



**DATA DISTRIBUTION JOB
PROFILE UPDATES NON-
PRECEDENT SETTING
AGREEMENT**

This Non-Precedent Setting Agreement ("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"). Nothing herein shall be deemed as establishing any precedent, practice, or pattern for any party in subsequent agreements, bargaining discussions, or disputes related thereto.

A recent job profile update for the Mail Equipment Operator, Lead Computer Operator, and the Lead Mail Equipment Operator classifications within Data Distribution reflected that a Physical Abilities Testing (PAT) Level C is now required for all three classifications. In addition to other updates within the job profiles, the Operations and Support Assessment was also added.

Through this Agreement, employees currently in the Mail Equipment Operator, Lead Computer Operator, or the Lead Mail Equipment Operator classifications, as of the date of this Agreement, will be "grandfathered" in at their current physical ability level and will not be required to pass a Level C PAT while in the classification. However, should existing Mail Equipment Operator, Lead Computer Operator, or Lead Mail Equipment Operator employees move to another classification and at a later time want to return to the Mail Equipment Operator, Lead Computer Operator, or the Lead Mail Equipment Operator classifications, they will be required to meet the minimum qualifications, including the appropriate PAT level. The exception to this requirement will be employees who exercise their return rights under Section 5.10 (H) of the Collective Bargaining Agreement. In addition, employees moving to the Mail Equipment Operator, Lead Computer Operator, or Lead Mail Equipment Operator classifications must have a Level C PAT on file. The same conditions outlined above shall apply concerning the Operations and Support Assessment.

All parties agree that the terms of this Agreement are limited to the facts herein and that neither party shall refer to this Agreement as a precedent of any position it wishes to assert in future disputes between the parties. All parties further agree that nothing in this Agreement modifies, in any way, any unrelated provisions of the parties' collective bargaining agreement or management rights.

Bill Gilbertson Date
Chair, Joint Steering Committee

David Cameron Date
Manager- Labor Relations, SoCalGas