



A Sempra Energy utility

Daniel G Neville
Storage Operations Manager
1171 More Ranch Rd
Goleta, California 93117
(805)-681-8068

June 21, 2004

Utility Workers of America
7200 Greenleaf Avenue
Whittier, California 90601

Attention: Bernardo Garcia
Director, Fifth Region

Re: Grievance #2935

Dear Mr. Garcia,

On May 27, 2004, a first – step grievance meeting was held in the Goleta conference room on behalf of Brett Fraley. In attendance for the Union in addition to Mr. Fraley were Dennis Zukowski (Local 483 – President) and Roy Bozarth (Local 483- Vice-President). In attendance for the Company were Drew Gherlone (Maintenance Supervisor), Bob Hilty (Operations Supervisor) and myself.

The union contends that Operations Supervisor, Bob Hilty refuses to pay the relief Station Operations Specialist (SOS) who is a 10 hour a day employee, triple shift premium and split shift premium when he is rescheduled to night shift work. The pay period the Union used as an example occurred May 15 – 28, 2004. The work schedule is as follows;

May 15, 16 – off
May 17, 18 – work swing shift
May 19 off
May 20, 21 – work regular days

May 22 – work swing shift
May 23 – off
May 24, 25, 26 – work regular days
May 27, 28 – off

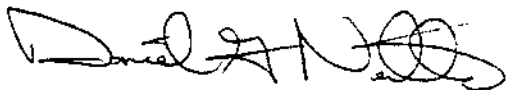
The Union contends that triple shift premium be paid on May 17, 18, and 22 and that split shift premium be paid for 40 hours during the May 15 – 21 work week. The Company agrees with the Union on the triple shift premium and has authorized the pay premium for Mr. Fraley during the above pay period. Triple shift premium is posted after the pay period ends and thus is received by the

employee in the pay check two weeks following close of pay period. Thus in this pay period above, Mr. Fraley should receive the premium in accordance with normal Company pay procedures.

In the above example, the Company disagrees with the Union on the split shift premium as the employee's regular schedule includes two consecutive days off.

The Union is asking that the Company start paying the relief SOS the appropriate premium for split days off and triple shift premiums. The Union is also requesting that affected SOS employees be compensated the premiums dating back to April 1, 2002. This is the first that an employee has requested the triple shift or split shift premiums for SOS work at Goleta. The Company recognizes the premium pay provisions in the Agreement and will compensate accordingly. The Company believes that in the above example the triple shift is applicable and the split shift is not applicable. The Company is offering to pay either premium, if applicable, dating back 90 days from the date of this grievance.

Sincerely,



Daniel G Neville

Cc: Roy Bozarth
Brett Fraley
Drew Gherlone
Bob Hilty
Paul Smith
Rudy Weibel
Dennis Zukowski