

AMENDED AGREEMENT

Between

SAN DIEGO
GAS & ELECTRIC COMPANY

And

LOCAL UNION 465
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Effective Date – **September 1st, 2008**

Date Executed – **October 10th, 2008**

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PREFACE

The following amended agreement is a consolidation of the text of an agreement effective August 17, 1945 (executed January 8, 1946), and the following amendments:

Effective Date:

August 11, 1946
August 24, 1947
February 22, 1948
August 22, 1948
August 17, 1949
August 20, 1950
January 1, 1951
April 1, 1951
March 1, 1952
March 1, 1953
February 28, 1954
February 27, 1955
June 3, 1956
March 1, 1957
March 1, 1958
March 1, 1959
March 1, 1960
March 1, 1961
March 1, 1962
March 1, 1963
March 1, 1964
March 1, 1965
March 1, 1966
March 1, 1967
March 1, 1968
March 1, 1969
March 1, 1970
March 1, 1971
March 1, 1972
March 1, 1973
December 1, 1974
March 1, 1975
March 1, 1976
March 1, 1977
March 1, 1978
February 1, 1979
March 1, 1980
March 1, 1982
March 1, 1984
March 1, 1987
March 1, 1990
March 1, 1994
March 1, 1996
September 1, 1998
September 1, 2001
September 1, 2004
September 1, 2008

Date Executed:

October 28, 1946
February 20, 1948
February 20, 1948
February 5, 1949
October 7, 1949
September 29, 1950
December 19, 1950
March 22, 1951
June 2, 1952
May 29, 1953
June 14, 1954
April 8, 1955
May 31, 1956
June 18, 1957
April 7, 1958
July 21, 1959
February 29, 1960
May 15, 1961
April 6, 1962
May 20, 1963
April 13, 1964
May 3, 1965
February 23, 1966
August 14, 1967
March 19, 1968
March 21, 1969
March 17, 1970
August 2, 1971
March 1, 1972
June 11, 1973
November 6, 1974
November 6, 1974
April 26, 1976
April 25, 1977
May 15, 1978
May 16, 1979
June 26, 1980
May 24, 1981
June 18, 1984
August 17, 1987
December 21, 1990
October 3, 1994
November 8, 1996
March 18, 1999
November 7, 2001
December 17, 2004
October 10, 2008

AMENDED AGREEMENT

This amended agreement entered into this **10th day of October, 2008**, by and between San Diego Gas & Electric Company, of San Diego, California, its successors or assigns, together with such other properties of a public utility character as may hereafter be acquired, hereinafter referred to as the "Company," and Local Union 465, of San Diego, California, of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter referred to as the "Local Union," covering all classifications of employees as scheduled in Exhibit "A" attached hereto.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Company, the Local Union, and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

ARTICLE I – INTRODUCTION

I.1 The Company is engaged in public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this agreement is imposed upon both the Company and its employee members of the Local Union. The representatives of the Company will meet with the business manager or authorized stewards of the Local Union in reference to any grievance brought up by an employee hereunder.

I.2 It is expressly understood and agreed that the services to be performed by the employees covered by this agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Local Union agrees that, with respect to the employees covered by this agreement or any of them, it will not call upon or permit them to cease or abstain from continuous performance of the duties pertaining to the positions held by them under the Company in accord with the terms of this agreement, and the Company agrees, on its part, to do nothing to provoke interruption of, or prevent such continuity of performance of said employees insofar as such performance is required in the normal and usual operation of the Company's business.

I.3 The Local Union agrees for its members (who are employees of the Company) that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Company, and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times.

I.4 The Company agrees that it will cooperate with the Local Union in its efforts to promote harmony and efficiency among all of the Company's employees.

I.5 All employees of the Company coming within the classifications covered by Exhibit "A" of this agreement shall be required to share in the cost of maintaining and operating the Local Union as their collective bargaining agency in accordance with its rules, and shall be members thereof. It is understood that no employee will be laid off, suspended, or discharged for the reason that the employee has not tendered the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership until three days after the employee's department head, or higher Company official, is cognizant of the fact that the employee has been duly notified that the employee has not tendered such dues and fees. The foregoing provisions shall not be construed as denying the Company the right to hire its employees regardless of whether or not such employees are members of the Local Union, but it is the intent of the parties hereto that newly hired employees covered by Exhibit "A" of this agreement shall become members of the Local Union after thirty days from the date of their employment. However, summer student employees and employees hired for temporary employment shall become members in good standing of the Local Union after ninety days from the date of their employment. Part-time employees shall pay reduced fees based on hours worked compared to the normal 40-hour week.

I.6 The Local Union and the Company agree that no solicitation for membership in any labor organization shall be carried on the Company property or on Company time without the mutual consent of the parties hereto.

I.7 It is understood and agreed that if, during the term of this agreement, mandatory laws applicable to and in conflict with any of the provisions hereto shall become effective and thereafter govern the parties in respect to such conflicting provisions, this agreement shall be subject to modification by mutual agreement of the parties hereto, covering the provisions which conflict.

I.8 It continues to be the policy of the Company and the Union not to discriminate against any employee on account of race, color, sex, religion, age, national origin, ancestry, handicap, medical condition, marital status, disabled veterans and veterans of the Vietnam era. The reference to "handicap" or "medical condition" above shall not apply to an employee who, because of his handicap or medical condition, is unable to perform the employee's duties, or cannot perform such duties in a manner which would not endanger the employee's health or safety or the health or safety of others. The

reference to “marital status” above shall not affect the right of the Company to reasonably regulate for reasons of supervision, safety, security, or morale, the working of spouses in the same division, department, section or facility. Words used in this agreement in the masculine gender include the feminine.

L.9 Nothing in this agreement is intended or shall be used to violate any municipal ordinance, state law or safety standard, or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the Company, or an employee.

L.10 This agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment must be reduced to writing and state the effective date of the amendment.

L.11 Nothing in this agreement shall be construed as cause, for the Company to abrogate or reduce the scope of any plan or rule beneficial to the employees existing at the time of the adoption of this agreement with respect to vacations, holidays, sick leave, retirement annuity, or insurance. No employee whose classification remains unchanged at the time of the adoption of this agreement shall have the employee’s wages reduced by reason of such adoption.

L.12 The Company shall supply bulletin board space for the use of the Local Union in posting officially signed union bulletins.

L.13 In case the Company should contract any work which is normally done by employees of the bargaining unit, such as the construction of electric lines, gas lines or mains, the installation of switch gear, wiring of substations, etc., the Company shall, before awarding such contract, advise the contractor that the work is to be done under the terms and conditions of this agreement, and/or such other agreements as may be entered into between the contractor and bona fide local unions of international organizations affiliated with the American Federation of Labor and Congress of Industrial Organizations. This section applies only to contracts for work which qualify under the construction job site exception defined in Section 8 (e) of the National Labor Relations Act. The Company will not subcontract work consistently performed by the regular forces purely for the purpose of conducting a reduction-in-force, unless federal, state, county or city ordinances require the Company to subcontract work previously performed by the regular forces.

When only one union contractor submits a bid for work which is to be subcontracted under the terms of the Amended Agreement, the Company may award the contract to a non-union contractor on a competitive basis.

L.14 The right to employ in accordance with the provisions of this agreement, to promote, discipline, and discharge employees, for proper cause, and the management of the property, are reserved by and shall be vested in the Company. The Company shall have the right to exercise discipline in the interest of good service and the proper conduct of its business.

L.15 The employees, through the representatives of the Local Union, shall have the right to a hearing on any difference of opinion as to the competency of any person to fill a new position or vacancy; of promotion or demotion; of discipline administered; or lay-offs or of discharge for proper cause. Such hearings shall be before the heads of the department to whom the employees involved are responsible, or the Manager - Labor Relations, and in case of failure to settle the differences, then before a mediator and/or arbitrator, as provided in Article IX.

When practical, if discipline administered constitutes time off, demotion, or termination, the Company will notify the Local Union business office in advance of such action. Such notification shall not be cause to delay or restrict the rights of the Company to administer discipline. Non-notification shall have no bearing upon the merits of the disciplinary action.

L.16 The Company will deduct the prescribed monthly Union dues from the wages of employees who individually and voluntarily authorize such deductions. Any such authorization shall be made in writing, and on a form agreed upon by the Company and the Union. The Company will furnish the Union with a monthly record of those for whom deductions have been made, together with the

amounts of such deductions. The Union will 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.

L.17 The Company hereby agrees to honor contribution deduction authorizations from its employees who are union members in the following form:

I hereby authorize the Company to deduct from my pay the sum of one cent (\$.01) for each straight time hour paid and to forward that amount bi-weekly to the International Brotherhood of Electrical Workers, AFL-CIO, Committee on Political Education, 1125 Fifteenth Street, N.W., Washington, D.C., 20005. This authorization is signed voluntarily and with the understanding that the IBEW-COPE will use the money to make political contributions and expenditures in connection with federal, state, and local elections and that this voluntary authorization is in response to a joint fund raising effort by the IBEW and the AFL-CIO. (Effective August 17, 1987.)

The Union will indemnify and save the Company harmless from any claims, suits, or any other form of liability as a result of making payroll deductions described above.

L.18 Where practicable new employees will be introduced to their applicable Shop Steward within 30 days of assignment to new work location.

ARTICLE II – GENERAL WORKING RULES

Scope

II.1 The following general working rules are to apply to all employee classifications covered by this agreement unless specifically covered in departmental rules as hereinafter set forth.

Definitions

II.2 Employees shall be designated as provisional and regular.

Provisional employees are employees with less than **nine** months of continuous service with the Company. Service with the Company will be considered as continuous in the case of a provisional employee when the employee's time off without pay has been due only to recognized holidays or to sickness not in excess of five days in that **nine** months period.

In the case or cases of industrial injuries where the provisional employee is off work, or on light duty for longer than five days, their status as a provisional employee shall be extended in the amount of time off beyond five days, but not to exceed a total of **nine** months. (per June 4th, 2001 LOU).

Regular employees are employees with more than **nine** months of continuous service with the Company as defined in the preceding paragraph.

In the event service is discontinuous, they will be granted regular status if their total accumulated service amounts to **nine months** within the last 12-month period.

II.3 The application of the term "journeyman" to trades and classifications other than journeyman electrical workers as defined in Articles III to V, inclusive, may, in the future, be determined by mutual agreement of the parties hereto, as may likewise be the rules with respect to apprentices in these trades or classifications.

II.4 During the life of this agreement, in the event a new bargaining unit occupation is created by the Company, the rate for the new occupation shall be established by the Company with due regard to the content of the new occupation. If the Union disagrees with the rate as determined by the Company, such new rate shall be subject to the grievance and arbitration procedure.

II.5 "Established Headquarters" is considered to mean any headquarters established by the Company, with proper advance notice, for the purpose of engaging in construction or maintenance work covered by this agreement, where such work will continue indefinitely.

II.6 The Company, at its option, may establish "Camp Jobs" at any location where suitable board and lodging can be obtained or provided, but the determination as to whether such work shall be a "Camp Job" shall be made, and the employees so notified in advance of the assignment.

"Camp Job" is considered to mean any location established by the Company for the purpose of engaging in work as covered in this agreement where such work will continue for a temporary period. After the application of this rule, regular working rules shall apply. (See Sections II.68 and II.71 for "Expenses.")

II.7 The Company, at its option, may establish "Reporting Locations" for the Construction and Maintenance workforce for the purpose of having employees report to such locations prior to the beginning of the shift. The Company will determine the need for employees to report to such "Reporting Locations" based on the length of time such a reporting assignment is necessary. Selection of employees for "Reporting Locations" will be made from a voluntary sign-up list **first; if insufficient volunteers sign up in the district location the assignment will then be voluntary from the other district locations. The employees who volunteer for those jobs will be eligible for pre-arranged overtime assignments that don't conflict with "Reporting Location" assignments. The**

Company shall provide for safe storage of employees' tools. See Section II.66 under the heading "Expenses" for the information concerning the payment of fees and allowances for such assignments. **The following rules apply;**

Volunteers shall be selected from the pre-arranged overtime list.

All reporting location assignments will be posted in all districts ten (10) working days prior to the job start date in an effort to solicit volunteers. Volunteers in the designated district requesting the Reporting Location assignment will be selected first. If after five (5) working days there are insufficient volunteers from the designated district requesting the Reporting Location assignments, the Company will select a member/s will be selected by utilizing the pre-arranged overtime lists and utilizing the member/s with the least amount of pre-arranged hours.

If the distance from the employee's home to the Reporting Location exceeds the distance from the employee's home to the employee's regular established headquarters, the employee will receive payment for additional commuting time at the straight-time rate of pay calculated at two (2) minutes for each additional round trip mileage is 15 miles or less, the minimum allowance will be ½ hour of pay at straight-time rate.

On Call Crew

II.8 On Call Crew/Call Outs

1. Each location may have On Call Crews/Supplemental crews. These Crews will not be used in other districts if those districts have not established the On Call Crews procedures unless they have exhausted their Call Out list.

2. **The Primary On Call Crew shall consist of an "A" and "B" on call shift. The "A" shift will run from 7:00 AM Monday to 7:00 AM Friday and the "B" shift shall run from 7:00 AM Friday to 7:00 AM Monday.**

The Supplemental list will consist of a daily sign up list. This shall be used as described below.

3. **Employees shall receive a premium of \$30.00/day for week days starting Monday, Tuesday, Wednesday and Thursday at 7:00 A.M. and \$40.00/day for days starting Friday, Saturday, Sunday and Holidays when they have the On-Call Crew duty, provided they respond, when requested. Week days shifts are for four days from 7:00 A.M. Monday to 7:00 A.M. Friday. Weekend shifts are three days from 7:00 A.M. Friday to 7:00 A.M. Monday. (Note Employees shall receive a premium of \$45.00/day for one (1) seven (7) day On-Call shift effective 09/01/2010.)**

4. Primary shifts will be filled as follows:

A. **Primary shift assignments will be posted on the Wednesday* (11 days) before the two-week period in which the shift assignments are performed. Employees may sign up for the shift assignments until noon on Friday* before the shift assignments are posted. Shift assignments will be made using the "All Other" overtime list issued the Monday of the week in which the shift assignments are made.**

B. Voluntarily using the "All Other" overtime list by lowest number of hours.

C. Assigning by "All Other"/Do Not Want overtime list by lowest number of hours.

D. Or a combination of B and/or C above.

*If the Wednesday or Friday fall on a Holiday the preceding workday shall be used.

E. Trading

a. Trading of shifts and partial shifts including "Day Trading" will go first to eligible employees on "Supplemental List", than to like classification base on least hours on the "All

Other List”, followed by qualified “Relief” personnel for replacement of WFE positions only, lineman, apprentices, then line assistance. These rules will be known as “Trade Rules”

b. A voluntary or forced employee will be responsible for making and following all “Trade Rules.”

c. An employee failure to follow “trade Rules” will result in their being ineligible to trade or take trades for at least one (1) full quarter.

d. No grievances will be accepted or processed with regards to trades.

5. Employees are responsible for the entire shift. Employees who accept or are assigned to the primary crew will continue to be ineligible for assignments that interfere with their primary crew responsibilities.

6. The employer will designate the devices to be used when making contact of which the employee will select the primary number.

7. **Employees who are forced will be allowed to work no more than two consecutive on call shifts without a shift off.**

8. **“Call Out Crew” size will be determined by location. When crew size is determined, it will be posted prior to accepting sign ups. Once posted, the crew size will be in effect at least one full quarter. When utilizing the on call crew, the full crew complement will be utilized. However, with thirty (30) days notification, the crew size may be increased utilizing volunteers for a minimum duration of a three (3) day shift.**

9. In cases where a primary crew member cannot fulfill part or all of the shift:

A. The Supplemental lists will be utilized. The employee will receive the premium if the employee accepts the assignment.

B. If there are no volunteers on the Supplemental list, the “All Other”/Do Not Want overtime list will be used to fill the crew if there is a call out, no premium will be paid to that individual.

10. An employee who does not fulfill all or part of their shift obligation without a bonafide reason will be subject to the following:

A. Loss of premium for that instance.

B. Immediately ineligible for prearranged overtime plus:

1st offense–ineligible for next 2 full pay period loss of prearranged

2nd offense–ineligible for next 4 full pay period loss of prearranged

3rd offense–to include additional discipline up to and including termination.

The employee’s prearranged overtime will be adjusted to reflect the average prearranged overtime in their classification at their location. The method would be to add up all prearranged hours for that period for that classification at that location. Divide it by the number of individuals that worked prearranged during that period for that classification at that location. That number would be added to the prearranged hours of the individual.

11. All other call outs shall be made as follows:

A. After the primary shift assignments have been posted, employees may sign up for individual days (Supplemental List) during the two-week shift period. Sign ups must be done by 7:00 AM on the desired day. Individuals may remove their names from individual days (Supplemental list) providing they do so by 7:00 AM on the day they wish to be removed.

B. Selection shall be based on the lowest number of “All Other” hours on the report in effect on the day the election is made.

- C. Supplemental crewmembers from the volunteer list are to receive the following premium to be paid if the employee is called out from the volunteer list: **\$30.00/day for week days starting Monday, Tuesday, Wednesday and Thursday at 7:00 A.M. and \$40.00/day for days starting Friday, Saturday, Sunday and Holidays. (Note Employees shall receive a premium of \$45.00/day for one (1) seven (7) day On-Call shift effective 09/01/2010.)**
- D. Any and all additional requirements will be filled with personnel from the supplemental lists. If unable to fill these requirements, the “all other/do not want” lists will be used.
- E. Employees on the Supplemental List will not be disciplined for availability, if on another company assignment.

12. When the company determines that employee(s) on the Supplemental list are not meeting their commitments, they shall be subject to Section 10B (above).

13. Apprentices will not be allowed to sign-up for or accept on call assignments on days/nights that would interfere with school attendance.

Hours

II.9 Eight consecutive hours (except for time out for meals) shall constitute a work day for all employees covered by this agreement. Five days shall constitute a work week for all employees, the days falling in sequence, unless otherwise specifically provided in the following departmental working rules.

II.10 Hours of work shall normally be from 7:00 a.m. to 11:00 a.m., and from 11:30 a.m. to 3:30 p.m. except as otherwise provided herein; and except further that rotating shifts and/or regularly scheduled shifts may be instituted to such extent and at such hours as may be required in the Company’s operations, and it is understood that such rotating and/or regularly scheduled shifts may be instituted regardless of the departmental provisions of Articles III to VIII, inclusive. While such other shifts will normally be continuously uniform with respect to days of the week and hours of the day, it is provided further that by mutual consent of the parties hereto certain rotations of work days and hours may be instituted.

Flexible Work Schedules

II.11 Flexible work schedules may be instituted by mutual agreement of both parties prior to presentation to the affected work group. These schedules will cover four 10-hour days or nine days consisting of eighty hours. The schedules may be put in place for the entire department or portion thereof. Prior to a vote, the Company will post the details of the proposed schedule (hours of the day, days of the week, and expected duration, etc.). A two-thirds majority vote of the affected work group is required for implementation. These schedules shall be set between Monday and Friday and shall be consecutive work days.

The following will apply for schedules covering four 10-hour days or nine days consisting of eighty hours:

Sick Leave, Holidays, and Vacation will be allocated by hours.

Holidays will be covered as follows:

4/10’s: Work weeks with recognized set holiday(s) will revert to a 5-day, forty hour work week.

9/80’s: Employees will receive eight hours pay for each Holiday and have the option of charging the additional hour to a Floating Holiday, Vacation, or one hour “no pay” (not to be charged against personal time).

Employees on flexible schedules will be allowed up to two personal days a year (in lieu of sixteen hours).

Overtime will be administered as follows:

10-hour shifts: After the regular shift, the first hour of overtime will be time and one-half with double-time thereafter.

9-hour shifts: After the regular shift the first hour will be time and one-half and double-time thereafter (for an 8-hour day, normal contract provisions apply).

A meal will be provided if work continues for more than one hour after the end of a shift for employees working 9 or 10-hour shifts. The normal provisions will apply per the contract for an 8-hour shift.

14-Hour Rule

Employees working flexible work schedules who fall under Section II.46 of the Amended Agreement shall receive the following for the regular work period for which the employee has been relieved (Actual time not to exceed eight hours straight time pay).

10-hour shift = 4 hours straight time pay

9-hour shift = 3 hours straight time pay.

Bereavement Leave will be allocated by days per the Amended Agreement.

Jury Duty Policy will apply per the Amended Agreement.

At the Union's option, and with thirty days notice to the Company, an election may be held once a year to determine if an alternative schedule shall continue. This election may be held on Company time and will be jointly conducted. The Union and The Company retain the right to return to an 8-hour schedule with thirty days notice given to either party.

II.12 To facilitate the rotation of shifts, employees may change shifts with only eight hours off between shifts, provided such occurrences are three weeks or more apart.

II.13 When conditions of the work require, employees may be assigned to or employed for special shifts for a particular class of work at straight-time rates for eight-hour periods other than specified, provided the assignment shall continue for at least a normal five-day work week consisting of Monday through Friday. (For an employee who does not work a normal Monday-through-Friday schedule, substitute the first through the fifth work days in the workweek.) Special shifts for a shorter period shall be subject to the overtime rules. No work shall be performed under these conditions which can reasonably be done during regular working hours with due regard for the requirements of public service. Such shifts may be instituted regardless of departmental provisions of Articles III to VIII, inclusive.

II.14 When provision is made for employees or crews to rotate Saturday shifts, they shall have either the preceding or succeeding Monday off in the place of Saturday, as may be decided by the parties hereto. This rule shall be uniform by departments. To the extent that this shift rotation requires, employees may work thirty-two hours in one week and forty-eight in the next.

II.15 Employees working out of headquarters or shops shall travel from headquarters to headquarters, or shop to shop, on Company time; and employees shall report at the headquarters or shop in the district in which they are regularly employed. However, employees assigned to duty at the locations designated below for three days or more will report for work at those locations at the regular starting time of employees in the department to which they are temporarily assigned:

If the assignment is for less than three days, the employee shall receive a travel allowance equal to one-half hour at the employee's straight time rate for each such day.

II.16 Employees assigned to a job within the same department, district or headquarters having a different starting time, will receive no overtime pay for such change in starting time, provided they are notified the previous day, and provided the starting time does not differ from the regular starting time by more than one hour.

Shift Premiums

II.17 An employee whose work period commences, for any reason, at 4:00 a.m. or thereafter, but before 12:00 noon, shall not receive a shift premium.

An employee whose work period commences, for any reason, at 12:00 noon or thereafter, but before 8:00 p.m., shall receive a one dollar and fifteen cents (\$1.15) per hour shift premium as of 1/1/05.

An employee whose work period commences, for any reason, at 8:00 p.m. or thereafter, but before 4:00 a.m., shall receive a one dollar and forty cents (\$1.40) per hour shift premium as of 1/1/05.

II.18 The shift premium, if any, which is payable for an employee's work period shall also be paid for any time worked by the employee as an extension or continuation of such work period.

II.19 The applicable overtime factor shall be applied to the shift premium at any time an employee's work period is subject to both shift premium and overtime premium pay.

II.20 Travel time is subject to shift premium pay and shall also be used in determining which shift premium, if any, shall be paid.

II.21 Shift premium shall be payable only for hours actually worked. They shall not be paid for holidays not worked, sick leave, vacations, etc.

II.22 For the purpose of shift premium application, commencement of work following such work period interruptions as meals periods, etc., shall not constitute commencement of a new work period.

Wages

II.23 The wage schedules for employees covered by this agreement are set forth in Exhibits "A" and "B", which are attached hereto and made a part hereof.

II.24 Pay days shall be at biweekly intervals. If a pay day falls on a holiday, the preceding work day shall be pay day.

II.25 In case an employee works at two classifications in the same half day, he shall receive the higher rate of pay for that half day. It is provided, however, that where there is a regularly scheduled job or class of work in which more than one classification is consistently involved, the employee so working shall receive the rate of pay for the actual time worked in each classification.

II.26 An employee placed on a temporary assignment of higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment. The higher rate will prevail for holidays and jury duty only when the employee was upgraded both the immediate work day before and the immediate work day after the holiday or jury duty.

If the employee is placed in different temporary assignments, of a higher rate of pay, on the immediate work day before and the immediate work day after the holiday or jury duty, the employee shall receive, for the holiday or jury duty at issue, the rate of pay in effect on the immediate work day before the holiday or jury duty. (per June 4th, 2001 LOU)

II.27 When a qualified employee is promoted to any position in which he or she has had no previous experience, he or she shall be given a reasonable break-in period with an experienced employee in that position, without an increase in pay for such break-in period.

II.28 Employees hired for temporary employment shall not be paid less than the regular company rate established for the classification in which they are working.

II.29 Provisional employees ordered to report for work, will be credited with at least two hours' pay if weather conditions are so unfavorable that the supervisor directs that no work be attempted. Regular employees reporting for work will not have pay deducted because of weather conditions when the supervisor directs that no field work be undertaken. However, it is understood that such employees may be held at headquarters pending trouble calls, or may be employed in other miscellaneous work at headquarters.

II.30 Helpers who have been at the top Helper rate for one year or more, and who are promoted to jobs having the same starting rate as top Helper, shall continue to receive their current rate for the first year in the higher position. If the Helper has not completed one year at the top Helper rate at the time of promotion, he shall take the first year book rate for the new job for such time as will complete one year, and thereafter will receive not less than the top Helper rate for the balance of the first year in the new job. The second and subsequent years in the new job shall be at the book rate.

II.31 Laborers will be raised to the next higher Helper rate if promoted or upgraded to Helper.

II.32 An employee shall not have a fringed benefit reduced while engaged in pursuing a grievance if said employee's presence at a grievance hearing is required by both parties or if the employee is subpoenaed to appear at the hearing by the Arbitrator or the NLRB. The foregoing does not apply to benefits that are based on a percentage of the employee's base hourly rate of pay.

II.33 A regular employee on Leave of Absence to serve as a Union officer in Local Union 465, IBEW, will receive the same benefits as do other regular employees on approved Leave of Absence.

II.34 A regular employee receiving Workers' Compensation as a result of an injury sustained in the course of his or her employment with the Company shall not have his or her sick leave entitlement, vacation, time in classification (except for Apprenticeships and other training programs) and seniority reduced as a result of such absence. (per June 4th, 2001 LOU)

II.35 Regular employees who are required by law to serve on juries will experience no loss of pay for up to but not exceeding 30 working days. When summoned for Jury Duty, an individual's shift may be changed one day at a time to accommodate the period of jury service. This change will not result in an overtime premium payment. (per July 5th, 2000 LOU)

Overtime

II.36 Overtime worked as a continuation of the regular shift will be paid at the rate of time and one-half for the first two hours of overtime, and double time thereafter. (Note Overtime worked as a continuation of the regular shift will be paid at the rate of time and one-half for the first three hours of overtime, and double time thereafter effective 09/01/2010). Intermission taken out for meals will be deducted in all cases, except if a crew is held over under standby conditions, and such crew is released immediately at the conclusion of the meal period without resuming work.

II.37 Double time will be allowed for all work on days when an employee is scheduled for a day off.

II.38 Unless otherwise provided herein, all employees called out for overtime duty shall receive an amount not less than the equal of four hours straight-time pay. An employee will be considered as called out if the employee is required to work after the employee's regular quitting time

for the day, and after having been released. Notification to report for a regularly scheduled shift or any part thereof is not considered a call-out. A regularly scheduled shift is one of at least eight hours duration, posted in advance.

II.39 Employees who report for prearranged work on work days, and who continue to work into regular work hours shall be paid overtime compensation for actual work time up to regular starting time (i.e., no travel time or minimum). For the purpose of this section, prearranged work is deemed to be work for which advance notice of at least 12 hours (before the work is to start) has been given. If such 12 hours' notice is not given, or if the work is scheduled to start more than 4 1/2 hours before the employee's regular starting time, it shall be considered a call-out and the minimum and travel time provision will apply.

II.40 Should an employee receive more than one call-out within a two-hour period, the employee shall be entitled to the minimum of two hours at double time on the first call only. For any time worked in excess of the two-hour minimum the employee shall be paid at the double time rate for the actual time involved.

II.41 When an employee is called out for overtime duty, the employee's pay shall start 1/2 hour before the employee's arrival at headquarters or at the job and shall end 1/2 hour after the employee is released. Travel time is to be considered working time.

If the employee is requested to arrive, and does arrive, at headquarters or on the job at a certain time under call-out provisions, the employee's pay shall start 1/2 hour before such stipulated reporting time and shall end 1/2 hour after the employee is released.

In cases where such call-out duty extends into the employee's regular working hours, the terminal 1/2 hour shall not be allowed.

II.42 If an employee's scheduled shift is canceled with less than eight hours notice the employee will be entitled to pay for at least two hours of work at overtime rates.

II.43 If an employee is called to report to work, and then later called and has that order canceled, or if prearranged overtime is canceled prior to the employee leaving the employee's residence, the employee shall receive two hours at straight-time pay.

II.44 When contacted by telephone at home and required to give technical information necessary to the operations of the Company, an employee shall receive 0.2 hour at time and one-half for giving such information.

II.45 An employee who has earned 14 hours straight time pay at overtime rates during the 16 hours preceding the employee's regular starting time may be relieved from duty for the employee's succeeding regular work period unless the employee has been off duty for the five hours preceding the employee's regular starting time or unless a majority of employees from the crew (over 50%) wish to work. They may work at straight time rates for the remaining hours of their regular shift if they have the 5 hours off (rest period) prior to 4 hours into their regular shift. If the rest period overlaps with the employees regular shift, the employee will be compensated for those hours that overlap, at their regular straight time rate, provided they report to work and finish their regular shift. If relieved from duty under these circumstances, the employee shall receive two hours straight time pay for the regular work period from which the employee has been relieved. If required to work during the employee's regular work period under these circumstances, the employee shall be paid at the rate of double time, plus they will receive an additional 2 hours of straight time pay. (Except as stated in Flexible Work Schedule Section II.11).

Employees should not work more than 30 continuous hours without a five hour rest period.

II.46 If an employee is called out for overtime duty from the employee's home, the employee is entitled to a minimum of two hours' pay at overtime rates. If the two hours overlap into the employee's regularly scheduled work shift, the straight time pay for that shift begins at the end of the two-hour period and ends at the regular quitting time. For example: If an employee whose regular starting time is 8:00 a.m. should be called to work at 7:00 a.m., the employee is entitled to be paid at the

overtime rate from 7:00 a.m. until 9:00 a.m., and at the straight-time rate from 9:00 a.m. until 4:30 p.m. Should the employee continue on duty after 4:30 p.m., such additional time would be computed at the overtime rate.

II.47 If an employee is on the job waiting to begin the regular day and is instructed to start ahead of schedule, the employee shall receive double time up to the regular starting time, but not less than one-half hour at double time.

II.48 The regular lunch period of any employee or crew may be either advanced one hour or delayed one hour where required by necessity, under which circumstances no extra pay will be given. Should the lunch period be advanced or delayed more than one hour, one additional hour of straight time pay shall be allowed for that day.

II.49 Except for relief employees relieving employees on rotating shifts, employees transferred from a day shift to a night shift shall be paid at the overtime rate, unless such transfer is for at least a normal five-day work week, consisting of Monday through Friday. (For an employee who does not work a normal Monday through Friday schedule, substitute the first through the fifth work days in the work week).

II.50 Overtime will be classified in two separate categories. One category will be "prearranged overtime," which is all overtime that is scheduled and advance notice is given to the employee. The second category will be "all other overtime," which excludes "prearranged overtime." Overtime shall be divided as equally as is practicable in these two separate categories among those qualified and available in each classification.

II.51 For the purpose of Call-outs and Prearranged Overtime, employees on shifts may be utilized to perform work that begins up to four hours before their shift begins, and/or work that begins up to four hours after their shift ends, without regard to the "Pre Arranged" or "All Other" Overtime lists.

II.52 All employees must adhere to a minimum Call-Out overtime response of 25% per quarter to be eligible for Pre-Arranged overtime assignments. Employees must have a minimum of eight (8) calls per quarter.

Relief

II.53 In transferring an employee from one shift to another, no loss in regular pay shall result. Except in emergencies, or where otherwise agreed upon by the parties hereto, an employee may be transferred from one shift to another with eight hours off duty between shifts with no overtime penalty. If the employee does not have eight hours off duty between shifts due to overtime assignments, then the employee shall receive pay according to the following formulas:

Time Between Shifts	Pay Calculation
6 hours, but less than 8 hours	3 hours at double time 5 hours at straight time
4 hours, but less than 6 hours	6 hours at double time 2 hours at straight time
Less than 4 hours	8 hours at double time

The above pay calculations do not apply to situations covered in Section II.53.

II.54 In providing for emergency relief for shift employees (as, for example, in case of illness) other employees from either rotating or regular shifts (and not necessarily working the same schedule of hours as the employee relieved) may be transferred to the relief duty and shall receive no overtime therefore, provided they have received at least sixteen hours' notice of the impending transfer to the relief duty and are not required to work in excess of an average of forty hours per week in any two weeks. Employees returning from sick, accident, or other unscheduled absence must give at least eight hours' notice before returning to work.

II.55 If an employee who is normally free on holidays relieves an employee whose shift permits no recognition of holidays, the employee shall receive double time pay for holidays worked during the first twenty-one calendar days of such relief, and after that period shall receive additional days off, or a vacation, as provided for in Section II.59.

Holidays

II.56 Regular employees shall be entitled to have the following holidays off with pay when they fall on a workday in the regular work week:

- Three (3) Floating Holidays*
- New Year's Day
- Martin Luther King, Jr. Day
- Third Monday in February (President's Day)
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday**
- Day before Christmas***
- Christmas Day

When one of these holidays falls on Sunday, the Monday following shall be a holiday.

When one of these holidays falls on Saturday, eligible employees shall receive one of the following at the Company's option:

- (1) A day off on the Friday before the Saturday holiday.
- (2) One day added to the employee's vacation.
- (3) The normal pay for working on a holiday.

*For employees who become Provisional on or after the ratification date of this agreement the following shall apply; provisional employees who become Regular employees during the calendar year will have prorated Floating Holidays according to the date they become a Regular employee and according to the following schedule: 3 Floating Holidays for employees who become a Regular employee between January 1 and March 31; 2 Floating Holidays for employees who became a Regular employee between April 1 and June 30; 1 Floating Holiday for employees who become a Regular employee between July 1 and September 30; and no Floating Holidays for employees who become a Regular employee after October 1. The Company may limit the number of employees who may be off on a floating holiday on any given day. In the scheduling of the floating holiday, consideration will be given to employees' requests consistent with the operating needs of the Company.

**This shall be a holiday for all employees; provided that so many employees as the Company may deem necessary to retain for work will not be given a holiday on that day, but in lieu thereof shall receive one of the following at the Employee's option:

- (1) Some other day to be specified by the Employee which would result in four consecutive days off.
- (2) One day added to the employee's vacation.
- (3) The normal pay for working on a holiday.

***The Day before Christmas holiday shall be observed on December 24, except when Christmas Day is on Saturday, Sunday, or Monday. If Christmas Day is on Saturday, the Day before Christmas shall be observed on the preceding Thursday and Christmas Day shall be observed on the preceding Friday. If Christmas Day is on Sunday or Monday, the Day before Christmas shall be observed on the preceding Friday and Christmas Day shall be observed on the Monday. However, the Company may deem it necessary to retain certain employees for work on the Day before Christmas. Such employees will not be given a holiday on that day, but in lieu thereof shall receive one of the following at the Employee's option:

- (1) The day before New Year's Day which shall be ascertained in the same manner as for the Day before Christmas above.
- (2) One day added to the employee's vacation.
- (3) The normal pay for working on a holiday.

II.57 All work on holidays mentioned in Section II.55, except such as may be done by shift employees (whose schedule permits no recognition of holidays) regularly scheduled for work on those days, shall be paid for at the rate of double time.

II.58 Work shall not be scheduled for employees or crews in those groups where such employees or crews take occasional Saturday work in rotation, on those Saturdays which are holidays. If one of these employees or crews is presumed to get Monday off by reason of having worked Saturday, and that Monday is a holiday, then the employee or crew shall have Tuesday off.

Vacation

II.59 Vacations with pay will be granted as follows:

A provisional employee receives no vacation allowance.

Employees hired into full time positions after July 18th of the year shall receive 5 days of vacation upon becoming a Regular Employee.

Employees hired into full time positions on or before July 18th of the year will receive the following vacation allowance:

Date Hired	Available Days of Vacation upon becoming a Regular Employee
Dec. 12 – of preceding year to Jan. 16 of vacation year incl.	5
Jan. 17 – Feb. 22, incl., of vacation year	4
Feb. 23 – March 30, incl., of vacation year	3
March 31 – May 6, incl., of vacation year	2
May 7 – June 11, incl., of vacation year	1
June 12 – July 18, incl., of vacation year	0

Regular Employees	Working Days Vacation
Regular employees having one year or more service as a regular employee as of July 1st.	10
Regular employees with five years or more of continuous service	15
Regular employees with 15 years or more of continuous service	20
Regular employees with 25 years or more of continuous service	25
Regular employees with 30 years or more of continuous service	30

Vacations will be granted throughout the year. In the scheduling of vacations, consideration will be given to employee requests consistent with the operating needs of the Company.

II.60 All shift employees who are regular employees whose shifts normally permit no recognition of holidays, shall be granted an additional vacation to the extent of holidays lost by reason

of such shift work as compared with other regular employees working a normal Monday to Friday work week. The number of such additional days of vacation shall be based on the holidays lost between the end of the vacation of the prior year and the end of the vacation of the current year. If the total vacation exceeds fifteen working days, only fifteen days need be consecutive, and any excess shall be allowed at other times at the mutual convenience of the Company and the employee. Employees entitled to more than ten days' vacation allowance will, in case the Company finds it impracticable to schedule more than fifteen days of such vacations, be given one day's pay (when mutually agreeable) for each day of vacation not granted.

The foregoing rule is not intended to discriminate against those employees who might be granted an "extended" vacation by reason of special rules of the Company.

II.61 In computing pay for vacation (or sick leave), employees who carry dual classifications shall be paid in proportion to the time worked at the different classifications during the year in question.

II.62 Upon termination of employment with the Company, an employee shall be paid for unused vacation allowance.

II.63 If an employee requests time off in addition to regular vacation, such request shall be granted at the employee's expense, provided it does not inconvenience the operation of the Company, or increase operating expense.

II.64 Vacation requests must be submitted between November 1st and January 31st inclusive. Vacation schedules shall be posted on or before April 1st, and no change in schedule shall be made without the mutual consent of both parties unless thirty days notice is given of such change.

An employee who resigns or is terminated shall have all unearned vacation that has been taken deducted from his or her final paycheck. If insufficient earnings are available in the final paycheck, the employee shall reimburse the Company for the amount of unearned vacation that has been taken.

II.65 Effective January 1st, 2005, employees may carryover unused normal vacation hours into the following year, provided said employee did not buy vacation for that year. Eligible unused vacation hours up to 40 will *automatically* be carried over into the following year. Unused vacation hours over 40, will automatically be paid out to employees in the 1st check of the following calendar year (or as soon thereafter as administratively possible). All carryover balances will be paid out upon retirement or termination.

Expenses

II.66 The payment for mileage allowance will be made according to IRS published recommendations.

An employee being temporarily assigned from one established headquarters to another established headquarters, as defined in Section II.5, may be furnished transportation at the Company's option, or they may receive the following payment:

If the distance from the employee's home does not exceed the distance from the employee's home to the employee's regular established headquarters, no payment will be received.

If the distance from the employee's home to the location of the temporary assignment at another established headquarters exceeds the distance from the employee's home to the employee's regular established headquarters, the employee will receive payment for the additional commuting time at the straight-time rate of pay calculated at two minutes for each additional mile plus the current mileage rate for each additional mile. In the event the additional round trip mileage is 15 miles or less, the minimum allowance will be 1/2 hour pay at the straight-time rate plus the current mileage rate for each additional mile.

An employee must submit statements for the additional distance, if any, traveled by the most direct route from the employee's place of residence to the location of the temporary assignment. Falsification of distances traveled will result in discipline up to and including discharge.

II.67 An employee reporting to a "Reporting Location" as defined in Section II.7 may receive the following allowances:

Mileage Zones:	0 - 9 miles =	\$10.00
	10 - 34 miles =	\$20.00
	35 + miles =	\$25.00

Any additional parking fee and bridge tolls incurred when proper receipts are submitted.

An employee must submit statements as to the mileage traveled by the most direct route from the employee's place of residence to the "Reporting Location." Falsification of distances traveled will result in discipline up to and including discharge.

Section II.65 shall not apply to employees who volunteer to report directly to a "Reporting Location."

An employee may request to be released from the "Reporting Location" requirement if an acceptable qualified employee can be substituted. Substitutes from the subject list of volunteers will have first preference.

II.68 Employees shall provide their own mid-shift meal on regularly scheduled workdays and when working prearranged overtime.

For work performed before or after a regularly scheduled shift:

A meal will be provided if work commences 1.5 hours or more before the start of the employee's regularly scheduled shift or prearranged overtime shift.

A meal will be provided if work continues for more than 2.0 hours after the end of the shift. Another meal will be provided if work continues for more than 5.5 hours after that meal, and another meal will be provided if work continues more than 6.5 hours after that meal.

Mealtimes on call-outs shall be provided using the foregoing rules:

For call-outs on an employee's scheduled day off, the employee's shift hours shall be considered the same as those on the employee's last regular workday. If an employee is changing shifts and is called-out after midnight on the day the shift change occurs, the employee's shift hours shall be the hours of the regular shift that day. If called-out before midnight, the shift hours shall be the same as those on the employee's last workday.

For purposes of meals, prearranged work on Saturday, Sunday, holidays or when an employee is scheduled to be off, shall not be scheduled to start before 5:00 a.m. Prearranged overtime work scheduled to begin before 5:00 a.m., other than regularly scheduled shifts, shall be considered a call-out for determining meal allowances.

These mealtimes are to be subject to variations so that employees engaged in overtime work will continue to perform such duties and operations as are required for proper service to the public.

The Company may provide meals at the times indicated above, unless the employees are released on or before the mealtime. Where it is not practical for the Company to provide such meals, the Company shall reimburse the employee \$10.00 as of 1/1/05 for such meal, regardless of whether it is breakfast, lunch or dinner.

II.69 Should an employee be away from headquarters more than one day on Company business, the Company shall provide the employee lodging and a sum of \$35.25 as of 1/1/98 per day for meals and expenses. Any sum in excess of these amounts must be paid by the employee or will be

deducted from the employee's paycheck. This sum will be paid when an employee is assigned a camp job and must be away from home overnight. The daily allowance will be paid each full day the Company requires the employee to work at the remote location. As an example, if an employee leaves on Monday and returns on Friday evening, after working a full day on Friday, the employee would receive \$176.25 as of 1/1/98 for meals and expenses. If, however, the employee does not work a full eight hours on the last day of the assignment, but returns to his or her headquarters at the normal quitting time, the employee would only receive the normal meals allowance, as specified in Section II.67, for two meals on that last day.

The Company shall endeavor to give at least one week's notice to employees who will be required to be away from their established headquarters for one week or more. Such notice shall not be required for emergencies or due to conditions caused by a customer, supplier or an act of God.

If an employee returns home on weekends, the allowance will not be paid for the weekend.

II.70 When traveling overnight for the purposes of training the following shall apply:

When traveling on a Saturday or Sunday, employees shall be paid at one half their normal straight time rate of pay. Travel time will begin upon departure from the employee's home airport and end with their direct arrival at their hotel or designated training facility. Upon returning, travel time will be considered from the time the employees leave their hotel or designated training facility until their arrival at their home airport. In no case shall an employee receive pay exceeding the equivalent of eight hours pay at straight time rates.

When traveling Monday through Friday the employee's appropriate rate of pay will be paid during normal working hours. If travel goes beyond normal working hours, the one half of straight time pay provision shall apply.

The company shall provide the employee lodging and reimburse the employee a sum of \$35.25 per day for meals and all other expenses.

While in training, a maximum 8 of hours per day will be paid at the appropriate straight time rates. (per April 18th, 2000 LOU)

II.71 A regular or provisional employee from an established headquarters who may be transferred at the Company's request to work at another established headquarters, necessitating a change in residence, will be allowed expense of board and lodging for twenty-one calendar days following such transfer.

A regular or provisional employee from an established headquarters who is transferred by Company request to another established headquarters and does not change the employee's place of residence will receive round trip mileage at the current mileage rate for 20 working days. The sum will be paid for the miles from the employee's place of residence to the established headquarters only if the distance traveled is further than the distance from the employee's place of residence and the original established headquarters. The sum paid is for a maximum of 20 working days and will not exceed the actual number of days the employee reported to the new headquarters if less than 20 working days.

II.72 A regular or provisional employee from an established headquarters who may be assigned to a camp job will be allowed expense of board and lodging for the period while so assigned. An employee shall be allowed travel time and furnished Company transportation at Company expense to and from the camp job on weekends in lieu of board and lodging, if no work is scheduled or contemplated for that weekend. An employee may elect to commute from the employee's place of residence to the camp job, but in no event will the employee be paid any expense over and above the cost of the board and lodging for the job, and the employee must furnish his/her transportation and must report for work at the designated starting time on each work day. Notification of election not to reside at the camp job must be given three work days prior to commencement of the assignment.

II.73 The Company may hire an employee at any established headquarters, and under such circumstances there will be no initial period of allowance or free board and lodging provided herein.

II.74 The Company will reimburse each employee required to obtain a Class A drivers license the difference between a Class C license (fee and the fee for the Class A, or other than Class C license) if such license is necessary for the employee to perform the employee's job. Reimbursement will not be made for any particular class of license, more frequently than once every four years.

Seniority

II.75 Promotion shall be based on seniority, ability and qualifications; ability and qualifications being sufficient, seniority shall prevail. The seniority referred to in this case is that seniority accumulated in the specific department or division thereof in which the promotion is to be made, unless otherwise agreed to by the parties hereto. Employees will be allowed to bid down or laterally once through their employment with the Company.

The departments or divisions referred to above are as follows:

Electric Transmission and Distribution Department:
Cathodic Protection Division
Headquarters Division
Line Division
Maintenance and Underground Division
Tests & Communications Division

Gas Department
Customer Service Field Division
Street Repair Division

Facility Management Department

Meter Reading Department

Stores Department (Logistics)

Support Services Department

Transportation and Shops Department:
Hazardous Materials Division
Shops Division
Transportation Division
Fleet Maintenance Division

The seniority of a journeyman shall begin at the time the employee is first rated as an apprentice, and if transferred temporarily after being apprenticed shall lose no seniority thereby.

Upon request, the Company shall make available current seniority lists for review by Employees.

II.76 A written bid for vacancy shall be posted within two working days in the department involved, and shall be considered open for two weeks. For the convenience of the Company, temporary assignments may be made for a period of thirty days until the bids are received and regular assignments are made. Employees shall not be required to exercise their seniority, but shall not sacrifice any future rights to bid on vacancies through failure to do so. Bids made for vacancies will be considered valid only for the current vacant position.

The Company and Union will collaboratively work to develop and implement an electronic on-line "Bid for Vacancy" system. The Company will provide the Union with a thirty (30) day notice of implementation.

II.77 Employees who bid and are awarded a job position will be precluded, for a period of 9 months, from bidding on any other job position. The 9-month period will commence from the bid closing date. This provision will in no way hamper an employee's normal progression in their new classification.

II.78 Employees who are accepted into the position have 30 calendar days from the start of training or break-in period to return to their previous classification. After the 30 day period, employees will have no right to return to their former classification(s).

II.79 All individuals entering one of the First Responder job positions below after December 17th, 2004, must live within forty-five miles of their assigned headquarters.

First Responder job positions:

1. Electric Troubleshooter
2. Relief Electric Troubleshooter
3. Fault Finding Specialist
4. Relief Fault Finding Specialist
5. Service Technician

II.80 Regular employees may request transfer only from the specific job classification they currently hold to the same job classification at another Company location. The opportunity to transfer will be offered first to those who have so requested, commencing with the one having the longest record of continuous service with the Company, provided their ability, experience, and qualifications are sufficient and equal. Not more than three Requests for Transfer by any one employee shall be kept on file at any one time.

The Company and Union will collaboratively work to develop and implement an electronic on-line "Request for Transfer" system. The Company will provide the Union with a thirty (30) day notice of implementation.

A Regular employee may request transfer from any job classification to the lowest position in another department or division. Regular employees classified as Laborers and Helpers may transfer to Helper positions in any department where Helper is the entry level position.

Requests for Transfer will only be considered valid for twelve months.

Employees who are forced transferred to another location may request a transfer to return to their original location. These transfer requests will be honored prior to any other transfer request on file to that location. Employees must resubmit a new transfer request each time the previous request expires in order to continue this preferential transfer provision. An employee may have only one preferential transfer request on file at a time and will forfeit the right if the employee refuses a transfer offer to the location on file.

II.81 Employees may be transferred to other departments, and if returned to their original department within two years will not lose their seniority rating. If assigned to another department for longer than two years, they may be returned to their original department with seniority based on that established at the end of the two-year period. The seniority of an employee who terminates and later is re-employed, shall start on the day the employee returns to work. These provisions do not apply if Section II.87 is applicable.

II.82 When hiring new laborers it shall be the general policy of the Company, as far as practicable, to assign these employees to the gas distribution crews. When additional regular or provisional employees are needed in other departments, laborers already on the payroll shall be given first consideration, provided they have registered with the personnel office and filled out the proper forms requesting transfer. Employees with the longest continuous service with the Company will be given preference provided they are qualified.

II.83 In the event there is a reduction in force from a classification, the junior employee(s), based on classification seniority in that classification, shall be reduced from the classification.

Such displaced employee(s) will then be assigned down to the next lowest classification in the department which (a) the employee(s) held on a regular basis and (b) the employee(s) has more departmental seniority than an employees(s) presently in that classification.

A reduction in force from this classification would result in the junior employee(s), based on classification seniority in this classification, being reduced from the classification in order to provide a position(s) for the previously reduced employee(s) with more departmental seniority.

This process would continue to the lowest classification in the department. Any reduction in force from this lowest classification would result in the junior employee(s), based on departmental seniority, being reduced from the classification and released from the department.

In the event a displaced employee(s) (a) has never held another classification in the department on a regular basis or (b) does not have more departmental seniority than an employee(s) in a classification previously held, the displaced employee(s) may be assigned elsewhere in the bargaining unit as provided below.

Such displaced employees(s) will then be assigned down to the next lowest classification in the bargaining unit which (a) the employee(s) held on a regular basis and (b) the employee(s) has more departmental seniority (as defined in Section II.74) than an employee(s) presently in that classification.

Again, a reduction in force from this classification would result in the junior employee(s), based on classification seniority in this classification, being reduced from the classification in order to provide a position(s) for the previously reduced employee(s) with more departmental seniority.

Again, this process would continue to the lowest classification in the department. Any reduction in force from this lowest classification would result in the junior employee(s), based on departmental seniority, being reduced from the classification and released from the department.

In the event a displaced employee(s) is unable to obtain a position utilizing any departmental seniority, the employee may utilize Company seniority to obtain a position in the Laborer classification. Any reduction in force from the Laborer classification would result in the junior employee(s), based on Company seniority, being reduced from the classification and released from the bargaining unit.

A displaced employee(s) assigned to a classification previously held on a regular basis must be able to perform the basic elements of the job within one week. If the employee(s) is unable to do so, the employee(s) will be assigned down to the next lowest classification as provided for in this procedure.

A displaced employee(s) assigned to another department shall retain the right to bid on the classification from which the employee(s) was displaced for a period of two years from such displacement date.

II.84 Employees with two or more years of service who are discharged in a reduction in force shall be given consideration for re-employment for a period of one year after their date of termination if job openings occur. If re-employed during that year, the employee will be reinstated with the credited service which the employee had accumulated at the time of his discharge. (Otherwise, the provisions of the next to the last sentence of Section II.80 will prevail.) Re-employment will be offered, as vacancies occur, in the job classification held by the employee on the date of termination. Persons will not be recalled to job classifications to which a Company employee has a superior promotional right.

Employees discharged under the above conditions shall keep Human Resources advised of their address. The Company shall notify former employees of offers of re-employment in writing by certified or registered mail to the last address on record. Offers will be withdrawn if not answered within five working days and/or if the person does not report for work within ten working days. Persons who reject an offer, or who fail to answer within five days, or who fail to report within ten days will no longer be eligible for rehire with reinstatement of seniority. Persons who are unable to accept an offer

because of a bona fide illness or injury may be retained on the list for reconsideration; however, no such injury or illness will be considered bona fide unless so diagnosed by a Company physician. The cost of such physical examination will be borne by the Company; but no travel or related costs will be paid or reimbursed by the Company.

II.85 No seniority shall be considered for an employee until the employee has been with the Company for **nine** months, but after serving this period seniority shall be computed from the date hired. The Union will not accept, nor process a grievance involving the termination of an employee as an unsatisfactory probationer during the first **nine** months of employment.

II.86 When it becomes necessary to determine the number of years, or the proportion of a year, that a regular employee has worked at a certain classification, and work therein has been intermittent, two hundred forty-one working days shall be taken as constituting a year's work in such computations.

II.87 Any employee selected for office in the Local Union which requires part or all of the employee's time, shall not lose seniority with the Company. It is understood that not more than two employees at one time will be granted leave of absence to accept such positions with the Union. Such leave shall be granted for one year at a time - such limitation being dependent on technological changes affecting the employee's job -and not to extend beyond the employee's normal date of retirement.

II.88 A bargaining unit employee who accepts a position out of the bargaining unit shall not accumulate seniority while occupying such position; such employee, if qualified, may be returned to a bargaining unit classification, at the option of the company, if a vacancy exists. An employee returning to a bargaining unit classification will retain only the seniority previously accumulated while a member of the bargaining unit.

II.89 Working Foremen and employees in charge of other employees must enforce all safety rules and regulations and ensure compliance by such employees.

II.90 Employees who fail twice to successfully complete an apprenticeship, training program or training requirements for a position will not be permitted to bid on the same position for six (6) months from the time they dropped out or were removed from the training/program. Additionally, employees who fail twice to successfully complete an apprenticeship, training program, or training requirements will not be permitted to be selected for training on any subsequent bid for the specific apprenticeship, training program or training requirements.

Safety

II.91 An employee shall not work on live high potential wires carrying more than 750 volts, unless assisted by another journeyman or a third-year apprentice, except in cases of emergency where lives may be in danger.

II.92 The company agrees to furnish such safety devices and first aid sets as may be needed for the safety of its employees, and the employees shall use them in the manner prescribed. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.

II.93 The Company shall establish a Safety Coordinator position at each location. The Union shall appoint one member at each district headquarters who, as the Safety Coordinator, shall act as a liaison between the Union and Company on safety issues.

II.94 Employees who have a combination of no doctors cases injuries, no preventable vehicle incidents and no safety violations within a calendar year will receive recognition in a manner to be determined by the company. The company will provide a list of eligible rewards available for recognition of achievement.

II.95 In all cases of a significant event: Firestorm, Earthquake, Heat Storm, Windstorm, etc the Company will take reasonable measures to utilize all available bargaining unit employees before any contractors.

Helicopter Operations

II.96 Appropriate Safety Rules and Work Method Guidelines shall be established and maintained by the Company to direct the utilization of helicopters to support Company operations. These guidelines shall be designed to maximize the efficiency of operations and safety of all personnel. All personnel involved with helicopter operations shall be familiar with and perform their jobs in compliance with these guidelines.

II.97 Employees whose job requires them to be transported by a helicopter shall receive \$10 a day premium for those days the employee is transported by a helicopter. This premium is in addition to regular pay.

Severance Pay

II.98 In the event of a change in control of the Company, the following provisions shall be applied:

A regular employee with four or more years of continuous service with the Company who is offered employment and required to move out of the existing service territory of the San Diego Gas & Electric Company and elects to terminate in lieu of accepting the position and moving, shall receive severance pay as indicated below or exercise the employee’s rights under Section II.82. The maximum severance pay will be 15 weeks’ pay. Severance allowance may be paid in a lump sum at the time of termination.

Years of Continuous Pay Service Completed	Weeks of Base
4 years but less than 6	4
6 years but less than 8	5
8 years but less than 10	6
10 years but less than 12	7
12 years but less than 14	8
14 years but less than 15	9
15 years but less than 16	10
16 years but less than 17	11
17 years but less than 18	12
18 years but less than 19	13
19 years but less than 20	14
20 years or more	15

Severance allowance shall include continuation of health and basic life insurance and accidental death and dismemberment insurance, at 50% of the employee’s annual salary, for the period of severance allowance or a lump-sum for the present value to the employee, at the employee’s option.

Apprentices and Student Engineers

II.99 Apprentices shall remain at their third-year rate until such time as openings occur for journeymen. An apprentice having served the apprenticeship shall not be removed in favor of a new apprentice until the former has been made a journeyman.

II.100 Before an apprentice may be classified as a journeyman the employee shall be first examined by the Local Union Examining Board and certain persons who may be designated by the Company, who will pass on the employee’s qualifications. This section shall not apply to apprentice power plant electricians.

II.101 Student engineers employed in the operating department shall, after three months' employment in any classification, be paid not less than the regular rate in that classification.

Vehicle Take Home Policy

II.102 The Company, at its option, may establish a take home vehicle policy for any work groups/department not currently utilizing a vehicle take home policy and as deemed necessary within the bargaining unit:

- 1) The "Vehicle Take Home Policy" will be voluntary in nature, with affected personnel given the option of participating or not participating.
- 2) Departments will provide the Local Union a thirty (30) day notification prior to implementing a "Vehicle Take Home Policy."
- 3) Personnel participating in this program shall sign on to the MDT's before the start of their respective shifts to determine their work areas for that day.
- 4) Employees shall be to their first job by the start of their shift. Those reporting later than fifteen (15) minutes after the start of their normal shift shall be considered in abuse of this agreement.
- 5) On days when safety meetings are scheduled, employees shall report to their assigned district no later than the start of their normal shift.
- 6) Employees pay will stop at the completion of their last assignment within their regularly assigned district or at the end of their normal shift, whichever is last. When loaned to a district farther from home than their regularly assigned district, employees pay will stop upon reaching the closest boundary of their regularly assigned district.
- 7) Employees will be allowed to commute to their place of residence, utilizing their assigned Company vehicle on their own time.
- 8) Pre-arranged and Call-Out overtime assignments will be handled per the Collective Bargaining Agreement.
- 9) An individual's privilege to participate in the "Vehicle Take Home Policy" will be immediately revoked should the Company finds abuse.

ARTICLE III – WORKING RULES FOR ELECTRIC TRANSMISSION AND DISTRIBUTION DEPARTMENT

General

III.1 Eight hours shall constitute a day's work, and employees shall normally report at headquarters in time to start at 7:00 a.m. The eight hours shall normally consist of four hours from 7:00 a.m. to 11:00 a.m., and four hours from 11:30 a.m. to 3:30 p.m. and five days, Monday to Friday, inclusive, shall constitute a week's work, except for special Saturday employees or crews as provided hereafter.

III.2 Three man crews shall consist of at least two journeymen (or one journeyman and a third-year apprentice), plus up to one employee in a lower classification, and shall include and be in the charge of a Working Foreman Electric

Four man crews shall consist of at least two journeymen (or one journeyman and a third-year apprentice), plus up to two employees in lower classifications, and shall include and be in the charge of a Working Foreman Electric.

An apprentice may be added to an existing four-man crew, and such crew will include and be in the charge of a Working Foreman Electric.

The job of Working Foreman Electric will be required to perform work on overhead and/or underground projects. Promotion to Working Foreman Electric shall be based on seniority, ability, and qualifications. Ability and qualifications being sufficient, seniority shall prevail. Seniority shall be based on date of indenture ship or date of hire as a journeyman.

There shall be an Administrative Foreman or Relief Administrative Foreman in charge of all larger field crews and Administrative Foreman or Relief Administrative Foreman shall not handle tools or do that class of work required of workers except in case of emergency. With respect to work in this department, this rule supplants Section III.5.

Employees in charge, including but not limited to Working Foreman or Lead Personnel shall have the ability to request additional personnel necessary for safe completion of an assignment.

III.3 If an employee bodily enters a manhole in service, there shall be an employee qualified in Vault Rescue in attendance at the surface, and at least one of such employees shall be a journeyman electrical worker.

III.4 The term "journeyman" or "journeyman electrical worker" as used in this Article, shall mean any electrical worker who has served the apprenticeship and has had at least three years' experience in one or more branches of the trade.

III.5 Whenever three journeymen are assigned to any one piece of work, one of the journeymen shall be rated as a Working Foreman Electric and shall be responsible for the work performed. If more than three journeymen are so employed, there shall be a foreman in charge of the work. If the work be hazardous, the foreman shall not handle tools or do the class of work required of workmen, except when in charge of two or less workmen, or in case of emergency. This section does not apply to journeyman power plant electricians.

III.6 The Standards of Apprenticeship as established by the Local Joint Apprenticeship Committee shall govern apprentices. Disputes over the selection of apprentices shall be subject to the grievance procedure provided in Article IX.

III.7 The duties which **line assistant** may properly perform shall be those specified by the memorandum which shall be on file with the Company and with the Local Union.

III.8 When opportunities for promotion occur in a particular division of the Electrical Distribution Department employees already in that particular division shall be given preference for such promotion.

III.9 Klein Kord safeties, or equivalent, shall be furnished by the Company.

III.10 Line Assistant positions will be bid company wide and individuals will be awarded the position on the basis of established physical requirements, aptitude and skills tests, acceptable work history and seniority.

1. Employees who are accepted into the position have 30 calendar days to return to their previous classification.
2. The bid may be used for 60 days after initial selection to award additional positions.
3. Employees who successfully enter and remain in the position will be guaranteed the opportunity to enter an apprentice lineman position within three years of entering position.
4. Line Assistants must accept the apprentice lineman position when offered. Refusal to accept the position will result in transfer to other work if available and the employee may not re-enter the Line Assistant program.
5. Employees accepted into the Line Assistant position may not bid other positions while in the program.
6. Line Assistant shall be selected for the Apprentice Lineman position based upon division seniority and acceptable performance.
7. Line Assistant may assist journeyman in completing their work and may not work on any energized equipment.
8. Line Assistants are required to obtain and maintain a Class "A" license and will not receive any upgrades for operating vehicles.

Overhead

III.11 All framing of poles on the job, in headquarters, or pole yards shall be done by journeyman linemen or third-year apprentices, who may be assisted by **line assistant**.

III.12 The erection of poles shall be done by regularly constituted line or pole crews. Every pole crew is to carry at least one journeyman lineman and either a Working Foreman Electric or a foreman, except that machine digging crews may drop poles (45' or less) into holes where only new construction is involved and where no hazard to life or property exists. The erection of bolted towers shall be done by regularly constituted line crews.

III.13 All service trucks shall be in charge of a journeyman electric worker who must be assisted by another journeyman or an apprentice or **line assistant**.

III.14 One two-man crew may be scheduled for Saturday work each week, such employees receiving Monday off instead of Saturday. If at any future date the extent of the Saturday work requires an additional crew, this crew may be added. Insofar as possible, the Saturday duty shall be rotated among those eligible for such duty.

III.15 All work on service wires and conduits, including customers' services, is to be done by journeymen electrical workers, assisted by apprentices or helpers where assistance is necessary.

III.16 There shall be three journeymen, or two journeymen and a third-year apprentice on four-man crews working on energized conductors of 750 volts or more, except in case of emergency.

III.17 An employee classified as a Working Foreman Electric in accordance with Section III.2 shall not be cut back to journeyman on any workday on which the employee has been given responsibility for a line truck and crew.

III.18 The Lineman in charge of and responsible for a two-man crew shall receive an upgrade per Exhibit "B".

III.19 If work is done by Linemen or Working Foremen in the Districts on 138 kV, 230 kV or 500 kV or energized 69 kV transmission lines, the Linemen or Working Foremen shall receive an upgrade per Exhibit "A" to the applicable rate.

Underground - Lead Covered

III.20 Journeymen Linemen & Working Foreman Electric qualifying for Underground Transmission and Lead related skills shall receive \$0.75 per hour as a special skills pay rate. Electrical workers other than those currently qualified to perform Lead and Underground Transmission work will, while assisting in the termination or splicing of lead covered cable or the termination or splicing of nonlead covered cable of 20,000 volts or above, or when making Cadwell splices on 15 kV cable shall receive seventy five (\$0.75) cents per hour in addition to their regular classification for a half-day in any half-day that the employee performs these duties. This additional sum is subject to the overtime premium.

Underground - Non-Lead Covered

III.21 The placing or pulling of non-lead covered underground cable (including cable in duct); the installation of associated transformers and switches; and the connection, splicing, and terminating using prefabricated splicing and/or terminating components shall be done by journeymen electrical workers assisted, where necessary, by persons classified as **line assistant**. The hand application of tape to cables rated below 6,000 volts shall be done by journeymen electrical workers assisted, where necessary, by persons classified as helpers. The hand application of tape to cable rated 6,000 volts or higher shall be done by underground working foremen or else by journeyman electrical workers who shall receive ninety (\$0.90) cents per hour in addition to their regular classification wage only for actual time for performing such duty. This additional sum is subject to the overtime premium. Routine switching and refusing operations, including the operation of load-break connectors, at any voltage shall require only one journeyman electrical worker, unless it is necessary to bodily enter a manhole or splice box in which case the provisions of Section III.3 will apply.

III.22 Installing metallic conduit to pull boxes or to main line switches and the fireproofing of cables where the relocation of primaries is not necessary, shall be done by journeymen electrical workers assisted by apprentices, **line assistant** and/or laborers. The relocation of primary cables shall be done by Working Foremen Electric assisted by journeymen electrical workers and others, as necessary. It is understood with respect to service duct runs that the cutting, threading, and placing ready for concreting of any metallic conduits shall be done by journeymen electrical workers assisted by helpers.

III.23 The inspection and testing and repairing or maintaining of underground equipment shall be done by two journeymen electrical workers (or one journeyman and a third-year apprentice) if live parts energized in excess of 750 volts are exposed in the course of the work. All work on energized parts of less than 750 volts can be done by a journeyman assisted by experienced **line assistant** or apprentice linemen.

III.24 On services in excess of 250 volts, Working Foremen Electric shall connect the Company's service to the customer's main line switch and/or the first point of feed of the customer's wiring supplied by the underground system. On services less than 250 volts, a qualified journeyman electrical worker may connect such services at the customer's first point of feed and at other points such as at junction boxes or pad mounted transformers except that where it is necessary to bodily enter a manhole or splice box to make such connections, two journeymen electrical workers (or one journeyman and a third-year apprentice) shall be present.

III.25 The installation of non-metallic junction boxes and ducts, and all splice boxes, handholes, and manholes shall require the presence of a journeyman electrical worker on the crew only if electrical conductors, transformers, meters, switches, capacitors, or regulators are being installed concurrently. However, the cutting of conduit with wire enclosed at the point of cutting shall be done by a journeyman electrical worker.

III.26 The Lineman in charge of, and responsible for, "rough-in trucks" manned by three or more employees, including the employee in charge, shall receive an upgrade per Exhibit "B". The Lineman in charge of, and responsible for, a two-man underground crew, shall receive an upgrade per Exhibit "B".

III.27 Two-man crews may not be assigned to perform energized work within manholes, primary cable work on pothead poles or energizing or de-energizing live front equipment on terminators, cable poles, switches, fuse cabinets and transformers. Work on the secondary side of a live front transformer shall not be restricted by this paragraph.

Electric Maintenance Shop

III.28 All transformer repairing and testing; winding coils, motors and transformers; repairing, constructing, and assembling of electrical equipment, maintaining, repairing and making additions to wiring systems, switchboards, switching equipment, and communication systems shall be done by journeymen electrical workers assisted by electrician assistants, apprentices and helpers.

III.29 The Electrician in charge of and responsible for a two journeyman electrician field crew will receive an upgrade per Exhibit "B". This does not apply to Electricians working within the property of Kearny Electric Maintenance.

III.30 Helpers shall be responsible for issuing material, transformers, and supplies from the transformer and cable yards; filtering oil; and supervising and cleaning and painting of transformers and the storing of transformer oil. The helper assigned to painting transformers with a spray gun shall receive additional compensation in the amount of \$0.10 per hour for the actual time so engaged.

III.31 Employees working in the shop shall be under the supervision of a Shop Foreman, Supervisor, or Working Foreman at all times.

III.32 Employees may be employed as laborers in the maintenance shop for a six months' trial period after which they shall be either promoted to helper, transferred to other work, or discharged.

III.33 Not more than three helpers and/or laborers shall be under the oversight of any one journeyman.

III.34 Shop mechanics' work shall consist of maintenance work on shop tools and equipment, and other work as assigned which is not journeymen electricians' work.

III.35 Three-man and four-man field crews consisting of two journeymen (or one journeyman and a third-year apprentice) plus one or two employees in lower classifications, shall include and be in the charge of a Working Foreman Substation. Three-man and four-man field crews consisting of three journeymen, plus one employee in a lower classification, shall include and be in the charge of a Working Foreman Substation. There shall be a foreman in charge of all larger field crews, and such foreman shall not handle tools or do that class of work required of workmen except in case of emergency. With respect to work in this department this rule supplants III.5.

Electrician Assistants

III.36 Electrician Assistant positions will be bid giving first preference to Maintenance and Underground Division employees. Individuals will be awarded the position on the basis of established physical requirements, aptitude tests, acceptable work history and seniority. The bid may be used for 60 days after initial selection to award additional positions. (all sections per December 2nd, 1999 LOU)

III.37 Employees accepted into the Electrician Assistant position may not bid other positions while in the program. Employees who successfully enter and remain in the position will be guaranteed the opportunity to enter an apprentice electrician position within three years of entering the electrician assistant position.

III.38 Electrician Assistants shall be selected for the Apprentice Electrician position based upon seniority within the Electrician Assistant classification, acceptable historical performance and sufficiency of qualifications. Electrician Assistants must accept the Apprentice Electrician position when offered. Refusal to accept the position will result in removal from the Electrician Assistant position and transfer to other work if available. The employee may not re-enter the Electrician Assistant program.

III.39 Electrician Assistants may assist Journeymen in completing their field work. They may work without Journeyman oversight on tools or apparatus in the Electric Maintenance Shop for which they have been previously qualified by a Journeyman. They may not work on any energized equipment.

III.40 Electrician Assistants are required to obtain and maintain a Class "A" license and will not receive any upgrades for operating vehicles.

Tests and Communications

III.41 Journeyman Meter Testers may connect wires from the meter loops to the meter, and from the service to the meter, when such service wires have already been installed.

III.42 Journeyman Meter Testers may test lighting and power meters when the installation is under 600 volts A.C. potential.

III.43 When work is unavailable within the Meter Tester classification, Meter Testers may be assigned to Turn On or Meter Service Person tasks for which appropriate training has been provided.

III.44 Four-man field crews, consisting of two journeymen (or one journeyman and a third-year apprentice), plus two employees in lower classifications shall include and be in the charge of a Working Foreman – Meter Test Electrician. Four-man field crews consisting of three journeymen plus one employee in a lower classification shall include and be in the charge of a Working Foreman – Meter Test Electrician. There shall be a foreman in charge of all larger field crews and such foreman shall not handle tools or do that class of work required of workmen except in case of emergency. With respect to work in this group, this rule supplants III.5.

III.45 Fifty percent of the positions available for the newly created position of Single Phase Meter Technician will be from the Meter Reading Department. The remaining fifty percent will be filled through a company-wide bid. Successful bidders must pass the applicable aptitude test currently required of the Apprentice Electric Meter Tester classification.

Employees assigned to the position of Single Phase Meter Technician will be given first consideration for the position of Apprentice Electric Meter Tester on a Company-wide bid.

Electric Troubleshooters

III.46 Troubleshooters will work an eight-hour day, five days per week (or ten days on, followed by four days off, at the Company's option).

III.47 When Troubleshooters are called out and discover primaries are down, they shall be required to cut lines in the clear only, and service shall be restored by line crews, except where the circuit can be de-energized, in which case the troubleshooters may de-energize the circuit and make the repair.

III.48 The Company may, at its option, establish eight-hour work shifts for troubleshooters in any district.

III.49 Troubleshooter shift schedules will be posted semi-annually. Such shift schedules will not be changed without 30 days' notice.

ETS Boundaries:

III.50 "Sister Districts" will be established that will allow Electric Troubleshooters to work in an adjacent district during normal working hours and on an emergency. Per this agreement normal working hours will be defined as 7:00 a.m. – 3:30 p.m. For scheduling of prearranged overtime and in call out situations, all existing procedures for Electric Troubleshooters shall apply. In the event there is an after hours emergency, and more than one Electric Troubleshooter is required, an Electric Troubleshooter can cross into the "Sister District". The home district Electric troubleshooters will be called out and will relieve the out of district troubleshooter.

Under terms of this agreement the Electric Troubleshooters pay will advance to a rate of \$44.00/hr, currently, and be subject to any negotiated base increase established between the parties as a result of the 2008 negotiations.

Also, per this agreement, the Electric Troubleshooters vehicles will be equipped with turn by turn navigation devices that have wireless capabilities.

These "Sister Districts" will be defined as follows:

North Coast & Northeast
North Coast & Beach Cities
Beach Cities & Metro
Metro & Eastern
Eastern and Beach Cities

The parties agree to meet and upon mutual agreement, may establish additional and/or remove existing "Sister Districts". Additional training will be provided by the Company, to the Electric Troubleshooters so as to aid in the familiarization of "Sister District" equipment.

Relief Troubleshooters and Fault Van Crew Members

III.51 Any Relief Troubleshooter not currently working as a Troubleshooter or scheduled to work in the District that is being asked for assistance, can be temporarily assigned to work in any District providing that all Permanent and Relief Troubleshooters in the District needing assistance have been asked to work and are not available.

This provision shall be subject to any and all agreements, provisions, and language concerning temporary assignments (e.g. Section II.65).

III.52 An employee in a bid relief position is required to take shifts when assigned. Failure to do so will result in their being removed from the relief position and being disqualified from bidding on the bid relief position at issue for two years. If returned to the bid relief position at issue, a second instance of failing to accept the shift assignment will result in permanent disqualification from the position.

Relief Troubleshooters and Fault Van Crew Members offered promotion to permanent positions in their district are required to accept the position. Failure to do so will result in their being removed from the relief position and being disqualified from bidding on the applicable Relief Troubleshooter or Fault Van Crew member position for two years. After returning to the Relief Troubleshooter or Fault Van Crew member position, a second instance of failing to accept a permanent position will result in permanent disqualification from the applicable position. Affected employees will be required to declare their Home District upon ratification of this Agreement. Home Districts may be re-declared if the affected employee moves his place of residence subsequent to the original declaration.

Relief Troubleshooters will not be eligible for crew call outs or pre-arranged overtime or upgrades when filling assigned shifts. Fault Van members will not be eligible for crew call outs, prearranged overtime or upgrades during the scheduled work week.

Vehicle Operators

III.53 Vehicle Operators shall be rated as Special Equipment Operator or Vehicle Operator A.

III.54 Class A operators shall mean those employees regularly employed to operate vehicles requiring a Class "A" California Drivers License, or rated above 26,000 lbs. GVWR.

III.55 Those employees in the following job titles driving construction vehicles not requiring a class "A" California Drivers License shall receive an upgrade per Exhibit "B" for actual time spent driving the vehicle with a minimum payment of two hours per day.

Apprentice Meter Tester 1st Year
Helper
Instrument Technician (Gas) C 1st Year
Laborer
Material Handler

III.56 Vehicle operators' day's work shall be from 7:00 a.m. to 11:00 a.m., and from 11:30 a.m. to 3:30 p.m., except that where necessary, in case of construction trucks, in order to load such trucks prior to the departing time and unload them after quitting time, such operators may be scheduled to work in excess of eight hours per day. Such excess time shall be paid at the rate of time and one-half for the actual time worked which is one-half hour per day as presently scheduled.

III.57 The provisions of this section likewise govern other rated employees who may drive construction trucks incidental to other work.

III.58 Relief vehicle operators shall take the rating of the vehicle operated.

III.59 It is understood that when bona fide vacancies occur for Class A vehicle operators, promotion shall eliminate the dual rate of the vehicle operator promoted.

Switching Center Operators

III.60 The hours of work shall normally be: from 11:00 p.m. to 7:00 a.m., from 7:00 a.m. to 3:00 p.m., and from 3:00 p.m. to 11:00 p.m. However, shifts may be instituted to such extent and at such hours as may be required in the Company's operations.

III.61 Overtime shall be divided as equally as it is practicable among those qualified and available in the classification in the area.

Relay Technicians

III.62 Relay inspecting and testing shall be done by relay technicians assisted by journeymen electrical workers where assistance is necessary.

III.63 Four-man field crews, consisting of two journeymen (or one journeyman and a third-year apprentice), plus two employees in a lower classification, shall include and be in the charge of a Working Foreman Substation. Four-man field crews consisting of three journeymen plus one employee in a lower classification shall include and be in the charge of a Working Foreman Substation. There shall be a foreman in charge of all larger field crews and such foreman shall not handle tools or do that class of work required of workmen except in case of emergency. With respect to work in this group, this rule supplants III.5.

Cathodic Protection

III.64 The Electrician (Gas Department), in charge of, and responsible for the, “Cathodic Protection Assistant”, shall receive an upgrade of (\$0.75) cents per hour in addition to their regular classification only for hours worked.

ARTICLE IV - WORKING RULES FOR GAS DEPARTMENT

Gas Distribution Crews

IV.1 Eight hours shall constitute a days' work and employees shall normally report at headquarters in time to start at 7:00 a.m. The eight hours shall normally consist of four hours from 7:00 a.m. to 11:00 a.m., and four hours from 11:30 a.m. to 3:30 p.m., and five days, Monday to Friday, inclusive, shall constitute a week's work.

IV.2 The gas distribution progression will be the following:

Laborer
Traffic Control Specialist
Equipment Technician
Gas Tech A
Locator
Welder
Working Forman (Gas)

Classification of, Mapmaker, would be grandfathered with all general wage increases until these positions are attrited.

Classification of Gas Helper, and Gas Technician B would be grandfathered with all general wage increases until these positions are attrited. Employees in these two (2) classifications will be given the opportunity to train up by Gas Department seniority to Gas Technician A prior to the conclusion of the term of this ratified agreement.

IV.3 The operation of pneumatic tools used by laborers shall be rotated among the laborers available on each crew as far as practicable.

IV.4 The employees acting in the capacity of vehicle operators for crews may be scheduled to work in excess of eight hours per day. This excess time shall be paid for at the time and one-half rate for the actual time worked which is one-half hour per day as presently scheduled.

IV.5 When a welder in a hole is welding on gas mains, the employee shall have a helper, or higher rated employee, in immediate attendance for the full period of such operation.

IV.6 An employee who has worked as a dual-rated welder for two or more years, shall not be cut back more than two pay grades except in the case of a general reduction in the work force which involves layoffs.

IV.7 All future bid notices for welders will require qualification in either gas welding or gas and arc welding, depending on the needs of the district as determined by management. The decision to train Gas Working Foreman as combination welders will also be at the discretion of management. All existing Welders who are gas and arc trained will maintain their dual certification. All existing Working Foreman who are gas and arc trained will have the choice to maintain their dual certification or relinquish their arc welding certification.

IV.8 New Welder positions will be assigned where opening exist.

IV.9 The duties which entitle an employee to the helper rate shall be those specified by the memorandum which shall be on file with the Company and with the Union.

IV.10 A helper who has worked at the Thereafter rate for two or more years shall not be cut back in rate except in the case of a general reduction in the work force which involves layoffs, or in the case of a demotion for cause, or in the case of a refusal to transfer.

IV.11 The welder in charge of, and responsible for, a two-man gas crew shall receive an upgrade per Exhibit "B".

IV.12 If more than five employees are assigned to a gas construction crew, the employee in charge shall be upgraded to Foreman. This does not include support employees unless specifically assigned to the gas construction crew for four or more continuous hours. Such upgrade will be for actual time.

IV.13 The Working Foreman (Plastic Pipe) rate shall be paid to the employee in charge of a three-man or four-man crew installing plastic pipe.

IV.14 Employees assigned to do arc welding shall receive additional compensation in the amount of sixty-five cents (\$0.65) per hour for **all hours worked**. This premium does not apply to Certified Welder or Certified Shop Welder.

IV.15 Street Repair personnel may be assigned to work with and under the direction of a Gas Crew Leader when Street Repair work is required as a part of the job that day. The combined crew shall complete Gas and Street Repair functions associated with the job. When involved in street repair work, the senior Street Repair employee on the crew will direct the activity and receive an upgrade to Working Foreman Street Repair for the actual time with a 2-hour minimum.

Gas crews may perform rough concrete work.

Two-man Street Repair crews may be used to perform small asphalt and concrete jobs. The senior employee on the crew will receive the an upgrade per Exhibit "B" for actual time spent.

The use of a particular tool does not determine whether an employee qualifies for the Concrete Finisher rate of pay.

Qualified gas personnel assigned to perform finished concrete work will be paid at the Concrete Finisher rate of pay. This rate of pay will be paid for the actual time finishing concrete.

IV.16 Upon ratification of the 1994 Amended Agreement, Street Repair employees will begin accruing Gas Department seniority and may bid on Gas Department positions using that seniority.

Preference on bids within Street Repair will be given to existing Street Repair personnel.

IV.17 Phase 5 qualifications will be accompanied by a series of training modules and tests for each gas classification. This qualification process will go into effect after the development of the training modules utilizing Union members as part of the Training Development Team for all gas classifications (Laborer through Working Foreman). Passing of all associated training and test will qualify an individual for each of the gas classifications based on seniority.

Traffic Control

IV.18 Traffic Control Specialist

Classification Definition

Traffic Control Specialist – provides traffic control support as the leader of a two-person team. Responsible for set-up of cones and delineators, conducting lane closures, set-up and operation of arrow-boards, traffic barricades and signs, and other aspects of traffic support.

If 3 or more persons are needed for Traffic Control, a Working Foreman-Gas (or a Welder upgraded to Working Foreman-Gas) will be added to run the crew.

Callouts & Pre-arranged OT

Callouts & Pre-arranged Overtime for 2-person traffic control will go to Laborers, Helpers (until phased out), Tech B's (until phased out), and Traffic Control Specialists. Once these options have been exhausted, Street Repair Laborers and Helpers (until phased out) could be added to the list on a voluntary basis.

Callouts & Pre-arranged Overtime for Gas Construction work will go to Gas Laborer, Helper (until phased out), Tech B (until phased out), Tech A, Welders, and Working Foremen-Gas.

Progression/Seniority

Traffic Control Specialists would be in the Gas Distribution Progression and they would accrue Gas Distribution Seniority.

Progression into the Traffic Control Specialist Position would come from the Laborer, Helper (until phased out) or Tech B (until phased out) positions.

Progression out of the Traffic Control Specialist Position would go to Tech A, Welder, or Locator (based on seniority)

Regulator Technician

IV.19 The Regulator Technician will receive fifty cents (\$0.50) per hour premium pay for actual time spent on construction, annual overhaul and repair of C.N.G. Stations to support the NGV Program. This premium is subject to overtime factors. The premium will not be paid for inspection or troubleshooting, etc. of C.N.G. Stations.

Compressor Stations

IV.20 The hours of work for shift employees shall be: From 11:00 p.m. to 7:00 a.m., from 7:00 a.m. to 3:00 p.m., and from 3:00 p.m. to 11:00 p.m. Employees in the above classification shall receive two consecutive days off per week.

IV.21 The hours of work for the maintenance crew shall be from 7:30 a.m. to 12 noon, and from 12:30 p.m. to 4:00 p.m.

IV.22 Helpers doing painting work on ladders, staging or in boatswain's chairs erected for the purpose of painting any structure shall receive additional compensation in the amount of \$0.14 per hour. Painting, when done from permanent walkways or platforms equipped with railings, does not entitle the employee to the increased rate.

Customer Service Field

IV.23 Eight hours shall constitute a day's work and employees shall normally report at headquarters in time to start at 7:30 a.m. The eight hours shall normally consist of four hours from 7:30 a.m. to 11:30 a.m., and four hours from 12:00 noon. to 4:00 p.m., and five days, Monday to Friday, inclusive, shall constitute a week's work. Such employees as are required for adequate service shall work Saturday and Sunday shifts, and shall have corresponding time off at straight time on Friday or Monday. Saturday and Sunday Shifts shall be rotated among the available employees or crews.

IV. 24 All adjustments of gas appliances, and the changing and setting of meters and house regulators, shall be done by Service Technicians, assisted by **Header Truck Assistant** when assistance is necessary.

IV.25 Personnel within the Meter Services Person classification may be assigned to perform all of the Turn On Person classification work. These tasks include, but are not limited to:

- A. Turning on/shutting off gas and electric meters;
- B. Changing out electric meters under the following conditions:
 - Obsolete meters
 - Damaged meters (non-hazardous situations only)
 - Residential meters, as part of the Random Sample Program, provided these are incorporated in their normal daily routing

- C. Changing gas meters (including changing glass and insulating link). Changing gas regulators, changing gas stopcocks, seasonal light-up work, restoration of service, adjustment of gas and air to main burners and pilots, and cleaning of lint from air mixers.
- D. Issuing follow-up orders for appliances requiring calibration or disassembly.

IV.26 After requirements of the job considered, Turn On Persons with at least 10 years of job seniority on the Turn On Person seniority list will be given their choice of vacations in order of seniority on such list. Job seniority will be based upon completion of 10/15 years of seniority on the job prior to July 1 of the current vacation year. All such vacation requests must be submitted by December 31.

The scheduling of vacations for all other Turn On Persons will be made in accordance with the Company's guidelines for vacation scheduling. (per J.J. Holley LOU)

IV.27 The parties agree that only one Service Tech per district will be allowed to take vacation October 1 through January 31. (per May, 1997 LOU)

IV.28 Bidding rights to the Header Truck Assistant classification are in the sequence of **75% Gas Department and 25% Meter Reading**. If insufficient bidders are established, **the remaining openings will be filled by Company wide bid within the bargaining unit.**

IV.29 Bidding rights to the Turn On Person classification are Relief Turn On Persons first. If insufficient bidders are established, the remaining bidding rights will be 50% Gas Department and 50% Meter Reading Department. If one group has less than 50% of the successful bidders, the other group can make up the difference before opening the bid to Company-wide.

IV.30 Bidding rights to the Meter Service Person classification are in the sequence of **Turn On Persons and then Header Truck Assistants**. If insufficient bidders are established, the remaining bidding rights will be 50% Gas Department and 50% Meter Reading Department. If one group has less than 50% of the successful bidders, the other group can make up the difference before opening the bid to Company-wide.

IV.31 Bidding rights to the Service Technician classification are in the sequence of **Meter Service Persons, Turn On Person and then Header Truck Assistant**. If insufficient bidders are established, the remaining bidding rights will be 50% Gas Department and 50% Meter Reading Department. If one group has less than 50% of the successful bidders, the other group can make up the difference before opening the bid to Company-wide.

IV.32 Helpers/Laborers volunteering to assist Customer Service Field during the peak season, may volunteer to be trained to perform Turn On Person duties at the Turn On Person rate of pay. Helpers/Laborers that perform only light-up duties will be paid at the Utility Service Specialist rate per Exhibit 'B'.

IV.33 Retired employees may be called in to help with the peak season between **September 1** and January 31. They may perform the duties that the Company qualifies them to perform. They will be limited to working an 8 hour shift, but may complete the job they are working on if it runs into overtime. They may be assigned a new job on overtime only when all regular employees in that classification have been offered overtime or in case of disasters/emergencies. There will be a limit of **30** retired employees on site as long as customers wait times for seasonal or appliance adjustments do not exceed 5 working days (Monday - Friday). Should wait times exceed 5 working days, additional retirees may be called in to work.

IV.34 Retirees may be called in to "backfill" for regular employees working on contract jobs (e.g., Camp Pendleton) as needed, not to exceed 1 call-in for each regular employee assigned to a contract job. Retirees will be released immediately upon termination or completion of the contract job. (per May, 1997 LOU)

IV.35 Bidding rights to Customer Service field will revert to **100% Gas Department as a result of the depletion of the Meter Reading department.**

IV.36 Personnel within the Meter Service Pearson and the Header Truck Assistant classification may be assigned to perform the task of changing out Gas Stopcocks.

IV.37 The Service Technician, in charge of, and responsible for, "Header Truck" manned by two or more employees, including the employee in charge, shall receive an upgrade of (\$0.75) cents per hour in addition to their regular classification only for hours worked.

ARTICLE V - WORKING RULES FOR TRANSPORTATION AND SHOPS DEPARTMENT

General

V.1 The transportation and shops divisions shall be considered separately for the purpose of promotional seniority. Separate seniority lists shall be made up for the transportation and shops divisions of the department, and shall show the date each employee entered the department, and shall be posted when this agreement takes effect. These lists shall be posted in each division of the department, and kept up-to-date at all times.

Transportation

V.2 Vehicle operators shall be rated as "Special Equipment Operator" or "Vehicle Operator A."

V.3 Class A operators shall mean those employees regularly employed to operate vehicles requiring a Class "A" California Drivers License, or rated above 26,000 lbs. GVWR.

V.4 Those employees in the following job titles driving construction vehicles not requiring a class "A" California Drivers License shall receive a premium upgrade per Exhibit "B" for actual time spent driving the vehicle with a minimum payment of two hours per day.

Auto Parts Handler C
Fleet Service Attendant
Helper
Laborer
Material Handler

V.5 Vehicle operators' hours of work shall be from 6:30 a.m. to 10:30 a.m., and from 11:00 a.m. to 3:00 p.m.

V.6 Relief vehicle operators shall take the rating for the vehicle operated, provided that if it is necessary for a regular Class "A" operator to operate a vehicle not classified as Class A or rated below 26,000 lbs. GVWR, the employee shall not have wages reduced. Temporary work shall be understood to mean a tour of duty of less than thirty calendar days.

Temporary relief assignments for transportation personnel in district operations will usually, but not necessarily, be made in the district involved using the senior qualified employee available in that district. Transportation Division seniority on a company-wide basis will govern for promotions, if ability and qualifications are sufficient.

Special Equipment Operator positions within Project Construction will be bid accepting only those fully qualified at the time of bid to operate backhoes and bobcats. Selection will first be from Transportation and Shops seniority unit, then on a Company-wide basis.

Special Equipment Operator's assigned to Project Construction will maintain seniority within the Transportation and Shops Division.

V.7 Swampers on heavy duty pole delivery trucks, whose pay rate is lower than VOA, shall receive a premium upgrade per Exhibit "B" for a minimum of two hours.

V.8 At least 50 percent of the required number of employees to put all the available Special Equipment in operation shall be rated Special Equipment Operators.

At least 50 percent of the required number of employees to put all the available Class A equipment in operation shall be rated class A operators.

It is understood that when bona fide vacancies occur for Class A or Special Equipment Operators, promotion shall eliminate the dual rate of the vehicle operator promoted, and the employee shall be subject to rate reduction on the basis as stated in Section V.6.

V.9 Special Equipment Operators must accept training when it is available, and successfully qualify on all pieces of special equipment for which they are trained. Failure to qualify on any one piece of special equipment at their assigned headquarters, after receiving training, will result in removal from the classification of Special Equipment Operator.

Fleet Maintenance Department

V.10 Mechanical work in the garage shall normally be done by Fleet Maintenance Technicians. When Fleet Technician Assistants or Fleet Service Attendants are required they shall work under the direction of the employee in charge of the job.

V.11 The line of progression in Fleet Maintenance shall be Fleet Service Attendant, Fleet Technician Assistant, Fleet Maintenance Technician, Field Mechanic, District Auto Mechanic, and Working Foreman (Garage).

V.12 The Fleet Service Attendant position will perform duties such as fueling vehicles, checking fluid levels, performing oil changes and lubrications, changing tires, delivering parts and vehicles and driving between locations. **When a Class A vehicle is operated off company property, the operator will receive VOA pay for the time incurred or a minimum of two (2) hours upgrade, whichever is greater.**

V.13 District Mechanics can oversee no more than four employees (including themselves).

V.14 Working Foreman shall be responsible for the work performed by five or more employees.

V.15 **The Fleet Working Foreman test results will be valid for a period of two (2) years from the date the employee successfully completes the testing.**

V.16 Fleet Technician Assistants successfully completing all requirements will be promoted to the position of second year Fleet Maintenance Technician, per the terms of the 1998 Agreement. (per proposal of 2/26/99)

V.17 Fleet will provide ongoing quality technical training for repair personnel where required as an ongoing effort to raise the quality of repair and maintenance of the fleet.

V.18 When notified, the Company will replace a Mechanic's hand tools when broken or worn out, as determined by the Company, if utilized during the course of normal business. The employer agrees to furnish all specialized mechanical tools used for the conduct of normal business in the maintenance and repair of its fleet vehicles.

V.19 **In Fleet Maintenance when transferring between available Day or Night shifts in the same classification, in the same garage, the first opportunity will be given to the employees with the most Company seniority. Employees who are forced transferred at the same garage will receive the first right of refusal where opening exists for a period of two (2) years.**

V.20 **Fleet Maintenance Call-Out procedures**

General

In responding to Call-outs and scheduled overtime, these procedures shall be used in order.

Should the first step be unsuccessful, proceed to the next step. In all cases, record the time calls are made, responses received and/or messages left, and reasons for not responding to call-outs.

Some issues including key access to yards, garages and vehicles as well as particular skills needed, will have to be resolved at the time the call-out is handled.

The San Diego Gas & Electric Fleet Field Mechanic territory will consist of two regions; North and South.

The North Region consists of the following districts: Orange County OC, North Coast OC, Northeast OC and Ramona OC.

The Southern Region will encompass the following Districts or Operation Centers: Kearny Miramar OC, Beach Cities OC, Metro OC and Eastern OC/Mt. Empire OC.

The current Fleet dispatch map of the Field Mechanic's district areas shall be utilized.

FOR MECHANICAL SERVICE DURING FIELD MECHANICS NORMAL DAYTIME WORKING HOURS:

Field Service:

Call the Field Mechanic in the area of the breakdown.
Call the Field Mechanic in an adjacent district starting with the district closest to where the assistance is needed and working to the farthest district.

In-yard Service:

Call the Field Mechanic or the Day Mechanic in the home district.
Call the Field Mechanic in the adjacent Districts.

In-yard Fueling:

Same as Field Service

Field Fueling:

Call the Field Mechanic in the area of the needed service.
Call the Fleet Mechanic in an adjacent district starting with the district closest to where the assistance is needed and working to the farthest district.

FOR MECHANICAL SERVICE DURING THE GARAGE NIGHTSHIFT WORKING HOURS:

Field Service:

Call the Fleet Working Foreman in the area the service is needed.
Call the Fleet Working Foreman in an adjacent district closest to where the assistance is needed.

In-yard Service:

Same as Field Service

Fueling:

Same as Field Service

FOR MECHANICAL SERVICE AFTER HOURS:

Field Service:

Call the Field Mechanic in the area the service is needed.
Call the Field Mechanic in an adjacent district starting with the district closest to where the assistance is needed and working to the farthest district.
In the event all Field Mechanics in the districts are unavailable the Fleet Maintenance Technician call-out overtime list shall be utilized in the affected district and then working to the farthest district.

In-yard Service:

Use the same procedure as the Field Service.

Fueling:

Use the same procedure as the Field Service.

FOR PREARRANGED OR SCHEDULED OVERTIME: work other than normal maintenance or repair performed in the district of OC.

Field Service:

The assigned Field Mechanic will be from the district or OC requesting the Field Mechanic.

In the event the Field Mechanic is unavailable or declines the assignment, the Fleet Technician from the same district or OC will be used (based on department seniority).

Hazardous Materials

V.21 The Hazard Substance Specialist, in charge of, and responsible for the, “Environmental Operations Assistant”, shall receive an upgrade of (\$0.75) cents per hour in addition to their regular classification only for hours worked.

ARTICLE VI - WORKING RULES FOR STORES DEPARTMENT

VI.1 Overtime shall be equalized for all qualified storeroom employees at a specific location. When only one employee is required to report from the employee's home to the place of work under call-out conditions, the employee will be paid at the minimum of the Lead Stockkeeper rate of pay. If more than one employee is called and required to work in the same storeroom under call-out conditions, only one employee shall receive the Lead Stockkeeper rate.

VI.2 Material Handlers will receive a premium upgrade per Exhibit "B" if temporarily replacing a Material Scheduler or when promoted to Material Scheduler. However, no one, after the effective date of this Agreement, who is not grandfathered with the previous rate for the Material Scheduler job, would receive more than Material Scheduler Thereafter when temporarily assigned or promoted to the Material Scheduler job.

VI.3 The Auto Crane operators in the storeyards shall be rated as "Special Equipment Operators" for the actual time engaged in such work.

VI.4 Personnel entering or being promoted into any Stores classification will be required to obtain and maintain a California Class "A" drivers license.

VI.5 When driving a Class "A" vehicle, Stores personnel will receive an upgrade per Exhibit "B"-for time spent operating the vehicle, to and from the assignment, with a minimum payment of two hours per day.

ARTICLE VII - WORKING RULES FOR METER READING DEPARTMENT

VII.1 A seniority list shall be made up for the employees in this department, and shall be posted when this agreement takes effect.

VII.2 Employees who carry the "Relief Turn On Person" classification will receive the Turn On Person rate when performing Turn On Person tasks.

VII.3 Call-In Meter Readers shall be permitted to bid on full-time Meter Reader positions. Selection shall be based on their qualifying date as a Call-In Meter Reader. When Call-In Meter Readers are successful bidders, they shall be given credit for hours worked for determining their appropriate rate.

VII.4 Unless agreed to by the parties, there shall be no limit for Call-In Meter Readers on the premise at any one time.

VII.5 Call-in Meter Readers may work up to 2,000 hours per calendar year.

VII.6 Call-in Meter Readers may not transfer or bid out of the Call-In Meter Reader position until they have worked two rotations of 850 hours or one rotation of 1,500 hours as a Call-In Meter Reader. (per January 28th, 2000 LOU)

VII.7 Beginning in 1999, employees working over 1,000 hours in a calendar year will receive pension and 401k benefits.

VII.8 Meter Readers will be allowed "early release" after 7 hours on the clock, provided that they complete their assignment for the day.

VII.9 If a route is audited and found to be too long, the requester will be compensated with overtime, for the amount of time the route is found to be too long, from the date of the audit request. (Per existing practice, a meter reader must read a route for three months before an audit request will be accepted.)

VII.10 Regular Meter Readers hired before March 18, 1999 may bid on lower level positions or a job at the same rate using their company seniority. Qualifications being sufficient as determined by the hiring supervisor, seniority shall prevail.

VII.11 Regular Meter Readers hired before March 18, 1999 may use their company seniority to bid on positions in the Gas Department, Electric T&D Department, Transportation and Shop Department and the Stores Department. Qualifications being sufficient as determined by the hiring supervisor, seniority shall prevail.

VII.12 Laborers and Helpers hired before March 18, 1999 will maintain their department seniority over Meter Reader company seniority.

VII.13 In case of a reduction in force, Meter Readers may not use their company seniority to displace Laborers unless they have held the Laborer classification.

VII.14 In the event of a reduction in force, Meter Readers hired after March 18, 1999 will not be able to use company seniority to secure a position in the laborer classification.

VII.15 A Full Time Meter Reader effected as a result of Smart Metering will be provided provisions noted within the "Letter of Understanding" dated, September 26, 2008. All current full time Meter Readers shall, on the date of ratification (October 10, 2008) be placed within the Gas Department for seniority purposes.

ARTICLE VIII - WORKING RULES FOR SUPPORT SERVICES DEPARTMENT

VIII.1 Work shall normally be from 6:30 a.m. to 3:30 p.m. with a lunch period. However, flexible work schedules can be instituted by mutual consent of both parties (Crew Dispatchers and Local Supervision) without penalty or premium. Overtime provisions will not apply unless the crew dispatcher works more than eight working hours.

VIII.2 Current methods to relieve district crew dispatchers for breaks, vacations, sick days off and any personal days taken will remain in effect.

VIII.3 When bidding the crew dispatcher position, management will continue to establish qualifications for the position. The bid will be posted company-wide (all SDG&E employees), however first consideration will be given to those employees who are qualified and normally relieve the crew dispatchers on a regular basis. (per December 11th, 2003 LOU)

ARTICLE IX - NEGOTIATION AND ARBITRATION

IX.1 The Company and the Local Union agree to meet and deal with each other through their duly accredited officers and committees, representing the parties hereto, on matters relating to hours, wages, seniority, and promotions within the classifications scheduled in Exhibit "A" hereof, demotions, discriminations, discharges, and lay-offs not made in accord with seniority, and compulsory transfers from one department to another.

IX.2 Any employee, steward, together with such committee as may be necessary, may present a grievance regarding the interpretation, application of this agreement or disciplinary action taken by the Company directly to the supervisor or through the authorized representative of the Local Union to the manager of the department involved. There is no responsibility on the part of the Company to accept for adjustment or to adjust a grievance which is presented after ten working days from the date of the occurrence which is the basis for the grievance.

If no settlement is reached in this step, the grievance shall be presented in writing to the Manager/Director of the Department by the steward or the authorized representative of the Local Union within ten days of the supervisor's decision.

The manager/director of the department shall render a decision within a reasonable period. If no settlement is reached in this step, the grievance shall be presented in writing to the appropriate Vice President, or designee, within ten working days after the departmental decision has been rendered.

Within ten working days from receipt of such grievance, the Manager of Labor Relations shall investigate the grievance and, with such Company representatives as may be deemed necessary, shall meet with the authorized representative of the Local Union, who may be accompanied by a committee of the employees of the Company, to endeavor to settle the grievance.

The Company and the Local Union may refer disciplinary and non-disciplinary grievances to a Mediator from either the Federal Mediation and Conciliation services or the State of California Conciliation Service for a final and binding resolution so long as both parties jointly agree to do so in writing prior to initiating the Mediation. This option is not intended to replace or eliminate the formal arbitration process set forth in Article IX.5.

In case of failure to agree, the matter in dispute shall be submitted within the next ten working days to a mediator from either the Federal Mediation and Conciliation Service or the State of California Conciliation Service, as jointly agreed upon by both parties. If the mediator fails to effect an agreement between the parties, the Union may refer the case to arbitration. Any such referral must be made within 30 calendar days of the date of the mediation.

The resolution of a timely grievance at any of the steps shall be final and binding on the Company, Union and grievant, except that, a resolution at a step below the third step, while final and binding, does not set precedent in future instances for either the Company or the Union, or may not be referenced or used in any other proceeding including arbitration, unless mutually agreed to by representatives of the Labor Relations Department and the Union Business Manager.

Failure of either party to abide by the time limits set forth in this section shall result in a forfeiture of the grievance (without prejudice) to the other party, provided, however, that the parties may extend said time limits by mutual agreement.

IX.3 Any differences that may arise between the Company and the Local Union concerning wage reviews at dates specified in the agreement, or concerning amendments to the agreement at any termination date, which the representatives of the Company and the Local Union are unable to settle, shall be submitted, at the request of either party to arbitration. The Company and the Local Union agree that the decision of the arbitrator shall be final and binding on both parties.

IX.4 Each party shall bear the expense of preparing and presenting its own case. The expense of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

IX.5 Procedures for Selection of Arbitrators

The parties agree to select a panel of arbitrators to which grievances will be submitted.

The panel shall consist of 14 arbitrators.

The panel will be selected in the following manner:

- ◆ Company and Union will each submit names of arbitrators to the other. Any arbitrator agreed to by both parties will be on the panel.
- ◆ If Company and Union are unable to agree on 14 arbitrators, a list of arbitrators affiliated with the National Academy of Arbitrators for Southern California shall be obtained. The Company and the Union shall then have alternate strikes from that list until the number of arbitrators needed to complete the panel remain on the list. Those remaining arbitrators shall become members of the panel.
- ◆ Individual arbitrators may be removed from the panel unilaterally by either Company or Union after one year.
- ◆ Neither party may unilaterally remove more than two arbitrators from the panel in any calendar year.
- ◆ No arbitrator may be removed from the panel unilaterally once the arbitrator has been selected to hear a particular grievance until all proceedings associated with the grievance have been concluded and the time allowed by law or agreed to by the parties to confirm, correct, or vacate the arbitrator's award has passed.
- ◆ The selection, retention, and/or removal of arbitrators shall be confidential.
- ◆ If the number of arbitrators on the panel falls below 14, the procedures set forth above shall be used to select a number of arbitrators sufficient to comprise a full panel of 14.

An arbitrator for a grievance shall be selected from the panel in the following manner:

- ◆ Within 5 days of a grievance being moved to arbitration, the parties will meet to select an arbitrator.
- ◆ The names of 7 arbitrators from the panel shall be drawn randomly and shall comprise the "case panel." The Company and Union shall alternatively strike names from the case panel until one name remains, who shall be the arbitrator. The party striking first shall be decided by a coin toss.

The Company and Union agree to jointly advise the arbitrator in writing of his/her retention.

If an arbitrator is unwilling or unable to serve, a new arbitrator shall be chosen from a new case panel.

The Company and Union will jointly advise the arbitrator that his/her decision is required within 30 days after receipt of closing arguments or briefs.

After 10 arbitrations have been completed under this procedure, either party may notify the other in writing that it no longer wants to use it. Should this occur, the parties will resume using the procedure set forth in the Amended Agreement in effect on March 1st, 1994.

ARTICLE X - TERM

This agreement shall take effect on the 1st day of **September 2008**, for the period from the 1st day of **September 2008**, to the last day of **August 2011**, inclusive, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other at least 60 days prior to the annual anniversary date requesting that the agreement be canceled.

If not canceled, as above provided, then this agreement shall continue in effect from year to year; however, it is further provided that if either party desires to amend the agreement as of any anniversary date, then it shall so notify the other party in writing at least 60 days prior to that anniversary date. If a notice of amendment has been filed with either party by the other then this agreement shall remain in full force and effect until an amended agreement is concluded.

It is understood between the parties that the current provisions of the contract between the parties allows either party to provide written notice of cancellation. Such notice must be provided at least sixty days prior to the expiration date of the Agreement or the annual anniversary of the contract if it has been extended by mutual agreement.

If the above amendments include revision of wage rates, then such newly established wage rates shall be effective on September 1st of the year involved for those employees who retire on or after September 1st, 2008 and those active employees on the payroll on the date this agreement is executed.

During the term of the agreement, employees' base wages shall be adjusted per Exhibit "A".

Agreed to this 10th day of October, 2008.

SAN DIEGO GAS & ELECTRIC

IBEW LOCAL UNION #465

James J. Boland
Director – HR & Labor Relations

John C. Hunter
Business Manager, Local 465

James L. Freymiller
Principal Labor Relations Advisor

Marty Hunter
Assistant Business Manager, Local 465

Bruce E. Zelasko
Senior Labor Relations Advisor

Christopher Simmons
President, Local 465

Vic Gonzales
Manager –Skills Training Center

Dale Reeh
Committee Member

Alan Marcher
Manager – C&O – Orange County

Joseph Pounds
Committee Member

Cedric Williams
Manager Gas Distribution

David Goodman
Committee Member

Will Speer
Operation & Engineering Mgr

Michael O'Malley
Committee Member

Michael Heskett
Committee Member

EXHIBIT "A"

ELECTRIC TRANSMISSION AND DISTRIBUTION DEPARTMENT

CATHODIC PROTECTION DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Cathodic Protection Assistant			
A Level	<i>27.87</i>	<i>28.85</i>	<i>29.86</i>
B Level	<i>25.02</i>	<i>25.89</i>	<i>26.80</i>
C Level	<i>24.32</i>	<i>25.17</i>	<i>26.05</i>
Electrician	<i>35.24</i>	<i>36.47</i>	<i>37.75</i>

HEADQUARTERS DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Distribution System Operator			
1 st year	<i>38.44</i>	<i>39.98</i>	<i>41.58</i>
2 nd year	<i>43.86</i>	<i>45.62</i>	<i>47.44</i>
Thereafter	<i>46.33</i>	<i>48.19</i>	<i>50.11</i>
Distribution System Operator, Apprentice			
1 st six months	<i>27.96</i>	<i>28.94</i>	<i>29.95</i>
2 nd six months	<i>30.16</i>	<i>31.21</i>	<i>32.31</i>
3 rd six months	<i>32.77</i>	<i>33.91</i>	<i>35.10</i>
4 th six months	<i>38.44</i>	<i>39.98</i>	<i>41.58</i>
Distribution System Operator – Trainee (Lineman)			
1 st six months	<i>43.03</i>	<i>44.76</i>	<i>46.55</i>
2 nd six months	<i>43.70</i>	<i>45.44</i>	<i>47.26</i>
Upon completion of training	<i>46.33</i>	<i>48.19</i>	<i>50.11</i>
Distribution System Operator – Trainee (Substation Electrician)			
1 st six months	<i>40.20</i>	<i>41.61</i>	<i>43.06</i>
2 nd six months	<i>40.85</i>	<i>42.28</i>	<i>43.76</i>
Upon completion of training	<i>46.33</i>	<i>48.19</i>	<i>50.11</i>
Distribution System Operator – Trainee (Troubleshooters)			
Upon completion of training	<i>46.33</i>	<i>48.19</i>	<i>50.11</i>
Distribution System Operator – Trainee (Working Foreman)			
Upon completion of training	<i>46.33</i>	<i>48.19</i>	<i>50.11</i>

ELECTRIC TRANSMISSION AND DISTRIBUTION DEPARTMENT

HEADQUARTERS DIVISION (cont'd)

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Patroller (Electric)			
1 st year	25.88	26.79	27.73
2 nd year	26.35	27.27	28.23
Thereafter	27.87	28.85	29.86
Transmission System Operator			
1st year	38.44	39.98	41.58
2nd year	43.86	45.62	47.44
Thereafter	46.33	48.19	50.11
Working Foreman – System Operator	47.32	49.21	51.18

LINE DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Fault Finding Crew Member	44.28	46.06	47.90
Fault Finding Specialist	44.99	46.79	48.66
Line Assistant			
1 st year	22.30	23.08	23.88
Thereafter	22.71	23.51	24.33
Line Checker			
1 st year	28.71	29.71	30.75
Thereafter	29.27	30.30	31.36
Lineman	42.90	44.61	46.39
Lineman (Transmission)	45.61	47.43	49.33
Lineman, Apprentice			
1 st six months	29.20	30.22	31.28
2 nd six months	30.17	31.22	32.32
3 rd six months	30.75	31.82	32.94
4 th six months	32.54	33.67	34.85
5 th six months	34.14	35.34	36.57
Thereafter	35.35	36.59	37.87
Operator Washer	42.59	44.08	45.62
Radio Inspector	45.76	47.59	49.49
Special Equipment Operator			
1 st year	29.27	30.30	31.36
Thereafter	30.30	31.36	32.46
Transmission Equipment Operator - Construction			
1 st year	30.11	31.16	32.25
Thereafter	31.12	32.21	33.33

ELECTRIC TRANSMISSION AND DISTRIBUTION DEPARTMENT

LINE DIVISION (cont'd)

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Transmission Equipment Operator - Washer			
1 st year	<i>29.27</i>	<i>30.30</i>	<i>31.36</i>
Thereafter	<i>30.30</i>	<i>31.36</i>	<i>32.46</i>
Troubleshooter	<i>45.76</i>	<i>47.59</i>	<i>49.49</i>
Working Foreman - Electric Distribution	<i>46.44</i>	<i>48.30</i>	<i>50.23</i>
Working Foreman - Electric Transmission	<i>48.31</i>	<i>50.24</i>	<i>52.25</i>

MAINTENANCE AND UNDERGROUND DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Electrician, Apprentice			
1 st six months	<i>28.07</i>	<i>29.06</i>	<i>30.07</i>
2 nd six months	<i>29.03</i>	<i>30.05</i>	<i>31.10</i>
3 rd six months	<i>29.58</i>	<i>30.62</i>	<i>31.69</i>
4 th six months	<i>31.30</i>	<i>32.39</i>	<i>33.52</i>
5 th six months	<i>32.84</i>	<i>33.99</i>	<i>35.18</i>
Thereafter	<i>34.05</i>	<i>35.24</i>	<i>36.47</i>
Electrician Assistant			
1 st year	<i>19.10</i>	<i>19.77</i>	<i>20.47</i>
2 nd year	<i>22.29</i>	<i>23.07</i>	<i>23.88</i>
Thereafter	<i>22.72</i>	<i>23.51</i>	<i>24.33</i>
Hazardous Material Technician	<i>27.87</i>	<i>28.85</i>	<i>29.86</i>
Painter	<i>29.27</i>	<i>30.30</i>	<i>31.36</i>
Patroller (Transmission)			
1 st year	<i>30.30</i>	<i>31.36</i>	<i>32.46</i>
Thereafter	<i>31.24</i>	<i>32.34</i>	<i>33.47</i>
Relay Specialist	<i>46.33</i>	<i>48.19</i>	<i>50.11</i>
Relay Technician			
A Level	<i>44.62</i>	<i>46.41</i>	<i>48.26</i>
B Level	<i>42.05</i>	<i>43.73</i>	<i>45.48</i>
C Level	<i>41.29</i>	<i>42.94</i>	<i>44.66</i>
Shop Mechanic			
1 st year	<i>24.32</i>	<i>25.17</i>	<i>26.05</i>
2 nd year	<i>25.88</i>	<i>26.79</i>	<i>27.73</i>
Thereafter	<i>28.71</i>	<i>29.71</i>	<i>30.75</i>
Special Equipment Operator			
1 st year	<i>29.27</i>	<i>30.30</i>	<i>31.36</i>
Thereafter	<i>30.30</i>	<i>31.36</i>	<i>32.46</i>

ELECTRIC TRANSMISSION AND DISTRIBUTION DEPARTMENT

MAINTENANCE AND UNDERGROUND DIVISION (cont'd)

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Substation Electrician	<i>40.89</i>	<i>42.53</i>	<i>44.23</i>
Substation Equipment Operator			
1 st year	<i>29.27</i>	<i>30.30</i>	<i>31.36</i>
Thereafter	<i>30.30</i>	<i>31.36</i>	<i>32.46</i>
Working Foreman - Electric Maintenance Shops	<i>43.32</i>	<i>45.05</i>	<i>46.85</i>
Working Foreman - Substation	<i>43.32</i>	<i>45.05</i>	<i>46.85</i>

TESTS AND COMMUNICATION DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Communications Technician	<i>40.61</i>	<i>42.03</i>	<i>43.50</i>
Electrical Instrument Technician			
1 st year	<i>35.02</i>	<i>36.24</i>	<i>37.51</i>
2 nd year	<i>38.17</i>	<i>39.50</i>	<i>40.89</i>
Thereafter	<i>38.78</i>	<i>40.14</i>	<i>41.54</i>
Electrician	<i>35.24</i>	<i>36.47</i>	<i>37.75</i>
Electronic Control Tech – Power Delivery	<i>40.58</i>	<i>42.00</i>	<i>43.47</i>
Meter Technician, Single Phase	<i>25.02</i>	<i>25.89</i>	<i>26.80</i>
Meter Test Electrician	<i>38.78</i>	<i>40.14</i>	<i>41.54</i>
Meter Tester, Apprentice			
1 st six months	<i>27.29</i>	<i>28.25</i>	<i>29.23</i>
2 nd six months	<i>28.21</i>	<i>29.20</i>	<i>30.22</i>
3 rd six months	<i>28.78</i>	<i>29.79</i>	<i>30.83</i>
4 th six months	<i>30.42</i>	<i>31.48</i>	<i>32.59</i>
5 th six months	<i>31.91</i>	<i>33.03</i>	<i>34.18</i>
Thereafter	<i>33.05</i>	<i>34.20</i>	<i>35.40</i>
Meter Tester, Electric Not trained up (formerly 24B)	<i>36.36</i>	<i>37.64</i>	<i>38.95</i>
Meter Tester, Electric Fully trained (formerly 25B)	<i>38.17</i>	<i>39.50</i>	<i>40.89</i>
Working Foreman – Electric Meter Shop	<i>38.43</i>	<i>39.77</i>	<i>41.17</i>
Working Foreman – Meter Test Electrician	<i>40.94</i>	<i>42.37</i>	<i>43.86</i>

GAS DEPARTMENT

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Collector			
1 st six months	14.87	15.39	15.93
18 months	16.14	16.71	17.29
Thereafter	17.58	18.20	18.83
Collector, Senior			
1 st year	21.53	22.29	23.07
2 nd year	22.71	23.51	24.33
3 rd year	24.32	25.17	26.05
Thereafter	25.88	26.79	27.73
Collector, Senior *			
1 st year	20.59	21.31	22.05
2 nd year	22.30	23.08	23.88
3 rd year	23.51	24.33	25.18
Thereafter	25.02	25.89	26.80
Compressor Operator			
1st year	28.69	29.69	30.73
2nd year	30.12	31.17	32.26
Thereafter	35.66	36.91	38.20
Dispatcher Specialist			
1 st six months	27.87	28.85	29.86
2 nd six months	29.27	30.30	31.36
2 nd year	31.24	32.34	33.47
Thereafter	33.01	34.16	35.36
Diver	60.06	62.16	64.33
Electrician	35.24	36.47	37.75
Equipment Technician	25.88	26.79	27.73
Equipment Utilityman A (Ramona)	27.87	28.85	29.86
Fitter (Miramar)	26.35	27.27	28.23
Gas/UG Technician A	26.35	27.27	28.23
Gas/UG Technician B	24.32	25.17	26.05
Inspector A			
1 st year	31.80	32.91	34.06
2 nd year	33.01	34.16	35.36
Thereafter	34.64	35.86	37.11
Inspector B			
1 st year	31.24	32.34	33.47
2 nd year	31.80	32.91	34.06
Thereafter	33.01	34.16	35.36

* Entering classification after 2/24/03

GAS DEPARTMENT (cont'd)

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Instrument Control Technician (Gas)	37.21	38.51	39.86
Instrument Technician (Gas) – A			
1 st year	33.01	34.16	35.36
Thereafter	34.64	35.86	37.11
Instrument Technician (Gas) – B	31.24	32.34	33.47
Instrument Technician (Gas) – C			
1 st year	24.32	25.17	26.05
2 nd year	26.35	27.27	28.23
Thereafter	28.71	29.71	30.75
Locator	29.48	30.66	31.89
Mapmaker	25.88	26.79	27.73
Mechanic (Gas)			
1 st year	30.30	31.36	32.46
Thereafter	31.80	32.91	34.06
Mechanic, Apprentice (Gas)			
1 st year	25.02	25.89	26.80
2 nd year	25.88	26.79	27.73
3 rd year	27.87	28.85	29.86
Thereafter	28.71	29.71	30.75
Meter Repair Specialist A	31.24	32.34	33.47
Meter Repair Specialist B			
1 st year	24.32	25.17	26.05
2 nd year	26.35	27.27	28.23
Thereafter	28.71	29.71	30.75
Patroller (Gas)			
1 st year	26.35	27.27	28.23
2 nd year	27.87	28.85	29.86
Thereafter	28.71	29.71	30.75
Regulator Technician			
1 st year	30.52	31.75	33.02
2 nd year	33.25	34.57	35.96
Thereafter	34.89	36.29	37.74
Regulator Technician Assistant			
A Level	28.08	29.20	30.37
B Level	25.20	26.21	27.26
C Level	24.50	25.48	26.49

GAS DEPARTMENT (cont'd)

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Shop Mechanic			
1 st year	24.32	25.17	26.05
2 nd year	25.88	26.79	27.73
Thereafter	28.71	29.71	30.75
Traffic Control Specialist	01/01/09 24.00	24.84	25.71
Welder (Gas)			
1 st year	26.71	27.78	28.89
2 nd year	29.78	30.97	32.21
Thereafter	32.34	33.64	34.98
Welder (Gas & Shops Certified)	33.95	35.31	36.72
Working Foreman (Gas)	37.10	38.58	40.12
Working Foreman (Gas & Shops Certified Welder)	36.75	38.22	39.75
Working Foreman (Plastic Pipe)	30.30	31.36	32.46

CUSTOMER SERVICE FIELD DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Appliance Mechanic	33.36	34.69	36.08
Appliance Mechanic (G&E)	27.71	27.99	28.97
Header Truck Assistant	24.50	25.48	26.49
Meter Service Person	29.48	30.66	31.89
Service Technician			
1 st year	28.34	29.47	30.65
2 nd year	30.05	31.25	32.50
3 rd year	31.11	32.36	33.65
Thereafter	32.39	33.69	35.04
Turn On Person	28.71	29.71	30.75

GAS DEPARTMENT

STREET REPAIR DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Concrete Finisher	25.88	26.79	27.73
Special Equipment Operator			
1 st year	29.27	30.30	31.36
Thereafter	30.30	31.36	32.46
Street Repair Specialist (Formerly Vehicle Operator A)			
1st Year	26.35	27.27	28.23
Thereafter	27.87	28.85	29.86
Working Foreman (Street Repair)	30.30	31.36	32.46

FACILITY MANAGEMENT DEPARTMENT

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Facility Mechanic A	33.01	34.16	35.36
Facility Mechanic B	31.24	32.34	33.47
Carpenter	30.30	31.36	32.46
Electrician	35.24	36.47	37.75
Gardener	21.00	21.21	21.95
Locksmith	28.71	29.71	30.75
Painter	29.27	30.30	31.36
Working Foreman (Facilities)	37.17	38.47	39.81

METER READING DEPARTMENT

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Meter Reader			
1st six months	20.97	20.97	20.97
Next 12 months	22.13	22.13	22.13
Next 12 months	23.47	23.47	23.47
Thereafter	26.24	26.24	26.24
Meter Reader ****			
1st 12 months	13.58	13.58	13.58
Next 12 months	13.99	13.99	13.99
Next 12 months	16.54	16.54	16.54
Next 12 months	19.36	19.36	19.36
Thereafter	20.97	20.97	20.97

**** Entering the classification after March 18, 1999

STORES DEPARTMENT

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Material Handler			
1 st six months	22.30	23.08	23.88
Next 12 months	22.71	23.51	24.33
Next 12 months	24.32	25.17	26.05
Thereafter	26.35	27.27	28.23
Material Handler*			
1 st six months	20.59	21.31	22.05
Next 12 months	21.53	22.29	23.07
Thereafter	22.30	23.08	23.88
Material Scheduler			
1 st Year	25.88	26.79	27.73
2 nd Year	26.35	27.27	28.23
Thereafter	29.27	30.30	31.36
Receiving / Shipping Clerk	29.27	30.30	31.36
Stockkeeper, District	31.24	32.34	33.47
Stockkeeper, Lead	28.71	29.71	30.75

* Entering the classification after March 18, 1999

SUPPORT SERVICES DEPARTMENT

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Collections Support Person, Field			
1 st six months	<i>16.49</i>	<i>17.06</i>	<i>17.66</i>
Next 12 months	<i>17.44</i>	<i>18.05</i>	<i>18.68</i>
Next 12 months	<i>18.34</i>	<i>18.99</i>	<i>19.65</i>
Next 12 months	<i>19.30</i>	<i>19.98</i>	<i>20.68</i>
Thereafter	<i>21.18</i>	<i>21.92</i>	<i>22.69</i>
District Crew Dispatcher			
1st six months	<i>22.11</i>	<i>22.88</i>	<i>23.68</i>
2nd six months	<i>23.02</i>	<i>23.82</i>	<i>24.65</i>
2nd year	<i>24.90</i>	<i>25.77</i>	<i>26.68</i>
3rd year	<i>26.76</i>	<i>27.70</i>	<i>28.66</i>
4th year	<i>28.64</i>	<i>29.64</i>	<i>30.68</i>
5th year	<i>30.51</i>	<i>31.58</i>	<i>32.69</i>
Thereafter	<i>33.01</i>	<i>34.16</i>	<i>35.36</i>

TRANSPORTATION & SHOPS DEPARTMENT

HAZARDOUS MATERIALS DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Environmental Operations Assistant			
1st six months	<i>17.58</i>	<i>18.20</i>	<i>18.83</i>
2nd six months	<i>19.10</i>	<i>19.77</i>	<i>20.47</i>
3rd six months	<i>20.59</i>	<i>21.31</i>	<i>22.05</i>
4th six months	<i>21.53</i>	<i>22.29</i>	<i>23.07</i>
5th six months	<i>22.30</i>	<i>23.08</i>	<i>23.88</i>
Thereafter	<i>22.71</i>	<i>23.51</i>	<i>24.33</i>
Hazardous Substance Specialist			
1 st year	<i>25.88</i>	<i>26.79</i>	<i>27.73</i>
2 nd year	<i>27.87</i>	<i>28.85</i>	<i>29.86</i>
Thereafter	<i>31.24</i>	<i>32.34</i>	<i>33.47</i>
Laboratory Technician			
1 st year	<i>26.07</i>	<i>27.11</i>	<i>28.20</i>
2 nd year	<i>28.08</i>	<i>29.20</i>	<i>30.37</i>
3 rd year	<i>29.48</i>	<i>30.66</i>	<i>31.89</i>
Thereafter	<i>31.47</i>	<i>32.73</i>	<i>34.04</i>
Working Foreman, Day (Haz Mat)	<i>34.99</i>	<i>36.21</i>	<i>37.48</i>
Working Foreman, Night (Haz Mat)	<i>33.33</i>	<i>34.50</i>	<i>35.70</i>

TRANSPORTATION & SHOPS DEPARTMENT

SHOPS DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Machinist			
1 st year	30.30	31.36	32.46
Thereafter	31.80	32.91	34.06
Machinist, Apprentice			
1 st year	25.02	25.89	26.80
2 nd year	26.35	27.27	28.23
Thereafter	28.71	29.71	30.75
Mechanic, Maintenance	30.30	31.36	32.46
Mechanic, Sheet Metal	29.27	30.30	31.36
Shop Mechanic			
1 st year	24.32	25.17	26.05
2 nd year	25.88	26.79	27.73
Thereafter	28.71	29.71	30.75
Welder (Shops)	30.52	31.75	33.02
Shops Assistant	26.35	27.27	28.23
Welder, Certified Shop	33.30	34.63	36.02
Working Foreman (Welding Shop)			
1st year	33.33	34.66	36.04
Thereafter	34.98	36.38	37.83

TRANSPORTATION DIVISION

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Auto Parts Handler A	28.92	30.08	31.28
Auto Parts Handler B			
1 st year	25.88	26.79	27.73
Thereafter	27.87	28.85	29.86
Auto Parts Handler C			
1 st year	19.10	19.77	20.47
2 nd year	20.59	21.31	22.05
3 rd year	21.53	22.29	23.07
4 th year	22.30	23.08	23.88
5 th year	22.71	23.51	24.33
6 th year	23.51	24.33	25.18
Thereafter	24.32	25.17	26.05
Auto Parts Handler, Lead			
1 st year	30.52	31.75	33.02
Thereafter	31.47	32.73	34.04

TRANSPORTATION & SHOPS DEPARTMENT

TRANSPORTATION DIVISION (cont'd)

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Fleet Helper (Operations)			
1 st year	<i>14.87</i>	<i>15.39</i>	<i>15.93</i>
2 nd year	<i>16.14</i>	<i>16.71</i>	<i>17.29</i>
3 rd year	<i>17.58</i>	<i>18.20</i>	<i>18.83</i>
4 th year	<i>19.10</i>	<i>19.77</i>	<i>20.47</i>
5 th year	<i>20.59</i>	<i>21.31</i>	<i>22.05</i>
6 th year	<i>21.53</i>	<i>22.29</i>	<i>23.07</i>
7 th year	<i>22.30</i>	<i>23.08</i>	<i>23.88</i>
Thereafter	<i>22.71</i>	<i>23.51</i>	<i>24.33</i>
Fleet Maintenance Technician			
1 st year	<i>26.81</i>	<i>27.88</i>	<i>28.99</i>
2 nd year	<i>27.33</i>	<i>28.42</i>	<i>29.56</i>
3 rd year	<i>29.78</i>	<i>30.97</i>	<i>32.21</i>
4 th year	<i>31.42</i>	<i>32.67</i>	<i>33.98</i>
Thereafter	<i>32.37</i>	<i>33.67</i>	<i>35.01</i>
Fleet Service Attendant			
1 st year	<i>12.92</i>	<i>13.44</i>	<i>13.97</i>
2 nd year	<i>13.55</i>	<i>14.09</i>	<i>14.66</i>
3 rd year	<i>14.17</i>	<i>14.74</i>	<i>15.33</i>
Thereafter	<i>14.98</i>	<i>15.58</i>	<i>16.20</i>
Fleet Technician Assistant			
1 st year	<i>20.59</i>	<i>21.31</i>	<i>22.05</i>
2 nd year	<i>21.53</i>	<i>22.29</i>	<i>23.07</i>
3 rd year	<i>22.30</i>	<i>23.08</i>	<i>23.88</i>
Thereafter	<i>22.71</i>	<i>23.51</i>	<i>24.33</i>
Mechanic, District Auto	<i>33.01</i>	<i>34.16</i>	<i>35.36</i>
Mechanic, Field	<i>32.94</i>	<i>34.26</i>	<i>35.63</i>
Special Equipment Operator			
1 st year	<i>29.27</i>	<i>30.30</i>	<i>31.36</i>
Thereafter	<i>30.30</i>	<i>31.36</i>	<i>32.46</i>
Vehicle Operator A			
1 st year	<i>26.35</i>	<i>27.27</i>	<i>28.23</i>
Thereafter	<i>27.87</i>	<i>28.85</i>	<i>29.86</i>
Working Foreman (Auto Paint Shop)	<i>31.24</i>	<i>32.34</i>	<i>33.47</i>
Working Foreman (Garage)			
1 st year	<i>34.31</i>	<i>35.68</i>	<i>37.11</i>
Thereafter	<i>36.01</i>	<i>37.45</i>	<i>38.95</i>

COMPANY-WIDE CLASSIFICATIONS

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Helper			
1 st year	<i>17.58</i>	<i>18.20</i>	<i>18.83</i>
2 nd year	<i>19.10</i>	<i>19.77</i>	<i>20.47</i>
3 rd year	<i>20.59</i>	<i>21.31</i>	<i>22.05</i>
4 th year	<i>21.53</i>	<i>22.29</i>	<i>23.07</i>
5 th year	<i>22.30</i>	<i>23.08</i>	<i>23.88</i>
6 th year	<i>22.71</i>	<i>23.51</i>	<i>24.33</i>
7 th year	<i>23.51</i>	<i>24.33</i>	<i>25.18</i>
Thereafter	<i>24.32</i>	<i>25.17</i>	<i>26.05</i>
Helper****			
1 st year	<i>14.87</i>	<i>15.39</i>	<i>15.93</i>
2 nd year	<i>16.14</i>	<i>16.71</i>	<i>17.29</i>
3 rd year	<i>17.58</i>	<i>18.20</i>	<i>18.83</i>
4 th year	<i>19.10</i>	<i>19.77</i>	<i>20.47</i>
5 th year	<i>20.59</i>	<i>21.31</i>	<i>22.05</i>
6 th year	<i>21.53</i>	<i>22.29</i>	<i>23.07</i>
7 th year	<i>22.30</i>	<i>23.08</i>	<i>23.88</i>
Thereafter	<i>22.71</i>	<i>23.51</i>	<i>24.33</i>
Laborer***			
1 st year	<i>14.87</i>	<i>15.39</i>	<i>15.93</i>
2 nd year	<i>16.14</i>	<i>16.71</i>	<i>17.29</i>
3 rd year	<i>17.58</i>	<i>18.20</i>	<i>18.83</i>
4 th year	<i>19.10</i>	<i>19.77</i>	<i>20.47</i>
5 th year	<i>20.59</i>	<i>21.31</i>	<i>22.05</i>
Thereafter	<i>21.53</i>	<i>22.29</i>	<i>23.07</i>
Laborer*****			
1 st year	<i>12.83</i>	<i>13.28</i>	<i>13.74</i>
2 nd year	<i>13.45</i>	<i>13.92</i>	<i>14.41</i>
3 rd year	<i>14.07</i>	<i>14.56</i>	<i>15.07</i>
4 th year	<i>14.87</i>	<i>15.39</i>	<i>15.93</i>
5 th year	<i>16.14</i>	<i>16.71</i>	<i>17.29</i>
Thereafter	<i>17.58</i>	<i>18.20</i>	<i>18.83</i>

*** Hired after June 18, 1984

**** Hired after October 3, 1994

EXHIBIT "B" – RELIEF RATES

Job Position	Hourly Rate Effective Date		
	9/1/08	9/1/09	9/1/10
Lead Dispatcher Specialist	34.64	35.86	37.11
Lineman (In Chg 2-Man Crew)	44.28	46.06	47.90
Lineman (In Chg Rough-In Truck)	44.99	46.79	48.66
Lineman, Transmission (In Chg 2-Man Crew)	46.34	48.20	50.13
Material Scheduler	29.27	30.30	31.36
Operator Washer (In Chg 2-Man Crew)	43.97	45.50	47.10
Relief Turn-On Helper	27.87	28.85	29.86
Street Repair Crew Leader	28.71	29.71	30.75
Substation Electrician (In Chg 2-Man Crew)	41.29	42.94	44.66
Swamper	21.00	21.21	21.95
Utility Service Specialist	25.02	25.89	26.80
Vehicle Operator A (from Thereafter rates)	27.87	28.85	29.86
Vehicle Operator B (from Thereafter rates)	21.00	21.21	21.95
Welder (In Chg 2-Man Crew)	33.95	35.31	36.72
Working Foreman (Digging Crew)	28.71	29.71	30.75
Working Foreman (Fleet Ops)	31.80	32.91	34.06

SICK LEAVE AGREEMENT

This Agreement made as of the 11th day of June, 1973, between San Diego Gas & Electric Company, herein called "Company," and Local Union No. 465, of the International Brotherhood of Electrical Workers, herein called "Union,"

Witnesseth:

Whereas, Company has a sick leave plan which has applied to Company employees for many years, and

Whereas, Section I.11 of the Amended Agreement between the Company and the Union has provided in part as follows:

"Nothing in this agreement shall be construed as cause for the Company to abrogate or reduce the scope of any plan or rule beneficial to the employees existing at the time of the adoption of this agreement with respect to...sick leave..."

and,

Whereas, Union is desirous of having such sick leave plan included in an Agreement with the Company and

Whereas, Company has no objections to such sick leave plan being included in such Agreement,

Now, therefore, it is hereby agreed by and between said parties as follows:

Key provisions of the Company sick leave plan for Union-represented employees are as follows:

General

1. The allowance of sick leave with pay is for regular employees only. There must be a good-faith basis for the application for, and approval of any such compensation since it is not intended to be used to cover time lost as a result of excessive indulgence or hazardous pastimes. Sick leave will not be allowed when absence is due to, willful misconduct, or any injury incurred while self-employed or employed by others than the Company.
2. "Current" sick leave is an annual allowance primarily intended to provide for illness during a particular year. "Extended" sick leave, accumulated from a portion of previous current allowances, is primarily intended to alleviate distress during prolonged illnesses when the current allowance has been exhausted.
3. Application for pay from the extended sick leave reserve must be accompanied by a doctor's statement; but, at the discretion of the Company, the doctor's statement may be waived. Granting of pay from an employee's current sick leave or extended sick leave allowance is subject to approval by the employee's supervisor.
4. Each employee who is a regular employee on or before January 1 of any calendar year will be allowed 10 working days (80 hours) current sick leave with pay during that year. An employee who attains regular status during the year will receive a prorated allowance.
5. A regular employee whose absence continues into a new calendar year will receive the full 10 days (80) hours current sick leave allowance for the new year, effective at the beginning of that year, if employee received full pay on the last normal work day of the preceding year. An employee who does not have sufficient continuous sick leave or vacation to provide full pay through the last normal work day of the year shall not be allowed to take time off without pay for the last work day of the year. If employee does not receive full pay on the last normal work day of the preceding year, the employee is not entitled to any current sick leave allowance until employee returns to work. At that time the employee's current sick leave allowance will be prorated for the balance of the year.
6. At the end of the calendar year, all of the employee's unused current sick leave allowance will be transferred to the employee's extended sick leave allowance.

Time Off - Medical and Dental Appointments

7. Employees should attempt to receive necessary medical and dental attention while on their own time. Approval to charge such time off for medical or dental appointments to current or extended sick leave (in half hour increments) will be granted to an employee provided the following conditions are met:
 - (a) Absence from work will be kept to a minimum.
 - (b) The employee can be spared from the job without the necessity of providing a relief employee.
 - (c) Approval for such time off is obtained in advance.

Time Off - Funerals

8. An employee may be granted up to three days off with pay when there is a death in the employee's immediate family. "Immediate family" shall be defined as spouse, mother or father, son or daughter, brother or sister, and grandmother or grandfather.

An employee may be granted up to one day off with pay to attend the funeral of other relatives, provided that:

- (a) A close relationship or moral obligation exists.
- (b) The relative is a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle.
- (c) The Company is satisfied that the employee's absence is valid.

Time Off - Illness in Family/Pregnancy of Wife

9. An employee may be granted time off when their spouse or minor children, who reside in the employee's household, are ill and their presence is required at home to care for them or to make arrangements for their care. Time off may also be granted to an employee when his wife, who resides in the employee's household, reaches the end of pregnancy, and the employee is needed to take his wife to the hospital, to remain at the hospital during delivery of the child, or to care for other minor children in the family. Such time off may be granted by the employee's department head. Time off, may be charged to current sick leave, with a maximum of ten days in a calendar year. Extended sick leave may not be used for time off for illness of a spouse or minor children or during the pregnancy and delivery of a newborn child by a spouse.

Leave of Absence

10. A reduction in an employee's current sick leave allowance will be made if an employee takes a leave of absence in excess of thirty calendar days. The basis for such reduction will be a ratio of the number of working days off without pay to the total number of working days in a year (taken to be 261 days). This ratio, applied to eighty hours and rounded to the nearest half hour, will give the amount of reduction.

Example: Two months leave of absence spanning 44 working days

$$44/261=17\%$$

$$17\% \times 80 \text{ hours} = 13.6 \text{ hours}$$

The employee's current sick leave allowance would be reduced by 13.5 hours.

Sick Leave of Absence

11. A regular employee who will be off work for a pro-longed period without pay due to illness or injury, and who has exhausted all sick leave, vacation benefits, and floating holidays may be granted a Sick Leave of Absence. Such leave shall be equal to the employee's length of service but not to exceed one year. If the employee is unable to return to work at the end of the leave, or if at any time during the leave it becomes conclusive that the employee will be unable to return to work, the employee will be terminated.

Military Leave

12. A leave of absence for military duty will not cancel an employee's extended sick leave reserve. Any remaining current sick leave the employee has will be transferred to their extended sick leave reserve in accordance with paragraph 6.

Illness During Vacation

13. If an employee becomes seriously ill immediately preceding or during their vacation period and is confined to bed or to a hospital, they may request approval for such time to be charged to their sick leave. Such request (which should be accompanied by a doctor's certificate) shall be submitted promptly and shall require Company approval.

Holidays During Sickness

14. Employees who are off without pay on the work days immediately before and after a holiday, will not receive pay for the holiday.

Additional Vacation Allowance

15. At the employee's option, between their 62nd and 65th birthdays, additional vacation time will be given and will be charged to the employee's extended sick leave reserve. Such additional vacation will be taken in compliance with the rules governing vacation.

16. This additional vacation allowance shall be the following percentages of the employee's extended sick leave which stand to their credit at the time the additional vacation is started:

- (a) Between employee's 62nd and 63rd birthdays ---- 10%
- (b) Between employee's 63rd and 64th birthdays ---- 10%
- (c) Between employee's 64th and 65th birthdays ---- 20%
(with a guaranteed minimum of 5 days)

17. An employee who elects to retire early, after reaching their 55th birthday and before their 62nd birthday, may receive additional vacation in the year they elect to retire. This additional vacation time will be 10% of the employee's extended sick leave reserve which stands to their credit at the time the additional vacation is started. This additional vacation will serve as terminal leave and therefore can only be taken just prior to and in conjunction with the date the employee has elected to take early retirement. If, for any reason, the employee's early retirement is canceled, the employee must pay back to the Company the cash equivalent of any additional vacation taken prior to the cancellation of the early retirement. (Effective May 30, 1982)

Protecting the Sick Leave Plan

18. The Company recognizes that exchanging sick leave for vacation is occasionally beneficial to both the Company and the employee. In such cases, exchanges will be granted at the beginning of the period of illness. In special cases, exchanges will be approved following the absence for illness, at the discretion of the employee's supervisor. Exchange of sick leave will not be approved if there is a history of sick leave abuse. (per May 5th, 1993 LOU)

19. Disciplinary action will be taken by the Company in any case where it finds abuse. The Company may require a certificate from a physician or other evidence that an illness or injury is bona fide. Excessive time off which interferes with an employee's performance on the job may be cause for dismissal. It is agreed that employees who consistently use up current sick leave allowances are unsatisfactory employees. The Union Agrees to share the responsibility in protecting the sick leave plan from abuses by any of its members, recognizing that the plan is intended to provide pay coverage under situations of actual need outlined in the foregoing paragraphs.

The Group Health Plan, the Comprehensive Major Medical Plan, the Pension Plan, the Savings Plan and the Dental Plan are covered by separate Agreements between I.B.E.W. Local Union #465 and the San Diego Gas & Electric Company.

Summary Plan Descriptions of the above are published by SDG&E in an "Information for Employees" booklet.

LETTERS OF UNDERSTANDING

Between

SAN DIEGO GAS & ELECTRIC

And

LOCAL UNION 465

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS

**LETTERS OF UNDERSTANDINGS,
MEMORANDUM AGREEMENTS, ETC.**

Following are certain Letters of Understandings, Memorandums, etc., which the Union considers to be of sufficient importance to be published. (As certain of these have been altered for the purpose of clarity they are not intended to represent exact duplicates of the original documents.) It should be understood that others exist, but are of such limited scope that their publication serves no useful purpose. Among these are grievance settlements, arbitration awards, and old parole agreements. The Union has these on file, and they may be seen upon request.

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LETTER OF UNDERSTANDING
Steward Provisions

In settlement of the 1976 Negotiations between San Diego Gas & Electric Company and Local 465 of the International Brotherhood of Electrical Workers, the following understanding has been agreed upon:

Provisions for Stewards are established to be effective May 9, 1976, as follows:

A. Appointments

A written list of the names of the Stewards and any changes in the list made thereafter, shall be given to the Vice President - Personnel or his designated representative at least 24 hours prior to the effective date of the assumption of the duties of such Stewards, if possible, but in any event before such Stewards perform any duties. Such notification shall be made by the Business Manager or his designated representative.

No employee shall serve as a Steward while on leave of absence. A Steward must be an employee of the location he/she represents, and must hold a Union job classification. A Steward must be a regular employee as defined in Section II.2 of the Amended Agreement.

When a location for which a Steward is assigned is closed, or effectively discontinues operations, the authorization for a Steward in that area will be discontinued.

B. Duties

A Steward may perform the following duties:

- (1) Present to an aggrieved employee's immediate supervisor or manager at the 2nd step, grievances which have been submitted by an employee in his jurisdiction for adjustment.
- (2) Investigate any such grievance so it can properly be presented to the appropriate manager or director, for the further processing thereof.

C. Reporting

It is understood and agreed that Stewards are employed to perform full-time productive work for the Company except when performing those duties specified in (1) and (2) above. Accordingly, before performing any grievance work as provided herein, the Steward shall report to his regular place of work.

Failure on the part of the Steward to notify the appropriate supervisor in advance of any time spent in the processing of grievances or the handling of Union business will be the basis for disciplinary action.

When the presence of a Steward is desired by an aggrieved employee, he shall inform his immediate supervisor, who will arrange for the release of the Steward.

Grievance handling and processing shall be confined to the beginning and end of the shift, unless the nature of the grievance is such that it can be handled only at some other time of the day in which the case the Steward will be released as soon as he can be replaced by an employee of sufficient skill on a straight time basis.

D. Rules

- 1) Stewards shall not be compensated for any time spent in the processing of grievances.
- 2) Stewards shall perform duties in a manner, and at a time which is not disruptive to the work processes.

- 3) A Steward will not be accorded any special privileges by the Company nor will he be given any special consideration in seniority, promotion, reduction in forces, or the like.

I

ELECTRIC TRANSMISSION &

DISTRIBUTION DEPARTMENT

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING
Working Foreman (Digging Crew)

In settlement of the 1971 Negotiations between San Diego & Electric Company and Local 465, of the International Brotherhood of Electrical Workers, the following understanding has been agreed upon:

The Working Foreman (Digging Crew) rate shall be paid to the Vehicle Operator A in charge of a three-man or four-man hand-digging crew.

Agreed to this 2nd day of August, 1971.

LETTER OF UNDERSTANDING
ET&D DEPARTMENT
Helpers Referred to in Article III

1. Line Crew Helpers

They may be used in the digging of holes and like work. They may be used in the handling of pike poles and like work in setting poles. They must be used on the ground in the fitting of cross arms, including the boring of holes and attaching hardware and insulators. They may be assigned to the driving in of pole steps and such work on poles while the poles are on the ground, but may not do any framing of poles or attachment of arms, brackets, ground wires or any of the pole equipment except when assisting journeymen.

2. Helpers - Transformer Work

Helpers may disassemble, clean and paint cores and cases, but may not reassemble the transformer or make electrical connections.

3. Helpers - Meter Shop and Repair Shop

Helpers may, when assisting a journeyman, do the bending, cutting and threading of conduit, pulling of wires, may do ladder work incidental to the installation but are not to make electrical connections.

4. Helpers - Repair of Pole Top Switches

Helpers may disassemble, clean and roughly reassemble the switches, journeymen are to accomplish the finished job.

5. Helpers - Street Light Repair

Helpers may disassemble and clean the parts, but may not reassemble or make electrical connections.

6. Manufacture of Fuses, etc.

The manufacture of fuses as now carried on in Company shops may be done by helpers but not by laborers. Other processes not mentioned but carried on as part of Company shop work are to be decided along the same general lines as outlined in the specific cases on other pages of Parol Agreements.

LETTER OF UNDERSTANDING
Use of Shift Employees 4 Hours Before or After

This Letter of Understanding is entered into this 20th day of May, 1999 by and between San Diego Gas and Electric Company (Hereinafter referred to as "Company") and IBEW Local Union #465 (Hereinafter referred to as "Union").

Whereas the Company and the Union recognize that there is need for clarification on shift employees overtime, and

Whereas, the contract currently provides that:

For the purpose of Call-outs and Prearranged Overtime, employees on shifts may be utilized to perform work that begins up to four hours before their shift begins, and/or work that begins up to four hours after their shift ends, without regard to the "Pre Arranged" or "All Other" Overtime lists.

Therefore, the Company and the Union agree as follows:

1. In the case where more than one employee would be eligible for the pre-arranged work or the call outs occurring before or after their shift, the "pre-arranged" overtime list or "all other" overtime list will be used to determine which order the shift employees would be allowed the opportunity to work the overtime.
2. Relief employees filling shifts will be allowed to work either pre-arranged or call out overtime if it will result in a lower final cost to the Company. Reliefs will also be allowed to work pre-arranged or call-outs during the four hours periods prior to utilizing regular employees who are not assigned to the shifts.
3. In the case of Electric Troubleshooters, the shifts involved are the early shift, which is considered the first shift of the day at a headquarters, and the late shift, or the last shift of the day at a headquarters. On the early shift the permanent troubleshooters would be utilized first, then any relief working the early shift that day. After the last shift, only the permanent troubleshooters on that shift will be utilized before going to the appropriate overtime list.

IN WITNESS THEREOF, the parties have executed this instrument on the date indicated above.

LETTER OF UNDERSTANDING
New Hire or Apprentices, Transmission Construction & Maintenance

This Letter of Understanding is entered into the 6th day of May, 2005, by and between San Diego Gas & Electric Company (hereinafter referred to as "Company") and IBEW Local Union #465 (hereinafter referred to as "Union").

Therefore, the Company and Union agree as follows:

New Hires and Apprentices

All new hire Linemen and Apprentices entering the Transmission Construction & Maintenance organization will not be eligible to transfer or bid out of the Transmission Construction & Maintenance organization for a minimum period of two years from the date of entry into the organization. The two-year period for each apprentice will begin when that apprentice achieves Journeyman status within the Transmission Construction & Maintenance organization.

LETTER OF UNDERSTANDING
Centralizing of Underground Transmission and Lead Work at Metro C&O
March 25, 2002

The intent of this Letter of Understanding is to centralize SDG&E Underground Transmission and Lead resources inclusive of; qualified employees, material and equipment at the Metro C&O Center.

The Metro Underground Transmission and Lead group will consist of Underground Transmission and Lead qualified individuals. They may perform all in-house splicing on 5,000 volts or less energized; all other voltages de-energized, and prep work on the Underground Transmission and Lead systems for SDG&E. These individuals will have annual training or refresher training for Underground Transmission and Lead skills, as appropriate. Lead assignments may take precedence over all other assignments.

Due to the critical nature of Transmission and Lead issues and the related skills being specialized and often being performed on an emergency basis to maintain service to our customers, a high call-out response is required. Transmission and Lead qualified individuals selected according to this agreement should be aware that this position requires overtime work which includes extended days, call-outs for emergency work, week end work and work on holidays. Those who do not regularly and consistently respond to this specialized work will be removed from this job and may be subject to discipline. Individuals in other permanent classifications such as Electric Trouble Shooters and Fault Finding Specialists will not be eligible for the formalized program.

The number of individuals needed for this program will be determined by the company's operational needs but must include at least one rated Working Foreman E.

Employees in other districts or areas will be allowed to remove de-energized cable and equipment if there is no splicing required, without receiving the special skill rate of pay.

To qualify for this program all applicants will be subject to passing an Underground Transmission and Lead related skills proficiency test and passing a written exam concerning Underground Transmission and Lead skills. Qualifying individuals will be chosen from the composite test scores. Test scores being equal seniority shall prevail.

Volunteers from Metro C&O will be considered for the Underground Transmission and Lead program. Should there be insufficient volunteers from Metro C&O, volunteers solicited via written notice from other districts will be considered. If the addition of a qualifying individual from a district other than Metro C&O surpasses the allotted lineman count for Metro C&O, Metro linemen will be transferred to the district where the lineman vacated. This will be accomplished by transferring those journeymen linemen with the lowest job seniority first.

During the transition to centralizing Underground Transmission and Lead skills to Metro C&O all current agreements and right of assignment abilities will apply.

By the Letter of Understanding all work concerning Underground Transmission and Lead will be centralized at the Metro C&O District.

LETTER OF UNDERSTANDING
Electric Measurement
March 4th, 2005

This Letter of Understanding is entered into this 4th day of March, 2005 by and between IBEW Local Union 465 (Hereinafter referred to as “Union”) and San Diego Gas & Electric (Hereinafter referred to as “Company”).

- To ensure they possess the necessary skills, all existing Meter Test Electricians will be provided with refresher training on the tools and techniques required for high voltage work, including but not limited to climbing, bucket work and hot sticks.
- Once training for the existing Meter Test Electricians is completed and documented, the Company will provide the opportunity for the Journeyman Electric Meter Testers who were in the classification on December 17th, 2004, to train and qualify for Meter Test Electrician (pay grade 26B). This one-time opportunity will be made available to:
 - Vito Bommarito
 - Brian Culbertson
 - David DeHoff
 - Terry Lackey
 - Charlotte McGee
 - Michael Quinn
 - Kirby Smith
 - Nina Pacelli
 - Brent Bouman
- Those who successfully qualify for the 26B duties will be promoted to Meter Test Electrician (Pay Grade 26B) on the date of their qualification. Those who do not successfully qualify for the 26B duties will be required to perform all of the “new” duties that they have qualified to perform at their present rate of pay, per the October, 1997, Direct Access Letter of Understanding.
- When the Company determines future Meter Test Electrician vacancies exist, first consideration will be given to qualified Electric Meter Testers.
- The Electric Meter Tester 1st Year, 2nd Year, and Thereafter rate (pay grade 24B) will be deleted from the amended agreement, leaving only one rate for future Electric Meter Testers (currently pay grade 25B).
- The Meter Test Electrician Apprenticeship classification will be deleted from the amended agreement.

The Electric Meter Tester Apprenticeship classification will be added to the amended agreement, with steps matching those currently shown for the Meter Test Electrician Apprenticeship.

When graduates of the Electric Meter Tester Apprenticeship progress from the Apprentice Thereafter position, they will be promoted to the Journeyman Electric Meter Tester position (currently pay grade 25B).

- The following language will be stricken from item #4 of the Direct Access Letter of Understanding, dated October 28th, 1997.

“Journey Meter Tester and Electrician (Test Electrician) job duties will be combined into one classification called Meter Test Electrician at a pay group 26B.”

II

GAS DEPARTMENT

LETTERS OF UNDERSTANDING

GAS DEPARTMENT
Duties Entitling an Employee to Helper Pay Referred to in Article IV

1. Repairing Leaks and Locating Pipes - Helper's Pay

Repairing leaks at meter sets, in house piping, or in underground lines, or using pipe locators to locate concealed or underground lines. (An employee is not entitled to a helper's rate for unskilled work as for example, excavating or barring holes for locating leaks, or the incidental spotting of leaks while excavating or barring.)

2. Helper's Pay for:

Relighting appliances on customers' premises and making minor adjustments after interruptions to service.

3. Pipe Wrapping - Helper's Rate of Pay

Actually wrapping pipe in the field by applying the specified protective covering. (Assisting the pipe wrapper does not entitle an employee to a helper's rate as for example, cleaning and priming the pipe preparatory to wrapping, rolling up wrapping material.) (Effective September 1, 1967)

Agreed to this 14th day of August 1967.

LETTER OF UNDERSTANDING
Inspector A - Orange County District
Construction Department

In settlement of the 1982 Negotiations between San Diego Gas & Electric and Local Union 465 of the International Brotherhood of Electrical Workers, the following understanding has been agreed upon:

An Inspector A, located at the Orange County District Construction Department, will not be eligible to have a Request for Transfer honored to leave the Orange County District Construction Department for an Inspector A position at any other Company location until he has completed three years of work as an Inspector A at the Orange County location. After the three year period, any Request for Transfer will be subject to Article II, Section 74, of the Amended Agreement.

Agreed to this 24th day of May 1982.

LETTER OF UNDERSTANDING
Seniority

Gas Production/Distribution

In settlement of the 1994 Negotiations between the Company and the Union, the following understanding has been agreed upon:

The Gas Distribution Division and Gas Production Division will be merged into one Gas Department. Seniority within the Department will be based on the total Gas Department time (old Production Division and old Distribution Division) an employee has accrued. Any job bids, that in the past would have been given preference to the old seniority division will in the future show preference to the new Gas Department Seniority List.

All classification in Exhibit A from the old Production and Distribution Division will now be under the new Gas Department.

In Article IV of the Amended Agreement, the Gas Production Division heading will be changed to Compressor Stations.

Add: "Electrician" classification to Exhibit A under Gas Department.

LETTER OF UNDERSTANDING
Inspector A

In settlement of the 1994 Negotiations between the Company and the Union, the following understanding has been agreed upon:

Inspector Classifications

A. Establish New Position - Inspector A (Pay Grade 25B)

- 1) Company establishes minimum qualifications
- 2) Selection criteria established jointly - to include tests, past performance, interviews, etc.
- 3) Bid group - Gas Department
- 4) Allow Gas Working Foreman to bid on position and if successful to start at Pay Grade 25B
- 5) Selection shall be jointly conducted by the parties
- 6) Qualification being equal and sufficient, seniority shall prevail in awarding of bids

B. Additional duties of Inspector A

- 1) Identification of unacceptable cable pole configurations
- 2) Inspection of metering equipment, working space, pull sections, etc.
- 3) Identification and recognition of cable/conduit size, type and usage
- 4) Knowledge of municipal rules, regulations relating to excavation in franchise position; and permitting process
- 5) "Hand shoot" grade elevations and measure alignment from grade-stakes
- 6) Demonstrate knowledge and proficiency in relevant computer mainframe applications (i.e., DPSS, CICS, PINS, etc.)
- 7) Identify field conditions that generally would not allow construction to flow in an orderly manner and initiate field change orders, requests for deviation from standards or other follow-up with appropriate employees.

NOTE: This is not intended to be a comprehensive list, but rather a sampling of additional responsibilities expected to be performed by a higher level inspection employee.

LETTER OF UNDERSTANDING
Storeroom Laborer

In settlement of the 1994 Negotiations between the Company and the Union, the following understanding has been agreed upon:

- A. Company may fill "Laborer" position in Stores Department
- B. Incumbents will have Stores Department seniority for bid and upgrade
- C. Initially will fill Laborer positions at three locations: Miramar, Northeast Storeroom, and Metro Storeroom
- D. 12-month Sunset Clause to allow parties to discuss any problems
- E. General Duties
 1. Straighten up Storeroom and Yard by doing sweeping or general clean-up

2. Assist Storeroom personnel with rearranging Storeroom area
3. Assist with physical work related to Storeroom operations
 - a. Re-stacking/Re-palletizing
 - b. General housekeeping
 - c. Yard and Storeroom cleanup
 - d. Work under the direction of Material Handler
 - e. Moving stock within the Yard
 - f. Janitorial work
 - g. Would be upgraded for deliveries

NOTE: This represents general duties and is not intended to be a comprehensive list of all duties that may be performed by the Storeroom Laborer.

LETTER OF UNDERSTANDING
Collectors and Senior Collectors
February 24th, 2003

WAGES: As outlined below, with all applicable increases as outlined in the current collective Bargaining Agreement between the parties.

All Regular Collectors/Senior Collectors shall be advanced per the attached schedule at the appropriate rate of pay:

SENIOR COLLECTORS (Formerly Collectors)

<u>Time</u>	<u>Pay Group</u>
1 st Year	10B
2 nd Year	12B
3 rd Year	14B
Thereafter	16B

1. For existing Senior Collectors, currently receiving bilingual pay, continue existing bilingual pay practice (\$1 per hour straight time, \$1.50 per hour time and a half, and \$2 per hour for double time). Each of these rates shall be effective for all hours worked as a Senior Collector. Employees entering the classification after the date of this agreement will not be eligible for bilingual pay.
2. All Senior Collectors hired by the Company prior to the date of this agreement shall retain their original hire date for seniority purposes.
3. When the Company solicits volunteers, all Senior Collectors hired by the Company prior to the date of this agreement, who volunteer to qualify for Turn On, Meter Service Person or seasonal work will receive an upgrade to the appropriate rate for the work performed.
4. Senior Collectors hired by the Company prior to the date of this agreement, who do not volunteer to qualify for Turn On, Meter Service Person, or seasonal work, will remain at their existing pay rate.
5. If required by the Company, all Senior Collectors hired after the date of this agreement shall be required to qualify for Turn On, Meter Service Person and seasonal work.
6. Any employee entering the classification of Senior Collector following ratification of this agreement will be subject to the following:

<u>Time</u>	<u>Pay Group</u>
1 st Year	09B
2 nd Year	11B
3 rd Year	13B
Thereafter	15B

COLLECTORS (Formerly Field Inspectors/Auditors)

<u>Time</u>	<u>Pay Group</u>
1st Six Months	05B
Next 12 Months	06B
Thereafter	07B

1. For existing Collectors currently receiving bilingual pay, continue existing bilingual pay practice (\$1 per hour straight time, \$1.50 per hour time and a half, and \$2 per hour for double time). Each of these rates shall be effective for all hours worked as a Collector. Employees entering the classification after the date of this agreement will not be eligible for bilingual pay.

2. All Collectors employed by the company prior to the effective date of the agreement shall become Regular employees, provided they have six months of company service. Those employees with less than six months company service at the effective date of this agreement shall be considered Provisional employees until they accrue six months of company service.
3. When the Company solicits volunteers, Collectors who volunteer to qualify for Turn-on or Meter Service Person work will receive the appropriate rate for the work performed, and Collectors who volunteer to qualify for seasonal work will receive an upgrade to Utility Service Specialist when performing such duties.
4. Collectors hired by the Company prior to the date of this agreement, who do not volunteer to qualify for Turn On, Meter Service Person, or seasonal work, will remain at their existing pay rate.
5. If required by the Company, all Collectors hired after the date of this agreement shall be required to qualify for Turn On, Meter Service Person or seasonal work.
6. Collectors hired by the Company after the date of this agreement may be required to qualify for the Senior Collector position.
7. Collectors shall be given first bidding rights to any Senior Collector position.

Current and future Collectors and Senior Collectors shall, on the date of this agreement, be placed within the Gas Department for seniority purposes.

The Pay for Performance system, as currently outlined in the Collective Bargaining Agreement shall become effective on January 1, 2003. Until that date, the current performance-based pay system in place for the Collectors and Senior Collectors shall remain in effect.

All Collectors and Senior Collectors shall be made a part of the current bargaining unit as outlined in the Collective Bargaining Agreement and all relevant provisions and agreements shall be applicable to these employees. Existing and future Collectors and Senior Collectors will be covered by the provisions of the previously negotiated, separate, Health & Welfare and Pension Agreements.

In complete settlement of the current negotiations, the parties below agree to all the above provisions, pending ratification by the Collectors and Senior Collectors.

LETTER OF UNDERSTANDING
Customer Service Field Vehicle Take Home Policy

This Letter Of Understanding is entered into this 21st day of June, 2005, by and between IBEW Local Union 465 (Hereinafter referred to as "Union") and San Diego Gas & Electric (Hereinafter referred to as "Company").

1. The "Vehicle Take Home Policy" will be voluntary in nature, with affected personnel given the option of participating or not participating.
2. This program will remain in full effect for the duration of the current Collective Bargaining Agreement between the parties and be subject to all its applications. This Letter of Agreement permanently replaces the portion of the November 6th, 1998 Arbitrator's decision regarding Take Home Vehicles and the November 22, 2004 LOU regarding driving to safety meetings.
3. Personnel participating in this program shall sign on to the MDT's before the start of their respective shifts to determine their work areas for the day.
4. Employees shall be to their first job by the start of their shift. Those reporting later than fifteen (15) minutes after the start of their normal shift shall be considered in abuse of this agreement.
5. On days when safety meetings are scheduled, employees shall report to their assigned district no later than the start of their normal shift.
6. Employees' pay will stop at the completion of their last assignment within their regularly assigned district or at the end of their normal shift, whichever is last. When loaned to a district farther from home than their regularly assigned district, employees' pay will stop upon reaching the closest boundary of their regularly assigned district.
7. Employees will be allowed to commute to their place of residence, utilizing their assigned Company vehicle on their own time.
8. Prearranged and Call Out overtime assignments will be handled per the Collective Bargaining Agreement.
9. As a result of this agreement, the Company agrees to change the Service Technician wage progression to the following:

1 st year:	\$23.41 (Formerly Pay Grade 18B)
2 nd year:	\$24.81 (Formerly Pay Grade 20B)
3 rd year:	\$25.69 (Formerly Pay Grade 21B)
Thereafter:	\$26.75 (Formerly Pay Grade 22B)
10. Turn On Persons entering the Service Technician classification will, upon graduation receive \$24.81 per hour (formerly Pay Grade 20B). Meter Service Person entering the Service Technician classification will upon graduation receive \$25.69 per hour (formerly Pay Grade 21B).
11. Current Service Technicians in the field will receive the 3rd step of the new wage progression (Formerly Pay Grade 21B, \$25.69) upon completion of their 1st year of service.
12. Successful graduates of the April 2005 Service Technician bid will be slotted into the new Service Technician wage progression.
13. An individual's privilege to participate in the "Vehicle Take Home Policy" will be immediately revoked should the Company find abuse.

III

TRANSPORTATION

AND SHOPS

DEPARTMENT

LETTERS OF

UNDERSTANDING

**CENTRAL SERVICES DEPARTMENT
TRANSPORTATION AND SHOPS,
STREET REPAIR SHOP
HELPERS' AND LABORERS' DUTIES**

May 20, 1963

Dear Mr. Hughes:

You recently indicated that you were interested in having a list of laborer and helper duties in the Street Repair Section. Accordingly, we have prepared such a list. It is not all-inclusive as for duties presently performed by such personnel, nor, can we foresee all duties which will be performed in the future.

Helper

- a. Concrete placing and grading.
- b. Breaking out concrete around underground conduits.
- c. Construction of concrete forms, such as for gas vaults, electric vaults, meter bases, valve boxes, transformer pads and curbs.
- d. Asphalt raking, ironing and rolling.
- e. Spraying or placing asphalt emulsions.

Laborer

- a. Pick and shovel work, including use of pneumatic tools.
- b. Loading and unloading materials.
- c. Cleaning of tools and equipment.

Very truly yours,
C. P. de JONGE
Vice President - Distribution

LETTER OF UNDERSTANDING
District Auto Mechanics at Remote Activities

WHEREAS, the position of District Auto Mechanic was created on May 16, 1960, without agreement by the San Diego Gas & Electric Company and Local Union 465 of the International Brotherhood of Electrical Workers as to the duties of said District Auto Mechanics, and

WHEREAS, District Auto Mechanics, at one time or another, have been assigned to garages at Oceanside, Escondido, Eastern, Southern, Rose Canyon, Kearny, and Orange County Operations Department without agreement, and

WHEREAS, a District Auto Mechanic is presently assigned to the garage at the Orange County Operations Department without agreement by the parties as to the conditions for such assignment, and

WHEREAS, Fleet Maintenance Section personnel are regularly or occasionally assigned to garages remote from their established headquarters without agreement by the parties as to the conditions for such assignments, and

WHEREAS, the parties are desirous of establishing the conditions under which the District Auto Mechanic rate will be paid at remote activities.

NOW, therefore, it is hereby agreed by and between said parties as follows:

Auto Mechanics or Field Mechanics will be upgraded to District Auto Mechanic in accordance with Section II.26 of the Amended Agreement between the parties when all of the following conditions (except as noted) are satisfied:

1. The one-way distance (airline miles) to the remote activity is greater than 25 miles from the established headquarters.
2. The Auto Mechanic or Field Mechanic assigned to the remote activity is in charge of at least two subordinate employees, one of which must be higher than a Helper - exception is the Orange County Operations Department.
3. Work must involve mechanical repair and overhaul -not just routine service.
4. Selections of persons to be upgraded to District Auto Mechanics will be based on qualifications, skill, availability, and fleet maintenance requirements as determined by the Company.
5. At least 30 vehicles must be assigned to the remote activity - exception is the Mountain Empire Operations Department.

Signed this 21st day of May, 1976.

IV

METER READING DEPARTMENT

LETTERS OF

UNDERSTANDING

LETTER OF UNDERSTANDING
Vacation Schedule for Meter Readers

As a result of a series of joint and separate meetings with the assistance of Commissioner Fay B. Dunmire, Federal Mediation and Conciliation Service, the members of the Board of Arbitration hereby unanimously agree to the following settlement of the dispute on the scheduling of vacations for Meter Readers:

1. Seniority lists for vacation scheduling will be posted on or before December 1. After requirements of the job are considered, Meter Readers with at least 15 years of job seniority on the Meter Readers' seniority list will be given their choice of vacation in order of seniority on such list.
2. The scheduling of vacations for all other Meter Readers will be made in accordance with the Company's guidelines for vacation scheduling.

If you agree by the above, please sign in the space indicated below. (One copy is for your files and one signed copy should be returned to our files.)

Very Truly Yours,
J. J. Holley

LETTER OF UNDERSTANDING
Meter Services

This letter of understanding is entered into this 6th day of May, 1997 between SDG&E and the IBEW Union Local 465.

Whereas the parties are interested in resolving the issues that exist regarding the application and utilization of the SORT Technology and both parties support the productivity enhancements and the customer service improvements that result from the flexibility provided by the new SORT Technology, the parties agree to the following:

1. All future Meter Reading vacancies will be filled with Call-ins. However, if the number of regular Meter Readers falls below 70 or if after five years SDG&E does not begin the transition to automated Meter Readers, the parties will meet and bargain over the issue.
2. Call-In Meter Readers are permitted to transfer to entry level positions or bid on jobs in the Gas Department or Company-wide bids under the current contract. Successful bidders or transfers will be brought in as probationary regular employees and their seniority will be based on the date of becoming a regular employee.
3. Existing Troubleshooters and existing Relief Troubleshooters may volunteer to perform the new duties outlined in the Arbitrator's Decision. These duties will be seasonal gas light-ups and turn-on gas orders. All new Relief Troubleshooters will be required to perform all the duties outlined in the Arbitrator's Decision when they become Relief Troubleshooters and when they become Troubleshooters. In addition to their regular duties, all existing Troubleshooters and existing Relief Troubleshooters will be required to perform the following duties:
 - Change of Account Orders (Meter Read Only)
 - Gas and Electric Reread orders
 - Gas and Electric Shut off Orders
 - Off but registering gas
 - All electric service work
4. Meter Testers may be assigned to install gas and electric meter modules and telephone connections for AMR for CT/480V meter installations (large commercial type panels). We further agree that if and when AMR is expanded to other types of meter installations (classes of customers) we will review the classifications authorized to perform this work.

V

COMPANY WIDE

LETTERS OF UNDERSTANDING

AFFECTING

VARIOUS CLASSIFICATIONS

&

DEPARTMENTS

**LETTER OF UNDERSTANDING
CLARIFICATION OF CALL-OUT SITUATIONS**

Sept 15, 1957

Dear Mr. Hughes:

Following are five (5) items submitted by the Company with reference to the clarification of circumstances arising out of call-out situations. In this proposal, consideration has been given to the Union's suggestion as to clear wording. Further, all five items have been informally agreed to by both parties in previous sessions. I understand that at one time or another during the lengthy discussion of call-out procedure, the Union membership has had opportunity to scrutinize these items and has found them acceptable.

1. If an employee is permitted to start work later than his usual starting time, or is permitted to take time off without pay during his working day, and at the conclusion of his regular day be kept on the job, his overtime shall start at the end of his regular working day.
2. If an employee be in the immediate vicinity of headquarters, having been released at the end of his regular working day, and be called back and assigned work, he shall be paid for the time worked at the double-time rate for a minimum of two hours with no travel allowance. For the purpose of this section, "immediate vicinity of headquarters" shall mean while on Company property or before departing in a private or public conveyance.
3. If an employee is working at the time-and-one-half rate after the end of his regular work day, time out for meals shall not count as time worked in determining the start of the double-time period.
4. Travel time as stipulated in Article II, Section 42, is to be considered working time.
5. If an employee is notified before quitting time on Friday of a prescheduled overtime on Saturday or Sunday for the purpose of construction or maintenance work (that overtime to fall within the regular working hours of his classification), he shall be paid as follows:

Actual Work Hours on the Job	Paid Hours
Less than 3.1 hours	Actual hours worked plus 1.0 hour travel time, but not less than a total of 2 hours at double time.
3.0 hours to 4 hours	4 hours at double time; no travel time.
Over 4 hours	Actual hours worked; no travel time

If the Union finds the above provisions acceptable, please indicate such acceptance by your signature below. (One copy is for your files and one signed copy should be returned for our files.) We submit that this proposal should go far in clarifying points of difference that may arise with reference to call-out matters.

Sincerely yours,
H. A. Noble

LETTER OF UNDERSTANDING
Upgrades in District Operating Department And
Central Services Department (King Case)

In accordance with Article IX of the Amended Agreement between the San Diego Gas & Electric Company and the Local Union No. 465, I.B.E.W., the undersigned were selected to serve as a Board of Arbitration to hear the “King case.”

With the assistance of Federal Mediators, E. Marvin Sconyers and H. H. Atkins, in a series of joint and separate meetings, the members of the Board of Arbitration hereby unanimously agree to the following understanding regarding upgrades in the District Operating Department and the Central Services Department:

In order to provide employees for temporary vacancies, or a temporary need for extra employees, in job levels 8 and above caused by unscheduled absences or needs of short duration (up to five days), any previously qualified employee may be used. He shall be paid the rate for the job, except as modified by the contract, for the full duration and may elect to accrue the time so spent to his regular classification.

After the maximum five-day period, the temporary vacancy must be filled by the senior qualified employee in the appropriate bidding unit in that district.* Whenever expedient, the employee so filling a temporary vacancy may be replaced by the senior qualified employee in the appropriate bidding unit before the end of the five-day period.

It is not the intent here that a prolonged temporary vacancy shall be filled by a series of five-day replacements.

*Central Services is considered as a district hereunder.

It is also not the intent here to postpone or delay proper bidding of job vacancies which appear to approach the status of “permanency.”

In order to provide employees for temporary vacancies, or a temporary need for extra men, in job levels 7 and below caused by unscheduled absences or needs of moderate duration (up to thirty days), any qualified employee may be used as relief. The relief shall be paid the rate for the job, except as modified by the contract, for the full duration and may elect to accrue the time so spent to his regular classification or toward advancement in the temporary job.

It is not the intent here that a prolonged temporary vacancy shall be filled by a series of thirty-day replacements.

It is also not the intent here to postpone or delay proper bidding of job vacancies which appear to approach the status of “permanency.”

**Addendum to Letter of Understanding
Upgrades in District Operating Department and Central Services Department
(King Case)**

Job levels referred to as 7 and below:

Auto Parts Handler C	Locksmith
Clerk	Material Handler
Gardener	Meter Reader 1 st Year
Helper	Regulator Technician 1 st Year
Instrument Technician (Gas) C 1 st Year	Service Technician 1 st Year
Laborer	Utility Serviceman

**LETTER OF UNDERSTANDING
Two Days Off For Personal Business**

In settlement of the 1984 Negotiations between San Diego Gas and & Electric and Local Union 465 of the International Brotherhood of Electrical Workers, the following understanding has been agreed upon:

Employees may take two (2) days of a year, without pay, to conduct personal business. Requests will be granted only if Company operations permit. No time off without pay will be granted beyond the two-day maximum, unless absolutely unavoidable, and the burden of proof as to unavoidability is on the employee. Absence in excess of the two (2) days without pay for personal reasons constitutes unsatisfactory performance on the part of the employee.

Union officers absent without pay to conduct official Union business, employees absent without pay who are required to attend NLRB, arbitration or grievance hearings, or Union Executive Board members absent without pay to attend official functions of the International office of the International Brotherhood of Electrical Workers will not have such absences counted against the maximum of two days time off for personal, business, provided that the Business Manager of Local Union 465, IBEW, or his assistant, has notified the Manager-Labor Relations, or his assistant, in advance, of the reason for and duration of the absence and requested that the employee be released for one of the above stated purposes. Such a request will be granted unless it would interfere with Company operations.

Agreed to this 18th day of June, 1984.

**LETTER OF UNDERSTANDING
Equal Seniority in Union Classifications**

WHEREAS, there sometimes occurs incidents of two or more Union-classified employees sharing the same hiring-in, department, division and/or classification date, and

WHEREAS, there has never been any previous agreement between IBEW Local 465 and San Diego Gas & Electric Company as to how a seniority date will be determined when this circumstance occurs.

BE IT NOW RESOLVE, that both parties agree - by affixing their authorized signatures to this agreement - to revert to alphabetical surname order to determine the senior person whenever two or more employees have equal seniority, and whose ability, experience and qualifications are sufficient and equal.

Agreed to this 6th day of February, 1975.

LETTER OF UNDERSTANDING
Light Duty -- Work Related Injuries

This Letter of Understanding is entered into this 2nd day of June, 1995 between San Diego Gas & Electric Company (hereinafter referred to as "Company") and the IBEW Union Local #465 (hereinafter referred to as "Union").

Whereas the parties are desirous of allowing greater flexibility in the assignment of Temporary Light Duty for work related injured employees,

The parties agree to the following:

The Company will assign initial periods of Temporary Light Duty for up to 30 scheduled days. Requests for extensions beyond this period will be reviewed on a case by case basis.

The Company will assign Temporary Light Duty, as determined available by the Company, first within the regular payrolled classification at the assigned headquarters.

Where the Company determines the productive Light Duty Work is not available within the regular payrolled classification at the assigned headquarters, then the Company may assign tasks outside the individual's regularly payrolled classification and/or headquarters.

The employee shall be paid at his/her normal classification rate regardless of work tasks assigned or classification in which they are working. Employees shall be paid for hours worked at the employee's normal classification rate.

If the employee is asked to report to a different headquarters for the Light Duty, then travel mileage will be paid as appropriate as provided by the Amended Agreement.

Necessitated change of schedule during a payroll week to facilitate the assignment of Light Duty shall be made without penalty of overtime under the provisions of the Amended Agreement.

LETTER OF UNDERSTANDING
Service Order Management Technology

In the settlement of the 1995 Negotiations between San Diego Gas & Electric Company and Local 465 of the International Brotherhood of Electrical Workers, the following understanding has been agreed upon:

With the introduction of the new Service Order Management Technology, the Union has raised the concern regarding how this technology will be used relative to disciplinary action against an employee.

The parties have discussed the purpose of the new technology and how it will be utilized to manage the service order process, including efficient management of the workforce.

This letter is to address the assurance that the Company has made relative to its use of discipline.

- The Company will not use the technology and the resulting volume of information for the sole purpose of disciplining employees.
- The Company does not intend to assign someone in supervision to study the system information just to find an employee to discipline.

- It is understood that the performance data in the system may be used to counsel an employee regarding performance issues and may be a part of documenting a progressive discipline case with an employee
- It is further understood that data/information from the system such as employee location, timely response to automated dispatch/assignment to an emergency order, etc., (two areas as illustrative examples only), may be used by the Company to support disciplinary action given to an employee.

Agreed to on this 12th day of June, 1996.

LETTER OF UNDERSTANDING
Emergency Response Program

In the settlement of the 1995 Negotiations between San Diego Gas & Electric Company and Local 465 of the International Brotherhood of Electrical Workers, the following understanding has been agreed upon:

It is agreed that the Emergency Response language, Letter of Understanding - Emergency Response Program of the utility agreement shall be modified to credit for a response in the calculation of the 1 in 5 response rate an occurrence of emergency response which starts during the employee's regularly scheduled shift and if the emergency restoration work requires him/her to work 4 or more hours beyond the end of his/her regularly scheduled shift.

LETTER OF UNDERSTANDING
Direct Access

This Letter of Understanding is entered into this 28th day of October, 1997, between San Diego Gas & Electric Company (Hereinafter referred to as "Company") and the IBEW Local Union 465 (Hereinafter referred to as "Union".)

Whereas the Company is committed to handle the additional work load caused by restructuring, and

Whereas the Company will continue to handle normal work load of peak periods during Direct Access implementation, and

Whereas the Company and the Union are committed to improve working conditions, reduce costs and improve service to our customers.

Therefore, the Company and the Union agree as follows:

- 1) To support any additional workload that can not be handled by the Meter-testers, a maximum of 8 Kearny Electricians will be trained to handle all types of Direct Access Electric Metering installations. The Kearny Electricians may be utilized to augment the Meter-Testers for direct access work for 6 months or until the Meter-Tester training is complete, or whichever comes first. After that the Kearny Electricians will be used to supplement the Meter-Testers for Direct Access work.
- 2) Fifteen (15) existing Call-In Meter Readers will be made Meter Readers. This is a one-time offer. All future openings will be filled according to the May 6, 1997 Letter of Understanding.
- 3) Fifteen (15) existing Call-in Meter Readers will be trained to perform Relief Turn-On work. These employees will be trained in 1998. SDG&E reserves the right to establish future vacancies after the 15 are trained.

- 4) [See Letter of Understanding – Direct Access, dated April 6, 1998] All Journeyman Meter Testers, Electricians (Test Electricians) and Meter Test Electricians must qualify to perform the Direct Access metering duties.

Meter Testers not accepting the training for the new pay grade 25B or 26B shall remain at pay grade 24B.

The new Meter Test Electrician will perform all the duties of existing Electricians and Journeymen Meter Testers. Existing Meter Testers will be given one opportunity to “train-up” for the new Meter Test Electrician position or Journeyman Meter Tester pay group 25B.

Upon successful completion of the requirements for pay grade 25B, Journeyman Meter Testers may volunteer for training for the position of Meter Test Electrician pay grade 26B.

Journeyman Meter Testers shall select the training, for the pay grade 25B or 26B, which they want to accept prior to the beginning of training.

Existing Journeyman Meter Testers may volunteer as follows;

Journeyman Meter Tester pay group 25B

- All existing meter tester duties
- All direct access metering
- Install or replace test blocks and test switch barriers
- Replace test blocks and/or change damaged test block devices
- Set new single and three phase TOU/IDR meters for both self contained and transformer rated meter installations
- Rewire and/or replace test switch, meter socket, and current transformer wiring
- Wire secondary and primary de-energized metering installations (including voltage and current transformers along with test switches and other associated devices)
- Install energy management systems, secondary current transformer installations (including isolation relays)
- Install and wire recorder/data logger on electric meter panel (direct access metering)
- Remove covers from underground pull sections for investigation by Meter Revenue Protection (600 volts or less)
- Change damaged clips or meter sockets
- Replace wires in self-contained and transformer rated installations
- Replace faulty current transformers and/or voltage transformers (600 volts or less)
- Extend telephone lines from the minimum point of entry (MPOE) to the meter socket or data logger and make connections between the telephone line and the meter or data logger

Meter Test Electrician pay group 26B

- All existing meter tester duties
- All direct access metering
- All Journeyman Meter Tester pay group 25B duties
- All existing Electrician duties

The following are some examples of the Meter Test Electrician duties

- Install temporary TOU/IDR watt-hour meter in existing meter socket or hard wire
- Replace faulty current transformers and/or voltage transformers
- Rewire energized primary metering installations (2 Journeymen required)
- Install billing recorders, and run conduit
- Install data loggers on pole top installations and pad-mount transformers
- Install instrumentation for power quality measurements
- Set and check watt-hour meters, poll top and pad-mount transformer installations for Meter Revenue Protection

- Special installation wiring, as an example the electric vehicle charging installations
- Successfully complete climbing school.

Existing Journeyman begin after successfully completing the training.

Meter Testers that believe they can perform the duties listed above under pay group 25B may volunteer to be tested to demonstrate their ability to perform all of the duties safely, according to procedure. If a Meter Tester passes the test, they will be promoted to the pay group 25B. If a Meter Tester is unable to pass the test, they will be required to attend and pass the training class before they will be promoted to the pay group 25B.

Training for pay group 25B and 26B will be offered in order of seniority at Company convenience. Meter Testers who cannot successfully complete training and qualify for pay group 25B and/or 26B will remain at their current pay grade.

Apprentice Meter Test Electricians will be paid as follows:

	<u>Pay Group</u>
1 st six months	15B
2 nd six months	16B
3 rd six months	17B
4 th six months	18B
5 th six months	20B
Thereafter	21B

Journeyman Meter Test Electrician 26B

- 5) Helpers volunteering to assist Customer Service Field during our peak season, may volunteer to be trained to perform Turn On Person duties. These employees will be paid at a Pay Group 18B. Helpers that perform only light-up duties will be paid at a Pay Group 15B (Utility Service Specialist).

LETTER OF UNDERSTANDING NEW HIRE CALL OUT GUIDELINES

The following provisions will apply for on-call and call-out and pre-arranged overtime assignments when New Hires, Apprentices of Line Assistants are on the on-call, call-out or prearranged overtime lists:

Service Crew

Two new hires can be called out on the service crew regardless of their status, provided they are qualified.

WF3 Crew (Overhead or Underground)

- 1 - Established Foreman (regular or relief)
- 1- Established Journeyman Lineman
- 1- New Hire in training or Apprentice of Line Assistant

WF4 Crew

- 1- Established Foreman (regular or relief)
- 1- Established Journeyman Lineman
- 1- New Hire in training
- 1- Apprentice of New Hire in training or another established Journeyman Lineman or Line Assistant

OR

- 1- Established Foreman (regular or relief)
- 2- Established Journeyman Lineman
- 1- Apprentice or New Hire in training or another established Journeyman Lineman of Line Assistant

As is always the case, additional personnel may be called out at the Foreman's request for safety.

Once a New Hire in training has accepted a call out, subsequent New Hires in training on the list will be skipped until the established Journeyman Lineman requirements are met

New Hires in training will be designated by an asterisk on the call out list. When an asterisk no longer designates a New Hire, that individual will be established as a Journeyman Lineman.

Agreed to July 15, 1999

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