grade 8 and will be placed in the Meter and Regulator job progression. A new M&R IS job profile is attached as Attachment A.**
- **b. The M&R IS will qualify for coveralls and the footwear allowance as defined in Section 4.5 of the Collective Bargaining Agreement (CBA). The M&R IS will be a fenced-in classification as defined in Section 2.1 of the CBA and will be afforded all other applicable benefits and CBA provisions.**
- **c. Neither party shall request the M&R IS classification be submitted for pay evaluation for a minimum of five (5) years from the date the position is first filled.**

2. Initial and Future Job Fills

- **a. The Company will initially fill the M&R IS positions with qualified M&R Tech #I employees at the locations in which the M&R IS positions are created.**
- **b. Future posted M&R IS positions will be filled according 5.10 of the CBA.**

Lead Meter and Regulator Technician Position:

- **a. The Lead M&R Tech position will be re-leveled to a Pay Grade 9 (see Attachment B). To be eligible for Pay Grade 9, existing Lead M&R Tech employees will be required to attend and pass the new Instrument Specialist portion of the M&R IS training, when the training is available. Lead M&R Techs unsuccessful in passing the new training will remain at Pay Grade 8 and will be afforded one additional attempt at passing the training, when the training is available. Existing employees unsuccessful in their second attempt, or having no desire to move to Pay Grade 9, will be allowed to remain as Lead M&R Techs at Pay Grade 8 pay for as long as they remain in the position.**
- **b. All future filled Lead M&R Tech positions will be filled at Pay Grade 9.**
- **c. Neither party shall request the Lead M&R Tech classification be submitted for pay evaluation for a minimum of five (5) years from the date of this agreement.**

Physical Abilities Requirements:

a. **The Physical Abilities requirements for the Lead M&R Tech, M&R Tech #1 (see Attachment C), and M&R Tech #2 (see Attachment D) are modified from Level B to Level A. Existing Lead M&R Techs, M&R Tech #1s, and M&R Tech #2s will not be required to pass the Physical Abilities Level A to remain in their current classification. However, existing M&R employees who bid to another position within the progression will be required to meet the minimum requirements of the classification at that time, including the physical abilities testing.**

All parties agree that the terms of this Agreement are limited to the facts herein. Neither party shall refer to this Agreement as a precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights other than as specifically addressed in this Agreement.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT
Construction Technician - Apprentice

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union").

Effective with the signing of this Agreement, the Company will create the Construction Technician – Apprentice (CT-A) position. The CT-A position will serve as a pass-through apprenticeship to the Construction Technician (CT) classification. A new CT-A job profile is attached as Attachment A.

I. **Filling Positions**

i. **CT-A positions will be filled externally through community-based organizations designated by the Company, unless the Company determines to fill the position internally.**

ii. **Candidates securing a CT-A position will be required to complete the apprenticeship and advance to the CT classification. No employee will hold the CT-A position indefinitely. The employee must have demonstrated satisfactory performance in the CT-A position for a minimum of one year to advance. However, CT-As who have demonstrated the necessary skill set, and who agree, can be sent to CT training after nine (9) months as a CT-A. Upon completion of CT training, employees will be subject to the bidding provisions as outlined in the CBA.**

II. Bidding Restrictions and Training

i. **Employees who do not successfully pass and complete the initial CT-A training will be terminated from the Company.**
ii. **CT-As will not be eligible to bid while in the apprenticeship.**
iii. **Employees who do not pass CT training the first time will receive on-the-job training at the district and will be provided a second opportunity to complete CT training after a minimum waiting period of six (6) months, based on training availability. In all cases, employees who have failed CT training twice will be terminated from the Company.**
iv. **Employees working as a CT-A must progress to CT within twenty-four (24) months, or their employment will be terminated.**

III. Wages for the CT-A

i. **The pay grade for CT-A will be Grade 3. The Collective Bargaining Agreement (CBA) governs the pay grade starting rate and step advancement.**
ii. **Neither party shall request the CT-A classification be submitted for pay evaluation for a minimum of three (3) years from the date the position is first filled.**

IV. Other Terms

i. **The CT-A will be placed in the Construction job progression under Region Operations. The CT-A will qualify for coveralls and the footwear allowance as defined in Section 4.5 of the CBA. The CT-A will be a fenced-in classification as defined in Section 2.1 of the CBA and will be afforded all applicable benefits and CBA provisions.**
ii. **Employees in the CT-A position will be included in the Company's headcount to calculate the 60/40 ratio.**
iii. **CT-A positions will be filled at a district or as part of a Roving Construction Crew as outlined in the Roving Main Construction Crews Letter Agreement dated 5/21/2015.**

All parties agree that the terms of this Agreement are limited to the facts herein, and neither party shall refer to this Agreement as a precedent of any position it may wish to assert in future unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies the party's CBA.

***This Agreement is limited to 10 positions to be filled in 2024.**

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT
Master Work from Home

This Letter of Agreement ("Agreement") is between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). The Company and Union agree to the conditions and terms outlined in this Agreement.

I. INTRODUCTION

a) The Company will determine whether a department and/or classification may work at a Company work location, at home, or a combination of both.

b) There will be three work models: (i) Company/field location; (ii) remote; or (iii) blended. Throughout this agreement, "work from home" refers only to remote or blended work models. Unless the Company designates department or classification as remote or blended, the employees in the department or classification will perform all work at a company/field location. The remote model will consist of employees primarily working from home for the entirety of their assigned shift (unless instructed otherwise). The blended model will consist of a combination of remote workdays and days at a Company location. Generally, employees working a remote or blended model will be referred to as "work from home" employees throughout this Agreement.

c) At its sole discretion, the Company will determine which departments and classifications can be designated as a remote and/or blended work from home model; the total number of employees allowed to work from home; and the number of shifts/schedules designated as work from home shifts/schedules.

d) The Company may require employees working from home to temporarily or permanently return to their designated or alternative Company work location at its sole discretion.

e) Under this Agreement, work from home employees will receive a $25 monthly stipend to cover necessary expenses incurred from working remotely, such as a reasonable portion of home internet costs.

f) Eligible employees within the following departments and classifications may be allowed to work from home according to the terms and conditions of this Agreement. The Company reserves the right to add or delete work from home classifications listed in the table below. The Company and Union agree to meet and discuss adding additional departments not identified in the table below.

g) Work from home assignments are strictly voluntary.

Accounts Payable	**Senior Administrative Clerk-5** **Administrative Clerk-3**
Area Resource Scheduling Organization	**Lead Dispatch Specialist** **Dispatch Specialist** **Administrative Clerk-3**
Branch Offices	**Administrative Clerk-4**
CARE	**Lead CARE Control Clerk-6** **CARE Processing Clerk-Bilingual-4** **CARE Processing Clerk-4** **CARE Clerk-2** **Office Clerk-2**
Construction	**Field Planning Associate**

Customer Contact Center	**Lead Customer Service Representative-Bilingual-6** **Lead Customer Service Representative-6** **Customer Service Representative-Bilingual-4** **Customer Service Representative-4** **Part-time Customer Service Representative-Bilingual-4** **Part-time Customer Service Representative-4**
Customer Service Dispatch	**Lead Dispatch Specialist** **Dispatch Specialist** **Administrative Clerk-3**
ESAP	**Senior Administrative Clerk-5** **Administrative Clerk-Bilingual 3- Qualified Typist** **Admin Clerk-Bilingual- 3- Knowledge of Typing** **Administrative Clerk-3 - Qualified Typist** **Administrative Clerk-3 - Knowledge of Typing** **ESAP CAR – Office-Bilingual** **ESAP CAR – Office**
Headquarters Fleet Services/Facilities	**Administrative Clerk-3-Qualified Typist** **PBX Operator-2**
Mapping	**Mapping Associate** **Mapping Assistant** **Mapping Aide**
Mass Markets Billing Services	**Lead Customer Billing Analyst-6** **Special Accounts Representative-6** **Customer Billing Analyst-5** **Revenue Protection Clerk-5**
Mass Markets Credit Collection	**Lead Collection Representative-Bilingual-6** **Lead Collection Representative-6** **Collection Control Clerk-Bilingual-5** **Collection Control Clerk-5**
Measurement Data Operations	**Gas Measurement Analyst-5**
Meter Reading Operations	**Meter Reading Clerk-4**
Meter Set Assembly Inspection	**MSA Office Representative-Bilingual** **MSA Office Representative** **Office Clerk-2**
Planning	**Lead Planning Associate** **Planning Associate** **Pipeline Planning Associate** **Senior Administrative Clerk-5** **Administrative Clerk-3**
Remittance Processing	**Senior Administrative Clerk-5**
Sundry Billing	**Senior Administrative Clerk-5** **Administrative Clerk-3**
Work Order Control	**Senior Administrative Clerk-5** **Administrative Clerk-3**

II. INITIAL AND ONGOING ELIGIBILITY

To establish and maintain eligibility to work from home, employees must:

a) Have successfully completed all required training for their classification.
b) Have been in one of the classifications listed in Section I(f) of this Agreement for a minimum of 12 months.
c) Work from home employees that bid into other classifications listed in I(f) may be required to return to the office for a period of up to 12 months.
d) Live within a 100-mile radius of their regular Company work location and be able to report to their regular Company work location within a reasonable period approved by their supervisor.
e) Be rated Satisfactory or above, overall, in their most recent performance appraisal and be rated Satisfactory in attendance in the past 12 months. Must maintain Satisfactory or above during work from home assignment.
f) Not have a documented tardy pattern over the past 12 months.
g) Not have any disciplinary layoff(s) within 12 months for misconduct violation and six months for violations associated with performance.
h) Be in an active status for a minimum of sixty days immediately before the work from home opportunity begins. Employees that have been on a leave status during this period are eligible to volunteer. However, if a remote schedule is selected, employees may be required to work on-site for up to sixty days before working remotely.
i) Have an appropriate home office space with the ability to control noise, maintain customer confidentiality, and avoid disruption. The office space must have suitable and ergonomically appropriate office equipment (i.e., desk, chair, ample lighting, etc.). Employees will be required to declare, in writing, the specific area that will be used to work from home and provide photographs of the workspace and office equipment for management to determine eligibility. The Company will determine whether an employee meets this condition. Periodic audits of the home office ergonomic setup will be required. If a work from home employee is unable to provide such a work environment for any reason, they must contact their supervisor immediately.
j) Have home equipped with an existing internet modem and connection with a minimum of 100 Mbps. A work from home employee will be provided an additional $25 monthly stipend if they increase their Mbps to 200 or greater (must show verification of this to be eligible for the additional $25 monthly stipend and subject to periodic audit). Employees will be required to provide photographs of their wired modem/router/computer. The Company will determine whether an employee meets this condition.
k) The performance of the employee's home network and the at-home system must be reliable (must not exceed four network outages/disruptions per month that affect the employee's ability to effectively and efficiently perform their duties). Work from home employees must notify their supervisor immediately of any network outage/disruption. The Company may require the employee to work from their designated work site or alternative work location on days of network outage/disruption.
l) Be accessible daily by their supervisor by instant messaging, phone, and videoconference (i.e., Company devices) during their regular working hours.
m) Adhere to schedule, including rest and meal periods.

n) **Travel with their assigned Company equipment, such as a laptop, between their home and Company work location. Employees are expected to safeguard Company equipment while working on-site and at home.**
o) **Maintain/update their personal contact information in My Info.**
p) **Perform work effectively and efficiently.**
q) **Additionally, meet and maintain the following requirements specific to their department and/or classification:**

1) **Customer Contact Center**
   - **Lead Customer Service Representatives- Must utilize off-board codes appropriately and prioritize taking calls. Must handle and resolve all calls efficiently (i.e., not engaging in an excessive conversation unrelated to the call). Must complete Lead duties and all off-board work effectively and efficiently, including providing Customer Service Representative feedback.**
   - **Customer Service Representative-4- Must not exceed the After-Call Work and Hold Time average goal of 25 seconds combined; must consistently meet or exceed the CCC's Average Handle Time goal.**
   - **Unavailable time must not exceed 5% of the employee's workday.**

2) **Meter Set Assembly Inspection**
   - **Must consistently meet or exceed group Average Performance Rate.**
   - **Must maintain unavailable rate under 5%.**
   - **Must accurately track all off-board work in Off Board Log.**

3) **Customer Service Dispatch**
   - **Must have achieved and maintain Customer Service Dispatch Office Benchmark target times such as leak order dispatch times, transaction times, phone availability, etc.**
   - **Lead Dispatch Specialists and Dispatch Specialists- Must maintain Customer Service Dispatch Office on-time dispatching minimum benchmark for leak orders and other applicable transaction times.**

4) **Area Resource Scheduling Organization**
   - **Adhere to completing daily tasks assigned, including breaks and meal periods, and ensure phone availability.**
   - **Lead Dispatch Specialist and Dispatch Specialist- Must meet and maintain ARSO Dispatch Office daily duties (e.g., address due today orders by 9:00 AM, USA requests/updates, address work left behind, address rebuild and restore orders, appropriately address/complete emergency incident reports, etc.).**

5) **Mass Market Billing Services and Mass Markets Credit Collection**
   - **Must consistently meet or exceed the Average Transactions per Hour goal.**
   - **Must utilize off-board codes appropriately and prioritize taking calls.**

- **Must handle and resolve all calls efficiently (i.e., not engaging in an excessive conversation unrelated to the call).**
- **Leads must complete Lead duties and all off-board work effectively and efficiently, including providing feedback to other classifications within the progression.**

III. EQUIPMENT

The Company will provide work from home employees with the following equipment (subject to change based on technology enhancements or future wireless capabilities):

- **Monitor(s)**
- **Keyboard and Mouse**
- **Laptop/Computer/Mobile Computing Device**
- **Headset**
- **Required cables**
- **Stationery items, such as pens, paper, printer ink, that are required to perform tasks associated with their department or classification.**
- **Other required equipment specific to a department or classification (i.e., Remote Access Point for Customer Service Dispatch)**
- **Other ergonomic accessories that employees are typically provided in their current office environment. Requests to be reviewed and approved by the Company's Ergonomist and the employee's supervisor before being ordered.**

IV. EMPLOYEE SELECTION

An eligible employee within the classifications outlined in Section I(f) of this Agreement that volunteers for work from home shifts/schedules will be selected on a volunteer basis in seniority order.

V. SHIFTS AND SCHEDULES

Work from home shifts/schedules will be filled consistent with language in Section 3.6 Seniority in Shift/Schedule Assignments of the Collective Bargaining Agreement (CBA), applicable Shop Committee agreements, and according to the terms of this Agreement.

a) Shifts/schedules may be designated as a work from home shift/schedule only.
b) Shifts/schedules may be designated as a remote or blended model as defined in Section I(b) of this Agreement.
c) Work from home shifts/schedules will be incorporated in each department listed in Section I(f) of this Agreement's regular schedule posting and selection process.
d) The most senior and eligible volunteers will fill unfilled or vacant remote shifts/schedules. Absent volunteers, unfilled or vacant remote shifts/schedules may be filled in inverse seniority of those working from home.

e) **Optional work from home shifts/schedules may be created that include but are not limited to:**

1) **Split Shifts:**
   - **Example: M-F, 8 AM –12 PM (Break) 4 PM-8 PM or M-F, 12 PM – 4 PM (Break) 8 PM – 12 AM.**
   - **Example: M-F, 9 AM – 1 PM (Break) 4 PM-8 PM or M-F, 1 PM – 5 PM (Break) 7 PM-11 PM.**
2) **Varied start times (Start/Stop may vary within a 2-hour window):**
   - **Example: Monday 8 AM, Tuesday 8:30 AM, Wednesday 8 AM, Thursday 9:45 AM, Friday 8 AM.**
   - **Example: Saturday 7 AM, Monday 8:30 AM, Tuesday 9 AM, Wednesday SDO, Thursday 8:30 AM, Friday 7 AM.**

f) **Work from home employees that are part-time may have shifts/schedules that include split shifts.**
g) **Trades of shifts/schedules may be requested but are subject to supervisor approval and any applicable local or Shop Committee guidelines.**

VI. MODIFICATION OF SCHEDULES

a) **Work from home shifts/schedules may be modified in-day by the Company, up to two hours, without overtime pay when an employee needs to work from their designated work site due to any personal issue that prevents them from working from home.**
b) **Section 5.3 Modification of Schedules of the CBA will not apply when a short notice shift or schedule modification results from a work from home employee's personal situation.**
c) **No additional premiums associated with a shift/schedule change will be paid to work from home employees.**
d) **If management approves a work from home employee's request to adjust their start/stop times, no premium(s) will be paid resulting from the modified schedule.**

VII. RETURNING TO DESIGNATED COMPANY WORK LOCATION

a) **Work from home employees must report, on occasion, to their designated work site or alternative work locations for reasons determined by the Company. When possible, employees will be provided a minimum of 24-hour notice before they are required to report in these instances. Employees required to report to a Company location further than their designated work site will be paid excess time and mileage, if any.**
b) **In the event of network failure, internet connection failure, or any other reason that arises affecting the ability of the work remotely to conduct their duties, the employee must notify their supervisor immediately. At the discretion of management, the employee may be required to return to their Company work location or other approved alternate work location to complete their shift or permanently for longer-term reasons.**

c) **Work from home employees who voluntarily wish to work on-site instead of at home due to personal reasons should notify their immediate supervisor to make arrangements for them to return to their designated work site. Employees returned under this Section may be assigned a vacant on-site shift/schedule and will be placed at the bottom of the interest list for a minimum of six months for future work from home opportunities.**
d) **Work from home employees unable to achieve or sustain performance goals or requirements will be returned to their designated Company work location. Employees returned under this Section may be assigned a vacant on-site shift/schedule and will be placed at the bottom of the interest list for a minimum of six months for future remote opportunities.**

VIII. FUTURE EMPLOYEES

a) **Future employees are defined as those hired into classifications listed in Section I(f) after the signing of this Agreement.**
b) **Future employees may be required on some assignments to meet and maintain all requirements outlined in this Agreement.**
c) **Future employees may be assigned in inverse seniority to fill vacant work from home shifts/schedules when there are no volunteers.**

IX. ADDITIONAL TERMS AND CONDITIONS

a) **All policies and procedures governing employee conduct, performance, existing job requirements, safety, and security are in full force and effect while employees work remotely. Employees are responsible for complying with all existing job requirements and Company policies and procedures, as well as any requirements specified in this policy or otherwise. Performance must not diminish while working remotely.**
b) **For this Agreement, the term Satisfactory means either Satisfactory, Strong Satisfactory, or Outstanding overall. Weak Satisfactory overall will not be considered Satisfactory.**
c) **At the request of the Union and consistent with requirements outlined in Section 2.2 (D) of the CBA, the Company will coordinate virtual (i.e., Microsoft Teams) meeting times with work from home employees.**
d) **The Company retains the right to end this Agreement at any time, or if both parties mutually agree to end this agreement. However, the Company will provide the Union and affected employees a minimum of thirty (30) days notice of its intention to end this Agreement.**

The parties further agree that the terms of this Agreement are limited to the terms and conditions herein. Neither party may use this Agreement to establish precedence in any matters or disputes unrelated to the terms and conditions of this Agreement.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT
Work Order Control Clerks

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). Effective with the signing of this agreement the parties agree to the following:

The Company will create the positions of Work Order Control Clerk (WOC Clerk) and Senior Work Order Control Clerk (Sr. WOC Clerk).

Work Order Control Clerk Position:

1. **Job Creation**
   a. **The WOC Clerk will be leveled as a Pay Grade 3 and will be placed in the RO Administrative Support job progression.**
   b. **The new WOC Clerk classification will perform tasks currently done by the Administrative Clerk-3 classification in the Work Order Control assignment. Being that the Administrative Clerk-3 job profile is general in nature, a new profile will be created for the WOC Clerk within 90 days of this Agreement to align with the primary duties performed by the assignment.**
   c. **Twelve (12) months after the initial fill of the WOC Clerk position, the position will be submitted for a job leveling evaluation as defined in the Collective Bargaining Agreement.**

2. **Initial and Future Job Fills**
   a. **The Company will initially fill the WOC Clerk positions with incumbents of the Administrative Clerk -3 in Work Order Control assignments.**
   b. **Future posted WOC Clerk positions will be filled in accordance with Section 5.10 of the CBA.**

Senior Work Order Control Clerk Position:

1. **Job Creation**
   a. **The Sr. WOC Clerk will be leveled as a Pay Grade 5 and will be placed in the RO Administrative Support job progression.**
   b. **The new Sr. WOC Clerk classification will perform tasks currently done by the Sr. Administrative Clerk-5 classification in the Work Order Control assignment. Being that the Sr. Administrative Clerk-5 job profile is general in nature, a new profile will be created for the Sr. WOC Clerk within 90 days of this Agreement to align with the primary duties performed by the assignment.**
   c. **Twelve (12) months after the initial fill of the Sr. WOC Clerk position, the position will be submitted for a job leveling evaluation as defined in the Collective Bargaining Agreement.**

2. **Initial and Future Job Fills**
   a. **The Company will initially fill the Sr. WOC Clerk positions with incumbents of the Sr. Administrative Clerk -5 in Work Order Control assignments.**
   b. **Future posted Sr. WOC Clerk positions will be filled in accordance with Section 5.10 of the CBA.**

All parties agree that the terms of this Agreement are limited to the facts herein. Neither party shall refer to this Agreement as a precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights other than as specifically addressed in this Agreement.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT
Sr. Leakage Control Clerk

This Letter of Agreement ("Agreement") is a non-precedent setting agreement between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). Effective with the signing of this agreement the parties agree to the following:

The Company will create the position of Senior Leakage Control Clerk (Sr. LCC).

1. **Job Creation**
   a. **The Sr. LCC will be leveled as a Pay Grade 5 and will be placed in the RO Administrative Support job progression.**
   b. **The new Sr. LCC classification will perform tasks currently done by the Sr. Administrative Clerk-5 classification in the Leakage Control assignment. Being that the Sr. Administrative Clerk-5 job profile is general in nature, a new profile will be created for the Sr. LCC within 90 days of this Agreement to align with the primary duties performed by the assignment.**
   c. **Twelve (12) months after the initial fill of the Sr. LCC position, the position will be submitted for a job leveling evaluation as defined in the Collective Bargaining Agreement.**

2. **Initial and Future Job Fills**
   a. **The Company will initially fill the Sr. LCC positions with incumbents of the Sr. Administrative Clerk-5 in Leakage Control assignments.**
   b. **Future posted Sr. LCC positions will be filled in accordance with Section 5.10 of the CBA.**

All parties agree that the terms of this Agreement are limited to the facts herein. Neither party shall refer to this Agreement as a precedent of any position it may wish to assert in future related or unrelated disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any provisions of the parties' CBA or management's rights other than as specifically addressed in this Agreement.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT WITH UTILITY WORKERS UNION OF AMERICA, AFL-CIO, AND INTERNATIONAL CHEMICAL WORKERS UNION, AFL-CIO, FOR TRANSMISSION RE SECTION 7.1 OR LETTER OF AGREEMENT, LAYOFFS

With respect to Transmission **and Storage**, no layoff bidder shall be placed into the following open jobs…

Cathodic Protections Specialist
Cathodic Protection Technician
Gas Storage Specialist
Instrument Specialist
Measurement Specialist
Pipeline Technician
Senior Cathodic Protection Specialist
Senior Instrument Specialist
Station Maintenance Specialist
Station Operations Specialist
Station Technician
Transmission Pipeline Specialist
Transmission Welding Specialist

...If the job is higher than their current pay level unless the list of senior, qualified bidders for the position has been exhausted.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

LETTER OF AGREEMENT
CCC and Branch Offices Staffing

This Letter of Agreement ("Agreement") is between the Southern California Gas Company ("Company") and the Utility Workers Union of America, AFL-CIO, and International Chemical Workers Union Council, UFCW (collectively the "Union"). The Company and Union agree to the conditions and terms outlined in this Agreement.

This Agreement serves as an addendum to the Customer Contact Center Part-Time CSR to Full-Time CSR Progression Letter of Agreement dated June 22, 2020, and further amended on November 16, 2020, and the Branch Offices Job Progression Letter of Agreement dated October 13, 2020.

The Union and the Company agree to make the following two part-time employees full time as Customer Service Representative-4s within the Customer Contact Center:

1. **Paris Conley (86891)**
2. **Jazmin Cardoza (85243)**

Additionally, on a go-forward and alternating basis, vacant positions that are posted and filled within the Branch Offices and Customer Contact Center will be filled according to the terms of their respective Letters of Agreements above and then Section 5.10 of the Collective Bargaining Agreement. Effectively, this process will be an alternating "in and out" rule where vacant positions are:

- **First by giving full-time employees priority regardless of progression.**
- **Then for the next posting, filled per the Customer Contact Center Part-Time CSR to Full-Time CSR Progression Letter of Agreement dated June 22, 2020, and further amended on November 16, 2020, and the Branch Offices Job Progression Letter of Agreement dated October 13, 2020, respectively. Providing the Part-Time employees bidding for the above-mentioned Full-Time Classifications have 4 years of service.**
- **This process would continue to alternate for each subsequent vacancy that is posted and filled.**

The parties further agree that the terms of this Agreement are limited to the terms and conditions herein. Neither party may use this Agreement to establish precedence in any matters or disputes unrelated to the terms and conditions of this Agreement.

David Cameron
Manager- Labor and Employee Relations, SoCalGas
10/1/2021

Eric Hofmann
Chair, Joint Steering Committee
10/1/2021

Full-Time Employees

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on November 29, 2021.
For SOUTHERN CALIFORNIA GAS COMPANY:

Christopher Bissonnette
Director, Labor Relations & Wellness

David S. Cameron
Manager – Labor & Employee Relations

For UTILITY WORKERS UNION OF AMERICAN, AFL-CIO and
INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL-UFCW:

Chauffe Schirmer
National Region V Representative, UWUA, AFL-CIO

Jackie Allen
National Representative, ICWUC-UFCW

Eric Hofmann
President, Local 132, UWUA, AFL-CIO

Rachel Arguello
President, Local 350, ICWUC-UFCW

Milton Davis
Secretary/Treasurer, Local 132, UWUA, AFL-CIO

Evelyn Reyes
President, Local 995, ICWUC-UFCW

Ernie Shaw
President, Local 483, UWUA, AFL-CIO

Scott Hasseler
Vice President, Local 478, ICWUC-UFCW

Raul Reyes
Vice President, Local 522, UWUA, AFL-CIO

Jose Moreno
Local 478, ICWUC-UFCW

Sean Mitchell
Local 132, UWUA, AFL-CIO

Don Davis
Local 132, UWUA, AFL-CIO

Edwin Santos
Local 132, UWUA, AFL-CIO

Monique Barragan
Local 132, UWUA, AFL-CIO