

# LAST, BEST AND FINAL Company's Comprehensive Proposal

September 26, 2008

## General Wage Increases

Effective Date	9/1/08	9/1/09	9/1/10
General Wage Increase	3.25%	3.50%	3.50%
Meter Reader	3.75% Bonus *		

## Wage Adjustments / Inequities

	9/1/08	9/1/09	9/1/10
Appliance Mechanic	1.00%	0.50%	0.50%
Working Foreman (Electric)	1.00%	0.50%	0.50%
Working Foreman (Fleet)	1.00%	0.50%	0.50%
Working Foreman (Gas)	1.00%	0.50%	0.50%
Working Foreman (Gas & Shops Certified)	1.00%	0.50%	0.50%
Working Foreman (Kearny)	1.00%	0.50%	0.50%
Working Foreman (System Operator)	1.00%	0.50%	0.50%
Working Foreman (Transmission)	1.00%	0.50%	0.50%
Auto Parts Handler A	0.75%	0.50%	0.50%
Distribution System Operator	0.75%	0.50%	0.50%
Electric Troubleshooter	0.75%	0.50%	0.50%
Fault Finding Crew Member	0.75%	0.50%	0.50%
Fault Finding Specialist	0.75%	0.50%	0.50%
Field Mechanic	0.75%	0.50%	0.50%
Fleet Service Attendant	0.75%	0.50%	0.50%
Fleet Maintenance Technician	0.75%	0.50%	0.50%
Header Truck Assistant	0.75%	0.50%	0.50%
Laboratory Technician	0.75%	0.50%	0.50%
Lead Auto Parts Handler	0.75%	0.50%	0.50%
Lineman	0.75%	0.50%	0.50%
Lineman (Transmission)	0.75%	0.50%	0.50%
Locator	0.75%	0.50%	0.50%
Meter Service Person	0.75%	0.50%	0.50%
Radio Inspector	0.75%	0.50%	0.50%
Regulator Technician	0.75%	0.50%	0.50%
Relay Technician (A,B,C & Specialist)	0.75%	0.50%	0.50%
Service Technician	0.75%	0.50%	0.50%
Substation Electrician	0.75%	0.50%	0.50%
Transmission System Operator	0.75%	0.50%	0.50%
Welder	0.75%	0.50%	0.50%
Welder (Gas & Shop Certified)	0.75%	0.50%	0.50%

\* Due to the Letter of Understanding signed, June 24, 2008, Call-In Meter Readers are exempt.

# **LAST, BEST AND FINAL Company's Comprehensive Proposal**

September 26, 2008

## **General Language Addition / Revision**

### **#1 Modify Section II.2, Definitions (Effective Date 1/1/09)**

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.

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.

### **#1A Modify Section II.84, Seniority (Effective Date 1/1/09)**

II.84 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.

### **#2 Add Section II, Safety (Effective Date 1/1/09)**

Employees who have a combination of no doctors case injuries, no preventable vehicle incidents and no safety violation 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.

### **#3 Add Section II, Safety (Effective Date 1/1/09)**

In the case 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.

**#4 Insert Section III.2, after paragraph 6, General (Effective Date Upon Ratification)**

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

**#5 Modify Section IV.8 delete existing language and replace (Effective Date Upon Ratification)**

New welder positions will be assigned where openings exist.

**#6 Modify Section III Replace Helper with Line Assistant within Electric Transmission and Distribution (Effective Date Upon Ratification)**

Replace "Helper" with "Line Assistant" everywhere it is mentioned under working rules for Electric Transmission and Distribution in sections:

III.7  
III.12  
III.22  
III.23  
III.24

**#7 Add Section V.12, Transportation (Effective Date 1/1/09)**

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 2 hours upgrade, whichever is greater.

**#8 Add Fleet title/designation and insert between V.9 and V.10 (Effective Date Upon Ratification)**

Include all Fleet language under a new article pertaining to Fleet.

**#9 Add Section V, Fleet (Effective Date Upon Ratification)**

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

**#10 Add Section V, Fleet (Effective Date Upon Ratification)**

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 employee 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.

**#12 Insert Section IX.2 between paragraph 4 and paragraph 5, ARTICLE IX - NEGOTIATION AND ARBITRATION (Effective Date 1/1/09)**

The Company and the Local Union may refer disciplinary and non-disciplinary grievances to a Mediator from either the Federal Mediation and Conciliation Service or the State of California Conciliation Service for 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.

**#13 Add Section X, ARTICLE X - TERM**

The Company and Union shall meet and include where mutually agreed upon, all relative, "Letters of Understanding" in a jointly published book. Such inclusions, where mutually agreed upon, shall be "letters" that are recognized as being in effect currently.

**#14 Add Section Letters Of Understanding - Personal Days – 59½ Years of Age**

Employees fifty nine and one half (59½) years of age and older may take six (6) 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 six (6) day maximum, unless absolutely unavoidable, and the burden of proof as to unavoidability is on the employee. Absence in excess of the six (6) days without pay for personal reasons constitutes unsatisfactory performance on the part of the employee.

**#15 Add Section II.99 Vehicle Take Home (Effective Date Upon Ratification)**

Vehicle Take Home Policy

The Company, at its option, may establish a take home vehicle policy for any work group/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 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) An individual's privilege to participate in the "Vehicle Take Home Policy" will be immediately revoked should the Company find abuse.

**#16 Expand ET&D Department (Headquarters Division) (Effective Date Upon Ratification)**

Expand Apprentice Distribution System Operator training from 18 months to 24 months. The new 4<sup>th</sup> six months rate will be paid equivalent to the first year DSO rate. Apprentice Distribution System Operator will be ineligible for overtime unless determined by Management. This will affect any Apprentice DSO entering the department after ratification of this agreement.

Distribution System Operator, Apprentice	
1 <sup>st</sup> six months	
2 <sup>nd</sup> six months	
3 <sup>rd</sup> six months	
4 <sup>th</sup> six months	

**#17 Modify Section IV.30 (Customer Service Field) (Effective Date 1/1/09)**

Bidding rights to Service Technician are in the sequence of Meter Service Person, Turn-On Person, Header Truck Assistant. Remaining openings will be filled 50% Gas Department and 50% Meter Reading Department.

**#18 Modify Section IV.29 (Customer Service Field) (Effective Date 1/1/09)**

Bidding rights to Meter Service are in the sequence of Turn On Person, Header Truck Assistant. Remaining openings will be filled 50% Gas Department and 50% Meter Reading Department.

If any classification is unable to fill the bid, the next classification in line will fill the remaining openings for Service Technician and Meter Service Person until exhausted.

**#19 Modify Section IV.27 (Customer Service Field) (Effective Date 1/1/09)**

Bidding rights to Header Truck Assistant are in the sequence 75% Gas Department and 25% Meter Reading Department.

If any classification is unable to fill the bid, the remaining openings will be filled by Company wide bid within the bargaining unit.

**#20 Add Section IV.34 (Customer Service Field) (Effective Date 1/1/09)**

Bidding rights to Customer Service Field will revert to 100% Gas Department as a result of the depletion of the Meter Reading Department.

**#21 Include in new Fleet Section (Fleet Maintenance Call-Out Procedures) (Effective Date 1/1/09)**

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).

**#22 Add new Section (Traffic Control – Gas Department) (Effective Date 1/1/09)**

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. Upon the ratification of this agreement the new position of Traffic Control Specialist will be \$24.00/hr.

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.

The gas distribution progression will be the following:

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

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)

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.

### **#23 Modify Section IV.7 (Gas Department) (Effective Date 1/1/09)**

Future Bid notices for welders will require qualification in either gas welding only or combination gas and arc welding, depending on the needs of the district as determined by management. The decision to train Gas Working Foremen 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 Foremen who are gas and arc trained will have the choice to maintain their dual certification or relinquish their arc welding certification.

**#24 Modify Section IV.14 (Gas Department) (Effective Date 1/1/09)**

Employees qualified 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.

**#25 Modify Section IV.17 (Gas Department) (Effective Date 1/1/10)**

The current process of determining Phase 5 qualification (combination of training and determination by management) will be replaced by a system of training modules and tests for each gas classification. This qualification process will be in effect once the formal training and testing have been developed utilizing Union members as part of the Training Development Team for all gas classifications (Laborer through Working Foreman). Passing of all associated training and tests will qualify an individual for each of the gas classifications based on seniority.

**#26 Add in Section II.75 (Seniority)**

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.

The Company will provide Kiosk's at locations as described through an implementation agreement letter defining, time stamp verification, printer availability and employee receipt capability.

**#27 Add in Section II.79 (Seniority)**

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.

The Company will provide Kiosk's at locations as described through an implementation agreement letter defining, time stamp verification, printer availability and employee receipt capability.

**#28 Add Section III.51 (Troubleshooter Boundary-Less Routing) (Effective Date 9/1/08)**

ETS Boundaries

"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 Trouble shooters so as to aid in the familiarization of "Sister District" equipment.

## **#29 Change Article II.36 (Overtime) (Effective Date 9/1/10)**

### 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 three (3) hours of overtime, and double time thereafter. 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.

## **#30 Field Foreman**

The Company and the Union agree to pilot a new bargaining unit position within the ERO for a period of twelve (12) months.

Two (2) Electric positions to be filled, one (1) at Metro and one (1) at Northeast. Two gas (2) positions to be filled, one (1) at Metro and one (1) at Northeast. Individuals to be chosen by a selection process, determined by the parties.

The Fielding Foreman will act as a Safety Coordinator and actively participate as a BBS Observer and BBS Steering Team Member, represent/participate in their assigned district/s at the quarterly safety committee meeting, support and participate in their assigned district/s Flex Program. The Field Foreman will be a participant in their assigned district/s IRT review process. The Field Foreman will aid in the coordination of all safety meetings and craft safety training. The Field Foreman will conduct frequent field visits to ensure safety, promote efficiency and encourage craft excellence.

The Field Foreman will be available for call-out overtime at the discretion of the ODS. The Field Foreman will act as a liaison between local management and union employee, not to replace the duties of the assigned Shop Steward.

The Company and Union will collaboratively work to further define the scope of work, assignments and other duties not outlined above.

The Field Foreman pilot will begin in 2009. The Company and Union have the right to terminate the pilot with 60 day notice.

### **#31 Revise Language II.8 (On-Call Crew/Call Outs) (Effective Date 1/1/09)**

#### 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 one (1) seven (7) day On-Call shift. The shift will run from 7:00 AM Monday through 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 \$45.00/day for one (1) seven (7) day On-Call shift effective 9/1/10.
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. 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 Lists", then to like classifications 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 employees 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 grievance 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:
    - 1<sup>st</sup> offense—ineligible for next 2 full pay period loss of prearranged
    - 2<sup>nd</sup> offense—ineligible for next 4 full pay period loss of prearranged
    - 3<sup>rd</sup> 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, \$45.00/day effective 9/1/10.
  - 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.

**#32 Revise Language II.7 (Job Site Reporting) (Effective Date Upon Ratification)**

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 posted 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 these 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 will apply;

Volunteers shall be selected from the prearranged 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 assignment, the Company will select a member/s from the other districts volunteer list. The 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 the additional commuting time at the straight-time rate of pay calculated at two (2) minutes for each additional mile plus the current mileage provision in II.66. 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.

**II.66** 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 by utilizing the appropriate overtime list.

**#33 Add Language (Upgrade for In-Charge) (Effective Date 1/1/09)**

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.

**#34 Add Language (Upgrade for In-Charge) (Effective Date 1/1/09)**

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.

**#35 Add Language (Upgrade for In-Charge) (Effective Date 1/1/09)**

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.

**#36 Add Language (Qualifications for Pre-Arranged Overtime Assignments) (Effective Date 1/1/09)**

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.

**#37 Modify Language IV.32 (Customer Service Field) (Effective Date Upon Ratification)**

IV.32 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 customer 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.

**#38 Customer Service Field (Header Truck Assistant / Meter Service Person) (Effective Date 1/1/09)**

Personnel within the Header Truck Assistant and Meter Service Person classifications may be assigned to perform the task of changing out of Gas Stopcocks.

**#39 Postretirement Medical (Health Reimbursement Account) (Effective Date Upon Ratification)**

See attached Company proposal for Health and Welfare benefits letter dated, September 22, 2008.

**#40 Accidental Death & Dismemberment Insurance (Owned Aircraft Coverage) (Effective Date 1/1/09)**

See attached Company proposal for Health and Welfare benefits letter dated, September 22, 2008.

**#41 Wage Clarification (Radio Inspector) (Effective Date 9/1/08)**

Under terms of this agreement the Radio Inspector 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.

**#42 Add Language (Gas Department On-Call Crew/Call Outs)( Effective Date 1/1/09)**

The Company will implement an On-Call Crew/Call Outs program for the Gas Distribution Department.

**#43 Add Section On-Call Crew/Call Outs - Expand On-Call for Moreno Compressor Station Maintenance**

Add an On-Call provision at the Moreno Gas Compressor Station to include the station maintenance (mechanic) department.

# San Diego Gas & Electric / IBEW Local 465 Health and Welfare Benefits

## Last, Best, and Final Company Proposal

September 26, 2008

### TERM:

The term of this agreement shall be three years beginning January 1, 2009 through December 31, 2011, said term to apply only to the Company Proposals contained here in.

### ADDITIONAL VACATION ALLOWANCE:

The Letter of Understanding regarding Additional Vacation Allowance dated November 23, 2005 shall be modified as follows:

Effective September 1, 2010, active, full-time employees who retire after reaching age 60 will be given additional vacation time. The additional vacation time shall be equal to 5% of the employee's extended sick leave reserve as determined at date of retirement, shall be an increase to any additional vacation time currently provided under the above-referenced letter of understanding, and shall be charged to the employee's extended sick leave reserve at date of retirement. The additional vacation time described above may be taken as terminal leave just prior to and in conjunction with the date the employee has elected to retire; or, in the event the employee does not use the additional vacation time as terminal leave, the unused balance will be credited to the employee's Health Reimbursement Account (described below under Postretirement Medical).

### POSTRETIREMENT MEDICAL:

The Company proposes to establish a Health Reimbursement Account (HRA) for purposes of funding the employee's portion of postretirement medical insurance premiums, and such other "qualified medical expenses" pursuant to applicable Internal Revenue Code provisions and associated regulations.

The HRA will be established at the employee's date of retirement for retirements commencing on or after December 1, 2009; or at such earlier date should the Company so designate. Only employees who meet the eligibility requirements to receive postretirement medical benefits will be eligible for the HRA.

An employee's opening HRA balance will be determined based on the value of the following:

1. Unused normal vacation at date of retirement;
2. Unused additional vacation at date of retirement (i.e., vacation that is received as a result of converting a percentage of extended sick leave to vacation in the year of retirement); and

3. Unused normal vacation that is carried over from a prior year. Carryover vacation will be limited to 40 hours until such time as the employee reaches age 55 with at least five years of service. Thereafter, the employee may carryover an additional 40 hours of vacation for a total of 80 hours.

The total number of unused hours, as described above, will be valued at the employee's regular, straight time hourly wage rate at date of retirement.

No lump sum payment of any unused vacation will be made in the year of retirement.

#### SAVINGS PLAN:

The Company proposes to increase the Employee maximum contribution limit from 25% to 50% effective January 1, 2009.

#### ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE:

The Company proposes to include the following addition coverage in Basic Accidental Death and Dismemberment and Supplemental Accidental Death and Dismemberment insurance policies effective January 1, 2009:

##### OWNED AIRCRAFT COVERAGE:

Benefits for Accidental Death and Dismemberment will be payable if the [Employee] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the [Company] or any of its subsidiaries or affiliates.

San Diego Gas & Electric

IBEW Local Union 465

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James Boland

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John C. Hunter

**Meter Reading  
JOB OFFERS (SMART METER)  
LETTER OF UNDERSTANDING**

This Letter Of Understanding is entered into this day 26<sup>th</sup> of September 2008 by and between IBEW Local Union 465 (Hereinafter referred to as "Union") and San Diego Gas & Electric (Hereinafter referred to as "Company").

In an effort to support our Union agreement to provide job offers to Full-Time Meter Readers and to help encourage Full-Time Meter Readers' movement to new positions during "Smart Meter" deployment; the Company will provide lump-sum bonuses to Full-Time Meter Reading employees that voluntarily accept another position within the Company after successfully complete testing and training. The following terms apply to this offer:

1. This offer is only valid for the Full-Time Meter Readers that accept a new position with the Company.
2. The Full-Time Meter Reading employee does not have return rights to their former position once testing and training has been completed and they have been placed in their new position.
3. If there is a reduction in wages as a result of the Full-Time Meter Reader accepting a position within the Company, net bonuses will be given as follows:
  - Meter Readers will receive \$2,000.00
4. The Company and the Union agree that all open bids and/or transfer positions (Union Represented) will be offered on a volunteer basis to only full time Meter Readers. If insufficient bid and/or transfer and/or volunteers exist, the Company and Union will work together to place affected employees in these vacancies by reverse seniority.
5. All current full time Meter Readers shall, on the date of ratification be placed within the Gas Department for seniority purposes.

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James Boland  
Director - Labor Relations

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John C. Hunter  
Business Manager

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James L. Freymiller  
Principal Labor Relations Advisor

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Marty Hunter  
Assistant Business Manager

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Sydney Furbush  
Manager AMO& Meter Reading

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Chris Simmons  
President