Application No.:	A.23-05-010
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Witnesses:	P. Carter-Lockert S. Deana J. Morehead S. Patel N. Schilling S. Trakhtenberg

SOUTHERN CALIFORNIA EDISON®

(U 338-E)

2025 General Rate Case
Rebuttal Testimony

Rebuttal Employee Benefits, Training & Support

Before the

Public Utilities Commission of the State of California

Rosemead, California
April 15, 2024

SCE-17 Vol. 03: Rebuttal Employee Benefits, Training & Support

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I.

INTRODUCTION

In this volume, Southern California Edison (SCE) provides additional support for its Test Year (TY) 2025 forecast of operations and maintenance (O&M) expenses for Employee Benefits, Training, and Support activities. If approved, this funding request will allow SCE to attract, develop, motivate, and retain a high-performing and diverse workforce. Such a workforce is foundational to achieving: (1) SCE's goals regarding Safety and Diversity, People, and Culture, (2) SCE's mission to safely deliver reliable, affordable, and clean energy to its customers, and (3) SCE's long-term objective to help transform the electric power industry by providing clean energy, efficient electrification, grid modernization, and customer choice. The following Business Planning Elements (BPEs) will be discussed within this volume:

Chapter II – Employee Support

Chapter III – Employee Benefits and Programs

Chapter IV – Employee Training

The purpose of this testimony is to address the various recommendations raised by California Public Advocates Office (Cal Advocates), The Utility Reform Network (TURN), and other intervenors related to SCE's proposals for SCE's Employee Support, Benefits and Programs, and Training related forecast for operations and maintenance (O&M) expenses for the 2025 TY.

A. Summary of Rebuttal Position

Table I-1 provides a summary of the Employee Support, Benefits and Programs, and Training 2025 O&M expense forecast for SCE, Cal Advocates, and TURN, along with the variances from SCE's forecast.[1]

[1] The $28.198 million increase in Employee Benefits and Programs reflects the net impact of errata submitted through December 15, 2023. The increase is mostly attributable to a correction to 2022 recorded labor and is partially offset by O&M reductions reflected in other exhibits.

Table I-1
Employee Benefits, Training, and Support
2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN Positions[2,3]
(2022 Constant $000)

Line No.	Business Planning Element	2025 Forecast					Variance from SCE		SCE Rebuttal Position
		SCE Application	SCE Adjustment	SCE Revised Forecast	Cal Advocates	TURN	Cal Advocates	TURN	
1	Employee Support	53,328	0	53,328	45,836	N/A	(7,492)	N/A	52,267
2	Employee Benefits and Programs	517,346	28,198	545,544	347,214	N/A	(198,330)	N/A	538,047
3	Employee Training	88,395	(2,581)	85,814	59,737	N/A	(26,077)	N/A	85,689
4	**Total**	659,069	25,617	684,686	452,787		(231,899)		676,003

1. O&M Forecast Summary

Table I-2 provides the recorded amounts for 2018-2022 and the forecast for 2025 for SCE. For the Employee Benefits, Training, and Support O&M forecasts, Cal Advocates and TURN propose changes to Employee Support, Employee Benefits and Programs, and Employee Training. EPUC proposes changes to specific GRC activities within Employee Benefits and Programs. SCE will address the issues raised by Cal Advocates, TURN, and EPUC related to SCE's 2025 O&M forecast in the below corresponding chapters.

Table I-2
Employee Benefits, Training, and Support
2018-2022 Recorded/2025 O&M Forecast[4]
(2022 Constant $000)

Line No.	Business Planning Element	SCE Recorded					SCE Rebuttal Position
		2018	2019	2020	2021	2022	
1	Employee Support	47,607	47,412	46,686	44,243	43,592	52,267
2	Employee Benefits and Programs	453,069	479,643	471,962	498,108	469,813	538,047
3	Employee Training	70,214	74,388	51,759	51,489	54,514	85,689
4	**Total**	570,890	601,443	570,407	593,840	567,919	676,003

2 SCE's rebuttal position includes labor forecast errata and concessions identified through rebuttal testimony. Intervenor positions and reductions may not align with intervenor testimony due to SCE's updated rebuttal forecasts.

3 Benefit programs shown in nominal dollars.

4 Benefit programs shown in nominal dollars.

II.

EMPLOYEE SUPPORT

This chapter presents the TY 2025 forecast for SCE's Employee Support. For TY 2025, SCE forecasts $52.267 million of O&M expenses. This BPE is composed of the employment-related activities which support the entire enterprise. These activities help the Company's employees maintain a healthy and productive environment, and affirm the Company's stated goals regarding Diversity, People, and Culture. Employee Support contains the Operating Unit (OU) Support Services and Talent Solutions GRC activities. Table II-3 below summarizes the 2025 O&M expense forecast for SCE, Cal Advocates, and TURN, along with the variances from SCE's forecast. TURN did not offer testimony recommending an adjustment to Talent Solutions.

Table II-3
Employee Support
2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN Positions
(2022 Constant $000)

Line No.	Employee Support	2025 Forecast			Variance from SCE	
		SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	OU Support Services	40,008	35,078	34,354	(4,930)	(5,654)
2	Talent Solutions	12,260	10,758	N/A	(1,502)	N/A
3	**Total**	52,267	45,836		(6,432)	

A. Operating Unit (OU) Support Services

1. SCE Application

OU Support Services spans the entire Company, and is not specific to any one OU. The responsibilities here include supporting the Operating Units as a whole, such as providing Business Partner Support and Organizational Development/Organizational Effectiveness Support. Other beneficial activities include employee-specific activities, such as Employee Relations, Labor Relations, Internal Communications, and Administrative Support. OU Support Services expenses and forecasts are presented in Table II-4 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

As described in Ex. SCE-06, Vol. 3, SCE committed to updating its financial forecast for incremental savings associated with SCE's Operational Excellence (OE) efforts that were not yet

sufficiently operationalized or matured at the time SCE submitted opening testimony.[5] Consistent with that commitment, SCE is reducing its OU Support Services TY forecast by $1.060 million, including $0.804 million for the elimination of the Employee Outreach Team, and $0.256 million in cost savings from the implementation of HR Replatform. This reduction is explained further in testimony below and is reflected in SCE's Rebuttal Position in Table II-3 above and Table II-4 below.

Table II-4
OU Support Services
2018-2022 Recorded/2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN Positions
(2022 Constant $000)

Line No.	OU Support Services	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	24,828	26,196	26,945	24,650	24,190	27,779	25,538	25,590	(2,241)	(2,189)
2	Non-Labor	8,876	9,088	8,272	9,237	8,294	12,229	9,539	8,764	(2,689)	(3,465)
3	Other	-	-	-	-	-	-	-	-	-	-
4	**Total**	33,704	35,283	35,217	33,888	32,484	40,008	35,078	34,354	(4,930)	(5,654)

2. Cal Advocates

Cal Advocates recommends a TY 2025 forecast of $35.078 million for OU Support Services, which is a 12 percent reduction, or $4.930 million less than SCE's rebuttal position.

a) Cal Advocates Recommends Reductions To SCE's Labor Forecast

Cal Advocates proposes cuts to SCE's forecast labor costs for OU Support Services. Specifically, Cal Advocates recommends $25.538 million for OU Support Services labor, which represents a reduction of $2.241 million to SCE's rebuttal position. Cal Advocates' proposed reduction is associated with Cal Advocates' opposition to SCE's request for 23 additional headcount.[6] Cal Advocates does not believe SCE has provided sufficient support for the additional funding and argues that SCE should fill its current vacant positions before requesting additional headcount.[7]

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5 *See* Ex. SCE-06, Vol. 3, pp. 86-97.

6 The 23 additional headcount consists of ten positions in the HR Business Partners department, three positions in the Organizational Change Management department, one in Labor Relations, two in Total Rewards, three in HR Operations and four in Workforce Planning & Analytics. *See* App. A, SCE's response to data request PubAdv-SCE-019-LRS Q1a Revised.

7 Ex. CA-20, p. 7.

b) Cal Advocates Recommends Reductions to SCE's Non-Labor Forecast

Cal Advocates also proposes several cuts to OU Support Services' non-labor costs. Specifically, Cal Advocates recommends $9.539 million, which is a reduction of $2.689 million from SCE's rebuttal position. Cal Advocates' proposed non-labor cuts include, but are not limited to, reductions due to the market pricing of jobs, consulting work over the four-year GRC cycle, and contractual changes for Health and Wellness expense.[8]

3. TURN

TURN recommends a TY 2025 forecast of $34.354 million for OU Support Services, which is a 14 percent reduction, or $5.654 million less than SCE's rebuttal position.

a) TURN Recommends Reductions to SCE's Labor Forecast

TURN recommends an OU Support Services labor forecast of $25.590 million, which is an 8 percent reduction to SCE's rebuttal position of $27.779 million. TURN opposes SCE's requested increase in labor costs stating SCE has "not identified or justified the increment between the Last Recorded Year and the test year."[9] TURN also states that SCE has not included expected savings from the 10 positions SCE seeks to add to the HR Business Partners (HRBP) group (cost savings that would come in the form of raising employee satisfaction, detecting and managing emerging concerns early, reducing turnover and training expenditures, etc.) in its GRC forecast; thus, TURN recommends disallowing the forecast for the positions.[10] TURN also recommends reductions to forecast costs related to the Data Scientist position because SCE did not reduce the TY forecast to account for potential savings expected from the Data Scientist's activities (such as cost savings by automating repetitive tasks, reducing time-to hire, etc.).

b) TURN Recommends Reductions to SCE's Non-Labor Forecast

TURN recommends a forecast of $8.764 million, which is a 28 percent reduction to SCE's rebuttal position of $12.229 million. Specifically, TURN recommends a reduction to SCE's forecast costs related to the market pricing of jobs. TURN does not think SCE justified the entire increase.

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[8] Ex. CA-20, p. 8.

[9] Ex. TURN-14, p. 4.

[10] Ex. TURN-14, p. 4.

4. SCE's Rebuttal to Cal Advocates and TURN's Positions

a) Cal Advocates' Recommended Forecast Does Not Allow for Attrition, which SCE Incorporates Into Its Forecasts

Cal Advocates states that SCE should focus on filling its current vacancies prior to forecasting an additional incremental amount.[11] Cal Advocates' statement is based on the number of vacancies that existed on one day in 2023.[12] In any large organization, it is a given that there will be a number of vacant positions at any point in time. This is a result of temporary employee attrition, which is driven by voluntary or involuntary termination, retirement, or death. Attrition is an inevitable part of the business cycle. The notion that a large company would have no vacant positions is unrealistic. It overlooks the dynamic nature of the workforce and the constant ebb and flow of employees within an organization.

SCE, recognizing this reality, incorporates attrition into its financial forecasts. Specifically, we reduce our overall labor budget forecast by 6 percent to account for anticipated vacancies. This is not a reflection of poor management, but rather a prudent measure to ensure financial accuracy and sustainability. As stated in testimony, SCE had a high number of vacancies due to a shortage of suitable candidates and an increase in turnover.[13] Cal Advocates also omits the effects that COVID-19 played on the workforce in 2021. As stated in testimony, due to safety and in accordance with government directives, SCE needed to make necessary adjustments to normal operations and practices in order to mitigate the risk of spreading COVID-19.[14]

Contrary to Cal Advocates' claim that "SCE is failing to fill its vacant positions (of 36.36) that have already been funded by ratepayers,"[15] SCE spent over its authorized revenue for this activity by $0.946 million in 2021 as shown in Table II-5. In 2022, SCE spent $0.300 million over authorized. For 2023, SCE recorded $34.612 million in OU Support Services, or $1.328 million above the 2023 authorized amount. SCE incurred these over-authorized costs because it deemed filling these positions as necessary to operate.

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[11] Ex. CA-20, p. 6.

[12] *See* App. A, SCE's response to data request PubAdv-SCE-244-LRS, Q1a-d.

[13] Ex. SCE-06, Vol. 4, p. 1.

[14] Ex. SCE-06, Vol. 4, p. 12.

[15] Ex. CA-20, p. 7.

Table II-5
OU Support Services
2023 Recorded to Authorized[16] Expenses
(2022 Constant $000)

OU Support Services	2021	2022	2023
GRC Authorized	$ 32,942	$ 32,454	$ 33,284
Recorded	$ 33,888	$ 32,484	$ 34,612
Difference	$ (946)	$ (30)	$ (1,328)

b) Contrary To Cal Advocates' And TURN's Assertions, SCE Justified The Need For Additional OU Support Services Positions, And Demonstrated The Cost Savings That Would Be Realized

In order to meet the evolving impacts of technology, infrastructure modernization, changing customer demands, and the move toward meeting our 2045 Pathways goals,[17] OU Support Services will need to grow to support the enterprise. With several factors leading to an evolving workplace structure that includes a combination of fully onsite, hybrid and fully remote employees, an emphasis on psychological and physical safety, and the changing demography of the workforce, it is imperative for employees to have immediate onsite access to human resources professionals to provide advisement, direction, and a confidential outlet for work environment improvements.[18]

While Cal Advocates claims that SCE failed to provide sufficient documentation to justify the hiring of 23 additional OU Support Services positions,[19] that is simply not true. SCE provided evidence that SCE's total requested level of HR Business Partners (HRBP) is lower than the industry average. Under SCE's proposal, the HRBP group will have a total headcount of 32 including the requested addition of 10 employees.[20] That is *lower* than what benchmark data from PricewaterhouseCoopers suggests would be an appropriate headcount for a company of SCE's size. That

16 *See* D.21-08-036.

17 Ex. SCE-01, Vol. 1, Steve Powell's Policy testimony.

18 Ex. SCE-06, Vol. 4, p. 23.

19 Ex. CA-20, p. 6.

20 Ex. SCE-06, Vol. 4, p. 23.

benchmark data states that a headcount of 35 employees would actually be appropriate based on SCE's current population of 13,835 employees as of December 31, 2023.[21]

TURN states SCE did not provide additional savings due to adding these positions.[22] That is not true. SCE's 2025 TY for OU Support Services includes $0.340 million in savings.[23] In addition, as described in Ex. SCE-06, Vol. 3, SCE committed to updating its financial forecast for incremental savings associated with SCE's Operational Excellence (OE) efforts that were not yet sufficiently operationalized or matured at the time SCE submitted opening testimony.[24] Consistent with that commitment, SCE is reducing its OU Support Services TY forecast by $1.060 million[25] related to the following: Effective January 23, 2024, SCE eliminated its Employee Outreach Team (EOT) and established the HR Business Partner Geographic team. Different from the HRBP who are aligned to support specific Operating Units (OUs), the Geographic team will support all OUs located in their specific territory. This will allow employees in the field better access to HR support.[26]

Further, while OU Support Services may not always provide quantifiable savings through cost efficiencies, the team will provide avoided costs or intangible benefits. These unquantifiable savings are nonetheless real and significant. Some avoided cost savings that will be realized through additional staffing include:

- Enhancing productivity within the organization by aligning people strategies, fostering employee engagement, and optimizing workforce performance.
- Avoiding anticipated expenses due to proactive measures such as raising employee satisfaction.
- Identifying potential issues early, so we can take corrective action before the problem escalates, thereby saving on potential future costs.

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21 *See* App. B, WP SCE-06, Vol. 4, Book A, p. 44, 2022 PwC Saratoga Human Capital Effectiveness Benchmarking Survey.

22 Ex. TURN-14, p. 4.

23 *See* App. A, SCE's response to data request PubAdv-SCE-019-LRS, Q1a-b Revised, attachment "Employee Support Revised", "Employee Support Labor and Non-Labor Breakdown".

24 *See* Ex. SCE-06, Vol. 3, pp. 86-97.

25 *See* App. C, Operational Excellence Savings.

26 While SCE does not believe a reduction is justified, if the Commission should agree with Cal Advocates or TURN on the reduction to OU Support Services, $0.900 million should be removed from the overall reduction.

- Resolving conflict effectively, which leads to better team dynamics, improved morale, and increased productivity.
- Enhancing SCE's reputation and increasing employee satisfaction by ensuring consistency in processes and fairness in dealings.
- Reducing staff turnover, often a significant expense, by investing in employee satisfaction and development. Costs associated with recruitment, onboarding, and training new employees can be substantial.
- Managing change effectively to achieve company objectives more efficiently and ensure the sustainment of those changes, which can lead to long term savings.

While these savings might not appear instantly, they contribute significantly to the Company's overall health and sustainability.[27]

c) Cal Advocates and TURN Fail to Recognize the Modernization of Technology

Both Cal Advocates and TURN recommend a reduction to SCE's forecast of a Data Scientist within the People Operations group as well as other roles in our Workforce Analytics group.[28] Cal Advocates opposes the hiring of any new positions,[29] and TURN argues that SCE does not incorporate cost savings from the addition of a Data Scientist and other Workforce Analytics group hires.[30]

The key role of the Data Scientist and Data Analytic positions will be to focus on Artificial Intelligence (AI) and Machine Learning (ML), which will play a pivotal role in transforming SCE's Talent Acquisition and Talent Management, optimizing processes, and enhancing decision-making. In Talent Acquisition, these technologies efficiently sift through vast hiring and talent pool data sets to identify ideal candidates based on skills, experiences, and cultural fit, while ML algorithms predict candidate success using historical hiring data. In Talent Management, AI contributes to performance analysis, employee engagement, and personalized career development plans, all of which

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[27] Ex. SCE-06, Vol. 4, p. 23.

[28] *See* App. A, SCE's response to data request PubAdv-SCE-019-LRS, Q1 a-b Revised, attachment "Employee Support Revised".

[29] Ex. CA-20, p. 7.

[30] Ex. TURN-14, pp. 5-6.

foster organizational success. The implementation of AI leads to cost savings by automating repetitive tasks, reducing time-to-hire, and mitigating human bias. AI-driven tools streamline resume screening, allowing HR professionals to focus on strategic aspects, and predictive analytics helps in proactively addressing issues, ultimately minimizing turnover costs and ensuring a more cost-effective approach to talent acquisition and management.

The feasibility of leveraging ML and AI to predict staffing issues is promising at SCE, and we are in the process of piloting those to understand the relationship between certain factors and attrition. These technologies excel in analyzing vast datasets, identifying patterns, and making predictions based on historical and real-time information. ML algorithms can assess a range of factors, including employee performance, turnover rates, and market trends, to forecast potential staffing challenges. By analyzing patterns of attrition and identifying factors contributing to employee dissatisfaction, AI can enable proactive measures such as targeted interventions or personalized retention strategies. This predictive capability not only helps in minimizing disruptions caused by unexpected departures but also allows organizations to optimize workforce planning, allocate resources more efficiently, and ultimately create a more resilient and adaptable staffing strategy. The ability to foresee potential staffing issues provides a strategic advantage, allowing businesses to stay ahead of challenges and foster a more stable and productive workforce.

For example, SCE intends to use critical industry indicators or specific key performance indicators (KPIs) for predicting staffing issues through AI and ML. These will include, but are not limited to, predicting:

- Turnover Rate: Calculated as the percentage of employees leaving the organization within a specific time period. High turnover rates may indicate potential staffing challenges. Historical data can be used to better predict future activities.
- Absenteeism Rate: Measures the percentage of scheduled work hours that employees miss. Elevated absenteeism rates can be indicative of workforce management issues. This data is being captured at SCE, but we will use ML to draw patterns for potential issues.
- Time-to-Fill Positions: Reflects the average time taken to fill open positions. Prolonged time-to-fill metrics may suggest recruitment challenges and potential staffing shortages. SCE has multiple systems used for hiring and

recruitment and correlation between the data sets across systems requires AI and ML to be more coherently predictive.

- Skill Gap Analysis: Assesses the misalignment between the skills required for critical roles and the skills possessed by the existing workforce. AI and ML can help predict future skill gaps based on evolving industry demands.

Both Cal Advocates and TURN challenge SCE's hiring of Data Scientists and Data Analysts, arguing that SCE has not provided quantitative cost savings as a result of these future hirings. However, this technology is revolutionary. The type of information these AI and ML can provide has not been experienced before, meaning that the full range of potential benefits is not yet known and may take some time to be realized. The predictions made by the processes indicated above will lead to better hires, which will lead to lower turnover, which will lead to lower hiring costs in the future. As with technology solutions, there is an initial costs to invest in the process. The benefits will be delivered over time.

As discussed in SCE's direct testimony and directly above, SCE launched an employee-led continuous improvement effort called Operational Excellence (OE) and has identified additional savings since filing the application. Effective January 1, 2024, SCE was able to eliminate four positions from its Talent Acquisition and People Operations groups. HR is in the process of implementing the HR Replatform project. HR Replatform is a company-wide effort to transition SCE's current SAP Human Capital Management System to the SAP SuccessFactors platform, a cloud-based system that will improve user experience and business processes. Because of this technology solution, SCE has further reduced its TY forecast for OU Support Services by $0.256 million.[31,32] Additionally, with the transition to HR Replatform, Because of this technology solution, SCE has further reduced its TY forecast for OU Support Services by $0.256 million.[33,34]

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31 While SCE does not believe a reduction is justified, if the Commission should agree with Cal Advocates or TURN on the reduction to OU Support Services, $0.288 million should be removed from the overall reduction.

32 *See* App. C for Operational Excellence Savings.

33 While SCE does not believe a reduction is justified, if the Commission should agree with Cal Advocates or TURN on the reduction to OU Support Services, $0.288 million should be removed from the overall reduction.

34 *See* App. C for Operational Excellence Savings.

d) Cal Advocates and TURN Ignore the Need to Increase Forecast Labor Costs Due to Higher-Than-Expected Attrition in OU Support Services During the Base Year 2022.

As explained above, SCE budgets its forecasts based on a six percent attrition rate. That is to say, instead of budgeting 100 percent of the labor dollars needed to pay the existing employee population, HR forecasts 94 percent of the total labor budget. In 2022, due to our higher turnover rate and the longer time to backfill positions, SCE's attrition rate was greater than 6 percent. Because positions took longer to backfill, SCE did not record sufficient labor expense in 2022 to account for the budgeted headcount in the TY 2025. SCE needs to add an additional $1.114 million to 2022 recorded labor costs to account for the higher attrition rate.[35] The Commission should approve the $1.114 million increase to fund our current workforce.

e) Cal Advocates Ignores SCE's Direct Testimony and Data Request Responses Which Support SCE's Request for Increased Headcount

Cal Advocates states "SCE's testimony, workpapers, and data-request responses failed to include documentation for review…and failed to include analysis that demonstrated that…current staffing level…was insufficient."[36] It is incorrect that SCE did not provide documentation demonstrating the necessity of its proposed increase and demonstrating that recorded 2022 expenses would be insufficient to cover the incremental TY activities. SCE submitted initial testimony, comprehensive workpapers and responded to approximately 40 data request questions specifically regarding Employee Support and OU Support Services. Additionally on September 11, 2023, SCE met with three Cal Advocates analysts virtually and presented an overview of Ex. SCE-06, Vol. 4 and responded to any questions the analysts had. While verbal responses were provided to questions during the meeting, SCE followed up by providing Cal Advocates with written responses to each of its verbal data requests.[37] As explained in the Excel attachment to response, PubAdv-SCE-019-LRS Q1a-b Employee Support Revised, OU Support Services needs 23 additional headcount to support the growing workforce.[38] The current staffing levels are sufficient if the current employee population remains

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[35] *See* App. A, SCE's response to PubAdv-SCE-019-LRS, Q1a-b Revised, attachment "Employee Support Revised"; $0.799 million for HR, $0.102 million for Corporate Affairs, and $0.213 million for Finance.

[36] Ex. CA-20, p. 6.

[37] *See* App. A, SCE's responses to data request PAO-SCE-Verbal-018, Q1-9.

[38] *See* App. A, SCE's response to data request PubAdv-SCE-019-LRS, Q1a-b Revised.

consistent, however, as indicated in our testimony, this is not the case. Some of the following growing areas will lead to incremental headcounts and require additional OU Support Services resources;

- Changes due to Pathway 2045,[39]
- The increased headcount in our lineworkers and planners,[40]
- Increases to the Safety and Reliability Investment Incentive Mechanism (SRIIM) positions,[41] and
- The benchmarked positions for HRBP.[42]

f) Cal Advocates Confuses SCE's Request for Costs to Market Price Jobs With a Request for a Wage Adjustment

Cal Advocates opposes SCE request for an incremental increase of $400,000 to "market price jobs."[43] Cal Advocates argues that SCE already has a Total Compensation Study (TCS), that "the Commission has a long-standing policy of disallowing overall wage adjustments when current compensation is within +/- 5% of market," and that SCE's compensation is within this range, according to the TCS. Cal Advocates therefore "recommends no incremental adjustment for job-market pricing."[44]

To be clear, SCE is not requesting an incremental *wage* adjustment based on the market price of jobs. The $400,000 is not a wage increase at all; rather it reflects the cost required to pay vendors and purchase surveys to market price jobs on an annual basis.

SCE has determined that it needs to perform this market pricing of jobs on an annual basis. This is in addition to the once-in-four-year TCS. The TCS is a survey conducted for the purpose of informing the GRC. It compares the utility's current total compensation, which consists of base pay, short-term incentives, and benefits for all employees, plus long-term incentives for executives and certain jobs in the Manager/Supervisor category, to the market to ensure the total compensation package is reasonable.[45] Different from the TCS, the market pricing of jobs is an annual review of only

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[39] Ex. SCE-01, Vol. 1, Steve Powell's Policy testimony.

[40] *See* App. B, WP SCE-06, Vol. 4, Book A, pp. 38-42, Gaps in the Energy Workforce.

[41] Ex. SCE-02, Vol. 2, Part IV.

[42] *See* App. B, WP SCE-06, Vol. 4, Book A, p. 44, 2022 PwC Saratoga Human Capital Effectiveness Benchmark Survey.

[43] Ex. CA-20, p. 8.

[44] Ex. CA-20, p. 8.

[45] Ex. SCE-06, Vol. 5, Total Compensation Study.

base pay and incentive compensation to the rest of market. Companies market price jobs not only to ensure they are paying appropriately with the market so they can competitively compete for talent, but also to ensure they are not overpaying compared to the market, which helps keep costs fair for our customers. SCE used to perform this review bi-annually. However, in light of the recent surge in inflation, the increasingly competitive job market, and higher than normal turnover rate SCE has been experiencing, SCE transitioned to an annual schedule. It is because we market price jobs on an annual basis that our TCS results are close to market. Inclusion of costs to market price jobs in SCE's OU Support Non-Labor forecast is therefore reasonable.

g) SCE Has Normalized Its Forecast Costs for Benefits, Compensation Plans and Consulting Work

As explained in SCE's response to TURN-SCE-012 Q7a-d, SCE forecasted costs that are anticipated for union negotiations that may occur in the future.[46] The current collective bargaining agreement is scheduled to end during the forecast period of 2025-2028. Based on SCE's historical experience with collective bargaining agreements and negotiations, SCE's forecast includes changes to compensation and benefits due to union negotiations, and those negotiations and resulting benefit changes will require consultant and vendor support. It is unknown what benefit changes may result from negotiations; accordingly, SCE did not include any changes to the benefit or compensation plans based on future union negotiations. However, due to the extremely high likelihood of benefit negotiations occurring, SCE has included the forecast costs for consultants during the negotiation process and vendors for implementing negotiated changes. These costs were determined for the entire forecast period from 2025-2028 and then normalized (divided by four) to develop the forecast amount for TY 2025.

Additionally, incremental increases reflect the return to pre-pandemic annual activities, such as the annual Business Briefing[47] and business expenses, such as travel. These costs are not reflected in the BY 2022 because employees were still working virtually at the time and were just beginning to return to the office in the BY 2022.[48]

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[46] *See* App. A, SCE's response to data request TURN-SCE-012, Q7a-d.

[47] Ex. SCE-06, Vol. 4, p. 24.

[48] *See* App. A, SCE's response to data request PubAdv-SCE-019 LRS, Q1a-b Revised, attachment "Employee Support Revised".

The incremental increases also include postage and graphics for Corporate Payroll related operations. HR has also commenced special projects such as the HR Re-platform and the Job Architecture project that were not included in the Employee Support 2022 BY due to the COVID-19 pandemic. These projects require consultants which provide expert advice and solutions. These consultants have specialized knowledge, skills, and experience to assist in solving problems, improving operations, and achieving our goals.

Cal Advocates also states that SCE's breakdown of its adjustment to the BY do not match its forecast and recommends a reduction of $0.022 million.[49] Cal Advocates' recommendation is based on SCE's response to a data request. However, SCE subsequently provided a revised data request response to Cal Advocates showing that the incremental costs in the summary sheet agree with the numbers on the incremental non-labor tab.[50]

5. Conclusion

SCE recognizes the importance of adapting to evolving technology, infrastructure changes, and shifting customer demands. As part of 2045 Pathway goals, OU Support Services must expand to effectively support the organization. Factors like a diverse workplace structure, emphasis on safety, and workforce demographics necessitate immediate access to human resources professionals. While additional staff may not always lead to cost efficiencies immediately, they play a crucial role in maintaining operational effectiveness. SCE's request to increase the HRBP group aligns with industry standards and aims to bolster decision-making. Notably, roles like Data Scientists, focused on AI and ML, contribute to organizational transformation. Contrary to Cal Advocates' claims, SCE has provided evidence justifying this expansion. SCE maintains close alignment with market rates due to its annual job market pricing. However, this practice does not necessarily imply wage increases, as suggested by Cal Advocates. In fact, market pricing allows for assessments where no increase may be warranted. Additionally, SCE proactively accounts for benefit negotiations by including forecasted consultant costs and vendor expenses. These figures, spanning the 2025-2028 forecast period, have been appropriately normalized to derive the overall forecast amount. In summary, SCE's strategic approach balances workforce growth, financial prudence, and operational excellence, ensuring the organization's long-term

[49] Ex. CA-20, p. 9.

[50] *See* App. A, SCE's response to data request PubAdv-SCE-019 LRS, Q1a-b Revised, attachment "Employee Support Revised".

health and sustainability. The Commission should approve SCE's request of $40.008 million for the OU Support Services GRC Activity.

B. Talent Solutions

1. SCE Application

The Talent Solutions department provides governance, consultation, guidance, and assistance with attracting, assessing, and managing organizational talent. These activities support SCE's constant demand for a skilled and diverse workforce at all levels of the organization. Talent Solutions provides expertise in Talent Acquisition and Diversity, Equity, and Inclusion. Talent Solutions expenses and forecasts are presented in Table II-6 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates and TURN for TY 2025. TURN did not provide testimony regarding SCE's Talent Solutions forecast.

Table II-6
Talent Solutions
2018-2022 Recorded/2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN Positions
(2022 Constant $000)

Line No.	Talent Solutions	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	5,533	5,034	5,336	5,121	5,160	6,737	5,236	N/A	(1,501)	N/A
2	Non-Labor	8,370	7,095	6,132	5,235	5,948	5,522	5,522	N/A	-	N/A
3	Other	-	-	-	-	-	-	-	N/A	-	N/A
4	**Total**	13,903	12,129	11,468	10,356	11,108	12,260	10,758		(1,501)	

2. Cal Advocates

Cal Advocates proposes $10.758 million for Talent Solutions, which is a 12 percent reduction to SCE's rebuttal position of $12.260 million. Specifically, Cal Advocates recommends a reduction of $1.502 million to the Talent Solutions' labor forecast, which Cal Advocates characterizes as being associated with SCE's request for three additional headcount. Cal Advocates contends that Talent Solutions currently has vacant positions and that SCE failed to provide documentation that SCE is unable to complete the work without these three additional positions. Cal Advocates does not oppose SCE's Talent Solutions non-labor forecast of $5.522 million.

3. SCE's Rebuttal to Cal Advocates' Position

a) Cal Advocates Fails to Understand the Effects of Attrition

As stated above regarding attrition in the OU Support Services GRC Activity, it is a common occurrence in sizable corporations to have a certain number of open roles at any given moment. It is attributed to the ebb and flow of employees through turnover, which can be caused by voluntary resignation, forced dismissal, retirement, or even death. The idea that a large company could operate without any vacancies is impractical and fails to consider the fluidity and ever-changing landscape of its workforce.

In testimony, SCE states that due to a tight labor market and the phenomenon known colloquially as the Great Resignation, our organization faced a substantial increase in vacancies. These vacancies were primarily driven by shortages of qualified candidates and a surge of employee turnover, which even impacted our Recruiting team. Our turnover rate increased to 7.4 percent, a 45 percent increase in 2022.[51] In 2022, SCE hired a record number of approximately 3,500 employees due to this higher turnover.[52] These are not all incremental positions, but existing positions that have been filled only to be filled again. To perform this activity, SCE needs additional recruiters. The need for additional recruiters is underscored by the increased workload brought about by higher turnover rates and a scarcity of suitable candidates in a highly competitive job market. The recruitment process becomes more labor-intensive as recruiters are required to engage with a larger pool of potential hires over an extended period. This not only lengthens the recruitment timeline, but also delays the time it takes to successfully fill a vacancy.

b) Cal Advocates Ignores the Justification for the Incremental Increase for Talent Solutions

Cal Advocates says the Commission should not approve the three new recruiting positions and attributes those positions as driving the $1.502 million increase.[53] As documented in SCE's response to PubAdv-SCE-019-LRS Q1a-b Employee Support Revised Attachment, however, SCE is only forecasting $0.400 million for the three new recruiters.[54] Cal Advocates is inadvertently

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[51] Ex. SCE-06, Vol. 4, p. 1.

[52] Ex. SCE-06, Vol. 4, p. 2.

[53] Ex. CA-20, p. 10.

[54] *See* App. A, SCE's response to data request PubAdv-SCE-019-LRS, Q1a-b Revised, attachment "Employee Support Revised".

including an accounting change of $0.717 million (due to the Onboarding Group having transferred from the OU Support Services group to the Talent Solution group) in its proposed reduction to the Talent Solutions forecast. This is not incremental headcount as Cal Advocates states, but an accounting entry showing the movement of the Onboarding team to better align with the Talent Acquisition department within Talent Solutions. The Commission should thus approve the $0.717 million movement of the Onboarding Team even if it does not approve the three new recruiters.[55] Cal Advocates has not provided any testimony to suggest it is opposed to these costs.

Furthermore, as stated previously, SCE budgets six percent for attrition. In 2021 and 2022, the country was experiencing the Great Resignation, and the Talent Solutions department was no different. Due to our higher turnover rate and the longer time to backfill positions, SCE's attrition rate was greater than 6 percent. SCE needs to add an additional $0.384 million to recorded labor costs to account for the higher attrition rate. That is to say, open positions took longer to fill and so did not record enough labor expense in the Base Year to account for the budgeted headcount in the TY.[56] The Commission should approve the $0.384 million increase to fund our existing workforce. Cal Advocates has not provided any testimony to suggest it is opposed to these costs.

c) Cal Advocates' Recommendation to Remove Three Recruiters Has Errors

Cal Advocates states that SCE's 7.69 vacant positions in Talent Solutions during 2023 have already been included in rates and SCE should not be allowed any additional positions until these have been filled, particularly given that SCE underspent against authorized for 2022.[57] But, as shown in Table II-7 below, SCE is only slightly below its authorized spend for 2023 by about $0.3 million. This is due to the lingering effects the COVID-19 pandemic had on hiring as hiring was reduced. Additionally, as explained in testimony, hiring also decreased in 2021 and 2022 due to not backfilling positions because of the need to defer certain non-wildfire-related activities and programs in order to address emergent public safety risks.[58] We also recorded fewer relocation expenses during those

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55 If the Commission does not approve the incremental increase in Talent Solution for this accounting change, the Commission should ignore the reduction in the OU Support GRC Activity which is the offset of this transfer. *See* App. A, SCE's response to data request PubAdv-SCE-019-LRS, Q1a-b Revised, attachment "Employee Support".

56 Instead of budgeting 100 percent of the labor costs in any given year, SCE budgets 94 percent of its labor budget to allow for attrition.

57 Ex. CA-20, p. 10.

58 Ex. SCE-06, Vol. 4, p. 20.

pandemic years. Since COVID, SCE has gradually ramped up its hiring and relocation expenses as shown in Table II-7 below. SCE needs additional recruiters to support the higher-than-normal turnover, hard-to-fill positions and the tighter candidate pool. The cost for these additional recruiters is $0.400 million,[59] not $1.502 million as suggested in Cal Advocates' testimony.[60] The Commission should approve the request for $0.400 million for the addition of three additional recruiters.

Table II-7
Talent Solutions
Recorded to Authorized[61] Expenses for 2023
(2022 Constant $000)

Talent Solutions	2021	2022	2023
GRC Authorized	$ 12,415	$ 12,138	$ 12,506
Recorded	$ 10,356	$ 11,108	$ 12,158
Difference	$ 2,059	$ 1,030	$ 348

4. Conclusion

The increasing complexities of the recruitment landscape, driven by high turnover rates, a lack of qualified candidates, and a competitive job market, necessitate more recruiters. The recruitment process has become lengthier due to the need to engage with more candidates, leading to longer vacancy periods. Thus, expanding the recruitment team is a strategic move to improve efficiency and timely filling of vacancies. The Commission should approve SCE's full request of $6.737 million for its Talent Solutions labor forecast. The Commission should also approve SCE's uncontested forecast of $5.522 million for its Talent Solutions non-labor forecast.

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[59] *See* App. A, SCE's response to data request PubAdv-SCE-019 LRS, Q1a-b Revised, attachment "Employee Support Revised".

[60] *See* CA-20, p. 10 ("Cal Advocates recommends that these three new positions be removed from SCE's forecast. Cal Advocates removed the full $1.502 million from its forecast for FERC Account 920921 for Talent Solutions Labor.")

[61] *See* D.21-08-036.

III.

EMPLOYEE BENEFITS AND PROGRAMS

This chapter presents the TY 2025 forecast of SCE's Employee Benefits and Programs. For TY 2025, SCE reaffirms in this rebuttal testimony its forecast of $538.047 million for Employee Benefits and Programs. Table III-8 below provides a summary of the 2025 O&M expense forecast for SCE, Cal Advocates, and TURN, along with the variances from SCE's forecast.

Table III-8
Employee Benefits and Programs
2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN's Positions[62]
(2022 Constant $000)

Line No.	Employee Support	2025 Forecast			Variance from SCE	
		SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	401K Savings Plan *	129,716	129,716	124,570	-	(5,146)
2	Dental Plans *	13,125	13,125	N/A	-	N/A
3	Disability Management - Administration	1,112	1,112	N/A	-	N/A
4	Disability Management - Programs *	14,505	14,505	N/A	-	N/A
5	Executive Benefits *	17,817	8,909	N/A	(8,909)	N/A
6	Executive Compensation	17,438	14,394	N/A	(3,044)	N/A
7	Group Life Insurance *	1,325	1,325	N/A	-	N/A
8	Long-term Incentives	22,017	-	-	(22,017)	(22,017)
9	Medical Programs *	151,408	126,312	130,539	(25,096)	(20,869)
10	Miscellaneous Benefit Programs *	2,390	2,390	N/A	-	N/A
11	PBOP Costs *	-	-	-	-	-
12	Pension Costs *	44,934	44,934	17,000	-	(27,934)
13	Recognition	411	-	N/A	(411)	N/A
14	Severance	1,288	1,288	N/A	-	N/A
15	Short-Term Incentive Program	118,338	43,195	70,309	(75,143)	(48,029)
16	Vision Service Plan *	2,223	2,223	N/A	-	N/A
17	**Total**	538,047	403,428		(134,620)	

*Benefit programs shown in nominal dollars.

[62] SCE's rebuttal position includes labor forecast errata and concessions identified through rebuttal testimony. Intervenor positions and reductions may not align with intervenor testimony due to SCE's updated rebuttal forecasts.

A. Incentive Compensation Programs

SCE provides two short-term incentive pay plans: the Short-Term Incentive (STI) plan for non-executives and the Executive Incentive Compensation (EIC) plan for officers and other executives. The STIP GRC Activity encompasses both the STI plan and the short-term incentive for non-officer executives under the EIC plan. Accordingly, the two programs within the STIP GRC Activity are sometimes referred to collectively as the Short-Term Incentive Program (STIP), although the acronym STIP is also sometimes used to refer solely to the STI plan for non-executives.

The Executive Compensation GRC Activity includes the EIC plan (EICP) benefit for officers, but not the EIC plan benefit for other executives. The Commission has previously acknowledged that the mix of base pay and incentive pay should be within the Company's managerial discretion.[63]

1. SCE's Application

SCE requests recovery for its STIP forecast of $118.338 million in the test year. Variable "at risk" pay programs like STIP are an important part of SCE's ability to attract and retain a high-performing and diverse workforce. Providing this compensation to employees in the form of at-risk pay rather than base pay aligns the employees' priorities with important goals. Such goals prominently include safety, reliability, and productive efficiency. When goals are met, the employees can earn a cash award, reflecting the Company's pay-for-performance compensation philosophy. As shown in the Total Compensation Study (TCS), this cash award is part of the employee's compensation package, which is slightly below the market average.[64] Further, this award is at risk for reduction or nonpayment if performance is not achieved, but any overcollection *would be returned to customers* via a one-way memorandum account, the Short-Term Incentive Plan Memorandum Account (STIPMA).

The STIP GRC Activity includes: (i) the STI plan for non-executive employees; and (ii) the EIC plan for non-officer executives. Both plans have the same goals: a Safety and Resiliency goal category weighted at 55 percent; a Performance Management and Operational Excellence goal category weighted at 45 percent; and Foundational Goals that are deduct-only and can result in reduction or elimination of the annual incentive for a year if the safety and compliance foundational goals are not

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63 D.04-07-022, p. 208 ("If SCE had decided that the total cash compensation received by executives should be in the form of base salary without any incentive plan, there presumably would be no issue of ratepayer cost responsibility as long as total compensation for executives is at market levels. In the absence of any evidence that the executive incentive program itself produces outcomes that are contrary to ratepayer interests, we will not interfere with the utility's discretion to adjust the appropriate mix of base salary and incentives.").

64 Ex. SCE-06, Vol. 5, p. 3.

met. The Performance Management and Operational Excellence goal category includes a financial stability goal that uses a core earnings metric and has a target weight of 25 percent. STIP expenses and forecasts are presented in Table III-9 below.

Three parties provided testimony with varying proposals on the amount of STIP that should be funded by customers. Cal Advocates proposes 36 percent customer funding, TURN proposes 61 percent customer funding and the Energy Producers & Users Coalition (EPUC) proposes 75 percent customer funding for STIP.

Table III-9 provides the recorded amounts for 2018-2022 and the forecasts from SCE, Cal Advocates, TURN, and EPUC for TY 2025, along with the variances from SCE's proposal in both dollars and percentage.

Table III-9
Short-Term Incentive Program
2018-2022 Recorded/2025 Forecast
Summary of SCE, Cal Advocates, TURN, EPUC Positions[65]
(2022 Constant $000)

Line #	Short-Term Incentive Program	SCE Recorded					2025 Forecast				Variance from SCE					
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	EPUC	Cal Advocates	Cal Advocates %	TURN	TURN %	EPUC	EPUC %
1	Labor	151,913	189,066	196,519	203,192	181,998	118,338	43,195	70,309	88,754	(75,143)	-64%	(48,029)	-39%	(29,585)	-25%
2	Non-Labor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	**Total**	151,913	189,066	196,519	203,192	181,998	118,338	43,195	70,309	88,754	(75,143)	-64%	(48,029)	-39%	(29,585)	-25%

2. Cal Advocates

Cal Advocates recommends that the Commission disallow cost recovery for 100 percent of the financial goal and fifty percent of the remaining goals. This would reduce customer funding of SCE's STIP to 36 percent of SCE's forecast. Specifically, Cal Advocates recommends no funding for the financial-stability goal, which has a 25 percent target weight. Cal Advocates also seeks a 50 percent disallowance of both the STIP forecast attributable to Safety and Resiliency (55 percent of SCE's proposed STIP) and the STIP forecast attributable to the 20 percent target weight for Performance Management and Operational Excellence after removing the 25 percent target weight for the financial stability goal.[66]

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[65] SCE's rebuttal position includes labor forecast errata and concessions identified through rebuttal testimony. Intervenor positions and reductions may not align with intervenor testimony due to SCE's updated rebuttal forecasts.

[66] Ex. CA-19, pp. 5-6, Table 19-2.

Cal Advocates also criticizes SCE's reduced emphasis on financial goals in the 2025 STIP program by claiming that SCE is "tweaking the metrics" to reduce the weight of the financial goals metric in order to increase customer funding.[67] Cal Advocates argues that "[s]hareholders should be expected to bear a more significant portion of STIP's costs – no matter what the metrics are."[68] Cal Advocates indicates that its recommendations are consistent with its recommendations in PG&E's recent TY 2023 GRC.[69]

3. TURN

TURN suggests four separate reductions to SCE's proposed STIP funding. First, TURN asserts SCE's workpapers include an incorrect value for the 2022 STIP payout, and suggests that those values be corrected.[70] Second, TURN opposes funding of the portion of the STIP forecast associated with achieving the financial stability goal.[71] Third, TURN recommends that the forecast attributable to goals whose achievement TURN claims would benefit both shareholders and customers should additionally be "shared" between customers and shareholders. On this basis, TURN proposes an eight percentage-point funding reduction for the Safety and Resiliency goal category and a six percentage-point reduction to the Performance Management and Operational Excellence goal category in addition to not funding the financial stability goal.[72] Finally, TURN argues that any reductions to SCE's STIP forecast based on percentages for particular corporate goals should be reflected 100 percent, and not 50 percent due to the employee's individual performance multiplier.[73]

In addition to TURN's disallowance recommendations, TURN also proposes to implement a reporting and clawback mechanism to monitor and reimburse ratepayers in the event "SCE ultimately does not implement the STIP-to-Base Pay conversion."[74]

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67 Ex. CA-19, p. 4.

68 Ex. CA-19, p. 5.

69 Ex. CA-19, p. 5.

70 Ex. TURN-14, p. 12.

71 Ex. TURN-14, p. 14.

72 Ex. TURN-14, pp. 15-22.

73 Ex. TURN-14, p. 24.

74 *See* Ex. TURN-14, p. 25.

In total, TURN recommends reducing customer funding for SCE's STIP forecast by 39 percent.[75]

4. EPUC

EPUC supports 75 percent of the forecast because it "supports goals that seek to improve the service received by customers and proposes to maintain this portion of incentive cost in the Company's revenue requirement. The Company's short-term incentive compensation includes metrics promoting the elimination of serious injuries and fatalities, mitigating serious disruptions, improving reliability performance for repair outages, and improving customer experience among other service quality/safety/reliability goals. . . ."[76] EPUC opposes 25 percent of the STIP forecast attributable to achievement of the core earnings metric.[77]

5. SCE's Rebuttal to Intervenor Positions

The Total Compensation Study reveals that SCE pays slightly below the average of the competitive market. The actual total *cash* compensation (base pay plus short-term incentive compensation) that SCE pays its employees was estimated to be 4.1 percent below the market average.[78] Disallowing funding for incentive compensation, as intervenors recommend, ***would drop authorized funding even further below the market average***. The means by which SCE structures its total cash compensation should be immaterial to customers and stakeholders so long as the total cost is reasonable.[79]

Incentive compensation helps motivate SCE's workforce to more closely focus on affordability, safety, customer service, and cost control. It is an important component of total compensation. Ninety-nine percent of public companies (i.e., large competitors for employee talent) provide incentive compensation to their employees.[80] To deny SCE the same opportunity to place a portion of its market-based total compensation in at-risk incentives would undercut the Company's

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[75] Ex. TURN-14, p. 11, Table 8.

[76] Ex. EPUC-1, pp. 50-51.

[77] Ex. EPUC-1, pp. 50-51.

[78] *See* Ex. SCE-06, Vol. 5, p. 3. Actual total *cash* compensation is distinct from actual *total* compensation, which equals actual total cash compensation plus long-term incentive (LTI) compensation and benefits. SCE's actual total compensation was estimated to be 0.6 percent below market average. Ex. SCE-06, Vol. 4, p. 44; *see also* Ex. SCE-06, Vol. 5 (the Total Compensation Study).

[79] *See* D.04-07-022, p. 208.

[80] Ex. SCE-06 Vol. 4, p.53, fn. 101.

ability to attract and retain the high-performing talent necessary to run the business effectively on behalf of our customers.

a) SCE's Rebuttal to Cal Advocates' Positions

(1) SCE Is Appropriately Modifying Its STIP Goals

Cal Advocates suggests that SCE's reduction of the target weight for the financial stability goal from 30 percent of STIP to 25 percent is "tweaking" goals with the only purpose being to "increase ratepayer funding for the program."[81] Not so. In order to emphasize the importance SCE places on the safety of its employees and the communities that SCE is privileged to serve, SCE has increased the weighting of Safety and Resiliency goals from 10 percent in 2018 to 55 percent since 2022.[82]

This 45-percentage point increase for Safety and Resiliency required reducing the weighting of, or eliminating, numerous other goals from the STIP. The financial goal is one of the many goals that was impacted by this process. It had a 30 percent weight for 2019 that was reduced to 25 percent for 2020 and has remained at that level since then. The SCE Board of Directors Compensation Committee—which is comprised solely of independent directors—made the decision to increase the weighting of Safety and Resiliency goals and to decrease the weighting of the financial goal and other goals as part of its annual process of aligning STIP goals to evolving business and service priorities.

The Commission acknowledges that utilities have discretion to update their metrics.[83] The Commission's decision in SCE's 2015 GRC directed SCE to "target incentive compensation to achieve ratepayer benefits."[84] The 2015 GRC decision noted, "This does not mean that shareholders cannot benefit from the incentives created, but simply that the metrics used to award

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81 Ex. CA-19, p. 4, line 16.

82 Safety and Resiliency goal weighting since 2018: 2018, 10%; 2019, 30%; 2020, 45%; 2021, 50%; 2022-2024, 55%.

83 *See* D.21-08-036, p. 431 (". . .management has the discretion to change the goals and weightings each year."); D. 20-12-005, p. 234 ("The metrics that comprise STIP regularly change. . . ."). *See also* D.19-09-051, p. 542 ("[W]e agree with Applicants that we should not micromanage Applicants to the extent of dictating what the performance metrics should be.").

84 D.15-11-021, p. 257.

incentive compensation should be designed explicitly to advance ratepayer interests."[85] Even TURN acknowledges that "SCE has better tailored its STIP goals to align with ratepayer interests."[86]

SCE has been appropriately modifying STIP goals to drive corporate initiatives, adhere to Commission guidance, and benefit our customers.

(2) Cal Advocates' STIP Proposal is Inconsistent with Cost-of-Service Ratemaking

Cal Advocates proposes that SCE's STIP forecast be reduced by 64 percent. Cal Advocates asserts the 25 percent target weight of SCE's financial stability goal should be removed from the forecast, and then the remainder of the STIP forecast should be divided equally between customers and shareholders.[87]

Other than SCE's financial stability goal (which is discussed in Section (d) below), Cal Advocates does not take issue with SCE's goals (which together account for 75 percent of the total STIP award weighting) or dispute SCE's showing that achievement of the goals benefits customers.[88] Instead, Cal Advocates claims that these goals benefit shareholders as well as customers, and requests on this sole basis a fifty percent disallowance of the forecast associated with these goals. SCE's remaining goals are consistent with those approved by the Commission for full funding as part of incentive programs in prior GRCs. For example, in San Diego Gas & Electric Company and Southern California Gas Company's 2019 GRC, the Commission stated:

> We reviewed the various performance metrics for the [short term incentive compensation program] and find that most of the performance metrics provide tangible benefits to ratepayers in that they encourage and promote either safety, operational efficiency, reduced costs, improved service, [Commission]. . . policy . . . While some metrics also align with shareholder goals, we find that these are not necessarily inconsistent with ratepayer benefits.[89]

Here, SCE's remaining performance metrics are based on safety, operational efficiency, cost reduction, service quality and the achievement of Commission policies for wildfire risk reduction, resiliency and electrification. Achievement of these metrics unquestionably

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[85] D.15-11-021, p. 257.

[86] Ex. TURN-14, p. 16.

[87] Ex. CA-19, p. 5.

[88] *See* Ex. CA-19, pp. 4-5.

[89] D.19-09-051, p. 542.

would benefit customers. STIP costs are a reasonable cost of utility service, regardless of the alignment with shareholder interests.

Cal Advocates also misrepresents the Commission's prior holdings regarding STIP. Cal Advocate claims "the Commission stated in PG&E's 2014 Test Year Decision that 'shareholders benefit from STIP as much as or more than do ratepayers.'"[90] Based on this quote, Cal Advocates argues that shareholders should be funding as much as, if not more than, ratepayers.[91] But that is not what D.14-08-032 says. The full sentence of the decision actually reads: "***For some measures*****,** shareholders benefit as much as or more than ratepayers."[92] Later in the decision, the Commission makes clear that "ratepayers bear reasonable costs for funding STIP metrics in relation to the benefits derived."[93]

In addition, Cal Advocates justifies its proposal – untethered to SCE's actual goals – by pointing to the Commission's recent decision in PG&E's TY 2023 GRC. In that proceeding, as in this one, Cal Advocates recommended the disallowance of financial goals and equal cost sharing of the remainder of the goals between customers and shareholders. Although the *amount* of the STIP funding approved by the Commission in PG&E's TY 2023 GRC matched the amount recommended by Cal Advocates (which was almost exactly the same as the amount recommended by TURN), the Commission made clear that it did not agree with Cal Advocates' rationale for its recommendation (the Commission also did not agree with TURN's rationale).[94]

Instead, the Commission disallowed funding for the "financial goals metric based on past precedent."[95] The Commission's primary concern in D.23-11-069 with funding the remaining portion of PG&E's STIP forecast was PG&E's 67.79 percent *increase* in its incentive plan forecast over its base year recorded spend and the fact that PG&E's total compensation was 8.9 percent *above* the average of the competitive market.[96]

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[90] Ex. CA-19, p. 5 (citing D.14-08-032, p. 520).

[91] D.14-08-032, p. 520 (emphasis added).

[92] D.14-08-032, p. 520 (emphasis added).

[93] D.14-08-032, p. 522.

[94] *See* D.23-11-069, pp. 608-609.

[95] *See* D.23-11-069, pp. 608-609.

[96] D.23-11-069, p. 608.

Here, by contrast, SCE's STIP forecast shows a 21 percent *decrease* from BY 2022 to TY 2025 and SCE's total compensation is slightly *below* the market average.[97] With PG&E's total compensation being above the market average by 8.9%, the Commission approved Cal Advocates' recommended TY STIP funding amount for PG&E – an amount that was $51.39 million less than PG&E's BY recorded spend. However, even though SCE's total compensation is slightly below the market average, Cal Advocates is requesting a $108.72 million decrease from SCE's BY to TY. Thus, the Commission's basis for reducing PG&E's STIP does not apply here, and Cal Advocates' recommended reduction to SCE's TY 2025 STIP forecast is unreasonable.

Cal Advocates is asking the Commission to exclude portions of SCE's employee compensation that are indisputable costs of servicing its customers, from the authorized revenue requirements. Cal Advocates' proposed disallowances miss the point of cost-of-service ratemaking and negate the results of the 2025 TCS. Customers – not shareholders – are responsible for paying ***all*** reasonable costs of utility service, including market-level employee compensation. Given the findings of the TCS, customers should pay 100 percent of the STIP forecast as SCE's compensation, including base pay and at-risk incentive pay, do not exceed the market.[98] Shareholders should not be required to pay part of the compensation merely because some of it is at risk.

At a minimum, if the Commission agrees with Cal Advocates and believes a 50 percent cost sharing of STIP is reasonable (and SCE does not believe it is), the Commission should impose such a sharing mandate based on the total forecast amount of the STIP program (i.e., 50 percent of $118.338 million) and not after financial goals have been removed. All of SCE's goals (which help determine payouts under STIP) benefit customers, as further explained below.

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[97] Ex. SCE-06, Vol. 4, pp. 44-45 and 81.

[98] The Commission has previously found that overall compensation that is plus or minus five percent of the market average is considered to be "at market." *See* D.09-03-025, p. 127 (SCE's Total Compensation "…study results indicate that the compensation levels sought by SCE are generally at market, with the overall compensation level 0.9% above market levels, well within the margin of error assumed by the Commission for these studies of + / - 5%."); D.04-07-022, p. 339, Findings of Fact 169 ("Since SCE's total employee compensation is shown to be 4.3% above the comparable market total compensation, and the study margin of error is plus or minus 5%, SCE's total compensation for all employees is presumed to be equivalent to the market level.").

(3) Cal Advocates' Arguments Regarding Management Discretion Should Be Disregarded.

Cal Advocates argues that the discretionary nature of STIP payments results in customers funding a "large 'blank check' to SCE management."[99] However, as explained in opening testimony, the Compensation Committee of the Board of Directors, made up of independent Board members, establishes the goals for the STIP at the beginning of the year and then assesses performance on those goals after year-end to determine the amount of the STIP payout.[100] Furthermore, nearly all of the success measures that are used to determine the payout (95 percent of the target weight for 2023) are based on meeting performance metrics that are objectively measurable.[101,102] The success measures are made public in March or April of the goal year as part of SCE's annual submission to the Office of Energy Infrastructure Safety ("Energy Safety"); the scoring of those success measures is made public in the following year's submission to Energy Safety.[103] Any scoring adjustments have to be explained in the Energy Safety submission.

In addition, and crucially, STIP awards are placed in a one-way memorandum account (STIPMA) and any authorized amounts that exceed actual payout amounts (i.e., the over-collection of customer funding) are refunded to customers.[104] The at-risk nature of the STIP payout benefits customers because employees are motivated to reach the Company goals, each of which favor customers as discussed further below. If the goals are not reached and target STIP payouts are not fully made, customers will be made whole. Thus, the at-risk nature of the STIP funding, in conjunction with the one-way STIPMA, actually benefits customers.

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99 Ex. CA-19, p. 5.

100 Ex. SCE-06, Vol. 4, pp. 49-52.

101 *See* App. B, WP SCE-06, Vol. 4, Book B, pp. 10-11, 2023 SCE Goals.

102 The Capital Deployment goal was the *only* STIP goal—in addition to the foundational goals—that was not based solely on quantitative performance metrics (*see* App. C, 2023 Executive Compensation Structure Submission, pp. 18-21), so that the Board of Directors Compensation Committee can take into account the prudency of the company's efforts when determining scoring for the goal.

103 *See* App. C, 2023 Executive Compensation Structure Submission, pp. 14-30.

104 Exs. SCE-06, Vol. 4, p. 54; SCE-07, Vol. 1, Chapter B, GRC Related Balancing and Memorandum Account Proposals.

b) Financial Goals Do Not Solely Benefit Shareholders; Customers Benefit From A Financially Healthy Utility

Cal Advocates, TURN and EPUC each propose a disallowance of 25% to SCE's STIP forecast, the percentage associated with the 2023 financial stability goal that uses a core earnings metric, suggesting that this goal primarily benefits shareholders.[105] SCE acknowledges that the Commission has in several cases disallowed funding for the "financial goals metric based on past precedent"[106] because the utility did not show to the Commission's satisfaction that the financial goal benefited customers.

The Commission should reconsider that holding here as it applies to SCE's financial stability goal. SCE believes that it is important, as part of its overall goals, to include a financial stability goal since "the financial health of the company is imperative to ensure SCE is able to attract investors and have access to capital for the direct benefit of its customers."[107] Achievement of the core earnings target supports the utility's financial health. If the utility has poor financial health, this will increase customers' costs over the long term. There are additional costs that customers bear when a company is not financially healthy, including increased financing costs.

c) SCE's Rebuttal to TURN's Positions

(1) TURN Mistakenly Suggests that SCE's 2022 Recorded STIP Costs are in Error

The Commission should disregard TURN's inaccurate claims that the RO Model recorded costs for 2022 are incorrect. The 2022 payout amount for all STIP recipients (non-executive employees and executive non-officers) was correctly indicated as $181.998 million.[108] The number that TURN is using—$174.222 million—was provided by SCE to TURN in response to TURN's request for 2022 recorded for "SCE's entire, *non-Executive* workforce" (emphasis added).[109] The difference of $7.776 million is the 2022 recorded short-term incentive payout for executive non-officers included in the STIP GRC Activity.

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[105] Exs. CA-19, pp. 4-5; TURN-14, p. 14; EPUC-1, p. 57 ; *see also* Ex. SCE-06, Vol. 4, p. 51 in Table III-7 for SCE's 2023 Company Goals.

[106] *See* e.g. D.23-11-069, pp. 608-609.

[107] Ex. SCE-06, Vol. 4, p. 65.

[108] *See* App. B, STIP Recorded Costs by Employee Type.

[109] *See* App. A, SCE's response to data request TURN-SCE-009, Q6g.

SCE affirmed in an email to TURN that the "RO Model correctly shows the STIP for the plan year [2022]."[110] Yet TURN still makes the baseless claim in its testimony that "SCE states that the correct value is $174.222 million."[111,112] SCE has added to rebuttal workpapers the breakdown of the STIP payout for all non-executive employees and executive non-officers, the sum of which matches the $181.998 million in 2022 recorded costs found in workpapers and the RO Model.[113]

(2) Capital Deployment and Other Capital Investment Goals Do Not Solely Benefit Shareholders

In addition to disallowances for SCE's financial stability goal, TURN also recommends complete disallowances for SCE's Capital Deployment goal (5 percent of total STIP target), the Clean Energy Transition goal (4 percent of total STIP target),[114] and partial 50 percent disallowances for SCE's Covered Conductor goal (6 percent of total STIP target) and its Operational Excellence goal (4 percent of total STIP target). SCE's Operational Excellence goal is discussed in the next section. The remaining three goals are addressed below. SCE's Capital Deployment, Clean Energy Transition and Covered Conductor goals are collectively referred to as Capital-Related Goals.[115]

TURN's opposition to the Capital-Related Goals is based on an inaccurate premise that goals with high capital spending benefit shareholders, "given the rate of return implications" and the "possibility of undue focus on capital-intensive solutions."[116]

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110 *See* App. C, Email to Elise Torres.

111 Ex. TURN-14, p. 12.

112 SCE did need to revise its Excel attachment to its response to data request TURN-SCE-009, Q6g to correct tab names. The spreadsheet in SCE's initial response to this data request named tabs based on the year the STIP was paid out, rather than the plan year. These tab names were corrected in the revised response. These corrections were unrelated to TURN's failure to request STIP costs for SCE's executive non-officer workforce. *See* App. A, SCE's response to data request TURN-SCE-009, Q6g Revised, attachment "STIP Participation Data Revised."

113 *See* App. B, STIP Recorded Costs by Employee Type.

114 As discussed in Section (d) below, SCE updated its goals for 2024. In its 2024 goals, SCE has decreased the weight of the Clean Energy Transition goal from 4 percent of the total STIP target to 2 percent. *See* Table III-11. To the extent the Commission agrees with TURN's argument that the Clean Energy Transition goal only benefits shareholders (it does not), any associated reduction to SCE's STIP forecast should be based on the 2 percent attributable to this goal in 2024 since the goal development process for TY 2025 goals will use the 2024 goals as its starting point.

115 *See* Ex. TURN-14, p. 23, Table 9.

116 Ex. TURN-14, p. 17.

SCE's capital spending benefits customers by providing safe and reliable electric service. Shareholder returns are essential to promote continued access to that capital, which benefits customers. Thus, shareholder and customer interests are aligned and the essential premise underlying TURN's proposal – that SCE's corporate goals that involve capital investments mainly benefit shareholders– is wrong. Further, the Commission has rejected similar arguments that STIP goals that benefit customers should be funded in whole or in part by shareholders whenever there is an alignment of shareholder and customer interests.[117]

Customers benefit from not paying the full cost of capital investments upfront, and instead paying for those investments over many years, or often several decades. In exchange, SCE (and other IOUs) has the *opportunity* to recover its just and reasonable costs from customers including a fair return opportunity on capital investment. This fair return opportunity is vital to ensure SCE is able to raise sufficient capital to make improvements to infrastructure and provide safe and reliable service to all customers. Investors provide funds upfront to SCE's customers with the expectation that they will be compensated for providing those funds. Without a fair return opportunity that is consistent with returns investors might reasonably expect from employing their capital in the competitive market, SCE would be unable to raise the money necessary for the proper discharge of its public duties.

Critically, failure to adequately compensate investors for their risk would lead to increased customer costs in the long run, making it more costly to raise the capital necessary to provide essential electric service to our customers and to support California's policy priorities.[118]

As shown in Table III-10, SCE's capital investment program has substantially increased in order to improve safety, accommodate system needs, and achieve the Commission's goals. In the last three years, SCE has invested over $15 billion in capital projects and SCE forecasts investing $20 billion more in the next three years.

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[117] *See* D.19-09-051, p. 542 ("While some metrics also align with shareholder goals, we find that these are not necessarily inconsistent with ratepayer benefits."); D.21-08-036, p. 430 ("[T]he Commission has generally found that ratepayer recovery of incentive compensation programs costs is reasonable where there is a demonstration of benefits" and p. 433 ("Shareholders may receive some benefits from the STIP goals that primarily benefit ratepayers and are fully ratepayer funded.").

[118] *See* Ex. SCE-12, Vol. 1, Chapter III.

Table III-10
SCE Capital Expenditures 2018-2028[119]
(Nominal $ Millions)

Year	Capital Expenditures
2018	4,363
2019	4,815
2020	5,536
2021	5,364
2022	5,678
2023	5,411
2024 (projected)	5,976
2025 (projected)	7,453
2026 (projected)	8,079
2027 (projected)	8,206
2028 (projected)	7,687

These investments require that SCE raise large amounts of capital from both external and internal sources. Over the 2025-2028 period, SCE will need to issue billions of dollars in debt and to reinvest the vast proportion of its retained earnings. In order to justify the reinvestment and to raise the equity capital that may be required to finance such a large investment, SCE must be able to provide a compensatory return to its investors. Allowing SCE to recover its market-level labor costs, including STIP, is a key aspect of providing equity-holders with a return at the level authorized by the Commission.

If a utility does not provide a fair return opportunity, the utility cannot invest in new equipment to serve its customers, nor can it borrow to finance capital expenditures at a reasonable cost. Any short-term benefits to customers from below-market authorized returns driven by reductions to STIP recovery will ultimately be eroded by higher costs for borrowing or a lower-quality workforce – or both.[120]

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[119] The recorded and projected capital expenditures in Table III-10 include both CPUC-jurisdictional and FERC-jurisdictional capital expenditures, with CPUC-jurisdictional comprising over 85% of the total shown for each year. *See* App. C, EIX's February 23, 2024 Business Update.

[120] *See* D.03-08-069, pp. 31-32, citing *Bluefield Water Works & Improvement Co. v. Pub. Serv. Comm'n of Va.* (1923) 262 US 679 and *Fed. Power Comm'n v. Hope Natural Gas* (1944) 320 US 591.

TURN's unsubstantiated claims of potential malfeasance on SCE's part in implementing capital projects should be wholly disregarded.[121] The Commission approves capital projects only where they are just and reasonable and benefit customers. The Capital Deployment goal benefits customers by encouraging efficient execution of the capital projects approved by the Commission. TURN unwittingly provides an example of how the Capital Deployment goal aligns with customer interests. As discussed above, for 2023 this was the *only* STIP goal—in addition to the foundational goals—that was not based solely on quantitative performance metrics.[122] TURN provides an example of SCE deciding to delay an approved capital project and suggests that SCE "would have pressed ahead with the project" "had the Capital Deployment goal been in place in 2018."[123] Despite TURN's statement to the contrary, the Capital Deployment goal was indeed a STIP goal in 2018, but was called a Capital spending goal at that time.[124] As incentivized by the qualitative Capital spending goal, SCE prudently acted in the best interests of customers in delaying that approved capital project.

TURN also argues that Capital-Related Goals are largely a duplication of financial goals, as capital expenditures are the primary driver of share performance.[125] TURN is incorrect. First, SCE does *not* have a STIP goal tied to share price performance. Second, under-investment of capital in a given year can actually result in *increased* utility earnings in that year, given that the Commission authorizes a fixed revenue requirement when approving a GRC. Therefore, SCE's Capital Deployment goal helps reinforce the need to deploy capital as authorized by the Commission. Capital-Related Goals are not driven by share performance and are not a duplication of financial goals.

TURN also argues that the Clean Energy Transition goal should not be funded because the goal for 2023 included a building electrification success measure as one of its three success measures, while the Commission in January 2024 denied SCE's application for approval of building electrification programs for 2024 through 2027.[126] TURN neglects to mention that the 2023 building electrification success measure was focused solely on heat pump installations,[127] and the

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[121] *See* Ex. TURN-14, pp. 17-18.

[122] *See* App. C, 2023 Executive Compensation Structure Submission, pp. 18-21.

[123] Ex. TURN-14, p. 18.

[124] *See* App. C, 2019 Joint Proxy Statement of EIX and SCE, p. 38.

[125] Ex. TURN-14, p. 18.

[126] *See* Ex. TURN-14, p.19.

[127] *See* App. B, WP SCE-06, Vol. 4, Book B, p. 10, 2023 SCE Goals.

Commission had authorized SCE to implement more than $100 million in heat pump programs.[128] Thus, the heat pump installation success measure for 2023 was aligned with the direction the Commission had provided. The 2024 Clean Energy Transition goal is also aligned with the Commission's direction—as reflected in Table III-11 below, the 2024 goal does *not* include a building electrification success measure. While the goal development process for the STIP uses the prior year goals as a starting point, the Board of Directors Compensation Committee establishes the new goals only after a thorough review of developments,[129] such as the CPUC's guidance in D.24-01-004. The STIP goals for TY 2025 will be developed using the 2024 goals (i.e., no building electrification success measure) as a starting point.

Finally, TURN argues that the Covered Conductor goal should be funded at a 50 percent level because, while it is a Capital-Related Goal, it is a key wildfire mitigation measure.[130] TURN's different funding recommendations for the Covered Conductor goal and the other Capital-Related Goals illustrate the problem of inappropriate attempts to subjectively determine the extent to which individual goals benefit customers versus shareholders. As we have shown in our direct testimony and this rebuttal testimony, all of the STIP goals, including the Capital-Related Goals, significantly benefit customers. Also, they are all part of a total compensation package that is slightly below the market average. Accordingly, the Commission should follow its past practice of approving STIP funding tied to Capital-Related Goals[131] and reject TURN's proposal to disallow funding for 100 percent of two of the Capital-Related Goals and 50 percent for the third.

(3) <u>SCE Should Be Encouraged to Achieve Operational Efficiencies, Which Result in Lower Costs to Customers</u>

One of SCE's goals – Operational Excellence – is designed to allow for continuous improvement efforts across the Company, in an effort to identify and implement operational efficiencies, and lower overall costs. TURN's opposition to funding this goal is surprising, given its stated concerns about customer affordability.[132] SCE's Operational Excellence Goal is specifically designed to address affordability by encouraging employees to find and execute on efficiency measures.

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[128] *See* D.24-01-004, p. 27.

[129] Ex. SCE-06, Vol. 4, p. 49.

[130] *See* Ex. TURN-14, pp. 19-20.

[131] D.19-05-020, p. 186; D.21-08-036, p. 433.

[132] Ex. TURN-02, pp. 11-24.

Despite TURN's emphasis on affordability and cost reduction, TURN opposes full funding for achievement of the Operational Excellence goal. TURN argues that Operational Excellence savings benefit shareholders, as shareholders "will reap the rewards" of these efficiencies until the next rate case, at which point customers presumably begin to benefit from such efficiencies in lower costs.[133] This is the nature of the General Rate Cases, and this fundamental aspect of forecast-based ratemaking has long been approved by the Commission. Under the current Rate Case Plan,[134] utilities must forecast four years in advance of knowing what their actual costs will be. At times, some of these efficiencies are included in the GRC forecast, like the Operational Excellence savings included in the initial filing of testimony, and additional savings included in this rebuttal testimony.

Additionally, while shareholders might obtain some benefits from these efficiencies for a short period of time, when other costs increase due to unforeseeable events, shareholders must fund the costs above authorized levels.

The Commission has previously approved incentive metrics based on operational efficiency.[135] SCE should be encouraged to achieve operational efficiencies throughout the GRC cycle in order to benefit customers in the next cycle. TURN's proposal to reduce SCE's STIP forecast because these operational efficiencies may provide benefits to shareholders in the short term (for a maximum four years), would be a disincentive to focus on efforts to find these efficiencies; that, in turn, would lead to higher costs for customers in the long run. Like the rest of TURN's proposals to micromanage SCE's STIP program through total or partial funding disallowances, TURN's recommendation regarding the Operational Excellence goal should be rejected.

(4) TURN Incorrectly Disregards the Impact of Individual Performance Multipliers; Any Funding Reductions Due to STIP Corporate Goals Should Be Cut in Half

An employee's individual performance multiplier (IPM) for a year has the same impact on their STIP payout as the corporate multiplier for that year. The IPM for an employee is based on whether the employee demonstrated the company's values and competencies (e.g.,

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[133] Ex. TURN-14, p. 20.

[134] D.20-01-002, p. 2.

[135] *See, e.g.*, D.19-09-051, p. 542.

strengthening and sustaining our safety culture) and achieved their individual performance goals for the year.

TURN's analysis regarding the impact of IPMs correctly begins with the calculation used to determine the actual short-term incentive payout for an employee: "'The STIP or EICP payout equals the target payout for the employee times the corporate multiplier and the employee's individual performance multiplier.'"[136,137] However, TURN then makes the mistake of incorrectly disregarding this key calculation in the rest of its analysis.

The following example illustrates the type of impact an employee's IPM can have on the STIP payout. The examples compare a 100 percent IPM with a 50 percent IPM. Other assumptions are: (i) 100 percent corporate multiplier or "CM" (based on same set of corporate goals) and (ii) $10,000 STIP Target from $100,000 in eligible earnings and 10% STIP target percentage:[138]

Employee #1 with 100% IPM: Payout[139] = $10,000 x 100% IPM x 100% CM = $10,000

Employee #2 with 50% IPM: Payout = $10,000 x 50% IPM x 100% CM = $5,000

As the example above illustrates, the calculation for an employee's STIP payout is simple multiplication of three factors—the employee's STIP target is the base and the IPM and corporate multiplier are interchangeable multipliers under the associative property of multiplication, which provides that the order in which factors are multiplied does not change the product. The following example further illustrates that the IPM and corporate multiplier have the same impact on an employee's STIP payout.

Scenario #1 with 100% IPM, 90% corporate multiplier, and $10,000 STIP target:

Payout = $10,000 x 100% IPM x 90% CM = $9,000

Scenario #2 with 90% IPM, 100% corporate multiplier, and $10,000 STIP target:

Payout = $10,000 x 90% IPM x 100% CM = $9,000

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136 Ex. TURN-14, p. 24, quoting Ex. SCE-06, Vol. 4, p. 53.

137 Since participation in the STIP and EIC plan is now limited to exempt employees, this calculation now applies for all participants. Previously, when non-represented non-exempt and represented employees participated in the STIP, their payout calculation did not incorporate an individual performance modifier.

138 Employee's STIP Target = Employee's eligible earnings x Employee STIP Target Percentage.

139 Employee Payout = STIP Target x IPM x Corporate Multiplier.

If the Commission determines the STIP forecast should be reduced because certain *corporate* goals incentivize performance that benefits shareholders,[140] then the amount of the reduction should be cut in half to reflect that the IPM is an equivalent and separate factor in incentivizing employee performance.

TURN does not address the fact that the IPM is a separate factor that is equivalent to the corporate multiplier in determining an employee's STIP payout. Instead, TURN incorrectly asserts that the pool for STIP payments is "a product of the STIP goals multiplied by employee Base Pay."[141] If this were true, then a target corporate multiplier of 100 percent would result in an employee with $100,000 in base pay receiving a STIP payout of $100,000, before applying the individual performance multiplier. That clearly is inaccurate.

TURN does correctly note that IPMs are zero sum "across the company."[142] However, as discussed above, for each employee, the IPM can significantly impact the STIP payout calculation. It also has a key role in incentivizing the employee to live the company's values, demonstrate key competencies, and meet the employee's personal performance goals for the year.

Accordingly, if the Commission determines that a certain portion of the target corporate multiplier (as an example, 10 percent) should not be funded by customers because the corporate goal incentivizes performance that benefits shareholders, then the STIP forecast should be reduced by half of that amount (continuing the example, half of 10 percent—i.e., 5 percent) to reflect the separate and equivalent incentive impact of the individual performance multiplier.

d) SCE Has Updated Its Goals for 2024

As discussed in the direct testimony[143] and above in this testimony, corporate goals change from year to year after an in-depth evaluation of developments—including evolving business and service priorities—since the previous year's goals were established. If the Commission determines that SCE's goals do not benefit customers (and SCE believes they all do), the Commission should make any reductions based on the 2024 SCE goals and allocations found in Table III-11. The

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[140] SCE does not believe the forecast should be reduced.

[141] Ex. TURN-14, p. 24.

[142] Ex. TURN-14, p. 24.

[143] *See* Ex. SCE-06, Vol. 4, pp. 49-50.

STIP goals for TY 2025 will be developed using the 2024 goals as a starting point. Therefore, the 2024 goals are more reflective (compared to the 2023 goals) of what the 2025 goals are likely to be.

Table III-11
2024 SCE Corporate Goals

2024 SOUTHERN CALIFORNIA EDISON GOALS

Goal Category	Target Score[1] Goal Category	Target Score[1] Goal & Success Measure	Goals and Representative Success Measures
Overarching Goals Framework	See footnote[2] below		• The goals will be achieved while living the Company's values • Safety and compliance are foundational and events such as fatalities or significant non-compliance issues can result in meaningful reduction or full elimination of short-term incentive compensation
Safety and Resiliency	55	10	• Employee Safety: Make significant progress toward eliminating serious injuries and fatalities (SIF)
		5	○ Reduce Employee Edison Electric Institute (EEI) SIF Rate ≤ 0.091, **0.076**, 0.061
		3	○ Achieve count of High Energy Control Assessments (HECA) on high-hazard tasks ≥ 6,500, **9,000**, 11,500
		2	○ Achieve count of observations of employees in high-hazard occupations that include either opportunities for improvement (OI) or recognition ≥ 8,000, **9,400**, 10,800
		30	• Public Safety & Wildfire Resiliency: Reduce risk of public injuries and catastrophic wildfires related to our electric infrastructure by executing our Wildfire Mitigation Plan (WMP) and programs
		6	○ CPUC reportable ignitions in High Fire Risk Areas (HFRA) ≤ 45, **37**, 29
		6	○ Covered Conductor: Install ≥ 950, **1,050**, 1,150 circuit miles
		6	○ Overhead Inspections: Complete ground and aerial HFRA inspection scope and remediate ≥ 60%, **70%**, 80% of P2 findings 30 days before compliance due date
		6	○ Vegetation Line Clearing: Execute ≥ 80%, **85%**, 90% of trims within planned schedule to support compliance with GO 95 requirements
		6	○ Improve PSPS customer notifications: Percentage of customers receiving at least one notification prior to de-energization ≥ 96%, **98%**, 100%; Percentage of customers receiving notifications once de-energization is initiated ≥ 96%, **98%**, 100%
		5	• Cybersecurity: Maintain effective controls to prevent and mitigate significant disruptions, data breach, or system failure by maturing enterprise-wide phishing program
		3	○ Simulation exercise click rate ≤ 6%, **5%**, 4%
		2	○ Simulation exercise reporting rate ≥ 32%, **37%**, 42%
		5	• Quality: Sustain execution quality in operations ○ Quality conformance index ≥ 87%, **91%**, 95%
		5	• Capital Deployment: Execute grid, technology, electrification, and other improvements to deliver safe, reliable, clean, and affordable energy for customers ○ Achieve CPUC and FERC jurisdictional capital improvement plan execution, consistent with appropriate regulatory direction
Performance Management and Operational Excellence	45	25	• Achieve SCE core earnings target
		4	• Reliability: Improve reliability performance for repair outages ○ Achieve System Average Interruption Duration Index (SAIDI), Repair ≤ 105, **95**, 85 minutes
		4	• Diversity, Equity and Inclusion (DEI): Strengthen and support employee diversity, equity and inclusion and sustain a diverse supplier base
		2	○ Execute targeted DEI initiatives driving employee inclusion and representation ▪ Grow diverse pipeline through companywide development programs ▪ Strengthen Business Resource Group impact via execution of business plans
		2	○ Achieve Diverse Business Enterprise (DBE) spend ≥ 34%, **37%**, 40%
		2	• Clean Energy Transition: Advance electric technology adoption to enable emissions reductions across economic sectors ○ Advance SCE's clean energy pathway objectives ▪ Transportation Electrification (TE) charging port installations[3] ≥ 700, **1,200**, 2,700
		6	• Customer Experience: Improve customer experience with targeted interactions ○ Achieve Billing and Payment and Outage Net Score Index ≥ -2, **10**, 22
		4	• Operational Excellence: Execute continuous improvement efforts ○ Implement 2024 planned improvement actions
Total:	100	100	

[1] The potential score for each goal category, goal, and success measure (other than Overarching Goals Framework, which is discussed in footnote[2] below) ranges from zero to twice the target score for the goal category, goal, and success measure. The potential total score is from zero to 200.

[2] The Compensation Committee established certain safety and compliance values that it views as "foundational." The Committee can eliminate up to 100% of the annual incentive awards based on the outcomes in this category.

[3] Includes Charge Ready Light Duty, Medium/Heavy Duty, and Commercial electric vehicle (Rule 29, 15, 16) port installations.

e) The Implementation of the STIP to Base Pay Transition

SCE notes its overall forecast includes an adjustment related to the Employee Compensation Program proposal discussed in Exhibit SCE-06, Volume 4. No intervenor disputed the general structure of this proposal or the respective forecast adjustment included in this GRC Activity.[144] To the extent the Commission adopts a forecast based on a different forecast methodology than recommended by SCE (e.g., Last Year recorded, 3-Year average, etc.), this Employee Compensation Program adjustment should be added back to account for the incremental cost in the forecast period due to this undisputed proposal.

Further, while no intervenor disputed the general structure of SCE's STIP to base pay transition, intervenor testimony did reflect some misunderstandings regarding the effects and implications of this transition. For example, in its Post-Test Year Ratemaking (PTYR) testimony, Cal Advocates argues that "SCE negotiated agreements for a 15.75 percent General Wage Increase (GWI) for its employees effective January 1, 2023 through January 1, 2025."[145] But, as Cal Advocates acknowledges in testimony, and as demonstrated by the negotiated agreements between SCE and IBEW 47 established in May 2023, the wage increases are not happening all at once; SCE's employees received a 5.5% GWI effective January 1, 2023, a 3.25% increase effective January 1, 2024, and will receive a 3.0% increase on January 1, 2025.[146] In addition, Cal Advocates' GWI calculation incorrectly conflates the change in pay mix from the STIP to base pay transition as a regular General Wage Increase, instead of a shift in a portion of cash compensation from one form (STIP) to another (base pay) that maintains the same level of total cash compensation.[147] This conflation makes SCE's negotiated GWI appear far larger than it is.

Additionally, in regard to our Customer Contact Center Energy Advisors (ENAs), TURN supports SCE's wage increase adjustment to bring our ENA's salaries to the market average, but then argues that no further increase request is needed due to the employee compensation program

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144 TURN does dispute the minor corresponding increase in forecast 401(k) costs derivative of the STIP to base pay conversion.

145 CA-28, pp. 14-15.

146 *See* CA-28, pp. 14-15, fn. 50. *See also* App. A, SCE's responses to data request PubAdv-SCE-185-CE3 Q.02.a-e.

147 *See* Ex. SCE-18, Vol. 4, Chapter I.C.1.

adjustment (meaning the STIP to base pay transition).[148] TURN's testimony appears to misunderstand the correlation between these two adjustments. The Employee Compensation Program adjustment is needed on top of increased ENA wages not to further increase ENA salaries, but to shift amounts from incentive compensation to base pay.

Cal Advocates and TURN do not appear to fully appreciate the logic and process that resulted in the STIP to base pay transition.

Removing an element of compensation (in this case short-term incentive compensation) from an employee's compensation package is a major change, and it is best to provide advance notice and explanations so that the impacted employees understand and appreciate the change. IBEW Local 47 communicated the proposed STIP to base pay conversion to its members in 2022, and its members ratified that proposal on February 3, 2023 as part of the new collective bargaining agreement.

After the union ratified the collective bargaining agreement, the company decided to provide the conversion of STIP to base pay for non-represented/non-exempt employees, and to implement that conversion as of the first paycheck of the following year (i.e., the first paycheck for 2024). That timing allowed both advance notice of the change and a simpler communication to impacted employees.

For non-represented exempt employees, SCE will maintain through the last pay period of 2024 the short-term incentive compensation framework adopted in the 2021 GRC decision.[149] As noted in Ex. SCE-06, Vol. 4, p. 47, "covering monthly expenses has become a particularly pressing concern for many hourly employees," so there was less urgency in making a change for non-represented exempt employees. SCE chose to transition some of the STIP for its non-represented/exempt employees[150] to base pay at the beginning of 2025 at the start of the next GRC cycle, given the complexities around adhering to the 2021 GRC decision for such a larger (and more diversely compensated) number of employees.

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[148] *See* Ex. TURN-10, p. 9.

[149] D.21-08-036, p. 433.

[150] Ex. SCE 06, Vol. 4, p. 48.

(1) TURN's Recommendation that the Commission Order Reporting and A Claw Back Mechanism is Unnecessary

While TURN does not generally oppose SCE's STIP to Base pay transition, it expresses "concern" that SCE will not ultimately implement this conversion.[151] To address this "concern," TURN recommends that the Commission direct SCE to submit a Tier 2 advice letter in each year of the rate case cycle to show that it has made the forecasted conversion of STIP to base pay,[152] and to also adopt a mechanism that would allow the Commission to claw back the portions of SCE's STIP target that may be disallowed by the Commission.

A claw back mechanism is unnecessary for two reasons. First, it would essentially be moot almost as soon as it is implemented. SCE has already completed two of the three phases for its STIP to base pay transition and has extensively communicated to employees[153] that the third phase will go into effect the first pay period of 2025. The first phase—the transition for IBEW Local 47 members—retroactively went into effect January 1, 2023 as part of the collective bargaining agreement that was ratified in February 2023. The second phase—the transition for non-represented, non-exempt employees—went into effect the first pay period of 2024. The third phase—the transition for non-represented, exempt, non-executive employees—will go into effect the first pay period of 2025. This third group is expecting and looking forward to their base pay increases from the STIP to base transition. As explained in our opening testimony, the STIP to base pay transition is important for employee retention and attraction.[154] SCE is incentivized to, and will, complete the third phase of the STIP to base pay transition.

A claw back mechanism is further unnecessary because SCE's STIP award is subject to a one-way memorandum account, the STIPMA, as discussed in opening testimony

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[151] Ex. TURN-14, p. 25.

[152] Ex. TURN-14, p. 25.

[153] *See* App. C, STIP to Base Communication.

[154] *See* Ex. SCE-06, Vol. 4, pp. 45-48. In addition, as SCE explained in a data request to Cal Advocates, PAO-SCE-Verbal-018, Q9, SCE's exit surveys for the first quarter of 2023 (i.e., the last quarter before SCE filed its application for the 2025 GRC), showed that approximately 65 percent of non-retiree respondents responded that the opportunity for a "better base salary" was a "major" or "moderate" factor in their decision to leave. As reflected in the TCS, SCE's competitors have, on average, been paying more in base pay than SCE (SCE was 4.5 percent below market average), and SCE is using the STIP to base pay transition to better align with market average base pay (while maintaining alignment with market average total compensation) to reduce turnover and increase retention.

and above. This means that, to the extent actual STIP awards are less than SCE's authorized amount for STIP (i.e., SCE over-collected for STIP), those costs are refunded to customers. This could happen if, for example, one or more goals are not met.[155] Customers are already protected in the event that SCE pays less in STIP than it is authorized.

SCE does not oppose submitting an advice letter to show the conversion occurred and to inform the Commission of any additional adjustments to SCE's STIP targets. While SCE is not planning any additional adjustments at this time, further adjustments might be advisable depending on changing circumstances during the GRC period (e.g., the high inflation and new pay transparency laws that were drivers of the current STIP to base pay transition were not expected when SCE filed its rebuttal testimony for the 2021 GRC). However, SCE believes that the advice letter should be an information-only Tier 1 advice letter, in accordance with GO 96-B[156] rather than a Tier 2 advice letter as TURN recommends.[157] A Tier 2 advice letter would impose an unnecessary burden for the reasons discussed above, including the one-way STIPMA.

6. Conclusion

Cash compensation at reasonable levels, including incentive compensation, is a well-recognized cost-of-service, that should be funded by customers. As demonstrated by the TCS, SCE's total cash compensation (including incentive compensation) is estimated to be 4.1 percent below the market average, a level the Commission has found to be reasonable. Reductions to SCE's total cash compensation, in the form of reductions to SCE's STIP forecast, would further drop SCE's total cash compensation below the market average, to unreasonably low levels.

STIP provides a variable pay opportunity to SCE's employees, subject to the achievement of company goals related to public and employee safety, customer service, system reliability, cost control, and productivity, as well as each employee's individual performance. Each of the goals benefits SCE's customers, and full approval of SCE's forecast will ensure it is able to pay its employees competitive,

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[155] Exs. SCE-06, Vol. 4, p. 54; SCE-07, Vol. 1, Chapter B, GRC Related Balancing and Memorandum Account Proposals.

[156] *See* Section 3.9 of GO 96-B: "Information-only Filing" means an informal report, required by statute or Commission order, that is submitted by a utility to the Commission, but that is not submitted in connection with a request for Commission approval, authorization, or other relief. "Information-only Filing" includes both periodic and occasional reports.

[157] *See* Ex. TURN-14, p. 25.

market-based total cash compensation, so that it may continue to provide safe and reliable electrical service to its customers.

Finally, as discussed above, SCE's STIP payments are included in the one-way STIPMA and, customers are refunded for any amount that SCE over-collected its STIP.

B. Executive Compensation

1. SCE's Application

Executive Compensation includes base salary, annual short-term incentives, associated expenses and outside service expenses for Executives. For TY 2025, SCE forecasts $17.438 million of expenses for Executive Compensation.

Executive Compensation expenses and forecasts are presented in Table III-12 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE and Cal Advocates for TY 2025 for Executive Compensation. TURN did not submit any testimony regarding SCE's Executive Compensation forecast. For recorded and forecast years 2018 through 2025, Executive Compensation that is subject to PUC Section 706 has been removed.

Table III-12
Executive Compensation
2018-2022 Recorded/2025 Forecast
Summary of SCE and Cal Advocatess Positions
(2022 Constant $000)

Line #	Executive Compensation	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	7,795	5,724	7,499	8,830	10,003	10,003	6,959	N/A	(3,044)	N/A
2	Non-Labor	9,432	9,446	8,948	7,941	7,435	7,435	7,435	N/A	-	N/A
3	Other	4	-	-	-	-	-		N/A	-	N/A
4	**Total**	17,230	15,170	16,447	16,771	17,438	17,438	14,394		(3,044)	

2. Cal Advocates

Cal Advocates recommends $14.394 million for Executive Compensation, which is $3.044 million less than SCE's 2025 request of $17.438 million. Cal Advocates argues that SCE's EICP costs are already included within the STIP program, and should not also be recovered through the Executive Compensation activity.[158]

[158] Ex. CA-19, p. 8.

3. SCE's Rebuttal to Cal Advocates' Position

Cal Advocates' recommendation is based on its incorrect understanding of the allocation of EICP costs between the STIP GRC Activity and the Executive Compensation GRC Activity. As Cal Advocates highlights and quotes from SCE's direct testimony, the short-term incentive costs for executives within the STIP GRC Activity are "costs associated with Short Term Incentive Program (STIP) and Executive Incentive Compensation Plan (EIC) for executives who are ***not*** officers."[159] The EICP costs within the Executive Compensation GRC Activity are for Executives who ***are officers*** with the title of Vice President or above.[160] There is no double counting. Short-term incentive costs under the EICP for executives who are not officers are counted for the STIP GRC Activity, but not the Executive Compensation GRC Activity. In contrast, short-term incentive costs under the EICP for Executive officers are counted for the Executive Compensation GRC Activity, but not the STIP GRC Activity. These two groups are mutually exclusive. Exhibit SCE-06, Volume 4, pages 56-58 detail the Executive officers who are included in the Executive Compensation GRC Activity.

4. Conclusion

The EICP costs within the Executive Compensation GRC Activity are for Executive officers only and are not forecast anywhere else within SCE's case. These amounts are exclusive and not double counted. Cal Advocates' position that the EICP costs within the Executive Compensation GRC Activity are also "included in the STIP program expenses"[161] lacks merit and the Commission should disregard it.

C. Recognition

1. SCE's Application

In SCE's Application, SCE requests recovery for its nominal cash and non-cash Recognition programs. The Recognition programs comprise cash awards, called Spot Awards, and non-cash awards (in the form of points) redeemable for merchandise, known as Encore points. SCE's Recognition programs are important tools for promptly recognizing and rewarding employees for safety achievements and exceptional performance, closer to when that outstanding performance happens. Recognition expenses and forecasts are presented in Table III-13 below. The Recognition Programs

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[159] Ex. CA-19, p. 8 (emphasis added); also *see* App. B, WP SCE-06, Vol. 4, Book B, pp. 31, 33, 39, 45, and 51, O&M Detail for STIP.

[160] Ex. SCE-06, Vol. 4, p. 56, fn. 105.

[161] Ex. CA-19, p. 8.

GRC Activity includes the cost to administer this benefit. The actual cash and non-cash awards are charged to the OU that awards it.

The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE and Cal Advocates for TY 2025. TURN did not address SCE's Recognition Programs forecast in its testimony.

Table III-13
Recognition Programs
2018-2022 Recorded/ 2025 Forecast
Summary of SCE, Cal Advocates, and TURN's Positions
(2022 Constant $000)

Line #	Recognition	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	-	-	-	-	-	-		N/A	-	N/A
2	Non-Labor	-	-	-	-	-	-		N/A	-	N/A
3	Other	856	687	199	418	411	411	-	N/A	(411)	N/A
4	**Total**	856	687	199	418	411	411	-		(411)	

2. Cal Advocates

Cal Advocates is recommending a 100 percent reduction of the $0.411 million TY forecast for SCE's Recognition Programs GRC Activity based on the Commission denying customer funding for PG&E's Service Awards program in PG&E's 2023 TY GRC decision (D.23-11-069).[162]

3. SCE's Rebuttal to Cal Advocates' Position

a) Cal Advocates' Comparison of SCE's Recognition Programs to PG&E's Service Awards Program is Misleading and Illogical

Cal Advocates' comparison of SCE's Recognition programs to PGE's Service Awards program is misleading. Cal Advocates quotes the Commission in D.23-11-069 denying customer funding to support "the costs of small trinkets, such as engraved belt buckles,"[163] referring to PG&E's Service Awards program, because it was not sufficiently "tied to customer interests."[164] However, SCE is *not* requesting customer funding for its service awards in this GRC Activity. Moreover, SCE's Recognition programs are tied to customer interests because they are focused on promptly rewarding and incentivizing safety achievements and exceptional performance.

[162] Ex. CA-19, pp. 11-12.

[163] Ex. CA-19, p. 11, quoting D.23-11-069, p. 633.

[164] Ex. CA-19, p. 12, quoting D.23-11-069, p. 633.

Since as far back as SCE's 2003 TY GRC, the Commission has allowed employee performance programs to be funded by customers, and agreed that a formal recognition program is "an established business practice."[165] In SCE's last GRC, for the 2021 TY, the Commission found:

> As in the 2015 and 2018 GRCs, we continue to find that the types of behaviors (e.g., a focus on safety) that SCE's recognition programs reward further the provision of safe and reliable service at just and reasonable rates, and that the program costs appear reasonable relative to the benefits.[166]

SCE's Recognition program continues to be a low-cost benefit that furthers the provision of safe and reliable service.

4. Conclusion

Unlike the PG&E Service Awards program which Cal Advocates erroneously compares SCE's Recognition programs to, SCE's Recognition programs are a low-cost and effective tool to motivate employees with prompt rewards for safety achievements and exceptional performance. SCE's forecast is reasonable and should be authorized.

D. Long-Term Incentive (LTI) Program

1. SCE's Application

Long-Term Incentive (LTI) compensation is offered to executives in the form of stock options, restricted stock units (RSUs), and performance shares. In 2021, the Company launched a Long-Term Incentive Program (LTIP) for non-executive principal-level employees, attorneys, and some project managers after the Key Contributor Incentive Plan (KCIP) was discontinued. The LTIP provides these eligible employees awards made in RSUs. LTI and LTIP both have long vesting periods and are at risk for reduced payouts, encouraging retention and a focus on meeting long-term company performance objectives. Throughout this section, LTI and LTIP are sometimes addressed together and referred to collectively as LTI or LTI programs.

SCE's LTI is an integral part of the total compensation package for executives and LTIP-eligible employees. LTI for officers is targeted at the market median for their specific position, while LTI for other executives and non-executives is based on their level. In each case, the actual grant may vary based on factors such as that individual's performance and retention needs. The actual payout of

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[165] D.04-07-022, p. 218.

[166] D.21-08-036, p. 435 (internal quotations and citations omitted).

the award is determined after the vesting period based upon company performance. The variable payout feature of LTI is intended to reinforce a performance culture rather than an entitlement culture.

LTI expenses and forecasts are presented in Table III-14 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

Table III-14
Long Term Incentive
2018-2022 Recorded / 2025 Forecast
Summary of SCE, Cal Advocates and TURN's Positions
(2022 Constant $000)

Line #	Long Term Incentives	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	9,013	9,956	9,103	14,553	18,058	22,017	-	-	(22,017)	(22,017)
2	Non-Labor	-	-	-	-	-	-	-	-	-	-
3	Other	-	-	-	-	-		-	-	-	-
4	**Total**	9,013	9,956	9,103	14,553	18,058	22,017	-	-	(22,017)	(22,017)

2. Cal Advocates

Cal Advocates states that the Commission has a long history of denying funding for LTI because it is stock-based compensation tied to financial performance.[167] Furthermore, Cal Advocates disputes that LTI helps in retention of higher-ranked employees, and points to the relatively higher rates of turnover in the executive population.[168]

3. TURN

TURN states the Commission has denied recovery of SCE's LTI costs for well-established reasons in past decisions.[169] TURN states that the program maintains "dubious characteristic of being awarded on simply the not metric-based w[h]im of management, making its current formulation antithetical to Commission policy."[170]

[167] *See* Ex. CA-19, p. 7.

[168] *See* Ex. CA-19, pp. 7-8.

[169] *See* Ex. TURN-14, p. 26.

[170] *See* Ex. TURN-14, p. 26.

4. EPUC

EPUC recommends the complete elimination of LTIP as it is aligned to employees' actions in regards with the financial performance of the Company.[171]

5. SCE's Rebuttal to Cal Advocates, TURN and EPUC's Positions

a) Executives' Interests Are Aligned with Customer Interests

Under the regulatory compact, the total compensation SCE provides to its executives and other eligible employees should be recoverable as a basic cost of service since it is at market overall (as shown in the 2025 TCS) and provides significant benefits to customers. That is especially true for long-term incentives, which (i) provide a cost-saving retention benefit that is particularly important during tight labor markets with high turnover (as is the case now) and (ii) have been recognized by the State of California as serving a critical role in promoting utility financial stability, as reflected in AB 1054. The California State Legislature has recognized that a financially healthy company can procure capital at a lower cost for purposes of investing in the electrical system. This in turn benefits customers in the form of reduced rates.[172] AB 1054 amended the Public Utilities Code to require performance-based incentive compensation for executive officers, with a significant portion of compensation in the form of long-term incentives for new or amended contracts.[173] SCE has been offering performance-based incentive compensation, mostly in the form of LTI, to executive officers and other executives. And with the LTIP, SCE now provides long-term incentives with three-year vesting periods to non-executive employees who have demonstrated potential to contribute to long-term results for the company.

These incentives are essential to SCE's efforts to attract and retain highly valued leaders and future leaders. Long-term incentives align the interests of employees with the long-term interests of customers. In particular, the vesting schedules for the newly implemented RSUs for non-

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171 *See* Ex. EPUC-1, p. 58.

172 AB-1054 Public Utilities: Wildfire and Employee Protection *available at* https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB1054. (AB1054, Section 1(a)(4)) (as of June 1, 2020) (accessed on March 29, 2024).

173 AB-1054 Public Utilities: Wildfire and Employee Protection *available at* https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB1054 (AB1054, Section 21 (as of June 1, 2020)); Pub. Util. Code §8389(e)(6)(A)(i)(I) (accessed on March 29, 2024).

executives require recipients to remain employed for multiple years to receive the full value of their grants.[174]

Cal Advocates asserts that SCE's own testimony contradicts SCE's statement that LTI helps in retaining higher-ranked employees, since SCE had higher rates of turnover during the recorded period.[175] But, Cal Advocates testimony refers to "Test Year 2021" for this assertion.[176] SCE assumes that this part of Cal Advocates' testimony was included in error (likely a cut and paste from SCE's 2021 GRC), as it does not correlate to SCE's forecast for LTI in the 2025 GRC. SCE's forecast for 2025 is over $5 million more than its recorded 2022 costs. As stated in SCE's 2021 rebuttal testimony, Cal Advocates assumes that all of the turnover is triggered by voluntary separations. This is inaccurate. In looking at turnover for the 2025 GRC recorded period of 2018 through 2022, SCE executives continued to leave the company voluntarily without retiring approximately 19 percent of the time. Executives separated from the company due to retirement or involuntary severance approximately 81 percent of the time.[177] Thus, the higher rate of turnover was driven primarily by retirements and involuntary severances. These retirements and involuntary severances do not reflect in any way on how effective LTI is at retaining executives; rather, the relatively low number of *voluntary* separations suggests LTI *is* effective at retaining executives.

b) <u>Just And Reasonable Costs Should Be Shared Between Customers And Shareholders</u>

In the event that the Commission agrees with Cal Advocates' recommendations regarding cost-sharing of the STIP forecast expenses on the grounds that both shareholders and customers benefit,[178] then the LTI costs should be shared as well. SCE's TCS demonstrates these costs are just and reasonable when compared to the market.[179] As discussed in SCE's direct testimony, 94 percent of publicly traded companies offer a long-term incentive plan.[180] Moreover, both customers and

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[174] *See* Ex. SCE-06, Vol. 4, pp. 71-72 for additional customer benefits of LTIP.

[175] *See* Ex. CA-19, p. 8.

[176] Ex. CA-19, p. 8.

[177] *See* App. B, Executive Separations 2018 – 2022.

[178] *See* Ex. CA-19, p. 5.

[179] *See* Ex. SCE-06, Vol. 5.

[180] *See* Ex. SCE-06, Vol. 4, pp. 69-70.

shareholders benefit from an at-risk pay-for-performance compensation plan and a financially health company.

6. Conclusion

Executive and LTIP-eligible non-executive compensation is made up of four components: salary, annual incentives, long-term incentives, and benefits. All four of these factors are important in attracting and retaining qualified employees to lead our Company in delivering safe and reliable service to our customers. The TCS confirms that SCE's total compensation is at market. By removing any one of the four components of total compensation, the total compensation of an executive or an LTIP-eligible employee would fall well below market compensation levels, and SCE would not be able to retain qualified employees. This is a cost of service and should be authorized by the Commission.

E. Pension

1. SCE's Application

SCE's Retirement Plan (Pension Plan) contributes to employees' smooth transition out of the workforce by providing them with income after employment has ended. Since the Pension Plan is qualified by the IRS, participants avoid current taxable income as benefits accrue during their employment. Table III-15 provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

Table III-15
Pension
2018-2022 Recorded/ 2025 Forecast
Summary of SCE, Cal Advocates, and TURN's Positions
(Nominal $000)

Line #	Pension	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	-	-	-	-	-	-	-	-	-	-
2	Non-Labor	-	-	-	-	-	-	-	-	-	-
3	Other	46,952	51,304	40,471	31,732	-	44,934	44,934	17,000	-	(27,934)
4	**Total**	46,952	51,304	40,471	31,732	-	44,934	44,934	17,000	-	(27,934)

For Test Year 2025, SCE forecasts $44.9 million for the SCE Retirement Plan (Pension Plan) costs. This forecast is based on a new proposed funding policy that will fix structural issues with the legacy funding policy arising from the Pension Plan having closed to new employees after December 31, 2017. The new funding policy is the annual Service Cost (plus an eight-year amortization of the

Projected Benefit Obligation (PBO) shortfall under US generally accepted accounting principles (GAAP), if any), less the amount by which asset returns are expected to exceed the discount rate (i.e., major components of Non-Service Costs). The amount will remain fixed throughout the General Rate Case (GRC) period, unless a higher amount is required under certain circumstances.[181]

As explained further in opening testimony, the recent changes in the Pension Plan's circumstances (primarily caused by the closing of the Pension Plan to new employees) has created significant issues with the historical funding policy (which has been in effect since at least 1982) that need to be addressed sooner rather than later.[182] With the Pension Plan closed to new entrants, the funding policy is no longer able to adequately protect plan beneficiaries and to support equity among generations of customers.[183]

2. TURN

TURN disagrees with SCE's proposed funding policy change, and recommends that the Commission make no change to the GRC pension funding policy.[184] TURN argues that SCE's new proposed funding policy results in a higher forecast than under the current policy, and that this higher level of funding is not necessary at this time because the plan is overfunded, and became more overfunded since SCE filed its GRC Application.[185] TURN also argues that the new proposed funding policy does not include a "non-service cost component" and therefore, "inappropriately excluded" expected returns on plan assets.[186] Additionally, TURN argues that the potential avoidance of future penalties, "perhaps $5 million of PBGC premiums on a cumulative basis" does not warrant the additional forecasted contribution by ratepayers.[187]

In addition, while TURN does not oppose the Pension Costs Balancing Account (PCBA), TURN claims the interaction of the PCBA with the proposed funding policy is unclear, especially as disclosed in the company's ERRA filings.

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[181] Ex. SCE-06, Vol. 4, p. 81.

[182] Ex. SCE-06, Vol. 4, pp. 89-90.

[183] Ex. SCE-06, Vol. 4, p. 90.

[184] TURN-18, p. 1.

[185] TURN-18, pp. 8-9.

[186] TURN-18, p. 11.

[187] TURN-18, pp. 11-12.

Finally, TURN argues that a funding policy based on net periodic benefit cost under US GAAP would be the "superior" funding mechanism, and suggests that SCE should review this approach during the next GRC cycle. TURN makes the argument on the basis that US GAAP cost is transparent (aligns with assumptions as disclosed in the company's annual 10-K) and contains both service and non-service cost components.

3. SCE's Rebuttal to TURN's Position

SCE requests that the Commission approve the new proposed pension funding policy without any modification or delay for the reasons discussed below. At the outset, SCE notes that similar funding policy mechanisms to the one proposed by SCE here have been previously approved and are currently in use by the other two investor-owned electric utilities in California (Pacific Gas & Electric Company and San Diego Gas & Electric Company).[188]

a) TURN's Objections to SCE's New Funding Policy Is Based on Misunderstandings of How the New Funding Policy Will Work

A number of statements made in TURN's testimony in support of its rationale for opposing SCE's new funding policy forecast are either misstatements or misunderstandings of the mechanics of the new funding policy and require correction. Below is a summary of some those items.

TURN Position	SCE Clarification
The proposed pension funding policy does not include a non-service cost component and so excludes expected returns on plan assets.[189]	The proposed pension funding policy does include a non-service cost component. Specifically, as explained in SCE's testimony, "SCE proposes to reduce the funding policy contribution by the amount of excess investment return expected."[190] The impact of this adjustment is a cost reduction of $36.0 million to the 2025 TY forecast.[191]

[188] D.09-09.020, p. 1; D.19-09-051, p. 559.

[189] TURN-18, p. 11.

[190] Ex. SCE-06, Vol. 4, p. 93.

[191] *See* App. B, WP SCE-06, Vol. 4, Book B, pp. 107-115, Pension Service & Non-Service Cost Allocation.

Part of SCE's rationale for the new funding policy was the absolute forecasted funded status of 99 percent (using an expected rate of return on assets) in the 2025-2028 rate case period and its impact on Pension Benefit Guarantee Corporation (PBGC) premiums.[192]	An absolute desired funded status was not included as SCE's rationale for the new funding policy. Rather, SCE indicated in its direct testimony that under the historical policy: - As a result of new employees after December 31, 2017 not being eligible to participate in the plan, the remaining time span that active employees will be in the plan will gradually be reduced. This will cause the amortization period over which the unfunded liability is recovered to shrink (causing volatility) and ultimately no longer be mathematically possible. - Due to the loosening of the Pension Protection Act of 2006 (PPA) minimum funding requirements which historically served as a backstop to underfunding, the historical policy is insufficiently responsive to adverse experience, which could increase PBGC premium costs. For example, from 2012 through 2014, the IRS minimum policy took effect

TURN Position	SCE Clarification
	and served as a backstop to shore up the pension's funding levels following the financial crisis of 2008-09.[193] Forecasts for GRC purposes were based on best estimate assumptions and not adverse scenarios.

[192] Ex. TURN-18, p. 11.

[193] Ex. SCE-06, Vol. 4, pp. 87-88, 92.

TURN Position	SCE Clarification
SCE's expected rate of return on assets used for 2023 was faulty.[194]	Expected rate of return (as utilized in both the historical and the proposed pension funding policies) is a measure defined under US GAAP.[195] The expected rate of return is required to be a long-term best-estimate measure and actual asset return over any short period is inherently volatile as illustrated in SCE's testimony.[196] Further, SCE's long-term expected return assumption is not simply set by the plan actuary, but rather represents SCE management's best estimate which utilizes input from both actuaries and investment advisors. It is independently audited each year by corporate auditors given that it is used in the calculation of annual expense under US GAAP and, by design, is expected to be more stable. Annual experience which differs favorably relative to long-term expectations (as was the case in 2023) will reduce costs under the proposed funding policy (see following item).

[194] Ex. TURN-18, p. 12,

[195] *See* App. B, U.S. GAAP Primer – Pension Accounting.

[196] Ex. SCE-06, Vol. 4, p. 99.

TURN Position	SCE Clarification
Actual 2024 asset experience or conservative forecasts of the expected rate of return on assets reduce the need for a new pension funding policy.[197]	The basis for SCE's proposed pension funding policy was to fix issues inherent in the historical formula and design a new formula which reduces costs and the potential for intergenerational inequity among customers, not short-term asset experience, expected or actual. Further, under the proposed policy, asset returns in excess of the annual forecast throughout the GRC period would be accumulated and increase the "excess investment return" credit starting with the next TY. Additionally, if the plan is less than 100 percent funded, the additional earnings would be amortized over 8 years as a credit to the contribution in the next TY. Lastly, because SCE has proposed no change to the PCBA, to the extent actual costs are reduced as a result of strong asset performance leading to Full Funding,[198] any excess would be returned to customers.

[197] Ex. TURN-18, pp. 8-9.

[198] *See* Ex. SCE-06, Vol. 4, p. 89.

TURN Position	SCE Clarification
The interaction of the proposed funding policy with the PCBA balancing account is unclear.[199]	While SCE has proposed a change in the calculation mechanism for the baseline pension recovery amount, SCE has proposed no change to the clear and well-defined operation of the pension balancing account or its application to ERRA as approved in the 2006, 2009, 2012, 2015, 2018 and 2021 GRC decisions.[200]

b) The Proposed New Policy is a Proxy for Recovery Based on US GAAP Expense, as Proposed by TURN.

That TURN disagrees with the proposed policy and proposes using US GAAP expense instead demonstrates TURN's lack of technical understanding of the facts underlying SCE's proposed new funding policy. SCE agrees with TURN as to the benefits of a US GAAP-based approach, including that "expenses and the revenue from those expense must be acknowledged in the same period" and that recovery should include Service Costs and "non-service costs, largely consisting of the earnings on the fund and the time value of the money."[201] SCE's proposed funding policy nearly exactly aligns with TURN's recommendation, but has the added benefit of avoiding issues with using actual GAAP expense. In particular, the proposed policy consists of:

- Service Cost (exactly as calculated for financial reporting purposes), and
- An "Additional Adjustment for Expected Asset Return" which, for a plan fully funded at 100 percent, is exactly equal to Expected Return on Assets less Interest Cost under US GAAP.

In fact, the only key differences between the SCE's proposed new policy and US GAAP net benefit cost are:

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[199] Ex. TURN-18, pp. 13-14.

[200] D.06-05-016, p.173 (2006 GRC Decision); D.09-03-025, p. 142 (2009 GRC Decision); D.12-11-051, p. 463 (2012 GRC Decision); D.15-11-021, p. 269 (2015 GRC Decision); D.19-05-020, p. 190 (2018 GRC Decision); and D.21-08-036, p. 468 (2021 GRC Decision).

[201] Ex. TURN-18, p. 16.

- The new proposed policy does not include historical gain/loss amortizations. SCE's proposed approach includes "fresh start amortizations" since the new policy is applied from this point forward and legacy amortizations include amounts that were never tied to the historical funding policy.
- The new policy includes fixed eight-year amortization periods for recovering underfunded amounts (losses) so that the period to recover losses does not get too short when active employees age. Further, this approach to amortizing underfunded amounts provides more stability and equity since losses will be reflected over the same period regardless of when those occur, which is fairer to all customers from an intergenerational equity standpoint.
- No "special accounting" charges are applied in SCE's new funding policy, which protects overall cost stability.

SCE's proposed funding policy leverages the benefits of a US GAAP-based approach, while avoiding issues associated with actual US GAAP expense. Actual US GAAP benefit expense consists of current service cost, interest cost, expected return on assets, amortization of prior service cost, and amortization of unamortized gains or losses. Additionally, according to Accounting Standards Codification (ASC) 715-30, annual expense also includes special accounting events such as settlements, curtailments, and special termination benefits. There are several reasons why funding pension expense based on this actual GAAP pension expense would not be appropriate:

- GAAP Pension Expense can be negative and federal pension regulations prohibit the removal of assets from pension trusts until benefit obligations have been satisfied.
- The amortization period for GAAP is inconsistent with ERISA minimum funding requirements before relief.
- GAAP Pension Expense can be volatile, as it must include settlement and other special accounting charges.

SCE's proposed new funding policy does not have the issues cited above that would be caused by using actual GAAP pension expense.

c) SCE's Proposed New Pension Funding Policy Mitigates the Risk of Additional Costs and Intergenerational Inequity

TURN's argument that the historical policy is sufficient and should not be changed relies heavily on the current funded status of the Pension Plan, which is a function of recent strong asset performance and deterministic forecasts which assume expected asset returns in excess of interest on obligations. SCE's proposed change to the policy is designed to address pension risk and avoid situations in which adverse outcomes exacerbate intergenerational inequity for future customers.

SCE concurs with TURN's position that "the GRC funding policy definition is important,"[202] which is why SCE has proposed a new policy focused on addressing intergenerational equity rather than targeting a specific absolute funding (or funded status) target. The actual annual value of pension accruals for employees providing services to SCE customers is the Service Cost, as defined under US GAAP.[203] Improving the alignment between when benefits are accrued and when customers pay for that cost should be the primary consideration.

While it is true that asset returns could reduce the cost to provide those benefits, it relies on an assumption of risk, and depends not only on asset allocation, but actual capital market experience over time. SCE's proposed funding policy does provide a provision for that, based on the expected return. TURN notes that the pension plan was 104% funded as of December 31, 2023, but this 4% surplus translates to less than 2 years of the plan's Service Cost accruals. When assets underperform, funded status can rapidly decline, increasing plan costs. For example, for the period from December 31, 2021 to December 31, 2022, SCE's pension funded status declined from 110% to 104%. Funding less than the Service Cost means future customers assume that risk and will be responsible for the costs from which they received no benefit, increasing intergenerational inequity. It is exactly this risk that the new pension funding policy is meant to address.

As shown in Figure III-15 of SCE's opening testimony,[204] recovery under the historical policy has significantly lagged behind Service Cost accruals. TURN notes that this chart does not include non-Service Cost components (asset returns and interest on liabilities), and SCE's pension funded status has remained strong despite this discrepancy. However, this observation misses the point.

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[202] Ex. TURN-18, p. 9.

[203] *See* App. B, U.S. GAAP Primer – Pension Accounting.

[204] Ex. SCE-06, Vol. 4, p. 95, Figure III-15.

Asset returns have been strong over the last 15 years, and the pension plan (and customers) have benefitted from those returns. That said, historical asset performance is no guarantee, and it is certainly not a predictor of future returns. To the extent asset returns do not outperform interest on obligations (as was the case in 2022), the historical policy will meaningfully lag behind benefit accruals, and as noted above, the cost of current benefits (Service Cost) would need to be covered by future customers, creating significant intergenerational inequity.

As noted in SCE's testimony, SCE does acknowledge that forward-looking best estimate assumptions for investment returns on assets, while not guaranteed and subject to significant financial market volatility, are expected to exceed interest on obligations. It is for this reason that SCE has included an adjustment for Expected Asset Returns (a component of the proposed policy which TURN ignores) that benefits current customers by crediting (reducing cost) expected asset returns before they are actually earned.[205]

It is also worth noting that to the extent actual asset returns do exceed expectations, the proposed policy does include protections for current customers. In particular, if plan assets were to exceed the present value of all future benefits due (i.e., "Full Funding"), contributions would be suspended. Additionally, because contributions remain fixed through the GRC cycle, the proposed policy does not overreact to expected annual volatility in capital markets.

In summary, the proposed policy is balanced on both the upside and downside from an intergenerational equity perspective: current customers pay for the cost of service (Service Cost) but share in expected asset returns (Expected Asset Return offset), with floors and ceilings for experience which materially differs from expectations.

d) <u>There is Urgency to Address the Pension Funding Policy Now</u>

As SCE noted in its testimony, the historical pension funding policy is not sustainable.[206] The Pension Plan was closed to new entrants on December 31, 2017, meaning all employees hired after that date do not receive pension benefits. The historical funding policy relies on pension-eligible payroll (payroll for employees eligible for pension benefits). As such, contribution volatility will increase as the pension-eligible payroll shrinks when employees hired prior to December 31, 2017 leave the organization and are not replaced with new pension participants. Ultimately the

[205] Ex. SCE-06, Vol. 4, pp. 92-93.

[206] Ex. SCE-06, Vol. 4, pp. 89-90.

calculation under the historical policy becomes mathematically impossible when there is no pension-eligible payroll after all currently eligible participants have left the organization.

Further and as also noted in testimony, recent legislative changes (including several since the last GRC) have reduced minimum required contributions under statutory requirements.[207] The more stringent minimum requirements prior to this legislation were a key reason the historical policy has proven sustainable in recent years (in addition to historically strong asset performance) since they applied and increased funding in the years following the 2008 market crash.

In its testimony, TURN does not address any of these considerations, which are all explained in SCE's opening testimony. Instead, TURN argues that there is a lack of urgency to make this change to SCE's pension funding policy given SCE's current funded status (a 4 percent surplus as of December 31, 2023).[208] SCE disagrees with this position for a number of reasons.

First and as noted above, plan funded status decreased by 6 percent during 2022. A funded status of 104 percent for a plan that is still accruing Service Costs is no guarantee the plan will remain in a strong funded position in the coming years. If the same outcome from capital market conditions reoccurred, a 6 percent decrease in funded status would mean that the funded position would drop from 104 percent to below 100 percent in a single year, demonstrating that TURN's argument is short-sighted and should be dismissed, particularly when more extreme drops in funded status (like what occurred in 2008) are a possibility.[209]

Second, making a change to a more sustainable policy at a time where the Pension Plan is not in an underfunded position (as is the case now) is favorable and promotes intergenerational equity. As a result of the Pension Plan's current and projected (for TY 2025 purposes) funded status in excess of 100 percent, SCE's forecasted TY 2025 contribution does not include an amortization of unfunded liability; only Service Cost and an offset for expected return are included. Now is the time to change to a sustainable policy.

e) <u>There Is Sufficient Transparency Around SCE's Proposed New Policy</u>

TURN contends that "[t]he Commission should recognize that there is a need to ensure that the terms and underlying calculations that appear in SCE's various presentations on pension

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[207] Ex. SCE-06, Vol. 4, pp. 87-88.

[208] Ex. TURN-18, pp. 11-12.

[209] Following the 2008 financial crisis, the Pension Plan's funding position dropped below 80 percent for several years, despite having been above 100 percent in the immediately prior years.

funding and the current status of its pension fund are used in a consistent manner."[210] SCE agrees. This is a key component of, and rationale for, SCE's proposed funding policy, which aligns recovery with measures calculated under US GAAP assumptions. US GAAP amounts included in SCE's 10-K will always include amounts for non-utility entities and non-qualified programs. SCE has proposed no changes to the definition of Service Cost between the historical and new funding policies; this definition of Service Cost is consistent with the way the term is defined for ERRA purposes. In addition, as explained above, Non-Service Cost components will continue to be included in recovery, despite TURN's misunderstanding.

As SCE noted several times in its data request responses to TURN, GRC and ERRA proceedings serve different purposes.[211] SCE's ERRA filing is consistent with history and across all California utilities. The purpose of the GRC filing is to review and approve the pension funding mechanism, like any other labor costs. For ERRA purposes, some of those costs get allocated to various components (jurisdictions, O&M, capital projects, etc.) and customers are ultimately only charged with their share of those costs, which is ERRA's purpose. To build all of these allocations within the GRC benefit cost testimonies would add confusion, complexities, obfuscate the actual costs and cost impacts, and depart from long standing procedures. That TURN does not understand the Commission's long-standing process should not be a basis for dismissing SCE's proposals.

4. Conclusion

To summarize, not only is TURN's proposal to keep the historical pension funding methodology based on factual errors and misunderstandings, but SCE's proposed methodology is in-line with the methodology favored by TURN and recommended for the next GRC cycle, subject to certain necessary improvements. TURN's lack of understanding of SCE's new funding proposal should not be a reason to delay the necessary changes SCE proposes to make to its Pension Plan funding policy to ensure it remains sustainable in the long term.

F. 401(k)

1. SCE's Application

The Edison 401(k) Savings Plan is a defined contribution plan. As an integral part of SCE's total compensation package, it provides employees an opportunity to defer current income,

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[210] Ex. TURN-18, p. 19.

[211] *See* App. A, SCE's responses to data request TURN-SCE-074, Q1a and Q3.

potentially reducing their current taxable income, and save for their future financial needs. Employees choose how to invest the deferred income, plus receive Company contributions. If employees defer on a pre-tax basis, all the monies avoid current income taxes until distributed.

Employees may elect to defer from 1 to 84 percent of their base pay to the 401(k) Savings Plan, subject to annual maximum dollar limits determined by the Internal Revenue Service. The Company matches $1.00 for each $1.00 deferred, up to 6 percent of the employee's base pay. SCE's direct testimony provides additional information about company contributions to the 401(k) Savings Plan.[212] To provide greater flexibility, the 401(k) Savings Plan also allows participants to defer income on a post-tax basis into a separate Roth account. These deferrals have the advantage of avoiding income tax on investment returns of the participant's deferrals when ultimately distributed, if specific legal requirements are met. The table below provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

Table III-16
401(k)
2018-2022 Recorded/ 2025 Forecast[213]
Summary of SCE, Cal Advocates, and TURN's Positions
(Nominal $000)

Line #	401(k)	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	-	-	-	-	-	-	-	-	-	-
2	Non-Labor	-	-	-	-	-	-	-	-	-	-
3	Other	71,567	80,316	91,507	95,913	100,423	129,716	129,716	124,570	-	(5,146)
4	**Total**	71,567	80,316	91,507	95,913	100,423	129,716	129,716	124,570	-	(5,146)

2. TURN

TURN recommends a reduction to SCE's 401(k) forecast as it opposes any increases to SCE's 401(k) costs that result from the STIP-to-Base pay conversion.[214] TURN asserts that the increase in SCE's 401(k) costs "comes without any other explanation, let alone justification, than it being the

[212] Ex. SCE-06, Vol. 4, pp. 100-102.

[213] SCE's rebuttal position includes labor forecast errata and concessions identified through rebuttal testimony. Intervenor positions and reductions may not align with intervenor testimony due to SCE's updated rebuttal forecasts.

[214] Ex. TURN-14, p. 32.

result of the proposal to transfer the source of employee compensation from STIP to Base Pay."[215] TURN also believes the increase is unnecessary because SCE's TCS results show that the company's compensation is already at market.[216]

TURN calculates SCE's 401(k) Savings Program costs by removing "the upward adjustment that results from the 2022 Labor (i.e., Base Pay) restatement (after further adjusting it for escalation) from the 2025 Labor (i.e., Base Pay) forecast and multiplies the result by the 2022, 401(k)-to-Labor (i.e., Base Pay) ratio of 11.54%."[217]

3. SCE's Rebuttal to TURN's Position

The 401(k) Company matching contribution remains $1.00 for each $1.00 deferred up to six percent of the employee's base pay subject to annual maximum dollar limits determined by the Internal Revenue Service. The matching contribution benefit has not changed. SCE will continue to match employees' deferrals up to six percent of the employee's base pay. TURN and the Commission have approved and adopted this rate in past rate cases, including in SCE's 2021 GRC.[218]

TURN states that SCE used an "arbitrary" method to forecast the 401(k) company match.[219] However, SCE, as it has in the past, used the Results of Operation (RO) Model to forecast the 401(k) company contribution. This RO Model calculation is described in Ex. SCE-06, Vol. 4, p. 103, with footnote 181 on that page noting that the TY 2025 labor forecast used for this RO Model calculation reflects the "employee compensation program" described in Section III.A.5 of Ex. SCE-06, Vol. 4—i.e., it reflects the 4.5 percent base pay increase from the STIP to base pay transition that will fully go into effect as of the first pay period of 2025.

Despite TURN's protestation to the contrary, it is perfectly reasonable that the 2025 labor forecast used to calculate 2025 401(k) costs includes the base pay increase from the STIP to base pay transition. First, having the 2025 labor forecast reflect the STIP to base pay transition acknowledges reality—base pay increases from the STIP to base pay transition will be in effect in 2025. Second, the 2025 401(k) forecast reflects the costs resulting from market average base pay. If SCE had already been paying market average base pay, the 401(k) cost forecast would have been the same and there would

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[215] Ex. TURN-14, p. 32.

[216] Ex. TURN-14, p. 33.

[217] *See* Ex. TURN-14, p. 33.

[218] *See* D.12-11-051, p. 468; D.15-11-021, p. 275; D.19-05-020, p. 181; D.21-08-036, p. 410.

[219] *See* Ex. TURN-14, p. 31.

have been no need for an adjustment to the 2025 labor forecast used to estimate 2025 401(k) costs. As explained in SCE's direct testimony, it is now a significant competitive disadvantage to have base pay below the market average.[220] Accordingly, SCE is striving to pay market average base pay. And the 401(k) forecast for 2025 reflects market average base pay.

TURN recommends that the company decrease the 401(k) matching contribution percentage so that 401(k) costs align with what they would have been without the STIP to base pay transition.[221] A lower matching contribution percentage would be seen as a takeaway by employees (they would question why their benefit percentage was being reduced) and would require negotiations for represented employees. In other words, TURN's recommendation would worsen employee morale and counter the positive impact of the STIP to base pay transition on employee retention.

TURN also suggests that the combination of "the mechanics of how the 401(k) contribution is calculated" and the base pay increase from the STIP to base pay transition will result in an unreasonable "increase to total compensation."[222] That is not the case. Maintaining the existing contribution rates would have very little effect on SCE's overall actual total compensation compared to the market average. Within the TCS, benefits are weighted against all other compensation and benefits included in the study. For example, a 1 percent increase in 401(k) company contributions would increase SCE's TCS total compensation result by significantly less than 1 percent. It is a fraction of the whole. The TCS found that SCE's actual total compensation is 0.6 percent below the market average. The increase in 401(k) company contributions from STIP to base, if it had been in effect at the time of the TCS, would not have brought SCE's actual total compensation to the market average. It is important to note that TURN's "example of the effect of SCE's proposal on total compensation" is misleading in that the employee in the example has a 10% STIP to base pay transition,[223] when the largest STIP to base transition for any individual will be five percent and the average will be approximately 4.5 percent.[224]

The 401(k) Savings Plan is an important component of SCE's benefit offerings. The program supports SCE's goals of attracting and retaining a qualified workforce. The benefit focuses on providing the Company, employees, and customers with the highest return on the dollars expended for

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[220] *See* Ex. SCE-06, Vol. 4, pp. 45-47.

[221] *See* Ex. TURN-14, p. 32.

[222] *See* Ex. TURN-14, p. 32.

[223] *See* Ex. TURN-14, p. 32.

[224] *See* Ex. SCE-06, Vol. 4, pp. 47-48.

benefits, while being mindful of the changing requirements of the workforce, collective bargaining obligations, compliance with regulatory and legislative requirements, and the need to manage escalating costs.[225]

4. Conclusion

Contrary to TURN's arguments, SCE's approach to its 401(k) contributions was not arbitrary, but rather methodical. Maintaining the same contribution rates will not substantively affect the company's current TCS results, but does provide an important benefit to our employees. TURN's recommendation would impact an important benefit to employees, one that has already been negotiated. The Commission should approve SCE's 401(k) forecast.

G. PBOP

1. SCE's Application

SCE offers post-retirement benefits besides pension benefits (PBOP). These benefits include post-retirement medical, dental, vision, Medicare Part B premium reimbursement, Medical Part D Income Related Monthly Adjustment Amount and term life insurance for certain employees. According to ASC 715-60 (formerly FAS 106) accounting guidance, SCE must accrue a liability for the costs of these retiree benefits.[226]

SCE has offered these benefits as an important part of its employee benefits package to attract and retain a qualified workforce, and to facilitate an orderly transition from the workforce. Retirees and their dependents who are not Medicare-eligible participate in the same medical, dental, vision, and Employee Assistance Program (EAP) as active employees, although some plan features differ. The differences in the benefits provided to retirees are highlighted below. SCE offers two classes of retiree coverage: "Flex" coverage for employees who retired after December 31, 1990, and "PrimeCare" coverage for those who retired before then.[227]

For employees hired on or after December 31, 2017, SCE-subsidized retiree health care (RHC) is no longer available. In lieu of RHC, eligible employees receive a Retiree Health Reimbursement Account (RHRA) credited with an amount equal to $200 multiplied by the number of months they have been employed by SCE. The RHRA can only be accessed if an employee retires at or

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[225] As costs in the Pension Plan increased, SCE used the 401(k) Savings Plan to off-set the benefits of the more costly plans. Ex. SCE-06, Vol. 4, p. 81.

[226] Ex. SCE-06, Vol. 4, p. 104.

[227] Ex. SCE-06, Vol. 4, p. 104.

after age 55 with 10 or more years of service. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025 for PBOP.[228]

Table III-17
PBOP
2018-2022 Recorded / 2025 Forecast
Summary of SCE, Cal Advocates, and TURN's Positions
(Nominal $000)

Line #	PBOP	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	-	-	-	-	-	-	-	-	-	-
2	Non-Labor	1	-	-	-	-	-	-	-	-	-
3	Other	17,401	6,309	-	-	-	-	-	-	-	-
4	**Total**	17,402	6,309	-	-	-	-	-	-	-	-

2. TURN

TURN raises no objection to SCE's historical funding policy mechanism for PBOP or the PBOP forecast for TY 2025 of $0, noting that the "nr-term benefit of current ratepayers not being charged for PBOP expense during this GRC period is small but welcome relief while the cost of living is rising."[229] However, in its testimony, TURN expresses "concern[] about the level of overfunding in the PBOP trust" and encourages the Commission to request SCE to present additional detail no later than the next GRC cycle "to address possibilities for re-directing the overfunded PBOP amounts to other ratepayer purposes."[230]

3. SCE's Rebuttal to TURN's Position

SCE's forecast for PBOP is $0 which, as TURN recognizes, is a "small but welcome relief [for SCE's customers] while the cost of living is rising."[231] The reason SCE is requesting $0 for PBOP for this GRC cycle is because of the current surplus in the PBOP trust. The PBOP funding surplus is the result of several factors, including favorable asset returns and favorable legislation and

[228] Ex. SCE-06, Vol. 4, pp. 104-105.

[229] Ex. TURN-18, pp. 2, 18.

[230] Ex. TURN-18, pp. 17-19.

[231] Ex. TURN-18, p. 18.

marketplace developments.[232] This benefits customers in that SCE has offered, and continues to offer, retiree medical benefits as part of a competitive benefit package for its employees, who are providing service on behalf of our customers. The larger the surplus, the longer the period SCE will be able to use this program to attract and retain highly skilled employees at no costs to customers.

a) The Two-Way PBOP Balancing Account Ensures Any Overcollections Are Refunded to Customers

The premise of the entirety of TURN's testimony regarding SCE's PBOP centers on its "concerns" that SCE overcollected its PBOP costs, resulting in an overfunded PBOP trust, potentially to the detriment of SCE's customers.[233] On this premise, TURN proposes that the Commission require SCE to "present a showing regarding its efforts seeking ways to address the funding imbalance, and any 'paths forward' it has identified for protecting ratepayers' interest in these funds."[234]

SCE already has a path forward. SCE's PBOP costs are subject to the two-way Post-Employment Benefit Other than Pensions Balancing Account (PBOP BA). The PBOP BA was established in 2006, following the decision in SCE's 2006 GRC.[235] Through the operation of the PBOP BA, SCE recovers its recorded PBOP costs and ***returns any overcollection to its customers***.[236] This would seem to address TURN's concern. SCE is proposing to continue the use of the two-way PBOP BA during the 2025 GRC period.[237] TURN did not oppose this proposal. No other actions or proposals from SCE are necessary.

b) SCE Cannot Misuse Its Surplus PBOP Funds; They Are Held in a Trust

While TURN spends several paragraphs intimating, without any support, that SCE may be able to misuse its surplus PBOP funds somehow, TURN also acknowledges that SCE "is

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[232] For example, recently, and most relevant to SCE's PBOP surplus, insurers have introduced fully-insured Group Medicare Advantage Plans which can provide coverage to retirees at a cost significantly less than that which can be provided by employers through self-insured coverage. The pension liability is very different from the PBOP benefit, and no similar legislation would be applicable to Pensions.

[233] Ex. TURN-14, pp. 17-19.

[234] Ex. TURN-14, pp. 18-19.

[235] Ex. SCE-06, Vol. 4, p. 110.

[236] *See* Ex. SCE-07, Vol. 1, Results of Operations, GRC-Related Balancing and Memorandum Account Proposals; *see also* Ex. SCE-06, Vol. 4, pp. 109-110.

[237] Ex. SCE-07, Vol. 1, pp. 37-38.

not keeping the money; but it is locked up in trust."[238] PBOP trust assets are managed by an investment committee whose members have a fiduciary responsibility to govern the plan in the interest of participants and beneficiaries. Therefore, while SCE has no incentive to misuse its PBOP funds, it also has no ability to, as they are held in a trust. Any suggestion by TURN that such a thing is possible should be soundly rejected.

4. Conclusion

As SCE is seeking $0 in this GRC period for its PBOP, and the PBOP BA ensures that any overcollection from customers is refunded, no further action on the Commission's behalf is necessary.

H. Medical Programs

1. SCE's Application

Under SCE's Medical Programs, three types of medical coverage may be available based on an employee's geographic location: Preferred Provider Organization (PPO), Health Maintenance Organization (HMO), and an Exclusive Provider Organization (EPO). SCE's PPO, HMO and EPO plans offer comprehensive medical coverage for employees and their dependents, including preventive care, outpatient and inpatient hospital services, physician services, diagnostic laboratory, x-ray and imaging services, telemedicine, a diabetes management program, mental health and substance abuse services, and therapeutic treatments such as chemotherapy and physical therapy.

Each of the medical plan options offers complete coverage for all preventive care services within guidelines for the patient's age and gender. Each medical plan meets the coverage requirements specified under the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (ACA). Besides covering medical services, SCE also includes prescription drug coverage in each medical plan. Depending on the plan elected, pharmacy coverage is provided through a centralized pharmacy benefits manager or the medical plan's own pharmacy plan. Employees and their families may use a Preventive Health Account and the Employee Assistance Program to address specific needs and concerns. Eligible employees may enroll in medical plan coverage effective on the date of hire.

[238] Ex. TURN-14, p. 17.

In recent years, SCE's employees have been paying significantly above-market premiums.[239] In order to align SCE's medical benefits to the market, starting in 2024, SCE reduced the employee share of health care premiums across all medical plans. SCE also reduced select medical plan co-pays and out-of-pocket costs from current levels, and implemented a standard/closed prescription drug formulary. These medical design changes are necessary to bring employee costs back within market benchmarks and to stay competitive in this tight job market.[240]

The table below provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

Table III-18
Medical Programs
2018-2022 Recorded / 2025 Forecast[241]
Summary of SCE, Cal Advocates, and TURN's Positions
(Nominal $000)

Line #	Medical Programs	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	-	-	-	-	-	-	-	-	-	-
2	Non-Labor	9,560	-	-	-	-	-	-	-	-	-
3	Other	75,718	85,760	78,185	92,801	103,981	151,408	126,312	130,539	(25,096)	(20,869)
4	**Total**	85,278	85,760	78,185	92,801	103,981	151,408	126,312	130,539	(25,096)	(20,869)

2. Cal Advocates' Position

Cal Advocates developed its own forecast of medical expenses, "based on the increase of 21.47% that occurred from the three-year period 2019-2022" (approximately 7 percent per year) for a forecast of $126.312 million. Cal Advocates argues that its forecast is a "sizable increase" over SCE's 2022 base year amount. Finally, Cal Advocates asserts that if SCE's Medical Programs expenses are greater than Cal Advocates' forecast, "any additional expenses will be captured in the [Medical Programs] [B]alancing [A]ccount and SCE is at no risk for recovery."[242]

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239 Ex. SCE-06, Vol. 04, pp. 115-118.

240 Ex. SCE-06, Vol. 04, p. 118.

241 SCE's rebuttal position includes labor forecast errata and concessions identified through rebuttal testimony. Intervenor positions and reductions may not align with intervenor testimony due to SCE's updated rebuttal forecasts.

242 Ex. CA-19, pp. 9-10.

3. TURN's Position

TURN states that "SCE's premium-sharing redesign causes an unreasonable and unsupported increase to SCE's total compensation." TURN advises against assessing compensation components in isolation, emphasizing that various factors create a company's total compensation, arguing that while SCE's Medical Program may be below market, SCE's total compensation is at market.[243]

4. SCE's Rebuttal to Cal Advocates' and TURN's Positions

a) Cal Advocates' Simple Historical Average Ignores the Plan Design Changes SCE Has Implemented for Its Employees

The largest flaw in Cal Advocates' use of a three-year (or four-year)[244] average is that it overlooks the plan design changes to SCE's Medical Programs mentioned above, and detailed in SCE's testimony.[245] Cal Advocates did not provide testimony opposing the plan design changes. In order to include the incremental cost increase caused by the plan design changes, a three (or four) year average cannot be used.

b) Cal Advocates Assumes It is Better Equipped to Forecast Medical Escalation Than the Health Plan Providers Themselves

SCE did not create the forecast for the Medical Program by itself, but instead relied on our health plan providers and our actual experience from the plans, plan design changes, the aging of our population, actuarial forecasts and market trends to forecast the future escalation rate for premiums. Cal Advocates' simplistic historical average is extremely flawed based on several factors.

(1) Cal Advocates Miscalculates A Four-Year Average

Cal Advocates uses the RO Model's recorded costs for 2019 and 2022 and takes the difference and then divides by the 2019 recorded cost to calculate the change in costs of 21.47 percent;[246] it then divides that percentage by three to come up with an annual increase of approximately

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243 Ex. TURN-14, pp. 34-35.

244 *See* Section 4(b)(1) below for an explanation on how Cal Advocates' proposed three-year historical average is actually a four-year average.

245 Ex. SCE-06, Vol. 4, pp. 115-118.

246 The calculation is 21.476 percent which, if correctly rounded, would be 21.48 percent instead of 21.47 percent.

seven percent each year.[247] Cal Advocates calls this a three year average.[248] But 2019-2022 is four years and not three years. Cal Advocates applies this same 3-year 21.47% (but it is really a four year forecast) increase to the three-year 2022-2025 time frame.[249]

Cal Advocates incorrectly applies a three-year average (which is actually four years) to the forecast which it claims is a forecast for three years (but again, 2022-2025 is actually four years). In addition, one of the years for which Cal Advocates is "forecasting" – 2022 – is actually a recorded year and does not require forecasting. In D. 04-07-022, the Commission explains the different methods of forecasting including last year recorded, budget base or multi-year average and when it is appropriate to use them.[250] Cal Advocates' method is not included.

(2) Cal Advocates Ignores the Effects of COVID on Health Care Utilization

As detailed in testimony, in 2020, and going into 2021, healthcare cost were abnormally low as utilization and spending declined.[251] The pandemic, stay-at-home measures and concerns over hospital capacity led to people deferring acute and elective procedures, as well as preventative care.[252] Even in 2021, 21 percent of people reported delaying or foregoing medical care due to the pandemic.[253] The global pandemic created huge anomalies in the utilization and spending of healthcare for 2020 and 2021. It is unreasonable include those years in any historical averaging methodology to determine SCE's Medical Program costs for TY 2025. Yet, this is exactly what Cal Advocates' recommended forecast seeks to do.

(3) Cal Advocates Ignores the Various Market Trends that SCE's Health Plan Providers Have Considered in Developing Projected Escalation Rates

There are multiple factors affecting the cost of medical care and trend rates into the future. Some of the bigger drivers include:

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[247] *See* App. A, Cal Advocates' response to data request SCE-PubAdv-015-DT, Q1, attachment "Attachment 1".

[248] Ex. CA-19, p. 9.

[249] Ex. CA-19, p. 9.

[250] *See* D.04-07-022, pp. 15-17.

[251] Ex. SCE-06, Vol. 4, p. 119.

[252] *See* App. C, Early 2021 Data Show No Rebound in Health Care Utilization

[253] *See* App. C, How Has Healthcare Utilization Changed Since the Pandemic?

Price Increases for Medical Care and Prescription Drugs: Insurers cite rising costs for medical care and prescription drugs as a significant driver of premium growth in 2024. These expenses contribute to the overall increase in premiums.[254]

Utilization of Health Care: As discussed above and in testimony, the Medical Program recorded lower-than-normal costs due to lower-than-expected usage among participants as healthcare was deferred during the pandemic.[255] After a decline in 2020 and 2021 due to the pandemic, health care utilization has returned to more normal levels. Insurers consider this increased utilization as another factor impacting costs.[256]

Higher Inflation: As explained in testimony, consumer prices were up 9.1 percent over the year ending June 2022, which is the largest increase in 40 years.[257] While many insurers expect utilization to grow relative to the lower levels caused by COVID, price growth has a larger effect on the medical trend than utilization.[258]

Most proposed rate changes for the 2024 ACA Marketplace (which can be used as a proxy for the general industry) fall within the range of two to ten percent rate increase, with a median increase of six percent. These escalation rates are in line with the 5.5 percent increase SCE's health plan providers provided, and which forms the basis of SCE's Medical Programs forecast.[259]

Changes in Legislation: The Inflation Reduction Act (IRA) will initiate a reduction to prescription drug costs for our Medicare retirees and the federal government resulting in increased exposure to plan sponsors. For example, payments in the catastrophic phase of an Employer Group Waiver (Part D) Plan by the federal government (federal reinsurance) will decrease, with plans picking up a larger share of the costs during the period after which an individual has met their out-of-

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[254] *See* App. C, How Much and Why 2024 Premiums are Expected to Grow in Affordable Care Act Marketplaces.

[255] Ex. SCE-06, Vol. 4, p. 119.

[256] *See* App. C, How Much and Why 2024 Premiums are Expected to Grow in Affordable Care Act Marketplaces.

[257] *See* SCE-06, Vol. 4, p. 45; and *see also* App. C*,* TED: The Economics Daily, Consumer Prices Up 9.1 Percent.

[258] *See* App. C, How Much and Why 2024 Premiums are Expected to Grow in Affordable Care Act Marketplaces.

[259] *See* App. C, How Much and Why 2024 Premiums are Expected to Grow in Affordable Care Act Marketplaces.

pocket costs; and uncertainty of continued federal subsidies to reimburse Part D plans for some amount to cover reduced insulin copayments will result in additional costs to plan sponsors.

c) Cal Advocates Concedes That Medical Expenses, Regardless of its Forecast, Will Be Paid By Customers

Cal Advocates acknowledges that, because SCE's Medical Programs costs are recorded in a balancing account, the Medical Programs Balancing Account (MPBA), SCE will ultimately be able to recover its medical expenses from its customers, no matter what the authorized forecast is.[260] But Cal Advocates' statement misses the intent of forecast-based ratemaking. SCE strives to achieve authorized amounts that align the recovery of costs that it reasonably expects to incur with when those costs are expected to be incurred. Doing so minimizes the potential for undercollections in the MPBA. Despite Cal Advocates' suggestion to the contrary, undercollections in the MPBA result in *increased* costs to customers, in the form of interest rate expense that SCE accrues on the undercollected amounts until they are recovered from customers. Particularly in this high interest rate environment, an unreasonably low authorized Medical Programs forecast would be detrimental to customers. It makes no sense to intentionally authorize a forecast that is demonstrably too low, just because the costs are subject to a two-way balancing account.

d) Contrary to TURN's Assertions, SCE's Medical Program Plan Design Changes Are Reasonable to Ensure SCE Is Providing Market-Competitive Medical Plans to Its Employees

TURN claims that SCE does not support the basis for its Medical Program plan design changes.[261] This is inaccurate. As discussed above and detailed in testimony, the WTW Financial Benefits Survey (FBS) found that while SCE's overall premiums were within the market range for premiums, SCE's employees were paying significantly above market for their premium contribution.[262] SCE's average Employee Only medical premium contribution for HMO/EPO falls between the survey's 50th to 75th percentile, while SCE's average Employee Only contribution for the PPO plan is between the 75th and 90th percentile.[263] Following the plan design changes, SCE will pay 87 percent of the premium

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[260] *See* Ex. CA-19, p. 10

[261] Ex. TURN-14, p. 35.

[262] Ex. SCE-06, Vol. 4, pp. 115-118.

[263] *See* App. B, WP SCE-06, Vol. 4, Book C, pp. 8-15, WTW 2022 Financial Benefits Survey, Annual Medical Contributions by Tier (4 Tiers), California Data Cut.

for employees and 82 percent for dependents for the Kaiser plan, and 80 percent for both employees and dependents for the remaining plans.[264] This is still less than PG&E, which pays 92.5 percent of full-time represented and full- and part-time non-represented employees' premiums based on the medical plans they select.[265] This benefit has been negotiated with the union and is part of the collective bargaining agreement. SCE competes for talent with other utilities, as well as companies in other industries, and must remain competitive in order to attract and retain a qualified workforce.

In regard to SCE's TCS, the largest component of SCE's TCS is its total cash compensation (base pay plus short-term incentive compensation), making up more than 80 percent of an employee's total compensation. SCE's plan design change, which shifts a portion of medical plan premiums from employees to SCE (the shift is two percentage points for most employees) would account for a slight increase in total compensation (a 2 percent increase in medical benefits would have increased SCE's total compensation by less than 0.2 percent since medical benefits accounted for slightly less than 10 percent of total compensation in the TCS).[266]

SCE agrees with TURN when it states that WTW warns against taking any compensation component in isolation.[267] But, that is exactly what TURN is doing. Simply because SCE is redesigning the Medical Program does not indicate that SCE's TCS results climb above the market. The compensation and benefit offering SCE is providing to its employees will remain at market and should be approved.

5. Conclusion

SCE's changes to its Medical Program are supported by market data, as well as SCE's TCS.

The Medical Program is a desired benefit that was included in the union's collective bargaining agreement and is necessary to allow SCE to compete for, attract, and retain a qualified workforce. SCE's Medical Programs forecast should be fully authorized.

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[264] Ex. SCE-06, Vol. 4, p. 118.

[265] *See* PG&E Benefits Handbook, *available at*: https://mypgebenefits.com/pdfs/spds/pge-spd-union-print-4dec14c.pdf, at p. 95 (accessed on March 21, 2024) and https://mypgebenefits.com/pdfs/spds/pge-spd-mgmt-print-21feb17a.pdf, also at p. 95 (accessed on March 21, 2024).

[266] Even if the value of medical benefits for employees were to increase by the 17 percent cost increase included in the RO Model, the incremental increase in total compensation would be less than 1.7 percent. SCE does not believe employees are receiving a 17 percent incremental benefit. Rather, we are illustrating the impact on total compensation of a theoretical 17 percent increase in the medical benefit.

[267] Ex. TURN-14, p. 35.

I. Executive Benefits

1. SCE's Application

SCE forecasts Executive Benefit costs of $17.817 million for TY 2025. The Executive Benefits program is part of the competitive compensation package used to attract and retain well-qualified executives and is reflected in the TCS. The forecast cost is solely for the Executive Retirement Plan; other executive benefits are excluded from the rate request. The Executive Retirement Plan supplements SCE's qualified retirement plans and has as its primary purpose restoring benefits that executives cannot receive in the qualified retirement plans.[268]

Executive Benefits expenses and forecasts are presented in Table III-19 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE and Cal Advocates for TY 2025. TURN did not address SCE's Executive Benefits forecast in its testimony.

Table III-19
Executive Benefits
2018-2022 Recorded / 2025 Forecast
Summary of SCE and Cal Advocates' Positions[269]
(Nominal $000)

Line #	Executive Benefits	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	-	-	-	-	-	-	-	N/A	-	N/A
2	Non-Labor	-	-	-	-	-	-	-	N/A	-	N/A
3	Other	14,545	9,446	7,919	10,524	17,015	17,817	8,909	N/A	(8,909)	N/A
4	**Total**	14,545	9,446	7,919	10,524	17,015	17,817	8,909		(8,909)	

2. Cal Advocates

Cal Advocates recommends a 50 percent reduction to SCE's Executive Benefits TY forecast based on Commission precedent ordering customers and shareholders to equally share this expense.

3. SCE's Rebuttal to Cal Advocates and TURN's Position

SCE acknowledges that the Commission has in the past approved a 50 percent reduction to SCE's Executive Benefits forecast. The Commission should reconsider here.

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[268] Ex. SCE-06, Vol. 4, p. 140.

[269] SCE's rebuttal position includes labor forecast errata and concessions identified through rebuttal testimony. Intervenor positions and reductions may not align with intervenor testimony due to SCE's updated rebuttal forecasts.

a) Executive Benefits Are Necessary to Retain Well-Qualified Executives

SCE competes with other utilities and general industry to attract and retain well-qualified executives. The features of the Executive Retirement Plan (as discussed in our direct testimony) help retain well-qualified, long serving executives with a deep knowledge of how to run the company and meet safety and other goals.[270] According to the 2023 Energy Workforce Survey Results conducted by Center for Energy Workforce Development (CEWD), non-retirement attrition and total attrition have both increased significantly in the last two years, and in 2022 hit their highest levels since the survey began with non-retirement attrition hitting 7.2 percent and retirement attrition hitting 3.7 percent. Hiring to replace these leaving workers is also at an all-time high.[271]

In light of increased turnover, SCE has made reasonable efforts to keep the benefit package attractive at a prudent cost, and thus has experienced long tenures of service and strong continuity of performance from the executive ranks. The longevity is important not only for continuity purposes but also because executive searches tend to take significantly more time, resources, and cost compared to the average hire. The turnover cost for a C-level executive can amount to as much as 213 percent of their annual salary.[272] The cost savings resulting from the long tenures and the lower recruiting costs are then translated to the customer.

The total compensation study conducted for SCE's 2021 GRC found that benefits for SCE's executives were 19.8 percent below market average "primarily due to significant changes to the executive retirement plans."[273] The TCS for the 2025 GRC was conducted by Willis Towers Watson (instead of Aon, who had conducted the 2021 TCS), and used a different benefits valuation methodology. As WTW states in its 2025 TCS, "SCE did not make significant changes to the benefit programs between the 2021 TCS Study and this [2025] TCS Study, therefore the movement in competitive positioning is attributable to the change in methodology."[274]

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[270] *See* Ex. SCE-06, Vol. 4, p. 141.

[271] 2023 Energy Work Survey Results, Center for Energy Workforce Development (Dec. 2023), *available at* https://cewd.org/wp-content/uploads/2023/01/CEWD-2023-Workforce-Report-Executive-Summary_2023-FINAL-1.pdf, p. 7 (accessed on March 22, 2024).

[272] The True Costs of Employee Turnover (Jun. 2023), *available at* https://builtin.com/recruiting/cost-of-turnover (accessed April 12, 2024)

[273] *See* Ex. SCE-06, Vol. 3, Part 2, pp. 4-5 from A.19-08-013 (SCE's 2021 GRC Application).

[274] *See* Ex. SCE-06, Vol. 5, p. 4.

The 2025 TCS shows SCE's benefits for Executives as being 54 percent above the market average, but it also states that "this [2025] TCS Study uses a methodology that results in a higher SCE benefit value relative to other reasonable methodologies, including that used in prior SCE GRC filings."[275] For example, WTW's benefits valuation methodology does not take into account a plan's vesting provisions, while Aon's methodology did take vesting provisions into account.[276] SCE's Executive Retirement Plan requires more years of service for vesting than plans at comparable employers, so taking vesting into account results in a lower SCE benefit value because benefits are forfeited (i.e., no value is provided to the participant) to the extent they are unvested upon termination of employment.[277]

b) Benefits Are Only Four Percent of Market Total Compensation for Executives.[278]

Regardless of whether SCE's current executive benefits are below the market average (which might have been the result if Aon's valuation methodology had been used for the 2025 TCS) or above the market average, SCE's total compensation package for Executives (including Executive Benefits) is, and has been, approximately at or below the market average overall (2.5 percent below for actual total compensation and 1.3 percent above for target total compensation according to the 2025 TCS and 17.4 percent below for target total compensation according to the 2021 TCS).[279] SCE's executive benefits are part of a competitive, market-driven total compensation package for executives that should be funded as a reasonable cost of service.

4. Conclusion

The Executive Benefits program is part of the competitive compensation package used to attract and retain well-qualified executives, and is a reasonable cost of service that should be authorized.

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[275] *See* Ex. SCE-06, Vol. 5, p. 4.

[276] *See* Ex. SCE-06, Vol. 5, p. 4; *See* 2021 GRC Testimony, Ex. SCE-06, Vol. 3, Part 2, p. 19.

[277] *See* Ex. SCE-06, Vol. 4, p. 81.

[278] *See* Ex. SCE-06, Vol. 5, p. 4.

[279] *See* Ex. SCE-06, Vol. 5, p. 3; *also see* 2021 GRC Testimony, Ex. SCE-06, Vol. 3, Part 2, p. 4, *See* Ex. SCE-06, Vol. 5, p. 3.

IV.

EMPLOYEE TRAINING

This chapter presents the TY 2025 forecast for SCE's Employee Training and Development. For TY 2025, SCE forecasts $85.689 million of O&M expenses. SCE is focused on developing and investing in a workforce that can implement Pathway 2045 and provide the leadership and develop the skills to pass on to the next generation of SCE employees. The strategic goal is to improve effectiveness in how SCE intentionally grows talent throughout the organization. As a result, SCE will advance a learning culture infused with coaching and on-the-job training that maximizes employee engagement, enhances their experience, and maximizes employees' ability to learn on demand. Employee Training is composed of the various company-wide training and development programs, and supports the corporate goals of safety and resiliency, performance management, operational excellence, diversity, and people and culture. Table IV-20 below summarizes the 2025 O&M expense forecast for SCE, Cal Advocates, and TURN, along with the variances from SCE's forecast.

Table IV-20
Employee Training
2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN Positions
(2022 Constant $000)

Line No.	Employee Training	2025 Forecast			Variance from SCE	
		SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Training Seat Time - T&D	37,023	25,309	28,511	(11,714)	(8,512)
2	Training Delivery and Development - T&D	23,198	16,431	17,872	(6,767)	(5,326)
3	Training and Development	25,467	17,997	N/A	(7,470)	N/A
4	**Total**	85,689	59,737		(25,951)	

A. Training and Development

1. SCE's Application

Training and development programs (leadership, system, technical job skills, compliance, learning technology and safety training) help SCE retain the right people and grow organizational capabilities. Training and Development activities and programs are key components to the success of SCE's business strategy. Ensuring that employees are equipped with the knowledge and skills to do their jobs effectively and conduct them safely are requirements that the Company must provide. The continued health and welfare of all employees is a shared focus across the Company, regardless of job

level or position. SCE's workforce needs to continuously develop critical skills to maintain safety performance, regulatory requirements to mitigate risks, leadership development and technical capabilities. Training and Development expenses and forecasts are presented in Table IV-21 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE and Cal Advocates for TY 2025. TURN did not take a position on SCE's Training and Development forecast, but noted that "the forecast appears to be in line with pre-COVID-19 levels."[280]

Table IV-21
Training and Development
2018-2022 Recorded/2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN's Positions
(2022 Constant $000)

Line #	Training and Development	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	9,480	9,335	9,451	9,260	9,775	15,950	10,334	N/A	(5,616)	-
2	Non-Labor	14,079	18,255	9,286	7,054	7,680	9,517	7,663	N/A	(1,854)	-
3	Other	-	-	-	-	-	-	-	N/A	-	-
4	**Total**	23,559	27,590	18,737	16,314	17,455	25,467	17,997		(7,470)	

1. Cal Advocates' Position

Cal Advocates proposes a forecast of $17.997 million, which is a 29 percent reduction of SCE's 2025 Training and Development forecast. Cal Advocates calculates its Training and Development forecast by removing the labor costs associated with developing new training technology. Cal Advocates claims SCE "fails to provide any concrete evidence showing what specific programs will come out of SCE's developing new training technology; SCE also fails to show how the programs will achieve the outcomes stated."[281] Cal Advocates believes SCE is contradictory by stating in testimony that "we rely on adjunct training facilitators to conduct a majority of our training rather than doing it in house, but also saying SCE conducts a majority of its training in-house and uses SCE employees as training facilitators."[282] Cal Advocates believes that the shift from e-learning to instructor-led-safety-and leadership education is "questionable given the fact that only 34% of SCE employees work on-site."[283] Cal Advocates also states that SCE "requested $110,703 in labor for backfilling vacant positions and has

[280] Ex. TURN-14, p. 37.

[281] Ex. CA-20, p. 14.

[282] Ex. CA-20, p. 14.

[283] Ex. CA-20, p. 14.

failed to document that it is unable to complete the work or that it is reliant on overtime or contractors to complete the work."[284] Cal Advocates does not believe "SCE should receive funding for positions that were provided for in rates, but SCE did not use."[285]

Cal Advocates also removes non-labor forecast costs relating to Virtual Reality (VR) and Augmented Reality (AR) platform. Cal Advocates states SCE has failed to track seat-time data of reducing seat time by 40 percent by utilizing this platform and argues that ratepayers should not be expected to fund "expensive new programs" when SCE does not track data related to its claimed benefits.[286] Cal Advocates also claims SCE procured the most expensive options when evaluating alternatives to XR and VR platforms.

2. SCE's Rebuttal to Cal Advocates' Position

a) SCE Has Provided Concrete Evidence in Testimony and Various Data Request Responses to Justify Its Forecast.

Cal Advocates asserts that SCE has not provided concrete evidence regarding the specific programs that will result from its new training technology development. This claim is inaccurate. In response to several data request responses, SCE outlined the business case for requiring additional positions.[287] These include managing workstreams and defining the scope of work for each new employee. SCE's opening testimony also further explains the need for incremental resources.[288] These resources are essential for creating modernized content, maintaining existing technical programs, conducting enterprise-wide instructor-led training sessions, enhancing Switch and Engage initiatives, and creating custom content for SCE-specific training such as Wildfire Resiliency, Vegetation Management, overhead and underground equipment, and bucket training.

In 2021, SCE adapted its operations due to the global impact of the COVID-19 pandemic. These adjustments, made to comply with government directives and prevent transmission, affected in-person training levels and resulted in lower recorded expenses for Training and Development. As the pandemic recedes, SCE is gradually recovering and expect our training to be fully

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[284] Ex. CA-20, p. 15.

[285] Ex. CA-20, p. 15.

[286] Ex. CA-20, p. 16.

[287] *See* App. A, SCE's responses to data requests PubAdv-SCE-029-LRS, Q2a Revised 2, PubAdv-SCE-064-LRS, Q3c, and PubAdv-SCE-064-LRS, Q9c.

[288] Ex. SCE-06, Vol. 4, pp. 158-160, 165-167.

operational by 2025. As further justification for SCE's TY forecast of $25.467 million, as TURN notes, SCE's Training and Development forecast for TY 2025 is "in line with pre-COVID-19 levels."[289] Meaning, as shown in Table IV-21, SCE's recorded costs in 2018 of $23.559 million and in 2019 of $27.590 are in line with SCE's Training and Development forecast of $25.467.

Cal Advocates also proposes to reduce SCE's labor forecast by approximately $0.200 million[290] for a temporary worker that will not be utilized in 2025 (a fact Cal Advocates acknowledges).[291] This cost was already reduced in SCE's forecast, and no further reductions are warranted.[292]

b) Adjunct Training Facilitators

Cal Advocates' testimony mischaracterizes the reality of the adjunct training facilitators that SCE utilizes. As explained in opening testimony, SCE relies on adjunct training facilitators for the majority of its training, rather than handling those trainings in-house.[293] The term "in-house" training specifically refers to having dedicated full-time employees whose primary function revolves around facilitation. SCE always had the intent to hire full-time employees and included the costs for these employees in its 2025 TY forecast.[294] When discussing adjunct facilitators, it is crucial to recognize that while the skilled SCE employees possess expertise, their primary role is not facilitation.[295] This distinction underscores SCE's commitment to robust and effective training practices.

c) Cal Advocates' Misconstrues Vacancies as a Surplus

As discussed in detail in Chapter II.A(4)(a) above, in any dynamic organization, vacancies are an inherent part of the workforce ecosystem. Employees retire, seek new opportunities, or move on for personal reasons. These transitions create vacancies that need to be filled and once filled,

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289 Ex. TURN-14, p. 37.

290 *See* App. A, Cal Advocates' response to data request SCE-PubAdv-015-DT, Q3.

291 *See* CA-20, p. 16 ("[T]here are $187,756 in costs for contracted workers associated with developing and running this new training, *as well as for an employee SCE says will not be utilized in 2025*.") (emphasis added).

292 *See* App. A, SCE's response to data request PubAdv-SCE-029-LRS, Q2a Revised 2.

293 Ex. SCE-06, Vol. 4, p. 157.

294 In PubAdv-SCE-029-LRS Q2a Revised 2, SCE explained that these dollars were originally classified as non-labor, but should have been classified as labor dollars *See* App. A, SCE's response to data request PubAdv-SCE-029-LRS, Q2a Revised 2.

295 *See* App. A, SCE's response to data request PubAdv-SCE-146-LRS, Q5c.

other roles may become vacated again, perpetuating a continuous cycle of turnover and opportunity. SCE, recognizing this reality, incorporates attrition into its financial forecasts. Specifically, we reduce our overall labor budget forecast by 6 percent to account for anticipated vacancies.

While it is true that a few vacancies may exist in 2023, we must not lose sight of our long-term goals. The additional resources we are requesting are designated for our 2025 training initiatives.

d) Instructor-Led Safety Education is Possible Even if Employees are Working Remotely

Cal Advocates raises concerns about SCE's transition from e-learning to instructor-led safety education, citing the fact that only 34 percent of SCE employees work on-site. However, this perspective overlooks a critical aspect of SCE's workforce composition. While it is true that 34 percent work on-site, a significant 57 percent of SCE's employee population operates in a hybrid mode. These hybrid employees are required to report to an SCE facility for a specified number of days per week. Consequently, they have ample opportunities to actively participate in instructor-led safety education during their office days. We also have remote employees who are expected to attend office-based training sessions to enhance their skills in the most effective manner. This strategic shift ensures that safety training remains accessible and effective for on-site, hybrid, and remote employees, reinforcing SCE's commitment to safety across its diverse workforce.

e) Extended Reality (XR) Technologies Will Enhance Training

XR is a universal term inclusive of immersive learning technologies including AR, VR, and Mixed Reality (MR). Cal Advocates' inference that SCE opted for the most expensive platform is unfounded. In reality, SCE conducted a thorough evaluation of various platforms and meticulously selected an XR platform that seamlessly integrates with our Learning Management System (LMS). Our primary objectives were to track training completions and enhance content access, thereby improving the overall learning experience. During our assessment, we considered multiple vendors and platforms. Ultimately, our decision prioritized user experience over cost savings, and the platform we selected was not the most expensive. By intentionally choosing a solution that balanced functionality, performance, and affordability, we ensured an optimal outcome for both our users and our budget. The promise of reduced seat time, speed time to competency, and increased learning confidence is based on case studies that have shown that XR technology enhances engagement and retention. As discussed in opening testimony, a study from Price Waterhouse Cooper indicates that:

- Employees in VR courses can be trained up to four times faster;
- VR learners are 2.75 times more confident in applying what they're taught;
- VR learners are 3.75 times more emotionally connected to the content than classroom learners; and
- VR-trained employees are four times more focused than e-learners.[296]

In a traditional classroom setting, participants often receive information passively, relying on memory recall when applying that knowledge in real-world scenarios. However, XR technology offers an innovative alternative. By immersing learners in a virtual environment, XR enables them to actively engage with the material. Whether through AR or VR, participants can learn by doing, practicing tasks, and simulations in a safe, controlled space. This hands-on approach not only enhances understanding, but may also reduce the need for frequent refresher training. In essence, XR transforms passive learning into an active, experiential process.

f) STIP to Base Pay Transition

SCE notes its forecast includes an adjustment related to the Employee Compensation Program proposal discussed in Ex. SCE-06, Vol. 4. No intervenor disputed the general structure of this proposal or the respective forecast adjustment included in this GRC Activity.[297] To the extent the Commission adopts a forecast based on a different forecast methodology than recommended by SCE (e.g., Last Year recorded, 3-Year average, etc.), this Employee Compensation Program adjustment should be added back to account for the incremental cost in the forecast period due to this undisputed proposal. *See* Chapter III for additional discussion.

g) Additional Operational Excellence Savings

As described in Ex. SCE-06, Vol. 3, SCE committed to updating its financial forecast for incremental savings associated with SCE's Operational Excellence (OE) efforts that were not yet sufficiently operationalized or matured at the time SCE submitted opening testimony.[298] Consistent with that commitment, SCE is reducing its Employee Training TY forecast by $0.125 million[299] for Hi-Po programs being moved from every other year to every third year. While SCE does

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[296] Ex. SCE-06, Vol. 4, p. 159.

[297] TURN does dispute the minor corresponding increase in forecast 401(k) costs derivative of the STIP-to-base conversion.

[298] *See* Ex. SCE-06, Vol. 3, pp. 86-97.

[299] *See* App. C, Operational Excellence Savings.

not believe a reduction to its Training and Development forecast is justified, if the Commission should agree with Cal Advocates on the reduction to Training and Development, $0.125 million should be removed from the overall reduction.

3. Conclusion

The Training and Development forecast should be adopted because the work activity plays a pivotal role in benefiting the customer by fostering the growth of higher skills and competencies within SCE's employee base. As employees acquire these enhanced capabilities, they become adept at utilizing cutting-edge tools and technologies. This proficiency directly translates into improved performance, streamlined organizational dynamics, and amplified leadership power and influence. Ultimately, this strategic investment in training maximizes leadership impacts, ensuring that SCE remains at the forefront of innovation and service excellence. Creating a safe and effective virtual learning environment is crucial for training employees to adapt to fast-paced technological changes affecting the grid's construction, operation, and maintenance. Not doing so poses significant risks to employee and public safety, reduces reliability for SCE customers, and increases the risk of wildfires and other hazards due to incorrect execution of standards and procedures. It also jeopardizes the achievement of future goals and initiatives like Pathway 2045.

B. Training Seat-Time - Transmission and Distribution (T&D)

Training Seat-Time – T&D expenses and forecasts are presented in Table IV-22 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

Table IV-22
Training Seat-Time – Transmission and Distribution
2018-2022 Recorded/2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN's Positions
(2022 Constant $000)

Line #	Training Seat Time - Transmission and Distribution	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	21,669	22,786	13,699	17,749	17,897	31,904	21,566	24,623	(10,338)	(7,281)
2	Non-Labor	5,728	5,776	2,669	2,163	3,338	5,119	3,748	3,888	(1,371)	(1,231)
3	Other	-	-	-	-	-	-	-	-	-	-
4	**Total**	27,397	28,562	16,368	19,912	21,235	37,023	25,314	28,511	(11,709)	(8,512)

1. SCE's Application

T&D employees plan, engineer, construct, operate, repair, and maintain the T&D facilities and equipment used to deliver electricity to SCE's customers throughout its 50,000 square mile service territory. To facilitate the work, T&D Training works in close collaboration with HR Enterprise Learning & Development to develop and evaluate training that is subsequently reviewed, implemented, and delivered by T&D Training through the various training programs to T&D employees. The T&D technical training programs prepare employees to perform their jobs safely, to comply with regulatory requirements and laws, maintain system reliability, and meet the demands of new technology.[300]

T&D Training focuses on ensuring proper physical capabilities and enabling safe work practices to perform various field work processes by delivering a wide array of training focused on specific on-the-job activities.[301]

Training Seat Time – T&D includes the labor and non-labor costs for employees to attend company training programs. Seat time labor expenses account for the time employees spend in training classes as a participating learner. Non-labor expenses are a function of labor and include travel expenses associated with attending training, such as lodging, mileage, and meals.[302]

2. Cal Advocates' Position

Cal Advocates recommends $25.309 million for SCE's Training Seat Time – T&D activity. Cal Advocates argues that SCE's forecast is a significant increase from its base year 2022, and

[300] Ex. SCE-06, Vol. 4, p. 169.

[301] Ex. SCE-06, Vol. 4, p. 169.

[302] Ex. SCE-06, Vol. 4, pp. 169-170.

states that "SCE failed to provide sufficient information to analyze the precise method used by SCE to forecast TY 2025 Seat Time hours."[303] Without specifically indicating the information believed to be insufficient, Cal Advocates implies it does not have an understanding of how many employees the Training Seat Time – T&D forecast is based on. As a result, Cal Advocates developed its own forecast methodology for Training Seat Time hours based on a calculated year-over-year percentage variance.[304]Cal Advocates' methodology for calculating the TY 2025 Training Seat Time – T&D forecast utilizes an increase of 16.6 percent from 2022-2025 and applies that percentage to the 2022 recorded seat time hours to reach a total forecast of 338,055 seat time hours in 2025 (as compared to SCE's forecasted 472,741 Seat Time hours). These hours are then multiplied by an aggregated average rate for the totality of the learning population of $56.89 resulting in a Training Seat Time – T&D labor forecast of $19.232 million in 2025.[305]

In addition to the Seat Time hours reduction, Cal Advocates also proposes removing the Safety Training Program line item entirely from the forecast. Cal Advocates argues that "ratepayers already fund safety-related training, and there is little to no mention in testimony or provided in discovery of how this proposed training differs from that already provided."[306]

Cal Advocates recognizes that the non-labor Training Seat Time – T&D forecast is a function of the labor forecast. Cal Advocates does not take issue with SCE's forecast methodology, which calculates non-labor expenses by taking the Training Seat Time – T&D labor forecast, and multiplying it by an average rate of expected class expenses of 17 percent. That 17 percent multiplied to Cal Advocates' recommended forecast, results in a non-labor forecast of $3.269 million for TY 2025.[307]

3. SCE's Rebuttal to Cal Advocates' Position

a) Cal Advocates' Attempts to Justify an Alternative Forecasting Model Based on Claims of Insufficient Information Are Not Well-Founded

SCE provided Cal Advocates with sufficient information to explain and justify its precise methodology for forecasting Training Seat Time – T&D. These include SCE's opening

[303] Ex. CA-20, p. 19.

[304] Ex. CA-20, p. 19.

[305] Ex. CA-20, pp. 19-20.

[306] Ex. CA-20, p. 20.

[307] Ex. CA-20, pp. 20-21.

testimony,[308] the associated workpapers,[309] and multiple data request responses, including PubAdv-SCE-029-LRS Q2,[310] PubAdv-SCE-064-LRS Q1-Q4,[311] PubAdv-SCE-282-LRS Q1-Q2,[312] and PubAdv-SCE-350-LRS Q1, Q4, Q7.[313] These documents explain how SCE forecasts TY 2025 for Training Seat Time – T&D, as well as Training Delivery and Development – T&D (discussed in Section C below) and/or explain the activities and analyses in further detail. Additionally, on September 11, 2023, SCE met with three Cal Advocates analysts virtually and presented an overview of Ex. SCE-06, Volume 4.SCE responded to any questions the analysts had. Verbal responses were provided to questions during the meeting and SCE followed up by providing Cal Advocates with written responses to each of its verbal data requests.[314]

Despite Cal Advocates' emphasis on understanding the unique quantity of individual T&D employees who will go through training, that information is irrelevant to the way Training Seat Time – T&D is forecasted. Instead, SCE calculates its Training Seat Time – T&D forecast utilizing total expected Seat Time *hours* to forecast total Seat Time expenses.[315] Consider the following hypothetical example to explain why hours are the correct variable to consider when forecasting Training Seat Time – T&D expenses, rather than the number of T&D employees who will be trained:

One T&D employee may charge three hours of Training Seat Time, while another may charge 80 hours. The costs incurred will record based on the total hours charged (83 hours), and not the total number of employees (two). The quantity of unique employees alone, without factoring training duration, is irrelevant to the total costs that will be incurred.

Training Seat Time expenses are incurred hourly, not at a flat cost per employee attending training. Therefore, SCE's forecast model is based on an itemization of the total labor hours for T&D employees planned to attend training. Many employees attend more than one course incurring

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[308] Ex. SCE-06, Vol. 4, pp. 184-185.

[309] *See* App. B, WP SCE-06, Vol. 4, Book C, pp. 247- 249, T&D Seat Time and Delivery, 2025 Forecast Structure.

[310] *See* App. A, SCE's response to data request PubAdv-SCE-029-LRS, Q2a Revised 2.

[311] *See* App. A, SCE's responses to data request PubAdv-SCE-064-LRS, Q1-4.

[312] *See* App. A, SCE's responses to data request PubAdv-SCE-282-LRS, Q1-2.

[313] *See* App. A, SCE's responses to data request PubAdv-SCE-350-LRS, Q1, 4, and 7.

[314] *See* App. A, SCE's responses to data request PAO-SCE-Verbal-018, Q1-9.

[315] *See* App. B, WP SCE-06, Vol. 4, Book C, pp. 247-249, T&D Seat Time and Delivery, 2025 Forecast Structure.

Seat-Time labor charges to this activity for all courses they attend. The forecast is calculated by the number of expected Seat Time occurrences for each training activity, multiplied by the standard labor rate for those employees planned to attend training, multiplied by the training activity duration to reach total Seat-Time hours. The planned and recorded expenses to the Seat Time activity are based on those labor hours in totality. The 2025 TY Training Seat Time – T&D forecast is based on the 2023 planned Training Seat Time hours. Those planned hours, while slightly higher than the 2023 recorded hours for Training Seat Time – T&D of 391,899 hours, show a trend of substantially higher hours than in prior years.[316]

b) Cal Advocates' Forecasting Method of Utilizing Average Year-Over-Year Percentages is Insufficient

Forecasting SCE's Training Seat Time – T&D by itemized class duration has a lower risk of error than utilizing averages (as Cal Advocates proposes) due to the degree of variance and complexity in individual class durations, individual employee labor rates, individual class volume, and class frequency. The variety and complexity should not be aggregated into averages and should, instead, utilize the bottoms-up itemization that SCE has incorporated into its model. The itemized model mitigates the risk of costs being over or under forecasted, which is more likely to occur from applying a blanket average.

Cal Advocates' own model results in a total forecast of 338,055 hours planned for 2025, even though SCE's recorded 2023 hours were 391,899 hours, approximately 14 percent higher. SCE's 2023 recorded hours is proof that Cal Advocates' averaging model is inaccurate and places SCE at risk of having insufficient funds to plan important safety trainings for its T&D employees. This scenario does not even consider the potential higher volume of training that may occur in 2025, which will result in even more training hours.

SCE utilized a conservative approach and did not increase 2025 forecasted training hours beyond what was originally planned in 2023, which does present potential risk to be mitigated should training volume in 2025 be higher than 2023. However, it is a lower risk than using Cal Advocates' proposed model as an alternative. Should Cal Advocates' forecasting model be used, SCE would be required to reduce training planned hours not to exceed the authorized spend. The 2023 recorded volume proves the need, and demand for, training in the T&D space. Reducing training for

316 *See* App. A, SCE's responses to data requests PubAdv-SCE-282-LRS, Q1a.

T&D employees places SCE's employees and/or the public under potential safety risk if SCE's T&D employees lack or have insufficient knowledge of operating in a high-hazard environment to effectively build, operate, and maintain the grid.

Furthermore, in addition to using the number of employees, rather than the number of hours to arrive at its Training Seat Time – T&D forecast, Cal Advocates utilizes an average hourly rate. Using an average hourly rate, rather than individual class rates by job classification (as SCE's forecast does) does not accurately capture employees that have a standard labor rate above or below average; this can dramatically affect the overall forecast, especially for longer duration classes. SCE's model is more effective in planning individual classes and the associated standard labor rates per class with the associated class duration to more accurately predict the total planned cost for each class.

Lastly, the associated Seat Time non-labor forecast is directly impacted by any modifications to the labor forecast. Cal Advocates does not oppose SCE's forecasting methodology of multiplying its Training Seat Time – T&D labor expenses by 17 percent.[317] The non-labor forecast is a function of labor and, therefore, for the same reasons above, should not be adjusted due to the inaccuracies of the proposed averaging model.

c) Cal Advocates' Claim that SCE Did Not Provide Sufficient Information to Justify the Safety Training Line Item is False; Removing this Line Item from the Forecast is Unsupported

SCE explained, both in testimony and in multiple data request responses,[318] that the Safety Training program is in a different volume of testimony, with citation given for Ex. SCE-06, Vol, 6, Section III, which indicates: "Beyond the safety programs overseen by Edison Safety, T&D dedicates safety activities for our population of field workers specific to field injuries and incidents, including safety training related to new equipment or tool use."[319] SCE's testimony explains specific and detailed information about its Safety Training program as a whole, and its importance to the safety of SCE employees and the public through this dedicated initiative. The need for and importance of this program is highly critical and has been sufficiently explained and justified. The associated seat time

[317] *See* Ex. CA-20, p. 21.

[318] Ex. SCE-06, Vol. 6, Section III; *see* App. A, SCE's responses to data requests PubAdv-SCE-282-LRS, Q1c and 2c, and PubAdv-SCE-350-LRS, Q7.

[319] Ex. SCE-06, Vol. 6, Section III, pp. 63-70.

hours for the Safety Training program should not be removed from the overall TY 2025 Training Seat Time – T&D forecast.

4. TURN's Position

TURN argues that SCE did not provide sufficient details of the development of its Training Seat Time – T&D forecast.[320] TURN asserts that the increased demand in 2023 for training classes deferred from prior years makes it unreasonable to base SCE's 2025 forecast on 2023 planned hours. TURN, therefore, develops its own Training Seat Time – T&D forecast for TY 2025 based on the 2023 Training Seat Time hours planned against recorded value, to arrive at forecasted hours of Training Seat Time of 358,000.[321] TURN also indicates that SCE historically records less training hours than planned, and uses this as a justification for its alternative model.

5. SCE's Rebuttal to TURN's Position

a) TURN's Statement of SCE's Supposed Failure to Provide Calculations of Training Seat Time Hours is Not Supported by Evidence.

SCE's response to data request TURN-SCE-008-Supplemental.Q4a provided formulated calculations to derive a total seat time hours, as was requested.[322] Originally, SCE interpreted the question to being related to Seat Time cost, which was initially provided with calculated formulas. Subsequently, TURN defined previously undefined terms and solicited additional information requesting the calculations and formulas to develop seat time *hours*, not costs, which was again provided with working formulas.[323] The inclusion of hardcoded values that TURN complains about are the actual durations of every individual class within the Training Seat Time – T&D forecast, which is not a calculated value. Training duration is a static number for the duration of the class and there are no formulas involved to identify this number; it is a "hardcoded value."

Similarly, the number of seat time occurrences are also hardcoded and not a calculated value. Seat time occurrences are the number of times employees are expected to charge labor hours to a specific course within the Training Seat Time activity, which is not based on a formula. The quantity of Training Seat Time occurrences is derived through subject matter expertise, standard baseline class sizes

[320] Ex. TURN-14, p. 41.

[321] Ex. TURN-14, pp. 42-45.

[322] *See* App. A, SCE's response to data request TURN-SCE-008, Q4a Supplemental.

[323] *See* App. A, SCE's response to data request TURN-SCE-008, Q4a Supplemental.

where applicable, and conversations with organizational leadership to align training plans with expectations.

SCE provided the actual seat time calculation that SCE uses in its forecasting model with working formulas to derive the total forecasted training ***hours*** (not costs). The formula to calculate the number of expected training hours to be delivered by class type was provided, as requested. In addition to this data set, many additional details related to explaining the bottoms-up analysis were also provided to TURN in multiple forms in TURN-SCE-008, Q2-Q10[324] and TURN-SCE-008, SupplementalQ4a, Q6a, Q6b,[325] including the calculation and formula used to derive forecasted costs from calculated training hours.

b) <u>Contrary to TURN's Arguments, It is Reasonable to Use 2023 Planned Training Hours to Determine SCE's TY 2025 Forecast.</u>

1) Contrary to TURN's arguments, it is not "impossible" to know the reasonableness of the 2025 forecast. SCE uses 2023 planned hours as the basis of the 2025 forecast, which is significantly higher than in previous years. The 2023 recorded hours are also significantly higher than in previous years, which emphasizes the reasonableness of the 2025 forecast. The 2023 planned values were based upon the expected training protocols from 2023-2025, which are significantly less impactful than in 2020-2021.
2) TURN fails to understand that the pandemic resulted in a larger impact on the company beyond training, and that factors outside of training may have had a downstream effect to training with longer-term impacts, especially for multi-year programs, as seen in 2023 with an increase in training demand, recorded training hours, and recorded training costs. In addition, factors unrelated to the pandemic also influence training demand. While there are various factors that can influence training demand, SCE does not track specific training hours that increase or decrease for each unique and specific driver, especially in the case of an unprecedented global pandemic. SCE plans forecasted training volume to the best of its ability on a going-forward

[324] *See* App. A, SCE's responses to data request TURN-SCE-008, Q1-10.

[325] *See* App. A, SCE's responses to data request TURN-SCE-008, Q4a Supplemental and Q6a-b Supplemental.

basis with the understanding that holistically there are several drivers that can influence demand. The forecast for TY 2025 is based on the planned training hours in 2023, conservatively without adjustment, as SCE expects to operate under similar conditions in 2025 as it had in 2023.

3) As indicated in TURN-SCE-008-Q3h,[326] SCE used a conservative approach for 2025 and did not escalate anticipated training volume. The Training Seat Time – T&D forecast was based solely on the 2023 planning and the forecast was fairly consistent with the recorded training hours and associated costs. As indicated throughout the testimony and data request responses, the anticipated future volume of training demand is expected to remain similar to 2023 in future years and within the same operating environment and protocols of 2023.

4) SCE explained in TURN-SCE-059 Q3,[327] and TURN-SCE-060 Q1, Q6,[328] that the Service Planning organization forecasts organizational staff by labor hours required to complete planned work, and not by employee headcount. SCE utilizes training hours as the basis for Training Seat-Time – T&D forecasting and believes that the planned training hours, not the number of employees being hired, are the appropriate basis of the bottoms-up forecast for the Training Seat-Time – T&D activity. Costs charged to this activity are recorded in hours, and the actual unique quantity of employees charging alone without consideration of training duration, is independent of the number of hours charged. The associated drivers influencing training hours can vary and hours are not tracked by driver, as was explained in prior data requests. Training hours are planned based on expected seat time occurrences and training durations, understanding that multiple factors can influence these figures. This does not prove that it is an insufficient basis for the forecast; only that multiple factors influence training hours holistically.

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[326] *See* App. A, SCE's response to data request TURN-SCE-008, Q3h.

[327] *See* App. A, SCE's response to data request TURN-SCE-059, Q3.

[328] *See* App. A, SCE's response to data request TURN-SCE-060, Q1 and 6.

5) SCE argues that the need for the tracking of the number of deferred or unexecuted class volume from prior years is irrelevant to the forecasting model, and does not serve as justification that SCE has not provided a reasonable bottoms-up forecast. SCE does not track class status for past classes, as was explained. If a class is cancelled and/or deferred in a prior year and planned to be made up in a future year, the necessary employees requiring training are planned in the future years' forecast where the class is planned to occur. SCE does not have a need to identify whether or not employees attending training were originally scheduled in a past year in order to be able to calculate the future year's forecast. SCE plans the Training Seat Time – T&D training forecast on a going-forward basis, as was explained, and the future planning indicates increased training volume and anticipated future demand as proven by 2023 recorded hours, which are expected to remain similar through 2025.

SCE has provided all requested information to the best of its ability and TURN fails to understand that there are multiple dynamic, complex, and influencing factors that impact training volume beyond the scope of training operations and that SCE focuses solely on future planning to identify training volume with the understanding that multiple factors can impact demand.

c) SCE's Recorded 2023 Training Seat Time – T&D Hours Are an Insufficient Starting Point to Forecast for TY 2025

TURN indicates that a reasonable starting point to develop its own forecast model is utilizing the 2023 recorded training volume compared to planned volume, failing to realize that the 2023 recorded value was not available at the time of the development of initial testimony and is an insufficient starting point for their forecasting model, making the calculations inaccurate.

SCE recorded 392,000 hours in 2023, compared to 289,000 in 2022, which is a 25 percent increase and shows that the training hours remain significantly higher than prior years, which does not justify a new forecasting model that reduces the forecast.

TURN's model is flawed as its own forecast proves to be insufficient in predicting future costs. Utilizing TURN's forecasting model, TURN indicates that the 2023 training volume will be 358,000 hours as opposed to the 391,000 hours that SCE actually recorded in 2023. Not being authorized sufficient funds for 2025 and beyond would require SCE to reduce training hours. This

mitigation would place SCE employees and the public at potential risk of safety implications, including potential serious injuries or fatalities, that can result from insufficient training to safely build, operate, and maintain the grid.

As discussed above, utilizing average rates within the Seat Time forecasting model is flawed. SCE itemizes its Seat Time forecast by class and the associated standard labor rates for the job classifications planned to attend training, as indicated in opening testimony. Using average rates to forecast seat time costs is insufficient and inaccurate, as it ignores the variation and complexity of different classes, employee labor rates, class volume, and class frequency, even when separating class type by new employees and existing employees. SCE does not believe there is a need to separate new and existing employee training as the rates used to develop the forecast by SCE are standard labor rates for the employees expected to attend training, which are naturally higher/lower depending on the job classification of those employees; the amount of time the employee has been employed by SCE is irrelevant.

Levelling all new hire and incumbent employees to separate rates that are not unique to their job classification ignores the itemization that is important to the accuracy of the forecast. For example, an entry level Groundman will complete a new hire class using a forecasted standard labor rate for the Groundman job classification. Apprentice Lineman have a higher standard labor rate than Groundman and the forecast for Apprenticeship classes does not use the same labor rate as Groundman classes. An entry level Apprentice may be considered new-to-role and considered as New Hire training in TURN's proposed model, which will underestimate their standard labor rate.

More accurately in SCE's model, the standard labor rates of job classifications expected to attend each class are used. The averages shown in SCE's workpapers[329] are used as reference points for the aggregated sum of all training hours and expenses, and are not used by SCE as the specific rates to forecast the itemized courses. Similar aggregated rates were provided by class type in response to TURN-SCE-008-Q4[330] based on SCE's original interpretation of the request; however, in the supplemental request, TURN clarified that they were seeking the formula to calculate training hours, not cost, as understood by SCE, which was provided in TURN-SCE-008-Supplemental.[331] The itemized

[329] *See* App. B, WP SCE-06, Vol. 4, Book C, pp. 247-249, T&D Seat Time and Delivery 2025 Forecast Structure.

[330] *See* App. A, SCE's response to data request TURN-SCE-008, Q4.

[331] *See* App. A, SCE's response to data request TURN-SCE-008, Q4a Supplemental.

model by individual class and standard labor rate by job classifications expected to attend those classes already accounts for the variance in labor rates by role, as well as the new employee/existing employee dichotomy that TURN is attempting to address with its proposed forecasting model. SCE already adjusts its labor forecast based on job classification and averaging all rates and separating by new and existing employees oversimplifies and under-forecasts the anticipated expenses.

SCE's method of forecasting by class is more accurate and realistic, as it accounts for the individual factors that affect the seat time costs, such as class duration, standard labor rate, and planned hours per class.

TURN's proposed method also affects the non-labor estimates and employee compensation benefits by calculating these costs as a function of labor, and therefore, the non-labor costs and employee compensation benefits should not be adjusted based on this flawed model to reduce training hours and associated Training Seat Time – T&D labor costs. SCE's method provides a more accurate and reasonable estimate of the total Training Seat Time – T&D costs for 2025.

6. Conclusion

SCE's forecast of Training Seat Time – T&D is reasonable and necessary and should not be reduced as proposed by Cal Advocates and TURN. SCE has provided ample evidence and explanation to support its forecast, which is based on a detailed and comprehensive analysis of the training needs, hours, and costs for each class and employee category. SCE's forecast is reasonable, conservative, and in line with the growing trend demonstrated by SCE's recorded 2023 hours, which reflect the high demand and necessity of training for T&D employees. SCE's forecast also ensures that the safety and reliability of the grid are not compromised by inadequate or reduced training as opposed to the proposals from TURN and Cal Advocates, that would likely result in an unrealistically low and unreliable forecast, underestimating the training hours needed. Reduction to vital core technical training places the safety of SCE employees and/or the public in a position of potential risk to serious injury or fatality from lack of training. SCE's forecast utilizes a more appropriate model in forecasting the required expenses for the Training Seat Time – T&D activity and should be approved in full by the Commission.

C. Training Delivery and Development – Transmission & Distribution (T&D)

1. SCE's Application

Training Delivery and Development – T&D (Training Delivery) includes the labor, material, contract, and other (LMCO) forecasted expenses associated with delivering training. Training

Delivery has a staff of full-time instructors; however, adjunct instructors from SCE's field organizations supplement this staff in addition to contracted third party instructors who are leveraged as needed, depending on class types.

Training Delivery expenses and forecasts are presented in Table IV-23 below. The table provides the recorded amounts for 2018-2022 and the proposed forecasts from SCE, Cal Advocates, and TURN for TY 2025.

Table IV-23
Training Delivery and Development – T&D
2018-2022 Recorded/2025 O&M Forecast
Summary of SCE, Cal Advocates, and TURN Positions
(2022 Constant $000)

Line #	Training Delivery and Development - Transmission and Distribution	SCE Recorded					2025 Forecast			Variance from SCE	
		2018	2019	2020	2021	2022	SCE Rebuttal Position	Cal Advocates	TURN	Cal Advocates	TURN
1	Labor	10,468	11,417	11,571	11,473	11,873	17,880	11,490	13,735	(6,390)	(4,145)
2	Non-Labor	8,790	6,820	5,082	3,790	3,951	5,319	4,492	4,137	(827)	(1,182)
3	Other	-	-	-	-	-	-	-	-	-	-
4	**Total**	19,258	18,237	16,653	15,263	15,824	23,198	15,982	17,872	(7,217)	(5,327)

2. Cal Advocates' Position

Cal Advocates claims that SCE did not provide documentation of the basis for its Training Seat Time – T&D forecast (discussed in Section B above), and therefore utilizes the same proposed forecast methodology for the Training Delivery activity as it does for the Training Seat Time activity. Cal Advocates argues that "because delivery of training is dependent on training volume, Cal Advocates used the same rate of increase used for seat time hours and applied this same rate to personnel hours."[332]

Cal Advocates also proposes removing the Safety Training Program line item entirely from the forecast for Training Delivery expenses, as it does for Training Seat Time – T&D.[333]

3. SCE's Rebuttal to Cal Advocates' Position

(1) SCE Did Sufficiently Justify its Training Seat Time – T&D Forecast; Reductions to SCE's Training Delivery Forecast Are Not Warranted

As discussed in Section B.3(a) above, SCE did not fail to document its forecasted Training Seat Time – T&D hours. The various documents and justifications provided to Cal

[332] Ex. CA-20, p. 22.

[333] Ex. CA-20, p. 23.

Advocates explain both the Training Seat Time – T&D and Training Delivery GRC activities and analysis in further detail, and provide recorded training hours, as well as forecasted training hours, with the model in which SCE forecasts TY 2025. Cal Advocates' assertion that SCE did not adequately document its forecasting methodology is demonstrably false and should be disregarded.

For the same reasons as explained in Section B.3(a) above, SCE does not believe that an alternative forecasting methodology should be used to forecast the Training Delivery activity. Utilizing a forecasting model based on averages, as proposed by Cal Advocates, for forecasting Training Delivery costs has the same fallacy as in the Training Seat Time – T&D methodology Cal Advocates' proposes, which is discussed in Section B.3(b) above. Through averages, the specific Training Delivery expenses are not being forecasted in an itemized way, meaning that some items could be greatly over-forecasted while others are greatly under-forecasted. In theory, Cal Advocates' averaging methodology could generate a forecast that is artificially higher than needed, resulting in customers being charged more than necessary.

In addition, Cal Advocates utilizes Training Seat Time – T&D averages to forecast Training Delivery expenses. While related, Training Seat Time and Training Delivery are two completely different activities and Cal Advocates fails to understand that not all costs within the Training Delivery activity are variable based on Seat Time; some are fixed costs.

Even if an averaging methodology was hypothetically the appropriate model, the averages should not be the same for both activities. Training Seat Time and Training Delivery costs have different drivers and types of expenses; Training Seat Time is the associated cost of attending training while Training Delivery is the costs associated with delivering the training. Delivery expenses include items such as facilitation expenses, materials, tools, equipment, and other costs associated with Training Delivery. Some delivery expenses are used cross-functionally for multiple classes, including facilitator expenses. While the Training Seat-Time and Training Delivery activities are related, they are not a one to one relationship and the Training Delivery expenses are not 100 percent variable, or dependent upon, Training Seat-Time activities.

(2) <u>Cal Advocates' Misuses a Blanket Average Labor Rate to Develop its Forecast</u>

Cal Advocates also utilizes a blanket average labor rate to calculate its forecast, which misrepresents the employees charging to this activity. Cal Advocates proposes utilizing a blanket average labor rate of $60.60 – a number which was provided by SCE as an aggregated sum.

However, while a point of reference for the activity as a whole, this blanket average labor rate is not an appropriate rate to use for all labor hours. SCE's more appropriate forecasting methodology utilizes standard labor rates for employees at an itemized level by class.

SCE utilizes standard labor rates to forecast individual Training Delivery labor resources as it results in a higher level of accuracy compared to a blanket average. For example, when the actual recorded average labor rate in 2023 is calculated at an aggregated sum, the rate is $79.68 which is significantly higher than the $60.60 average labor rate utilized by Cal Advocates.

If utilizing Cal Advocates' rate for all labor, in a hypothetical example, for the model being proposed and calculating the total labor expenses based on actual 2023 recorded data, the result proves that the methodology is insufficient in predicting future costs. Cal Advocates' model produces a TY forecast of $10.533 million in 2025, whereas in 2023 alone, SCE recorded $14.681 million in Training Delivery labor expenses. When considering 2023 alone utilizing Cal Advocates' model, the forecasted 2023 Training Delivery labor costs would be $9.531 million in 2023.[334] This is approximately 35 percent below actual 2023 Training Delivery recorded dollars of $14.7 million,[335] further proving that Cal Advocates' model is deficient even without consideration of future years' forecasting for TY 2025. SCE expects TY 2025 to remain relatively consistent with 2023, indicating that Cal Advocates' recommended forecast would result in SCE being authorized less than it needs for TY 2025.

Use of an aggregated and/or blanket labor rate for all labor hours without itemization, as Cal Advocates' proposes, would result in SCE being authorized less than it needs to properly conduct trainings for its T&D employees. In such an event, SCE would be required to reduce training, placing the company with potential safety risks of serious injury or fatality to SCE employees and/or the public due to insufficient knowledge for employees to safely and effectively build, operate, and maintain the grid.

(3) SCE's Safety Training Delivery Costs Should Not Be Removed From Its Forecast

Lastly, the Safety Training Delivery forecast that Cal Advocates proposes to remove entirely is the associated Training Delivery expenses for the Safety Training program

[334] *See* App. A, Cal Advocates' responses to data request SCE-PubAdv-015-DT, Q5-6.

[335] *See* App. A, SCE's response to data request PubAdv-SCE-282-LRS, Q1a Supplemental.

discussed above in Section B.3(c). In order to provide the forecasted Training Seat Time for these important safety trainings, SCE requires funding for the facilitation and delivery resources. Therefore, the Safety Training Delivery forecast should not be adjusted or removed for the same reasons that the Seat Time is necessary as discussed in Section B.3(c) above.

4. TURN's Position

TURN believes that it is "reasonable to reduce the quantity input of the labor forecast calculation by the percentage of any reductions to the seat time quantity made in the calculation of the Training Seat Time Labor calculation" proposing a reduction to the Training Delivery forecast in a one-to-one relationship between both activities.[336]

5. Rebuttal to TURN's Position

SCE believes it is not a reasonable reduction to the Training Delivery activity as the two activities are unique. TURN fails to understand that while some Training Delivery forecasting is dependent on increased training volume, it is not a one-to-one relationship. Utilizing an averaging model has the same fallacy as in the Training Seat Time calculations discussed in Section B.5 above. The specific delivery expenses are not being forecasted in an itemized manner meaning that some items will be greatly over forecasted while others are greatly under forecasted.

TURN's use of Training Seat Time – T&D averages to calculate Training Delivery expenses is also flawed, as Training Seat Time and Training Delivery are different activities with different cost drivers and assumptions.

TURN also utilizes a blanket percentage of reduction, which misrepresents the employees charging to this activity rather than using the more appropriate standard labor rates for employees as in SCE's itemized model. In addition to labor, TURN's model completely ignores the factor of non-labor expenses, quantities, and associated costs which have different assumptions than labor and may or may not be dependent upon Training Seat Time – T&D volume.

TURN's Training Delivery methodology is not supported by the evidence. SCE's Training Delivery forecast methodology should not be altered, and its forecast should not be reduced. This includes the subsequent reductions made by TURN to non-labor, and employee compensation benefits as they have calculated these reductions as a function of the proposed reductions to labor hours.

[336] Ex. TURN-14, p. 49.

6. Conclusion

SCE's forecast of Training Seat Time hours and Training Delivery expenses for its T&D training program are reasonable and necessary and should not be adjusted or reduced. SCE used a conservative approach for TY 2025 and did not escalate anticipated training volume past 2023 as training volume is expected to remain consistent. Additionally, SCE has provided sufficient documentation for its forecast, which is based on specific and itemized costs that vary by individual activity.

The alternative methodologies proposed by TURN and Cal Advocates are flawed and inaccurate, as they utilize inappropriate averages and ignore the standard employee labor rates. SCE's forecast utilizes a more appropriate model in forecasting the required expenses for the Training Delivery and Development – T&D activity and should be approved by the Commission. Full authorization of its forecasted costs will ensure that SCE is able to conduct the necessary training to protect its T&D employees, and the public, from potential safety risks of serious injury or fatality due to insufficient knowledge for employees to safely and effectively build, operate, and maintain the grid.

Appendix A

Employee Benefits, Training & Support Data Request Responses

Appendix A
2025 General Rate Case
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Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 2 4 4 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 10/24/2023

Response Date: 11/6/2023

Question 01.a-d:
Referring to SCE Workpaper SCE-06, Vol.4, Book A, pp. 46, please answer the following questions:

a. Please provide a complete copy of the staffing level report. Note the workpaper provided cuts off the page at Capital Plan.

b. Please provide similar staffing level reports for Employee Support (i.e. OU Support Services and Talent Solutions) for the years 2018-2022. Please indicate any Employee Support vacancies if they are not identified in the reports provided.

c. Please indicate which positions specifically needed to be backfilled in Employee Support prior to 2023. Since the start of 2023, which of these positions have been filled?

d. Please provide SCE's Employee Support organizational chart for 2018, 2022, and 2023.

Response to Question 01.a-d:

a. Please refer to attachment, "PubAdv-SCE-244-LRS.Q01a SLR."
b. We do not have staffing level reports for Employee Support in the format being requested. Please refer to "PubAdv-SCE-042-LRSQ.01d" for staffing levels as of June 30, 2023.
c. This question did not indicate a specific date prior to 2023. Please refer to attachment, "PubAdv-SCE-244-LRS Q.01c" for vacancies as of 12/31/22 and positions filled as of October 1, 2023.
d. SCE's Employee Support is not a department, it is a GRC Activity made up of various departments. We do not have organizational charts for GRC Activities.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 1 9 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 2/7/2024

Response Date: 2/9/2024

Question 01.a-b Revised:
Referring to SCE-06, Vol. 04, p. 5, SCE forecasts $53.328 million for Employee Support in the Test Year (TY), which is an increase of $9.736 million or 22.33% over 2022 recorded expenses of $43.592 million. Referring to WP SCE-06 Vol.4 Bk.A, SCE's forecasting method for TY 2025 is the Last Recorded Year + Adjustments:

a. Please provide all adjustments made from the base year for Labor Operating Unit (OU) Support Services, Non-Labor OU Support Services, Labor Talent Solutions, and Non-Labor Talent Solutions that is included in the $9.736 million increase, along with justification for each adjustment. This should include any increases as well as savings forecasted. Note that SCE's workpapers (SCE-06 Vol.4 Bk.A), do not show any detailed calculation for the proposed TY increases.
b. Provide documentation that explains in detail the method SCE utilized to calculate and forecast each adjustment for the TY 2025. Please provide supporting workpapers.

Response to Question 01.a-b Revised:
a. Please refer to the attached spreadsheet, "PubAdv-SCE-019-LRS Q01 a-b Employee Support Revised.xlsx", with a breakdown of Labor, Non-Labor and Corporate Cost Savings Initiatives.
b. Please refer to the attached spreadsheet, "PubAdv-SCE-019-LRS Q01 a-b Employee Support Revised.xlsx", and its tabs for calculations of the adjustments for the TY increases.

PubAdv-SCE-019-LRS Q 01.a-b revised
Employee Support Labor and Non-Labor Breakdown

	2022 Constant	2025 Constant	2025 vs 2022 Difference	Explanation	Section of Testimony
OU Support Services					
Human Resources	**26,566,376**	**34,017,077**	**7,450,701**		
Labor (Ee Comp Design Change)	0	1,098,206	1,098,206	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e
Labor + Vacancies	18,580,568	21,525,676	2,945,108	Incremental increase of 23 new employees to support the workforce as explained in testimony and vacancies in the department due to backfilling positions, or new positions in 2022 that were there for only part of the year. See tab "Incmtl HC" for more information.	SCE-06, Vol. 04, pp. 1-3 and 21-24.
Labor Cost Savings Initiative		(52,625)	(52,625)	Achieve efficiencies through cross training and shared resources between ethics investigations with ER/HR investigations.	
Non Labor	7,985,809	11,634,284	3,648,476	See tab for Incremtl Non-Labor changes and explanations.	
Non Labor Cost Saving Initiative		(188,464)	(188,464)	Reduced scope of consulting work to provide savings.	SCE-06, Vol. 04, p. 25. Line 1 incorrectly shows this amount as $0.293. It should be $0.188. The forecast is correct only the text is incorrect.
Finance	**3,507,131**	**3,964,548**	**457,417**		
Labor (Ee Comp Design Change)	0	187,124	187,124	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e.
Labor + Vacancies	3,445,507	3,658,797	213,290	The difference is due to vacancies in the department and the lag time to backfill the position.	SCE-06, Vol. 04, pp.1-3.
Non Labor	61,623	118,627	57,004		
Corporate Affairs	**2,410,380**	**3,086,495**	**676,115**		
Labor (Ee Comp Design Change)		115,873	115,873	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e.
Labor + Vacancies	2,163,539	2,265,645	102,106	The difference in labor dollars in caused by vacancies within the department.	SCE-06, Vol. 04, pp.1-3.
Non Labor	246,841	803,922	557,080	The difference in non-labor is primarily due to the return of pre-pandemic annual activities that were not performed in 2021 and 2022, such as the Business Briefing.	SCE-06, Vol. 04, p. 24, line 12.
Non Labor Cost Saving Initiativ	0	(98,944)	(98,944)	The savings are due to operational efficiencies by utilizing less consultants and more in-house resources.	
Total OU Suppt Svcs	**32,483,887**	**41,068,120**	**8,584,233**		
Talent Solutions					
Human Resources	**11,108,105**	**12,259,562**	**1,151,458**		
Labor (Ee Comp Design Change)	0	287,086	287,086	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e.
Labor + Vacancies	5,160,092	6,661,627	1,501,534	Incremental increase of 3 new employees to support the workforce as explained in testimony and vacancies in the department due to backfilling positions. See tab "Incmtl HC" for more information.	SCE-06, Vol. 04, pp. 1-3 and 34, line 7-14.
Labor Cost Saving Initiative	0	(211,278)	(211,278)	Reduced staff by 2 positions.	
Non Labor	5,948,013	5,569,244	(378,768)	Reduction in assessment costs.	
Non Labor OE Catalyst	0	(47,116)	(47,116)	Savings due to the automation of Call Center Assessment to be completed remotely by candidates. It reduces time and is a better candidate experience.	SCE-06. Vol. 04, p. 34, line 22-23.
Total Talent Solutions	**11,108,105**	**12,259,562**	**1,151,458**		
Total Employee Support	**43,591,992**	**53,327,683**	**9,735,691**		

PubAdv-SCE-371-LRS Q 02.a-e
Employee Support Labor
(Constant $000)

OU Support Services

Department	Position	HC Increase	Average Wage Rate	Total Increase
HR Business Partners	HR Advisor	5	$ 128	$ 640
	HR Sr. Manager	1	$ 165	$ 165
	HR Sr. Specialist	4	$ 94	$ 376
OCM	OCM Sr. Advisor	1	$ 151	$ 151
	Org Design Sr. Advisor	1	$ 155	$ 155
	Org Dev Advisor	1	$ 140	$ 140
Labor Relations	LR Sr. Specialist	1	$ 107	$ 107
Total Rewards	Exec Benefits, Sr. Specialist	1	$ 86	$ 86
	Benefits Specialist	1	$ 81	$ 81
HR Operations	HR Sr Prj Mgr	3	$ 148	$ 444
Workforce Planning & Analytics	Workforce Planning Advisor	2	$ 111	$ 222
	HR Info Systems, Sr Advisor	2	$ 148	$ 296
Onboarding Group Transferred to Talent Solutions				$ (717)
Attrition				$ 799
Total OU Support Increase		23		$ 2,945

Talent Solutions

Department	Position	HC Increase	Average Wage Rate	Total Increase
Talent Acquisition	Talent Acquisition Sr. Mgr	1	$ 166	$ 166
	Talent Acquisition Sr. Advisor	1	$ 140	$ 140
	Talent Acquisition Sr. Specialist	1	$ 94	$ 94
Onboarding Group Transferred from OU Support				$ 717
Attrition				$ 384
Total Talent Solutions Increase		3		$ 1,501

Total Employee Support Increase	**$ 4,446**

PubAdv-SCE-371-LRS Q 02.a-e
Employee Support Labor
(Constant $000)

OU Support Services			
Department	**Incremental Increase**		**Explanation**
Various Depts	$	690	Work for certain non-wildfire-related activities and programs were deferred in 2022 in order to address emergent public safety risks. Additional expenses such as travel were below pre-pandemic levels as employees were still working virtually and beginning to return to the office and the discontinuation of internet stipend.
Compensation	$	400	Additional cost to market price jobs on an annual basis.
Incremental H&W Increase	$	958	Contractual changes and consulting expenses, includes savings from vendors.
People Operations	$	600	Consulting work for system enhancements and dashboard development.
Total Rewards	$	1,000	Consulting work for plan design reviews, changes and implementation.
Total OU Support Increase	$	3,648	

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/22/2023

Question 01:
Regarding forecasting method, in some sections of testimony, it's last recorded year and itemized or last recorded year with adjustment, is there a difference between those two things?

Response to Question 01:
There is no difference between the forecast methods last recorded year with itemized adjustments and last recorded year with adjustments.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/20/2023

Question 02:
When deciding the change in medical plans, was the union involved in the negotiations?

Response to Question 02:
Yes, we negotiated with the union.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/20/2023

Question 03:
The training for T&D that are multi-year, what happened to people that were in the middle of training?

Response to Question 03:
If an employee was in a 3-year training program and they are in year 2 and their training was suspended, they continued to perform the work that they were qualified to perform with the two years of training.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/20/2023

Question 04:
Is training for T&D not available to be done online? Modernization of training for T&D is not able to be done online?

Response to Question 04:
Some T&D classes can be conducted online if it's a web-based training, and it can be done safely. However, not all T&D employees have access to a laptop and would need to come to a physical location to complete training.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/20/2023

Question 05:
Training and Development section discusses enterprise learning and development, customer service, customer service delivery, but they're not called out in its own section in the testimony, why is that?

Response to Question 05:
Enterprise learning and development is the broad department in Human Resources that does training, which includes customer service, SS&BR and Transmission & Distribution. Customer Service's testimony is included in the Enterprise Learning and Development forecast as it is a relatively small dollar amount. In keeping with the same alignment as SCE's 2021 GRC, we did not think it required its own section of testimony.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/19/2023

Question 06:
Where are the workpapers for TCS? I couldn't find it.

Response to Question 06:
The Total Compensation Study is not a workpaper. It is in Exhibit SCE-06, Vol. 5.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/22/2023

Question 07:
For movement of STIP to base pay– you cite a study where 75% of employees say that high inflation is contributing to financial stress, do you have any employees' polls that prove this?

Response to Question 07:
The question is referring to a Mercer study of employees in the United States that is discussed on page 46 of Exhibit SCE-06, Vol. 4. In terms of SCE, the process for movement of STIP target to base pay started with union negotiations in 2022 for their new Collective Bargaining Agreement. They were asking for a significant base pay increase due to what was happening in the market and the needs of union members, and valued incentive compensation less than base pay.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/22/2023

Question 08:
Were you doing that (STIP to base pay) only for hourly employees?

Response to Question 08:
The movement of Short-Term Incentive Plan (STIP) target compensation to base pay started with represented employees and hourly employees as they are most impacted by the need for higher base pay in an inflationary environment. IBEW negotiated moving all STIP target pay for represented employees to base pay beginning in 2023 as part of their new collective bargaining agreement. We decided to convert STIP to base pay for non-represented hourly employees in 2024, given the higher need to make the change for hourly employees and the fact that it has a smaller dollar impact. The reduction of STIP for exempt employees and corresponding salary increases will have a bigger dollar impact, so we felt we needed to wait for the 2025 GRC before we made it effective.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P A O - S C E - V e r b a l - 0 1 8

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/11/2023

Response Date: 9/20/2023

Question 09:
Does SCE conduct exit surveys?

Response to Question 09:
Yes, SCE conducts exit surveys. In the exit surveys for the first quarter of 2023 (i.e., the last quarter before SCE filed its application for the 2025 GRC), approximately 65% of non-retiree respondents put "better base salary" as a "major" or "moderate" factor in their decision to leave. As reflected in the Total Compensation Study, SCE's base salary was 4.5% below market average as of year-end 2022. Our competitors are paying more, and we are using the movement from STIP to base to increase our base pay to reduce turnover and increase retention.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 1 2

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/30/2023

Question 07.a-d:
The following questions relate to SCE-06 Vol. 4

OU Support Services and People Operations

Re. p. 24:6-9, SCE states regarding OU Support Services, "Beginning with the Last Recorded Year [for OU Support Services], an itemized increase was added to the forecast for 2025 to account for additional costs for consulting fees and vendor costs to incorporate changes to the benefit programs and participant web sites caused by union negotiations for 2025 through 2028."

a. Please provide the union agreement in question and provide a reference to where the stipulations for the changes to the (i) benefit programs and (ii) participant website can be found within the agreement.
b. If the agreement has not been formalized yet, please explain why SCE expects the referenced changes (to benefit programs and participant websites) to be part of the agreement. Please provide any reports, studies, presentation materials, memos, etc. that would support SCE's contention.
c. Re. the "changes to the benefit programs … caused by union negotiations for 2025 through 2028", please identify the:
   i. The referenced benefit programs and where in the application material (by volume of testimony/workpapers and page and line numbers) such changes are identified and described.
   ii.The change(s) for each identified benefit program.
   iii. Date that SCE expects to initiate the work needed to execute the changes.
   iv. Date that SCE expects the changes to be effective.
   v.The cost of executing the changes in 2025.
d. Re. the "changes to … participant websites caused by union negotiations for 2025 through 2028", please identify the:
   i. Websites affected by the referenced changes.
   ii.Changes to the identified websites.
   iii. Date that SCE expects to initiate the work needed to execute the changes.
   iv. Date that SCE expects the changes to be effective.
   v. The cost of executing the changes in 2025.

Response to Question 07.a-d:

a. These are forecast costs for anticipated union negotiations that may occur in the future. To see the latest union agreement and the benefit program changes that occurred or will occur in 2023 and 2024, please refer to PubAdv-SCE-185-CE3 Q.02b. Please refer to attachment, "TURN-SCE-012 Q.07a.pdf," for a communication that was sent to employees on May 4,

2023 regarding Health Benefit Changes. The changes to the participant website are not stipulated in the union agreement, but are needed in order to administer the benefit changes that are stipulated in the union agreement.

The current collective bargaining agreement is scheduled to end during the forecast period of 2025-2028. Based on past history with collective bargaining agreements and negotiations, SCE forecasts that there will be negotiations during the forecast period of 2025-2028 over changes to compensation and benefits, and that those negotiations and resulting benefit changes will require consultant and vendor support. It is unknown what benefit changes may result from negotiations; accordingly, SCE did not include any changes to the benefit or compensation plans based on future union negotiations. However, due to the extremely high likelihood of benefit negotiations occurring, SCE has included the forecast costs for consultants during the negotiation process and vendors for implementing negotiated changes. These costs were determined for the entire forecast period from 2025-2028 and then normalized (divided by 4) to develop the forecast amount for 2025 of $125,000.

b. Union negotiations are cyclical. With that in mind, SCE forecasts these costs based on historical consulting and vendor implementation costs.

c. i. Please refer to response TURN-SCE-012 Q.07a.
ii. Please refer to response TURN-SCE-012 Q.07a.
iii. Please refer to response TURN-SCE-012 Q.07a.
iv. Please refer to response TURN-SCE-012 Q.07a.
v. Please refer to response TURN-SCE-012 Q.07a.

d. i. Union-negotiated benefit changes will be implemented primarily in the EIX Benefits Connection website.
ii. This is a future cost forecast based on historical spend. Please refer to response TURN-SCE-012 Q.07a.
iii. Union negotiations do not have a fixed timeline. These are forecast costs based on prior experience. Please refer to response TURN-SCE-012 Q.07a.
iv. Union negotiations do not have a fixed timeline. These are forecast costs based on prior experience. Please refer to response TURN-SCE-012 Q.07a.
v. Please refer to response TURN-SCE-012 Q.07a.

2024 Health Benefits Changes

SCE and IBEW Local 47 reached an agreement earlier this year that included several health benefits changes intended to reduce employee health care costs.

As mentioned in today's livestreams, the same health benefits changes will be implemented for both represented and nonrepresented employees, effective Jan. 1, 2024. Some of these changes include reduced employee cost sharing, reduced co-pays, reduced out-of-pocket maximums, a streamlined plan lineup and more.

To learn more about these changes, please refer to the **2024 Benefits Changes Overview** and **Frequently Asked Questions.**

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 9

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/27/2023

Question 06.a-j:
The following questions relate to SCE-06 Vol. 4

STIP and EICP

Re. p. 49:1-4 and Footnote 95, SCE states, "For 2023 and 2024, the four percent STIP target for represented and non- represented/non-exempt employees, respectively, was moved into base labor for the model. For 2025, the approximately five percent STIP target conversion for exempt participants in the STIP was moved into base labor. … [F]or exempt employees in pay grades 8-12, the existing weighted average STIP target of 9.7 percent was capped at 5 percent and the remaining 4.7 percent was moved into base labor. For exempt employees in pay grades 13-18, the existing weighted average STIP target of 17.2 percent was capped at 12.2 percent and the remaining 5 percent was moved to base labor."

a. On what date was the 2023 conversion for the represented employees-designation executed?
b. Please provide evidence that SCE implemented the conversion for the represented-employees designation for 2023.
c. On what date will the 2024 conversion for the non-represented/non-exempt-employees designation be executed? Please provide copies of internal company material (e.g., reports, presentations, studies, etc. to management and/or the board of directors, etc.) that document the planned conversion date.
d. Why did SCE decide to wait until 2024 to make the conversion for the non-represented/non-exempt-employees designation in light of the company's contention that the conversion is intended to reverse the company's competitive disadvantage as a result of inflation and new base-pay transparency laws (p. 47:6-7) and with respect to market benchmarks (p. 47:13-15)? Please provide copies of internal company material (e.g., reports, presentations, studies, etc. to management and/or the board of directors, etc.) that document the rationale for the delay.
e. Why did SCE decide to wait until 2025 to make the conversion for exempt employees, grades 8-12 in light of the company's contention that the conversion is intended to reverse the company's competitive disadvantage as a result of inflation and new base-pay transparency laws (p. 47:6-7) and with respect to market benchmarks (p. 47:13-15)? Please provide copies of internal company material (e.g., reports, presentations, studies, etc. to management and/or the board of directors, etc.) that document the rationale for the delay.
f. Why did SCE decide to wait until 2025 to make the conversion for exempt employees, grades 13-18 in light of the company's contention that the conversion is intended to reverse the company's competitive disadvantage as a result of inflation and new base-pay transparency laws (p. 47:6-7) and

with respect to market benchmarks (p. 47:13-15)? Please provide copies of internal company material (e.g., reports, presentations, studies, etc. to management and/or the board of directors, etc.) that document the rationale for the delay.

g. Please identify the STIP target (both the dollar amount and percentage of) Base Labor expense for each recorded year (2018-2022) and forecasted year (2023-2025) for SCE's entire, non-Executive workforce.

h. Please identify the recorded/forecasted (as relevant) STIP (both the (i) dollar amount and (ii) percentage of Base Labor expense) for each recorded year (2018-2022) and forecasted year (2023-2025) for SCE's entire, non-Executive workforce.

i. Please identify the recorded/forecasted (as relevant) Base Labor expense in each recorded year (2018-2022) and forecasted year (2023-2025) for SCE's entire, non-Executive workforce.

j. Please identify the number of employees in each recorded year (2018-2022) and forecasted year (2022-2025) for SCE's entire, non-Executive workforce.

Response to Question 06.a-j:

a. For represented employees, the conversion from STIP to base pay was made effective retroactive to January 1, 2023, pursuant to the collective bargaining agreement that was ratified by IBEW Local 47 members on February 3, 2023. Please see testimony SCE-06, Vol. 04, p. 47:19-21.

b. Please refer to the response in PubAdv-SCE-185-CE3 Q.02.b and the union contract attached therein.

c. For non-represented/non-exempt employees, the conversion from STIP to base pay will go into effect as of the first day of the first pay period for 2024. Please see testimony SCE-06, Vol. 04, p. 47:23-24.

   SCE objects to the second part of the question requesting internal company material on the basis that it is burdensome, overbroad, vague and ambiguous. Without waiving its objection, SCE responds as follows: Please see attachment "TURN-SCE-009 Q06.c.pdf" for a communication that was sent to employees on March 28, 2023.

d. Removing an element of compensation (in this case short-term incentive compensation) from an employee's compensation package is a major change, and it is best to provide advance notice and explanations so that the impacted employees understand and appreciate the change. IBEW Local 47 communicated the proposed STIP to base pay conversion to its members in 2022, and its members ratified that proposal on February 3, 2023 as part of the new collective bargaining agreement.

   After the union ratified the collective bargaining agreement, the company decided to provide the conversion of STIP to base pay for non-represented/non-exempt employees, and to implement that conversion as of the first paycheck of the following year, or 2024. That timing allows both advance notice of the change and a simpler communication to impacted

employees. While we could have made the change effective in the middle of 2023, that would have complicated both communications and administration, in terms of needing to address the additional complication of a partial-year STIP. Also, while we theoretically could have made the STIP to base conversion for non-represented/non-exempt employees effective retroactive to the beginning of 2023, that would have been problematic from a communications standpoint (no advance notice) and an administrative standpoint (it is difficult to make retroactive pay changes for large groups of employees and we were already busy making retroactive pay changes for represented employees).

SCE objects to the second part of the question requesting internal company material on the basis that it is burdensome, overbroad, vague and ambiguous.

e. Please refer to testimony, SCE-06, Vol 4, p. 48, lines 3-16. This change will go into effect the first pay period of 2025. For non-represented exempt employees, SCE will maintain the short-term incentive compensation framework adopted in the 2021 GRC decision for 2023 and 2024. As noted in SCE-06, Vol 4, p. 47, lines 22-23, "covering monthly expenses has become a particularly pressing concern for many hourly employees," so there was less urgency in making a change for non-represented exempt employees. SCE chose to transition some of the STIP for its non-represented/exempt employees to base pay at the beginning of 2025 at the start of the next GRC cycle, given the complexities around adhering to the 2021 GRC decision for such a larger (and more diversely compensated) number of employees.

   SCE objects to the second part of the question requesting internal company material on the basis that it is burdensome, overbroad, vague and ambiguous. Without waiving its objection, SCE responds as follows: Please see attachment "TURN-SCE-009 Q06.d.pdf" for a communication that was sent to employees on May 18, 2023.

f. Please refer to the response in TURN-SCE-009, Q.06.e.

g. Please refer to the attachment, "TURN-SCE-009-06.g – STIP Participation Data," which includes the following information for 2018-2022:

   - The number of employees in different job statuses (represented, non-represented/non-exempt, non-represented/exempt with grades 8-12 and 13-18),
     - Note: employees moving from one type of job status to another in the same year (e.g., represented to non-represented or non-exempt to exempt) may have resulted in those employees being included in the attachment in *each* job status for the year in the "Total EE Count" column,
     - Note: SCE was converting its exempt population to a new salary grade structure during years 2018-2020, and the conversion was not

complete until 2021.

- Eligible earnings for those employees,
- STIP target for those employees (both percentage and dollar amount), and
- Recorded STIP payout for those employees (both percentage and dollar amount).

Regarding the STIP forecast for various job statuses, SCE does not forecast STIP by job statuses. The STIP forecast is dynamically calculated in the RO model and is based on multiplying the labor forecast in each year by the ratio of 2022 recorded program costs to 2022 recorded labor. Please see SCE-06, Vol. 4, p. 66 (lines 19-24). For details on the Labor and STIP forecast for 2023-2025, please refer to WP SCE-06, Vol. 4, Book B, pp. 68-70.

h. Please refer to the response, TURN-SCE-009, Q.06.g.
i. Please refer to the response, TURN-SCE-009, Q.06.g.
j. Please refer to the response, TURN-SCE-009, Q.06.g.

TURN-SCE-009 Q.06.g - STIP Participation Data
Nominal $

2018 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	3982	$ 560,305,931	4%	$ 22,412,233	4%	$ 23,756,968
Non-Exempt	2336	$ 147,923,233	4%	$ 5,916,929	4%	$ 6,255,833
Exempt	7586	$ 706,445,693	12%	$ 87,756,368	13%	$ 93,089,470
All	13904	$ 1,414,674,757	8%	$ 116,085,531	9%	$ 123,102,271

2019 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4095	$ 579,417,374	4%	$ 23,176,695	4%	$ 23,638,809
Non-Exempt	2266	$ 144,890,171	4%	$ 5,795,607	4%	$ 5,898,278
Exempt Grades 8-12	712	$ 48,323,048	10%	$ 4,617,823	10%	$ 4,635,780
Exempt Grades 13-18	3415	$ 389,723,157	17%	$ 67,016,004	18%	$ 68,775,073
All	14331	$ 1,464,856,796	9%	$ 128,035,189	9%	$ 130,384,774

2020 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4084	$ 627,974,566	4%	$ 25,121,452	5%	$ 28,847,862
Non-Exempt	2439	$ 160,419,656	4%	$ 6,627,747	5%	$ 7,568,149
Exempt Grades 8-12	1276	$ 106,139,295	10%	$ 10,398,803	11%	$ 11,635,240
Exempt Grades 13-18	4019	$ 515,023,773	17%	$ 86,521,988	19%	$ 100,114,562
All	13061	$ 1,578,522,397	9%	$ 146,007,238	11%	$ 167,865,509

2021 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4121	$ 699,549,629	4%	$ 27,981,985	4%	$ 30,766,501
Non-Exempt	2656	$ 175,369,561	4%	$ 7,075,440	4%	$ 7,737,228
Exempt Grades 8-12	1767	$ 146,925,418	10%	$ 14,359,533	10%	$ 15,382,248
Exempt Grades 13-18	4331	$ 572,005,056	17%	$ 96,012,823	19%	$ 106,248,696
All	13614	$ 1,728,598,118	9%	$ 160,335,051	10%	$ 176,253,955

2022 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	3971	$ 642,046,889	4%	$ 25,681,875	5%	$ 30,818,250
Non-Exempt	2473	$ 173,584,593	4%	$ 6,971,558	5%	$ 8,311,006
Exempt Grades 8-12	1633	$ 137,502,838	10%	$ 13,382,691	11%	$ 15,639,529
Exempt Grades 13-18	4420	$ 575,799,137	17%	$ 98,688,176	21%	$ 118,996,794
All	13218	$ 1,628,135,629	10%	$ 156,099,231	12%	$ 187,270,957

Compensation and OE Catalyst Updates

A change to STIP for nonexempt SCE employees will go into effect the first pay period of next year. To learn more, reference the **STIP Informational Employee Guide.** We will not transition STIP targets to base pay for exempt team members at this time. The STIP program for exempt employees is being evaluated and more information will be shared when available.

2025 Change to Short Term Incentive Plan (STIP) for Exempt Employees — Updated Materials Available

Recently, the company announced that it will convert part of STIP to base pay for exempt employees beginning with the first pay period of 2025. An additional example has been added to the **Exempt STIP Employee Informational Guide** to illustrate cumulative compensation for 2025-2029 for an employee with a 5% conversion from STIP to base pay in 2025 compared to a scenario with no conversion of STIP to base pay.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 9

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 2/23/2024

Response Date: 2/27/2024

Question 06.g Revised:
The following questions relate to SCE-06 Vol. 4
STIP and EICP
Re. p. 49:1-4 and Footnote 95, SCE states, "For 2023 and 2024, the four percent STIP target for represented and non- represented/non-exempt employees, respectively, was moved into base labor for the model. For 2025, the approximately five percent STIP target conversion for exempt participants in the STIP was moved into base labor. … [F]or exempt employees in pay grades 8-12, the existing weighted average STIP target of 9.7 percent was capped at 5 percent and the remaining 4.7 percent was moved into base labor. For exempt employees in pay grades 13-18, the existing weighted average STIP target of 17.2 percent was capped at 12.2 percent and the remaining 5 percent was moved to base labor."

g. Please identify the STIP target (both the dollar amount and percentage of) Base Labor expense for each recorded year (2018-2022) and forecasted year (2023-2025) for SCE's entire, non-Executive workforce.

Response to Question 06.g Revised:
g. Please refer to the attachment, "TURN-SCE-009-06.g – STIP Participation Data Revised," which includes the following information for 2018-2022:

- The number of employees in different job statuses (represented, non-represented/non-exempt, non-represented/exempt with grades 8-12 and 13-18),
  - Note: employees moving from one type of job status to another in the same year (e.g., represented to non-represented or non-exempt to exempt) may have resulted in those employees being included in the attachment in each job status for the year in the "Total EE Count" column,
  - Note: SCE was converting its exempt population to a new salary grade structure during years 2018-2020, and the conversion was not complete until 2021.
- Eligible earnings for those employees,
- STIP target for those employees (both percentage and dollar amount), and
- Recorded STIP payout for those employees (both percentage and dollar amount).

TURN-SCE-009 Q.06.g - STIP Participation Data Revised
Nominal $

2018 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4095	$ 579,417,374	4%	$ 23,176,695	4%	$ 23,638,809
Non-Exempt	2266	$ 144,890,171	4%	$ 5,795,607	4%	$ 5,898,278
Exempt Grades 8-12	712	$ 48,323,048	10%	$ 4,617,823	10%	$ 4,635,780
Exempt Grades 13-18	3415	$ 389,723,157	17%	$ 67,016,004	18%	$ 68,775,073
All	14331	$ 1,464,856,796	9%	$ 128,035,189	9%	$ 130,384,774

2019 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4084	$ 627,974,566	4%	$ 25,121,452	5%	$ 28,847,862
Non-Exempt	2439	$ 160,419,656	4%	$ 6,627,747	5%	$ 7,568,149
Exempt Grades 8-12	1276	$ 106,139,295	10%	$ 10,398,803	11%	$ 11,635,240
Exempt Grades 13-18	4019	$ 515,023,773	17%	$ 86,521,988	19%	$ 100,114,562
All	13061	$ 1,578,522,397	9%	$ 146,007,238	11%	$ 167,865,509

2020 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4121	$ 699,549,629	4%	$ 27,981,985	4%	$ 30,766,501
Non-Exempt	2656	$ 175,369,561	4%	$ 7,075,440	4%	$ 7,737,228
Exempt Grades 8-12	1767	$ 146,925,418	10%	$ 14,359,533	10%	$ 15,382,248
Exempt Grades 13-18	4331	$ 572,005,056	17%	$ 96,012,823	19%	$ 106,248,696
All	13614	$ 1,728,598,118	9%	$ 160,335,051	10%	$ 176,253,955

2021 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	3971	$ 642,046,889	4%	$ 25,681,875	5%	$ 30,818,250
Non-Exempt	2473	$ 173,584,593	4%	$ 6,971,558	5%	$ 8,311,006
Exempt Grades 8-12	1633	$ 137,502,838	10%	$ 13,382,691	11%	$ 15,639,529
Exempt Grades 13-18	4420	$ 575,799,137	17%	$ 98,688,176	21%	$ 118,996,794
All	13218	$ 1,628,135,629	10%	$ 156,099,231	12%	$ 187,270,957

2022 Recorded						
Employee Type	Total EE Count	Sum of Eligible Earnings	Average of STIP Target %	Sum of STIP Target $	Average Payout %	Sum of Payout $
Represented	4119	$ 680,315,696	4%	$ 27,213,936	4%	$ 29,119,045
Non-Exempt	2378	$ 164,606,316	4%	$ 6,589,138	4%	$ 7,021,544
Exempt Grades 8-12	1691	$ 134,656,184	10%	$ 13,162,685	10%	$ 13,817,259
Exempt Grades 13-18	4696	$ 600,533,975	17%	$ 103,266,428	18%	$ 110,857,218
All	13694	$ 1,691,076,070	9%	$ 162,905,909	10%	$ 174,221,924

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 1 8 5 - C E 3

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/22/2023

Response Date: 10/5/2023

Question 02.a-e:
Referring to Exhibit SCE-06, Vol. 04, page 47, lines 18-21, SCE states: "In September 2022, SCE entered into collective bargaining negotiations with IBEW, Local 47. As part of these negotiations, SCE and IBEW, Local 47 reached an agreement to eliminate STIP and provide a one-time increase to base wages equivalent to the eliminated STIP target (i.e., four percent), effective January 1, 2023. The union's members ratified the agreement on February 3, 2023."

a. Provide documentation that demonstrates the calculation of the four percent that is associated with the one-time increase to base wages and the eliminated STIP target for all impacted employees that became effective on January 1, 2023.

b. Provide documentation that clarifies and confirms that SCE's employees that were impacted by the IBEW, Local 47 agreement reached to eliminate STIP and provided a one-time increase to base wages equivalent to the eliminated STIP target (i.e., four percent), will no longer be eligible to receive any bonuses and incentives effective January 1, 2023, during the TY 2025 GRC four-year cycle.

c. Provide a complete summary of the contract ratified on February 3, 2023.

d. Provide all pages of the contract ratified on February 3, 2023 that specifically discuss the movement of STIP target to base pay. In the response, identify all page numbers that specially discuss the movement of STIP target to base pay.

e. Provide documentation (i.e., an excel spreadsheet) that identifies the specific amount and location (exhibit number and page number of SCE's testimony) associated with the IBEW, Local 47 agreement reached to eliminate STIP and provide a one-time increase to base wages equivalent to the eliminated STIP target (i.e., four percent), effective January 1, 2023 that is included as a forecast in SCE's TY 2025 GRC (specifically identify the total amount requested in the TY 2025 GRC that can be tracked, cross referenced, and verified).

Response to Question 02.a-e:

a. SCE calculated the 2025 Test Year forecast of STIP to base pay for all affected employees below director level. It did not forecast exclusively for IBEW Local 47 employees. For a description of how SCE modeled this conversion, please refer to SCE-06, Vol. 4, pp. 48-49.

b. Please see the attached file *PubAdv-SCE-185-CE3 Master IBEW 2023-25 Collective Bargaining Agreement*, p. 3, item 3 (which addresses the elimination of the STIP) and item 2 (which addresses the resulting 4% additional wage increase). The Collective Bargaining Agreement (CBA) does not otherwise specifically address the conversion of STIP to base pay. To calculate the difference, please refer to the different rates from the 2020-2022 contract to the 2023-2025 contract. Please refer to attached files, *PubAdv-SCE-185-CE3 IBEW 2020-2022 Exhibit A* and *PubAdv-SCE-185-CE3 IBEW 2023-2025 Exhibit A*. IBEW

Local 47 employees are still eligible to receive non-safety awards (up to $500) and safety awards (up to $1,000). Please see p. 53 of *PubAdv-SCE-185-CE3 Master IBEW 2023-25 Collective Bargaining Agreement.*

c. SCE is not required to summarize documents for Cal Advocates. Please refer to PubAdv-SCE-185-CE3, Q.02.b.

d. Please see *PubAdv-SCE-185-CE3 Master IBEW 2023-25 Collective Bargaining Agreement*, p. 3, item 3 (which addresses the elimination of the STIP) and item 2 (which addresses the resulting 4% additional wage increase). The movement of STIP to base wage is included in the rates for the positions found in Exhibit A of the CBA.

e. IBEW Local 47 employees' STIP to base pay forecast is aggregated with non-represented employees; SCE does not have a separate forecast in this regard for IBEW Local 47 employees. While IBEW Local 47 had their STIP eliminated January 1, 2023, the majority of SCE's employees will have a portion of their STIP transferred into base labor effective January 1, 2025. Please refer to SCE-06, Vol. 4, pp. 47-48 for the various populations and timing of the transfer. Within testimony, each of the GRC activities that include labor forecasts have a footnote describing the localized effect of their labor forecast change due to employee compensation changes. Cumulatively, the total forecast cost reduction to STIP and increase to labor can be found in SCE-06, Vol. 4 Book B, pg. 6-8. Please also refer to PubAdv-SCE-FNZ-008 Q.02.e-f.

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AGREEMENT

Between

Southern California Edison Company

SOUTHERN CALIFORNIA
EDISON
An *EDISON INTERNATIONAL* Company

and

International Brotherhood of Electrical Workers
Local 47, A.F.L.-C.I.O.

2023-2025

Rosemead, California

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Agreement

This Amended Agreement dated February 3, 2023, is entered into by and between the Southern California Edison Company, hereinafter called "Company" and Local Union No. 47, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., hereinafter called "Union."

In addition to the terms and conditions of this Agreement, it is further agreed:

1) 5.5% GWI effective January 1, 2023; 3.25% GWI effective January 1, 2024, and; 3.0% GWI effective January 1, 2025

2) An additional 4% wage increase effective January 1, 2023, calculated following the implementation of the GWI

3) Effective January 1, 2023, IBEW-represented employees members are no longer eligible for and will not participate in the Company's Results Sharing program

For the Company:

DocuSigned by:
Steve Crowell
2EC8F5895CF3432...

5/22/2023
Date

Steve Crowell
Labor Relations
Southern California Edison

For the Union:

DocuSigned by:
Colin Lavin
6C3297B6A1744C1...

5/19/2023
Date

Colin Lavin
Business Manager
IBEW Local 47

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Preamble

The Company is an investor-owned utility providing public service under the laws of the United States of America, of the State of Nevada and of the State of California with the duty of maintaining electric service under public regulations of its activities and of its rates. The Company is engaged in a public service requiring continuous operation, and the recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Company and the Union. The obligation and the duty of the Company and its working forces to maintain continuous electric service, insofar as possible within human limitations, is a basic condition of the Company's franchises and rights under law.

Inherent in the relationship established between the Company and its employees is the obligation on the part of the Company to deal justly and fairly with its employees; and on the part of the employees, to cooperate with their fellow employees and with the Company, in the performance of said public service obligation, and in the preservation of the good name and the good will and the property of the Company requisite thereto.

The parties have made a concerted effort to modernize the Agreement and ensure that references are gender neutral, however, as used in the Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others. Additionally, although the parties are continuing to use certain historic or traditional terms such as, but not limited to, "lineman" or "journeyman", any such reference should be read as gender neutral.

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Article I
Recognition

A. Pursuant to the provisions of Section 9 of the National Labor Relations Act as amended and in accordance with the rules and regulations of the National Labor Relations Board, the Company recognizes the Union as the exclusive representative of all employees in the job classifications listed in Exhibit A for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, but such representation excludes all other employees in job classifications not listed in Exhibit A.

B. **Union Security** Except where otherwise proscribed by law, on and after thirty (30) calendar days of hire every employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union and maintain his or her membership in the Union in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee must tender monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of members in his or her base wage rate.

Except for issues resulting from the Company's own negligence, the Union shall indemnify the Company and all persons acting on behalf of the Company against any legal responsibilities, claims, demands or other forms of liability and costs whatsoever, including the cost for legal representation of the Company or persons acting on behalf of the Company arising directly or indirectly from the Company's compliance with this provision.

The Company agrees to send to the Union a copy of each Union Security Statement executed by each IBEW represented employee within two weeks of the employee's date of hire. The security statement will include the employee's name, work location and classification.

C. **Rights and Laws** The Company agrees to recognize the rights of employees as set forth in Section 7 of the National Labor Relations Act as amended to "self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection." The Company or the Union will not interfere with, restrain or coerce the employees in the exercise of their rights as set forth in the National Labor Relations Act or any amendments thereto. The parties further agree that it shall not be the policy of either to make or publish untrue statements about the other.

D. **Dues Deduction** The Company shall deduct from their wages and turn over to the Business Manager of the Union, the Union dues of such members of the Union or agency fees of any other employee as provided for in Article I.B., who individually and voluntarily certify in writing that they authorize such deductions.

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The Company shall also deduct from the wages of the employees covered by the Agreement and turn over to the Business Manager of the Union the amounts authorized in writing to be used by the political action committee established by the Union in accordance with the requirements of the Federal Election Commission. The form for the authorizations shall be provided by the Company. Any solicitation undertaken by the Union for the purposes authorized by this paragraph is subject to the provisions of Articles I, Section B and XIII of this Agreement. The reasonable costs of establishing and administering the wage deductions shall be borne by the Company to the extent permitted by law.

Except for issues resulting from the Company's own negligence, the Union shall indemnify the Company and all persons acting on behalf of the Company against any legal responsibilities, claims, demands or other forms of liability and costs whatsoever, including the cost for legal representation of the Company or persons acting on behalf of the Company arising directly or indirectly from the Company's compliance with this provision.

The Company and Union each agree that neither of them nor any of their officers or members or employees will intimidate or coerce employees into executing such authorizations.

E. It shall be the Company policy that all its usual and customary work shall be done by its regular forces, and so to manage, control, and allocate its work, seasonal and climatic conditions permitting, as to reduce to a minimum layoffs and reductions of its forces. To that end the Company will endeavor in good faith not to contract out work usually and customarily performed by its regular employees at a time when such work can be performed by them. However, nothing herein contained shall restrict the Company's right to contract out work at its discretion, so long as that right is not exercised to effect discrimination against employees.

F. **No Discrimination** The Company and the Union are committed to maintaining a work environment free of discrimination and harassment. The Company and the Union prohibit discrimination of any employee on the basis of: age, ancestry, citizenship, color, protected veterans, family leave status, gender or gender identity, gender expression, genetic information, marital status, medical condition, national origin, individuals with disabilities (physical or mental), pregnancy, race, religion, sex, sexual orientation or any other status protected by California or federal law.

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Article II
Continuity of Service to the Public

It is agreed that there shall be no strike, slowdown, or lock out until all methods provided for the settlement of disputes in this Agreement have been fully utilized, and further, that the parties shall have exhausted the remedies provided under the Labor-Management Relations Act.

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Article III
Representation

A. **Stewards**

1. The Union may be represented by stewards as set forth in Exhibit B attached.

2. Employees shall only be eligible to serve as a steward for the area or location to which they are assigned.

3. Employee shall not serve as a steward while on a leave of absence.

4. Stewards may perform the following duties during working hours:

    a. Present grievances.

    b. Investigate grievances.

    c. Attend grievance meetings.

    Stewards shall request permission to leave their work assignment to perform the above duties, and shall be relieved as soon as practicable.

    The Company is not responsible for compensating stewards for any time spent processing grievances outside of regular working hours.

5. 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 this Article III.

6. Before performing any grievance work as provided herein, stewards shall report either in person or by telephone to their regular place of work at the beginning of their day or shift, and if the grievance work requires attention after the lunch period they shall report either in person or by telephone to their regular place of work after their lunch period before continuing the grievance work.

7. A written list of the names of the stewards and any changes in said list thereafter made, shall be given to the Manager of Labor Relations or his or her designee at least twenty-four (24) hours prior to the effective date of any stewards' assumption of duties. Such notification shall be made by the Business Manager of the Local Union or his or her designee.

8. When the presence of a steward is desired by an aggrieved employee, the employee shall inform his or her immediate supervisor of his or her desire to talk to the steward and the steward shall be relieved as soon as practicable.

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In the event an employee is called into an investigatory meeting which could reasonably lead to disciplinary action for that employee, the employee shall have the right to have Union representation. In the event disciplinary action (demotion, suspension, termination or letter of reprimand) is to be taken by the Company against an employee, the supervisor, as soon as it is determined that such disciplinary action is to be taken, either prior to or during the meeting, will identify to the employee that this is to be a disciplinary meeting and the employee is entitled to Union representation if desired. If so desired, the employee must make the request known immediately and a steward shall be sent for before proceeding further.

9. The Company agrees that the stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties of investigation, presentation, and adjustment of grievances of disputes as provided in the grievance procedure, which duties may be performed during the steward's working hours. It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by the stewards in investigating, presenting, and adjusting grievances or disputes.

B. **Union Representatives** Business Manager or Business Manager's representative, or an International Representative, of the Union may have access to the Company properties during regular working hours, when the Business Manager or International Representative deems it necessary that they actually observe operations, investigate a specific grievance or to attend meetings.

Union representatives shall obtain prior authorization for each visit and such visit shall be conducted in accordance with any and all applicable Company rules and policies. It is understood that said Union representatives will not interfere with employees in the performance of their work.

The Union agrees that its officers, agents and representatives will not call or carry on meetings of employees on Company property for organizational or any other purpose, nor will it conduct any Union activities on Company time or property except as specifically provided for below.

C. **Employee Orientation** One hour will be set aside during New Employee Orientation meetings for representatives of Local 47, IBEW to meet with all new IBEW-represented employees. It is understood and agreed that such meetings will be on normal paid Company time and on Company property for the purpose of familiarizing IBEW- represented employees with the labor union.

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D. **"Section M"** Should either party desire to discuss with the other any problems not pertaining to grievances, it shall notify the other party of such desire by either an oral or written notification, however, the other party shall have a right to decline the request and reserve the matter for successor contract negotiations. It is not the intention of the parties that the provisions of this Section shall be used as a substitute for a procedure for the settlement of grievances as set forth in Article IV of this Agreement.

E. Steward Training

1. Employees who are stewards for the first time are eligible to attend new steward training provided by Local 47.
2. The eligible employees may have one opportunity to use one day of normal time paid for by the Company to attend new steward training provided by Local 47. Any additional time or expenses for this training will not be paid by the Company.
3. The Company may participate for up to one (1) hour in this steward training provided by Local 47.

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Article IV
Grievance Procedure

A. In the event any grievance arises concerning a claim by an employee or a group of employees or the Union that any of the terms of this Agreement have been violated, or any other grievance relating to rates of pay, wages, hours of employment, or other conditions of employment, such matters shall be adjusted according to the following procedure:

Step One
Oral
Employee(s) and/or Steward-Supervisor

B. Any employee or group of employees having a grievance and desiring to present the same shall first present the grievance orally, and so designate. The Step One oral grievance shall be presented either in person or with a steward, or through a steward to their immediate supervisor within fourteen (14) calendar days from the date of the occurrence which is the basis for the grievance. There is no responsibility on the Company to accept for adjustment or to adjust a grievance which is presented orally after fourteen (14) calendar days from the date of the occurrence which is the basis for the grievance. The immediate supervisor and the person or persons presenting the grievance will discuss and attempt to adjust the matter.

In the event they are unable to arrive at a satisfactory decision as a result of such discussion, the immediate supervisor shall orally respond to the person or persons presenting the grievance within seven (7) calendar days of the date of filing of the oral grievance, clearly indicating that the response constitutes the answer to the oral grievance.

Every effort will be made to settle grievances in this Step One.

Step Two
Fact Finding
Steward, Business Representative,
Employee, Field Location Manager,
Labor Relations Manager or Representative

C. If it is decided to proceed to Step Two Fact Finding after receipt of the immediate supervisor's oral answer, the steward shall reduce the grievance to writing by completing the "Notice of Failure to Resolve Grievance" form, setting forth the following:

1. A brief statement of the grievance and the facts upon which it is based;

2. The remedy or correction which it is desired the Company make; and

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3. The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

The grievance form must be delivered to the Field Location Manager or his or her designee in the Division or District where the grievance originated within twenty-eight (28) calendar days from the date of the occurrence which is the basis for the grievance. There is no responsibility on the Company to accept for adjustment or to adjust a grievance which is presented in writing after twenty-eight (28) calendar days from the date of occurrence. Thereafter a meeting will be arranged between the Company and the Union. The Field Location Manager will confirm the time and place of the meeting with the steward. The meeting will be held within fourteen (14) calendar days of the date of the receipt of the form by the Field Location Manager.

The Fact Finding meeting will be attended by the steward, Business Representative, Field Location Manager or his or her designee, and Manager of Labor Relations or his or her designee. At the option of the steward, an employee from the Division, Region, or District where the grievance occurred may attend and participate in the Fact Finding meeting. Reasonable notice of the name of the employee, if any, will be given to the Company in advance of the meeting so that arrangements may be made for the employee's attendance.

The grievance will be discussed at the Fact Finding meeting for the purpose of determining the facts related to the grievance, clarifying the positions of the parties and attempting to reach an acceptable resolution to the grievance.

If a resolution is reached during the meeting, it shall be recorded on the grievance form and the grievance will be considered settled, but the grievance will be of no precedential value unless otherwise mutually agreed specifically in writing by the Manager of Labor Relations and a Union Business Representative.

The Company will provide its Step Two Fact Finding answer in writing within seven (7) calendar days of the meeting. If the Company does not provide its answer within the seven (7) days, the grievance will be deemed advanced to Step Three.

Step Three
Review/Arbitration
Union and Company Review Committees

D. If the grievance is not settled satisfactorily at the Step Two Fact Finding stage, the Union may appeal to Arbitration within twenty-eight (28) calendar days after the Company's Step Two Fact Finding answer.

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When mutually agreed, a Step Three Review meeting shall be held. However, either party may convene such a meeting for a termination grievance.

The Review Step meetings will be held at a place mutually agreed upon, with due consideration to minimizing the travel time and costs incurred by both parties. If a Review Step meeting is held, the Union Review Committee will be composed of the Business Manager or his or her designee, a steward, and one (1) additional employee at the option of the Union. The Company Review Committee will be composed of the Division Head or his or her designee, and the Manager of Labor Relations or his or her designee. The Company will deliver by regular or electronic mail a written statement of position regarding the grievance to the Union within twenty-one (21) calendar days after the Review Step meeting.

If a grievance is resolved, the grievance will be of no precedential value unless otherwise mutually agreed specifically in writing by the Manager of Labor Relations and a Union Business Representative.

General Provisions

E. Nothing in this Agreement is intended to interfere with any rights any individual or group of employees may have under Section 9(a) of the National Labor Relations Act to present issues to the Company outside this grievance process.

F. Any of the periods within which any of the acts required in Article IV are to be performed may be extended by mutual consent of the parties.

G. **Employee Participation** An employee other than a steward who files a grievance shall not be permitted to participate in any step of the procedure except Step One: provided, however, that if at any step in the grievance procedure either party desires to call the employee filing the grievance to testify regarding the grievance, the employee shall be called and questioned and excused from the discussions at the conclusion of the employee's testimony before the discussion of the grievance proceeds.

H. **Final Resolution** Any grievance shall be considered finally resolved when:

1. The Union does not refer the grievance to the next step as specified and in the timeframe as provided in Article IV.

2. The Union notifies the Manager of Labor Relations in writing by regular or electronic mail of its withdrawal of a grievance at any step in the grievance procedure.

3. The grievance is resolved by mutual agreement of the parties.

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I. If a grievance results from the discharge of an employee, it will be given priority through the steps of the grievance procedure so that, if the case should be ultimately appealed to Arbitration, it will be ready for hearing not later than ninety (90) calendar days from the filing of the first step grievance.

J. **Grievance Backlog Resolution Meetings** On at least a quarterly basis the Company's Manager of Labor Relations and the Union's Business Manager, or their respective designees, shall meet to discuss all pending grievances which have progressed beyond Step Two to attempt to find mutually acceptable resolutions short of arbitration.

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Article V
Arbitration

A. It is agreed that only grievances involving the interpretation or application of this Agreement may be submitted to Arbitration. No such grievance shall be presented for Arbitration until the Company or the Union has availed itself of the full grievance procedure set forth in Article IV, and all such grievances shall be considered finally settled and not subject to Arbitration unless the Union has notified the Company of its decision to arbitrate within twenty-eight (28) calendar days in accordance with Section D of Article IV of this Agreement.

B. **Selecting an Arbitrator** The Company and the Union shall establish one (1) panel of twelve (12) arbitrators consisting of three (3) groups of four (4) arbitrators. Both parties shall mutually agree upon the names of all arbitrators selected for the panel and groups. Arbitrators for each separate grievance groups shall be assigned to hear cases appealed to Arbitration on a rotating basis, depending upon their availability. Once selected to be on the panel, an arbitrator shall remain on the panel until the arbitrator is no longer accepting new cases, does not have available dates within one year of request or upon mutual agreement by the parties. For each vacancy created, the parties shall jointly and immediately request the Director of Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act on said panel for each vacancy remaining on the panels.

Within thirty (30) calendar days after receipt of said list, the Union and the Company representatives shall each have the right to strike three (3) names from said list with the party striking first determined by coin flip. Representatives of the Company and the Union shall thereafter each alternately eliminate one name until only one name remains. The seventh or remaining person shall thereupon be accepted by the Union and the Company as a member of the Arbitration panel.

C. **Scheduling of Arbitration** In the event the Union appeals a termination grievance to arbitration, the Union must initiate selection of the Arbitrator and scheduling of the Arbitration within thirty (30) calendar days following the date of the written notice of appeal to arbitration or any monetary liability shall cease as of that thirtieth (30^{th}) day. All other (non-termination) grievances shall be scheduled for arbitration in the chronological order in which each was filed and no non-termination grievance shall be heard until all older pending grievances have been scheduled for arbitration.

D. **Withdrawal or Cancelation** If a scheduled Arbitration is withdrawn more than thirty (30) calendar days prior to the scheduled hearing date, the parties may mutually agree to substitute another grievance on the scheduled date. If either party notifies the other of its desire not to proceed with the scheduled Arbitration within thirty (30) calendar days or less of the scheduled Arbitration date, the hearing shall be

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deemed canceled unless otherwise agreed to by the parties and the arbitrator and reporter charges, if any, shall be borne by the party not wishing to proceed. If both parties agree to a compromise, the arbitrator and reporter charges, if any, shall be borne equally by the parties.

E. **Scope of Arbitration** If the contention is made that the grievance is not a proper one for Arbitration as defined in Section A of this Article V, said question of jurisdiction shall be determined by the arbitrator selected, however that arbitrator shall only hear testimony and argument on the procedural issues raised. Should the arbitrator rule that the arbitration is procedurally valid, (unless the parties mutually agree otherwise) the parties shall select a separate arbitrator, pursuant to the same process and timelines above, to hear the merits of the dispute.

F. **Arbitration Decision** The decision of the arbitrator shall be rendered promptly and, unless otherwise agreed by the parties, or specified by the law, not later than thirty (30) calendar days from the date of transmission of final briefs and statements to the Board. The decision of the arbitrator shall be final and binding upon both parties.

G. **Scope of Decision** The arbitrator shall confine his or her decision to the issues and disputes concerning the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the grievance documents submitted and relating to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The arbitrators shall be prohibited from adding to, subtracting from or modifying the terms or provisions of this Agreement.

H. **Arbitration Expenses** With the exception of arbitrators' fees and the costs of transcriptions, the expenses of Arbitration shall be borne equally by the Company and the Union. With regard to arbitrators' fees and the costs of transcriptions, if the arbitrator rules that the Company violated the Agreement, the Company shall pay these expenses, or if the arbitrator rules that there was no violation of the Agreement by the Company then the Union shall pay these expenses. The expense of making a verbatim record of the proceeding and a transcription thereof, if desired by only one party, shall be borne by that party.

I. **Procedure** The procedure of the arbitration hearing shall be determined by the arbitrator provided, however, that the parties agree to recommend to the arbitrator that he or she use applicable rules of procedure such as those of the American Arbitration Association to govern the proceeding.

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General Provisions
Governing Arbitration

J. **Cooperation** The Company and the Union agree to use every means to facilitate the Arbitration in every way possible.

K. **Employee Witnesses** Either party may call an employee as a witness in an arbitration and if the employee is on duty, the Company agrees to release the employee from duty so he or she may appear as a witness. If an employee witness is called by either party, the party calling the employee will reimburse him or her for the time lost and all necessary expenses incidental thereto.

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Article VI
Management Prerogatives

The Company has and will retain the right and power to manage the plant and direct the working forces, including the right to hire, to suspend, or discharge for just cause, to promote, demote, and transfer its employees, subject to the provisions of this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance and to arbitration, except that the provisions of Article IV, Article V, and of this Article VI shall not apply to the discharge of any employee during the first twelve (12) months of the employment of any employee. The Company agrees to discuss with the Union any claim that any employee has been dismissed in violation of Article I, Section C, of this amended Agreement.

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Article VII
Seniority

A. It is understood and agreed that where ability and qualifications are sufficient to meet the standards of the job to be filled, work unit seniority as hereinafter defined shall be observed in job bids unless otherwise specified in this Agreement. In the absence of applicable work unit seniority, Company seniority, as hereinafter defined, shall apply.

B. **Definitions** For the purpose of the Agreement:

"Company Seniority" shall be deemed to accrue from the last date of hire by the Company or any of its predecessors and shall include all Company seniority accrued during any previous periods of employment after a reemployment period of one (1) year.

"Work Unit Seniority" shall accrue in each of the following "Work Units" and shall date from the day the employee started work in that work unit, and shall include all work unit seniority accrued during any previous period of employment after a reemployment period of one (1) year.

- Construction Field Forces
- Corporate Real Estate
- Customer Service Operations Division
- Catalina
- Distribution Business Unit
- Hydro
- Information Technology
- Supply Management Department
- Shop Services and Instrumentation Department
- Steam Division
- System Operation Division
- Transmission/Substation Division
- Transportation Services Department

When an employee has accepted a job in accordance with the seniority provisions and is unable to retain the job, the employee shall accept whatever job is available in the "Work Unit" and for which he or she is qualified.

C. **Job Posting and Bid Opportunity Process**

1. The Company will electronically post on SCE's portal all notices of job vacancies via the Bid Opportunity Process, including entry level jobs that occur in the work units for a period of seven (7) calendar days. However, Exhibit C jobs and other positions which are filled by progression or which automatically promote are not subject to the Company's Bid Opportunity Process and as such shall not be

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electronically posted.

Such notices of job vacancies shall be posted electronically on the SCE portal and shall also post copies of the job vacancies on Company bulletin boards, and it shall then be the individual employee's responsibility to learn of said postings and to submit a Bid Opportunity Process request/application online to indicate the employee's desire to be considered for a job.

The Company shall post a notice of all job awards on the SCE portal. This notice will include the names of the employees and their work unit seniority, job awarded, location and date the job was awarded.

Methods of Posting

Bids may be posted in the following manner.

a. Posting a single vacancy.

b. Posting a "Slash Bid." A position may be posted as a slash bid when one classification promotes to a higher level such as journeyman/apprentice, specialist/clerk, accountant/clerk, etc. The job award will be made to the higher level first by work unit seniority. If there are no qualified bidders, then qualified bidders will be considered for the lower position. If the vacancy remains unfilled, then qualified employees in other work units will be considered by Company seniority for the higher level. If there are no qualified bidders, then employees will be considered for the lower level by Company seniority.

c. Posting an "Or" bid: A position may be posted as an "or" bid such as the classifications listed above unless there is an agreement to award it to the higher level regardless of seniority. The bid is awarded to the senior, qualified bidder which may, for example, be a journeyman or apprentice.

2. After the bid award has been electronically posted, the employee must accept the new job. However, if the employee has not been actually transferred to the new job within: (a) thirty (30) days from the time the award has been posted the employee shall be free to bid and receive an award for another new job; or, (b) sixty (60) days from the time the award has been posted, the employee shall be free to withdraw his or her bid.

3. No job posting or bid will be required to promote an apprentice employee to the associated skilled classification as listed in Exhibit C . Apprentices will not be considered eligible to bid on other apprentice jobs. In order to be eligible for apprentice training, the applicant must normally have at least one (1) year of the necessary experience or training in work related to the journeyman classification

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in which the apprenticeship training is to be taken, except as otherwise stated below and except for Apprentice Lineman in the Transmission/Substation Division. (Apprentice Linemen in the Transmission/Substation Division will be required to complete climbing school during their first six (6) months in the apprenticeship.)

4. **First Step Linemen Assignability** First Step Linemen will be subject to assignment out of their current work base to any Lineman position based on work unit seniority among First Step Linemen at that work base. In no case will the assignment be to a new work base which is more than thirty (30) road miles from the Lineman's current work base.

5. **Bidding on Exhibit D Positions** When vacancies occur in supervisory classifications listed in Exhibit D, the following shall apply.

   It is understood and agreed that the Company has the sole responsibility for selecting employees for these supervisory job positions and that the Bid Opportunity Process, as set forth in this Section C, is solely for the purpose of advising employees of vacancies and giving them an opportunity to bid on such vacancies.

   In determining what constitutes sufficient ability and qualifications to meet the standards of the job under Exhibit D bidding, due consideration will be given to: (1) the quality of the employee's performance in the employee's current job; (2) the employee's background of education and experience in similar or related work; (3) the amount of special preparation for the new job, if any is necessary, which the employee has completed at the time the selection is made; and (4) leadership qualifications and ability to progress.

6. An employee who has submitted a valid request via the Bid Opportunity Process for a bid into an entry level position or to a position in another work unit, must meet the Company's hiring standards, and otherwise meet the qualifications of the vacant job, in order to be awarded the job over a new hire or other employee based on work unit seniority and then Company seniority (within the bargaining unit).

D. **Horizontal and Downward Bids** Employees will not be permitted to move horizontally and/or down more than once in a six (6) month period, nor may they make any combination of up and down moves during a six (6) month period which results in their occupying the same, or a lesser position as they held initially.

Such six (6) month period shall be computed from the time an employee is hired or is awarded a job vacancy. Before an employee may bid for another job vacancy, the applicable period must have elapsed as of the job posting application deadline date. The period in this Section D may be waived by mutual agreement of the parties.

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Notwithstanding the above, during the first six (6) months of their apprentice program, an apprentice who the Company agrees is not likely to successfully complete the program, may bid into one (1) horizontal or down move into a position that does not automatically progress into the same apprentice program.

E. **Reduction in Forces**

1. In a Reduction in Forces ("RIF"), employees will be displaced on the basis of Company seniority.

2. Bumping/Displacement Rights

a. In the event a RIF is made in a classification at an established work base, employees with the least Company seniority in that classification at that base will be declared surplus. Employees declared surplus and those subsequently bumped/displaced, shall be entitled to displace the least senior employee or fill a vacancy in a similar or lower level classification at the established work base or another work base in the work unit provided the employee has Company seniority over the least senior employee in the classification at the designated work base and is qualified by previously holding the classification or by passing a standard job knowledge or aptitude test and is otherwise qualified to perform the duties of the classification.

All entry-level classifications shall be considered to be similar for the purpose of displacements under this provision.

b. If a surplus or displaced employee does not have sufficient Company seniority and/or qualifications to displace an employee then occupying a similar or lower level classification within the employee's work unit, the employee shall be entitled to displace the least senior employee or fill a vacancy in an entry level classification at an established work base in any other work unit provided the employee has Company seniority over the least senior employee in the classification at the designated work base and is qualified by previously holding the classification or by passing a standard job knowledge or aptitude test and is otherwise qualified for the position.

c. Employees On A Leave of Absence

1). Employees on a leave of absence under Article X (except Section I) or on a family medical leave are subject to a reduction in forces. Employees on LTD are not subject to a reduction in force.

2). For purposes of a RIF, the employee's seniority date will be the date in effect at the start of the leave of absence.

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3). The employee's seniority date will be adjusted upon his/her return to **work** equal to the period of time off.

4). The Company will attempt to notify employees who are on a leave of absence prior to the RIF that a RIF has been declared. If it is impractical to notify such employees, they will be given their notices when they return to work.

5). Once employees are notified of a RIF while on the leave, it will be their responsibility to adhere to the terms of a RIF at their own time and expense.

6). The employee remains responsible to notify the Company if there is any change in their physical or mental condition during the leave of absence that would affect his/her ability to perform the duties of the specific job selection.

7). Employees who have an approved LTD claim will not participate in the RIF. If or when they are released for work, they may be required to participate in a RIF.

c. **Apprentices and Journeymen** At the time of a reduction in forces at a work base, each journeyman classification as set forth in Exhibit C and the related 7th, 6th, and 5th step apprentices will be considered as one journeyman classification for the purpose of the reduction. Apprentices in the 4th step or lower will be considered as one classification for the purpose of the reduction.

d. **Moving Expenses Resulting from RIF**

(1) If there is a vacancy at another work base in the classification being reduced, the Company may request the employee being reduced or declared surplus to move to the vacant job. Such a request must be made in writing and confirm that it is being made under the provisions of this Section of the Agreement. If the employee elects to accept a vacancy at the request of the Company, the employee will receive $2,000.

(2) If a surplus or displaced employee elects to, and is successful in ultimately filling a vacancy in lieu of displacing another employee, the employee will receive $5,000, when the following conditions are met:

(a) The employee's new permanent work base must be twenty (20) miles or more from the employee's old permanent work base;

(b) The employee's new residence is closer to the new work location than his or her present residence and is more than five (5) miles from the employee's old residence;

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(c) The employee's commuting time to the new work location from his or her new residence is less than the commuting time to the new work location from the employee's old residence; and

(d) The employee must move within one year from the effective date of the move to the new work location to qualify for moving expenses under this provision.

e. **Preferential Bid Rights**

Preferential bid rights do not apply to entry-level classifications.

(1) A reduced employee working in a lower classification will have a preferential bid right based upon Company seniority to an opening in the employee's original classification at his or her original work base. The employee will also have a preferential bid right to an opening in his or her original classification at the new work base to which the employee bumped, if it is within the original division.

(2) An employee who is bumped from his or her original work base and maintains his or her original classification will have a preferential bid right to an opening in the employee's original classification at the original work base.

(3) It is understood that in exercising preferential bid rights, an employee will return to the point of progression that the employee had reached at the time of the reduction.

(4) An employee with preferential bid rights, who bumps out of the work unit, may use Company seniority to bid back into his or her original work unit.

f. **Loss of Preferential Bid Rights**

An employee will lose preferential bid rights to:

(1) A work base to which the employee holds a preferential right if the employee refuses or fails to exercise the bid right when a vacancy occurs in the employee's original classification at that location;

(2) The new work base to which the employee bumped if the employee voluntarily leaves that location;

(3) To both base locations if the employee is successful in getting back to the original, or a higher, classification at the employee's original work base.

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g. **Freeze on Bid Opportunity Process**

No position will be filled by job bid during a reduction in forces so long as there are surplus employees at the same or higher level with qualifications and seniority sufficient to fill such position.

h. **Layoff**

In the event employees do not have sufficient seniority or qualifications to exercise their seniority rights as stated in this Section E, they will be laid off.

i. **RIF Process and Procedure**

(1) A major portion of the reduction in forces will be completed through a selection process before any physical moves are made.

(2) Employees will be given two (2) consecutive weekends from the time they receive notice of reduction or bump before they will be required to submit bump choices.

(3) Employees will be required to make any and all choices at one time, in order of preference, and the RIF will be conducted in a single round.

(4) The Union will be provided with a list of the results.

(5) Should there be more than one release date, the Company will offer senior employees who are scheduled to be laid off the opportunity to bump employees with less seniority who are scheduled for a later layoff date. Employees who choose to participate in this process will not receive any additional benefits such as temporary base allowances, time and mileage, or job site reporting for making such a move.

j. **Red Circle Provisions**

(1) Red Circle Pay Protection

If under this Section E an employee is reduced to a lower paying job classification, the employee will be “red circled” at his/her “pre-force reduction” rate of pay for a maximum of three (3) years or until one of the following occurs: 1) the rate of pay for the employee’s current job classification is equal to or greater than the “red circle” rate of pay or, 2) the “red circled” employee declines to accept assignment as set forth in j.(2) below. Should either 1) or 2) occur before the three (3) year period has elapsed, the employee will assume the rate of pay of his/her current job classification**.**

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(2) Loss of Red Circle

(a) Any employee currently "red circled" in the vacant classification who was reduced from a work base within a 35-mile radius of the vacant position may be offered assignment to the vacancy. Such employees will be offered the vacant position based on work unit seniority, beginning with the junior employee.

(b) In the event a "red circled" employee is reduced to another work unit, the employee must bid for all vacancies within his or her "pre-force reduction" work unit for all vacancies in his or her original job classification within a 35-mile radius of the employee's "pre-force reduction" work base.

(c) If a "red circled" employee fails to accept the first job vacancy properly offered under j.(2)(a) or (b) above, the employee will assume the rate of pay of the current job classification.

(3) "Red circle" wage supplement provides that any general increase is applied to the lower base wage. "Gold circle" wage supplement provides that any general increase is applied to the higher wage rate.

(4) In a RIF, employees who are receiving a supplemental pay of either red or gold circle are eligible to select positions equal to or less than their base wage and not based on their supplemental wage rate.

(5) Reduction in the red circle pay rate will occur when the employee voluntarily or involuntarily has a new wage rate that is less than his current base wage rate. The employee's red circle rate will be reduced by the difference between the base wage rates before and after the move to the new position.

(6) If an employee is force reduced into a new work unit, and if the former work unit or former job classification in that work unit no longer exists, the employee will be credited with his/her former work unit seniority after accumulating two years in the new work unit.

k. **Severance in Exchange for Release**

Receipt of any voluntary or involuntary severance benefit, other than those provided for by law or as applicable under Section E.2.(h), is contingent upon timely execution of a separation agreement by the eligible employee.

(1) If an employee is subject to involuntary layoff, the employee may select layoff with recall or severance.

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(2) In the event of an involuntary layoff, the Company will pay a severance of three (3) weeks' pay to laid-off employees with zero (0) to three (3) years of service and one (1) additional week for each additional full year of service to a maximum of 26 weeks of pay.

(3) The Company will also provide health care coverage for a minimum term of one (1) month to laid-off employees with less than five (5) years of service and three (3) months of coverage for employees with five (5) years or more service. In addition, the employee will be eligible for up to 18 months of COBRA coverage. If an employee elects the above severance and medical coverage, the employee will not have recall or rehire rights.

(4) In the event the Company decides to offer voluntary severance during a particular reduction in force, employees who elect such an offer will be offered the same monetary and health benefits above, but will forfeit any/all recall or rehire rights the employee may have.

l. **Temporary Curtailment**

In the event of a temporary curtailment in any work unit, the Company reserves the right to temporarily transfer employees to other units to do such work as may be available and suitable to their skill and experience, provided that no employee of longer Company seniority may be displaced by an employee so transferred who has less Company seniority.

m. **Recall Rights/Reemployment**

Reemployment shall be in order of Company Seniority. The Company shall notify former employees who were laid off in writing by certified U.S. mail addressed to the last address of record to report back to work when jobs are available. If such a former employee does not report within fourteen (14) calendar days after the sending of such notice, the employee shall lose seniority, except that if the failure to so report is due to substantiated illness, injury, or some cause beyond his control, the former employee shall be put back to work when the employee is able to report, provided the employee notifies the Company within such fourteen (14) calendar day period the approximate date when the employee will be able to return and there is on such date an available job for which the employee is eligible by reason of qualifications and seniority.

It is the responsibility of the employee to see that the Company is advised of the employee's current mailing address.

All former employees so reemployed must pass a physical examination and upon reemployment shall receive the prevailing rate of pay for the classification in which they are reemployed.

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F. **Relocation of Work Bases** The Company reserves the right to relocate employees in any given classification at a work base to another work base without invoking the RIF provisions of Section E above, provided the relocation is one (1) mile or less from the original work base. Additionally, twice in a five (5) year period, the Company reserves the right to relocate employees in any given classification at a work base to another work base without invoking the RIF provisions of Section E above, provided the relocation is within more than one (1) mile and up to twenty-five (25) road miles of the work base from which they are being relocated. The selection of employee(s) impacted by any such decisions shall be made first by volunteer then by lowest Company seniority. Any employee impacted by a partial relocation of their classification shall be entitled to preferential bid rights under Section E.2.e above. Additionally, any employee impacted by a relocation of a classification that requires a move of more than one (1) road mile and not more than 25 road miles shall receive $1,500.

G. **Termination of Seniority** Except as otherwise provided herein, seniority shall be lost if an employee: (1) quits; (2) is discharged for cause; (3) fails to return to work within fourteen(14) days after being notified to report for work after being recalled following a layoff or (4) is laid off more than twenty-four (24) consecutive months. However, if the employee's seniority exceeds five (5) years, the employee shall not lose seniority until the employee has been laid off for more than a continuous period of thirty-six (36) months. Seniority shall not accumulate during any such layoff.

H. **Accrual during Illness or Injury** Company and work unit seniority shall accumulate for new and regular employees during any absence due to illness or injury so long as the employee continues to receive Comprehensive Disability Plan benefits, and the employee shall be eligible to be returned, if qualified, to his or her former job or to a similar position at the then current rate.

I. **Non-Unit Seniority Accrual** Employees who move to supervisory or non-supervisory positions outside of the bargaining unit shall not accumulate work unit seniority while occupying such supervisory or non-supervisory positions. Such employees may request to be assigned, if qualified, to a classification in the working unit which they formerly held. Such transfers shall be with previously accumulated seniority and all the terms and provisions of this Agreement shall apply while they are assigned to any job classification in the bargaining unit. However, such accumulated seniority may not be used to bid into any vacancy until they have been reassigned back into the work unit for a one (1) year period. Such transfers into the bargaining unit will be effected without the necessity of posting job vacancies. A job award, however, will be posted at the time the assignment is made.

J. **Temporary Work Unit Transfers** Employees who are transferred to temporary positions outside of the work unit shall accumulate work unit seniority in their regular work unit while occupying such temporary positions. In the event any of the aforementioned employees are returned to classifications within the work unit, they shall be assigned, if qualified, the classification in the work unit they formerly held,

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with their accumulated seniority; and all of the terms and provisions of this Agreement shall apply to them while they are assigned to any job classification in the work unit.

K.1. **Temporary Employees and Upgrades** Except as provided in paragraph 2 below a temporary position shall be construed to mean any position or assignment which is not expected to continue more than ninety (90) calendar days; however, if it is necessary, such time may be extended with the approval of the parties hereto.

2. In the case of temporary employees, they may be employed for up to nine (9) months, and in the case of temporary upgrades, employees may be assigned an upgrade for up to nine (9) months. However, if it is necessary, such time may be extended with the approval of the parties hereto.

The following will apply to temporary employees who have been terminated and are hired as new employees:

a. If an employee is hired full time within one year from the conclusion of the employee's last temporary employment period, the employee's seniority will be adjusted to include all temporary employment periods retroactively for one year from the in-service date as a full-time employee.

b. For an employee whose rehire date is more than one year from the date the employee's last temporary employment is terminated, seniority will not be adjusted.

L. **Contingency Workers** Notwithstanding Section K above and separate from the direct employment of temporary employees, the Company maintains the right to utilize non-employee contingency workers obtained through a third-party agency. Except where otherwise permitted by this Agreement, the Company will not utilize persons contracted through an agency to perform work in bargaining unit positions for other than short periods of time where current internal staffing is inadequate to meet business needs. In no event shall these persons be utilized to fill union-represented positions for more than ninety (90) consecutive calendar days and shall not be reutilized absent a break in service equal to at least thirty (30) calendar days unless either such time period has been extended by mutual agreement of the parties.

M. **Seniority Lists** Each quarter, the Company shall furnish the Union with an electronic copy of lists showing the Company and work unit seniority of each employee in the work units covered by this Agreement. The Company will also post said seniority lists on all Company bulletin boards. Any protest in seniority lists must be made within sixty (60) calendar days from date such lists are furnished to the Union or said lists will stand as corrected for the duration of the Agreement, unless the parties agree otherwise.

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Article VIII
Waivers

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent for any further waiver of such breach or condition.

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Article IX
Working Hours, Overtime, Holidays and Safety

A. 1. Forty (40) hours shall constitute a regular week's work. A regular week's work shall be performed on five (5) consecutive days which shall be normally Monday to Friday, inclusive, except that regularly scheduled shifts may be instituted to such extent and at such hours as may be required in the Company operations and it is understood that such regularly scheduled shifts may be instituted regardless of the special departmental provisions of this Agreement; except that:

a. Where employees so request, the Company may permit such employees to work more than five (5) consecutive days without overtime pay for the purpose of accumulating their days off, if the same be back-to-back work weeks.

b. The five (5) work days need not be consecutive if the sequence of work days be interrupted by regular shift rotation or by shift changes mutually agreed upon by employees for their convenience.

2. When an employee is scheduled for a regular days-off period of four (4) days and when such employee has five (5) approved vacation days connected to the four (4) days-off period, such scheduled days-off period shall not be changed. For the purpose of this provision, any combination of holidays and vacation days totaling five (5) will be considered the equivalent of five (5) vacation days.

B. For the purpose of this Agreement, Testboardmen, Substation Operators, Hydro Plant Operators, Steam Plant Operators and Systems Communication Technicians working on a rotating shift basis shall be known as "shift employees."

The schedules for employees on rotating shifts shall be so arranged as to provide that each employee works approximately the same number each of the shifts worked.

C. For shift employees eight (8) consecutive hours shall constitute a regular day's work; their meals to be eaten on Company time. For employees other than shift employees, eight (8) hours constitute the regular day's work which hours shall be consecutive except for time out for meals. Shift changes or regular working schedules shall not be changed solely for the purpose of avoiding overtime payments.

1. Shift employees who are assigned to school classroom training will assume a day shift schedule including a non-paid lunch period.

2. In the Transportation Services Department, employees on fixed shifts (swing or graveyard) may be changed to day shift, with a minimum of 72 hours' notice, for school classroom training, and up to ten (10) days per year for special project assignments. Such assignments shall be for five (5) consecutive days or less.

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Employees assigned pursuant to this section shall not receive overtime compensation for the eight (8) hours worked on the day shift, but shall receive the shift differential applicable to their normal shift.

D. The regular working schedules shall be made up and posted on the Company bulletin boards two (2) weeks in advance of their effective date.

E. The following shall be the basis for payment of the rate of time and one-half the straight time hourly rate of pay for the employees affected, except as provided in Sections F and G of this Article IX:

1. Hours worked in excess of eight (8) in a single day;

2. Hours worked before or after scheduled shift hours;

3. The first work day on a new schedule after transfer from one schedule of working days to another without notification of such transfer at least twenty-four (24) hours in advance of the starting time of the new schedule;

4. The first shift after transfer from one eight (8) hour working shift to another without notification of such transfer at least twenty-four (24) hours in advance of the starting time of the new shift; except when employee's shift is transferred to graveyard shift with less than eight (8) hours' notice in advance of the starting time of the new shift, the first shift after such transfer shall be paid at the rate of two times the straight time hourly rate of pay for the employee affected;

5. Required to work more than one (1) short change in a seven (7) day period. A short change which occurs more than seven (7) days beyond the first short change establishes the beginning of a new seven (7) day period and will not be paid at the premium rate except that if a short change is worked on the seventh day, a short change worked on the eighth day will be paid at the rate of time and one-half the straight time hourly rate. A short change is defined as a transfer from one schedule of working days to another with but eight (8) hours off between shifts;

6. Hours worked on scheduled days off;

7. The overtime rate of time and one-half for hours actually worked is the maximum which may be received under the foregoing provisions of this Section E, even though there may be two or more bases for applying the time and one-half rate to such hours;

8. No overtime compensation shall be paid for any hours worked on a second shift in any twenty-four (24) hour period, which hours are worked as a result of the regular shift rotation or which hours are worked as a result of shift changes or

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changes in days off mutually agreed upon by employees for their convenience. Any changes in days off must be in the same work week.

F. 1. Employees, who are called (other than for prearranged work) outside of their regularly scheduled working hours shall be paid at the double time rate for all hours worked and for travel time in connection therewith except as provided elsewhere in this Section F. The minimum time, including travel time, for which overtime compensation shall be paid under the provisions of this Section shall be two (2) hours at the overtime rate. For the purposes of this Section, additional calls received within the two (2) hour minimum period shall not establish consecutive minimum periods of double time.

For purposes of this Section, employees who are called within two (2) hours immediately preceding their regular scheduled working hours shall be entitled to no more than a minimum of two (2) hours at the double time rate for any time worked within said two (2) hour period. Should the two (2) hour minimum overlap into an employee's regularly scheduled work hours the straight time pay for the regularly scheduled hours shall commence after the close of the two (2) hour minimum period.

Call-out time under this Section shall be computed from the time the call is received when the employee is required to report immediately. Employees called out but not required to report immediately shall receive pay from the time the employee begins to travel in order to report at the required time. Shift employees called within forty-five (45) minutes of the time required to report for work shall be considered to be required to report immediately and shall be paid from the time the call is received.

When employees are working overtime as the result of being called out to perform emergency work, and when such emergency work immediately precedes and extends into the starting time of prearranged overtime, the following shall apply:

a. As long as such emergency work continues they shall be paid the double time rate of pay;

b. If and when the emergency work is completed and such employees start working on the prearranged overtime work, they shall be paid the rate of pay applicable to prearranged work.

2. Employees who are required to work outside of their regular scheduled working hours on a prearranged basis shall be paid at the time and one-half rate for hours worked.

If the employee does not continue to work into his regular work day or if the time worked is not a continuation of his regular work day, the minimum time for which overtime compensation shall be paid under the provisions of this Section shall be

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two (2) hours at the applicable overtime rate.

When scheduled overtime, other than an extension of the regular work day (before or after), is canceled less than eight (8) hours prior to the time the scheduled overtime was to start, the employee shall receive two (2) hours pay at the applicable overtime rate.

3. When time worked under the provisions of this Section fulfills the requirements of Section G of this Article IX, the double time rate will be applied instead of the rate of time and one-half.

4. An employee who is called out during his normal work hours while on vacation will be paid vacation pay for his/her normal work hours on the day that he/she is called. In addition, he/she will be paid double time, travel time, and meals for the call out in accordance with Article IX and XIV of this Agreement.

5. If an employee is sent home on a break and is required to call at the end of such break, the Company will pay a two-hour minimum for a call out if the employee is not required to return to work. If the employee is given the option of calling at the end of the work break and the employee is not required to return to work, then the employee will not be compensated.

G. 1. Employees who, as the result of a call out, work on a job during a days-off period, or which extends into a days-off period, and who are notified while at work on such job to report back for work at a later time during the same days-off period, shall be paid at the double time rate for such time worked on this second assignment. Such assignment, however, is not considered a call out and travel time provisions pertaining to a call out are not applicable but the meal provisions for call outs will apply.

2. Employees shall be paid at the double time rate of pay for all time worked in excess of twelve (12) consecutive hours. Employees who, under the provisions of this clause, would be entitled to pay at the double time rate will not have such right nullified by an interruption of continuous work time of six (6) hours or less. (Any break in continuous work time of more than six (6) hours will be considered to be an interruption of continuous work time.)

Under the provisions of this Section G.2., the employees may be sent home for a specified break (it is understood that employees on any such break may be called back to work) and shall not lose any normal time pay for the regular time which they are required to lose by reason of such break. Meal periods will not be considered as an interruption of continuous work time and will not be considered as work time except when paid for by the Company. The meal period which occurs during employees' regular work hours will be included in the computation of the break period.

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3. Employees who work on a job during the first day off of a days-off period, and who are notified while at work on such a job to report back for work on the second day off, shall be paid at the double time rate for such time worked on this second day off. Such assignments, however, are not considered call outs and travel time provisions pertaining to a call out are not applicable, but the meal provisions for call outs will apply.

4. Employees who work during a non-workdays period (starting at the end of their regular work hours prior to their first day off and continuing until the start of their regular work hours on their first day back) shall receive the double time rate of pay for time worked in excess of eight (8) hours. The double time rate shall remain in effect for all hours worked during the remainder of the days off period, except that, for prearranged overtime work on a subsequent day off, the rate of time and one-half will apply if such work is preceded by a minimum of twelve (12) hours off.

5. The double time rate is the maximum which may be received under these provisions, even though there may be two or more bases for applying the double time rate.

H. Employees reporting for work on normal scheduled working days 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.

The provisions of this Section shall apply only on the employee's regular scheduled work days, except that in those divisions and areas where the extended work week is temporarily in effect, the provisions of this Section shall also apply on the sixth (6th) day.

Seasonal or casual employees on an hourly or daily basis, ordered to report for work, will be credited with at least two (2) hours pay if weather conditions are so unfavorable that the supervisor directs no work be attempted. Two (2) hours at overtime rates shall apply on non-work days.

I. Overtime

Overtime is time worked outside of an employee's regularly scheduled work hours.

1. Overtime shall be divided as equally as practicable among those qualified and available for the work in each classification. Employees shall not be required to take equivalent time off during any regular scheduled work week to compensate for overtime previously worked or to be worked within that work week. Overtime records will be maintained in two separate categories, viz. emergency (call out) or planned (prearranged) work, except in the case of "shift employees" where only one list will be maintained and in those Departments, Divisions or Districts where

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the parties agree that one list will be used. In Districts where the use of one list is determined by a vote of the majority of employees, such employees shall have the option to re-vote annually if they so choose. Overtime totals will be carried on a cumulative or "evergreen" basis and records shall be readily available.

2. When an available and qualified employee is not assigned an overtime assignment to which he is entitled by the provisions of the Agreement, the employee will be reimbursed for the overtime compensation loss he suffered if the overtime was improperly assigned to an employee in another classification or to an employee from another Evergreen overtime list (excluding planned versus emergency lists) thereby making it impossible for the normal application of the Evergreen provisions to provide future opportunities for the employee to make up the overtime lost.

3. Averaging Employees Into An Overtime List

   Employees will be averaged into the list as follows:

   a. "Average" means to divide the total hours worked by the number of employees on each list.

   b. New hires or employees who are moved to a new location or a new classification.

   c. Employees who have been absent or who have been excused from overtime for an acceptable personal reason for ninety consecutive days or more.

J. When conditions of the work require, employees may be temporarily assigned to or employed for work on shifts other than their normal shifts for a particular job at straight time rates for eight (8) hour periods other than specified, provided the assignment shall continue for at least eight (8) consecutive days. Special shifts for a shorter period than eight (8) consecutive days shall be subject to the overtime rules. For employees under such conditions, eight (8) consecutive hours shall constitute a regular day's work, their meals to be eaten on Company time. No work shall be performed under these conditions which can reasonably be done during regular working hours with due regard for the requirement of public service.

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K. Holidays

1. Company Holidays

The following holidays are observed by the Company:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday in November)
Thanksgiving Friday (The day after Thanksgiving)
Christmas Day (December 25)

2. Personal Holiday

a. In addition to the above holidays, each employee shall be eligible for one (1) additional holiday which shall be selected by the employee from the following five (5) days:

Easter
Cesar Chavez Day (April 23)
Columbus Day (2nd Monday in October)
Christmas Eve (December 24)
New Year's Eve (December 31)

b. Employees must designate which holiday they elect to take on or before January 1 of each year. New hires or transfers into the bargaining unit will have thirty (30) days in which to make their designation for that calendar year.

c. Employees may not be denied, nor required to work on, the personal holiday which they select, except rotating shift operators may be required to work if necessary to man the shift.

d. Observing the Personal Holiday

1) In the event more than ¾ of the employees in a classification at a work location elect to observe the same personal holiday (on the same day), supervision may have the least senior employee(s) in the classification select a different personal holiday, provided they notify the affected employees by January 10. The affected employees must make their selection of their alternate holiday on or before January 31 of each year, except in the case of a new employee (new hire, job bidder or transferee). In the case of new employees who must select an

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alternate holiday, the selection must be made within 30 days or less of their arrival.

2) Up to 50% of the employees (of the ¾) may opt to observe the holiday before or after the Company holiday. If the employee would observe the holiday before the Company holiday, then he/she may opt to take the Personal Holiday after the Company holiday and vice-versa. If more than 50% of the employees wish to take advantage of this option, supervison may permit the most senior employees (using Company seniority) to have their choice.

e. The Company agrees that it will not require employees to work on their designated personal holidays. In the event the Company breaches this agreement, as a penalty, the Company agrees to pay each affected employee the amount of $1500 in addition to normal holiday pay, subject to normal withholding requirements.

3. Floating Holiday

In addition to the aforementioned holidays, a new normal employee with less than six months service shall be eligible for one (1) floating holiday. New normal employees hired on/after November 1 will have the option, and will not be required to**,** carryover the floating holiday into the next calendar year. A regular employee with six months or more of service shall be eligible for two (2) floating holidays. The granting of such request shall be governed by Article XI, Section H. An employee is entitled to take a floating holiday as a birthday holiday, if the employee so elects, provided the employee schedules it at the time the employee schedules his or her vacation.

4. Regular Days Off or Temporary Base Assignments

a. When any of the aforementioned holidays falls on an employee's second day off in the work week or on another holiday, the following regularly scheduled work day shall be observed as the holiday.

b. When any of the aforementioned holidays falls on an employee's first day off in the work week, the previous regularly scheduled work day shall be observed as the holiday.

c. When a holiday occurs while employees are assigned to a temporary base, if the majority of employees on a crew elect, with the approval of supervision, the crew may work the holiday at the double time rate of pay.

5. General Provisions

a. An employee on a monthly rate of pay who is required to work on the day which the employee is scheduled to observe as the holiday shall be paid eight

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(8) hours pay at this straight time hourly rate, plus the double time hourly rate for each hour actually worked on such a day.

b. An employee on a monthly rate of pay who does not work on the day which the employee is scheduled to observe as the holiday shall be paid eight (8) hours pay at their straight time hourly rate.

c. An employee on a daily or hourly rate of pay who is required to work on a holiday shall be paid at the double time hourly rate of pay for all hours worked on such holidays. Such employees are not entitled to pay for holidays not worked.

d. Shift Workers

1) If a shift employee works on an observed holiday on a regularly scheduled shift, the employee may, in lieu of receiving the double time hourly rate for each eight (8) hour shift actually worked, elect to have equivalent time off added to the employee's vacation and work the holiday shift at straight time.

2) An employee must notify his or her supervisor on or before December 31 of his or her desire to exercise this provision during the following year.

e. Non Shift Workers

1) If a non-shift employee working a rotating days off schedule is scheduled to work on an observed holiday on a regularly scheduled shift, the employee may in lieu of receiving the double time rate for each eight (8) hour shift actually worked, elect at the time to have equivalent time off added to the employee's vacation and work the holiday at straight time.

2) Only those employees as determined by supervision to be required for operation and maintenance will be scheduled to work on an observed holiday.

f. An employee may not exercise the provisions of paragraphs d.1 and e.1 above in those years in which the employee receives added vacation under the provisions of Article XI.B.3.

g. Holidays added to vacations will be treated in accordance with applicable provisions of Article XI. They may be taken at any time during the calendar year before or after the holiday occurs in accordance with Article XI, Section H.

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h. If an employee has not used the personal holiday or floating holiday prior to terminating his or her employment with the Company, whether by quitting, discharge, military leave, layoff or retirement, he or she shall receive such personal or floating holiday pay in lieu of personal or floating holiday time off calculated and delivered in accordance with applicable federal and state laws.

L. Standby assignments may be established at management's discretion and in accordance to Section I of this Article. Employees who are assigned to a standby assignment must remain available and fit for duty. Employees on a standby assignment will be paid three (3) hours at the double time rate of pay covering all non-working hours in a twenty-four (24) hour period, even if the employees are not ultimately called out to work. If the employees are called out, they will be paid for all hours worked at the double time rate in addition to the three (3) hours of double time pay for being on standby.

The three (3) hours of double time pay per standby assignment are not, and shall not be considered as, hours worked by the employee.

Except when placed on a standby assignment, employees shall not be required to be on call, provided, however, that an employee may volunteer to be available for duty in case of emergency.

M. If the Company changes or modifies working schedules in a manner which the Union considers arbitrary or unnecessary, the decision of the Company shall stand, but the matter may be submitted to the grievance procedure and to final and binding arbitration as provided for in this Agreement.

N. 1. Only journeymen electrical workers or 3rd year apprentices (under continuous supervision or instruction of a journeyman electrical worker) shall be assigned to work on lines or equipment energized in excess of 600 volts.

2. The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual with regard to the prevention of accidents.

3. The Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. The Union's Safety Committee may submit suggestions to the Company concerning the revision and enforcement of safety rules.

O.There shall be a minimum of two (2) employees (one (1) of whom shall be a journeyman) on all transmission patrols, except one (1) journeyman or one (1) Utility Lineman can be utilized on routine transmission patrols during regular working hours.

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P. **Safety Equipment**

1. **Safety Shoes:** Commencing **January 1, 2019**, the Company will provide up to **$160** allowance annually for the purchase of one pair of safety shoes for each eligible bargaining unit employee. Such shoes are limited to shoes specifically related to and required by the employee's current position. Individual or group employee eligibility for the safety shoe allowance will be determined by the applicable division manager or his/her authorized representative(s). This allowance will be provided by a reimbursement process or payment system developed by the Company and items purchased must meet Company safety standards.

2. **Climbing and Safety Tools and Equipment:** Commencing **January 1, 2018**, the Company will provide employees working in the classifications listed below an initial allowance of up to **$775** for approved and required "Climbing and Safety Tools and Equipment." The initial allowance shall be provided upon hire or bid into one of the listed classifications An additional allowance of $100 will be provided each year up to a cap of **$775**. The Climbing and Safety Tools and Equipment allowance must be utilized to obtain and maintain climbing belts and gaffs and other specific job-related hand tools or safety equipment specified by the applicable Division Manager or his/her authorized representative(s). Provided an employee maintains his/her required equipment in a safe suitable condition, he/she may also utilize the bank for other personal safety and job related equipment specified by the Company for his/her position. This allowance will be provided by a reimbursement process or payment system developed by the Company and items purchased must meet Company safety standards.

   The following classifications shall be eligible for the Climbing and Safety Tools and Equipment allowance provided for above:

Work Unit	Job Code	Job Title
Catalina	9660	Foreman, ICE Technician
	9614	Lineman
	9607	Lineman, Apprentice
	9080	Mechanic, Apprentice Water & Gas Operator
	9661	Technician, Instrument Control & Electrical
CFF	9370	Electrician, Apprentice Construction
	9400	Electrician, Construction
	9475	Foreman, Cable
	9658	Foreman, Working Structural Mechanic
	9545	Helper Electrician Construction
	9754	Laborer
	9655	Mechanic Structural
	9108	Mechanic, Apprentice Structural
	9862	Splicer, Apprentice Cable
	9861	Splicer, Apprentice Construction Cable
	9866	Splicer, Cable
	9867	Splicer, Construction Cable

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DBU	9476	Foreman, Distribution Apparatus
	9481	Foreman, Electrical Crew
	9473	Foreman, Training Crew
	9528	Groundman
	9611	Lineman, Journeyman
	9606	Lineman, Utility
	9754	Laborer
	9605	Lineman, Apprentice
	9870	Splicer, Senior Cable
	9927	Technician, Distribution Apparatus
	9509	Troubleman Training Foreman
Hydro	6408	Foreman, Hydro Electrical & Instrument Control Technician
	9754	Laborer
	6405	Technician, Hydro Apprentice Electrician & Instrument & Control
	6404	Technician, Hydro Electrician & Instrument Control
SSID	9235	Foreman, Transformer Specialist
	9754	Laborer
	9811	Repairer, Tool & Equipment
	9812	Specialist, Transformer 1
	9829	Specialist, Transformer 2
	9947	Technician, Electrical Apparatus Test
	9948	Technician, Electrical Apparatus Test A
	9548	Transformer, Helper
Steam	6409	Apprentice, Technician Instrument Control & Electrical Mechanic
	9754	Laborer
	6410	Mechanic, Apprentice Machinist
	6411	Mechanic, Apprentice Operator
	8733	Mechanic, Machinist
	8731	Mechanic, Operator
	8732	Technician, Instrument Control & Electrical
Trans/Sub	9390	Electrician, Battery
	9360	Electrician, Apprentice Battery
	9344	Electrician, Substation
	9482	Foreman, Electrical Crew
	9235	Foreman, Transformer Specialist
	9528	Groundman
	9611	Lineman, Journeyman
	9606	Lineman, Utility
	9754	Laborer
	8763	Operator, Substation
	9796	Patrolman, Senior
	9812	Specialist, Transformer 1
	9829	Specialist, Transformer 2
	9863	Splicer, Apprentice Substation Cable
	9865	Splicer, Apprentice Transmission Cable
	9871	Splicer, Substation Cable

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	9877	Splicer, Transmission Cable
	9351	Substation Electrician, Apprentice
	9947	Technician, Electrical Apparatus Test
	9948	Technician, Electrical Apparatus Test A
IT	9754	Laborer
TSD	9766	Technician, Junior
	9767	Technician
	9768	Technician, Lead

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Article X
Leaves of Absence

A. Time off without pay for any period of thirty (30) calendar days or less may be granted any employee upon written or oral application addressed to the employee's supervisor showing good and sufficient reason for such request. This shall not be construed as a "leave of absence without pay" as that term is used in this Agreement. A "leave of absence without pay" is defined as any period of authorized absence from service in excess of thirty (30) calendar days.

B. A "leave of absence without pay" not to exceed a period of six (6) months except as provided in Sections A and D of Article X, may be granted to an employee after three (3) years of "continuous and active service with the Company" as defined in Article XI--Vacations, Section E, upon written request, addressed to the employee's supervisor showing good and sufficient reason therefore.

C. An employee with five (5) or more years of active and continuous service with the Company may be given an extension of a leave of absence upon written request addressed to the employee's supervisor showing good and sufficient reason therefore, but in no event shall an extension be granted for a period which extends the total leave of absence and any extension thereof beyond a period of one (1) year, except as provided in Section D of Article X.

D. An employee's election or appointment to accept a full-time position with the Local Union shall be considered good and sufficient reason for obtaining a leave of absence without pay upon written request from the Business Manager of the Local Union to the Manager of Labor Relations for a period not to exceed six (6) years, it being understood that not more than five (5) employees at one time will be granted such a leave of absence without pay to accept such full-time positions with the Union, and that such employees shall have completed at least three (3) consecutive years of continuous and active service with the Company. Employees granted leaves under Section D shall continue to accrue work unit seniority while on such leaves.

E. The Company shall require each employee taking a leave of absence without pay to submit to a medical examination at the beginning of the leave of absence; and before reinstatement the employee must, by another medical examination, establish the fact that the employee's physical condition has not changed for the worse during the leave of absence, and that the employee is qualified mentally and physically to resume the employee's duties. Upon return from an authorized leave of absence without pay, an employee shall be reinstated to the employee's former job classification at the current rate of pay of that classification with the seniority the employee had accumulated to the date such leave began, provided the employee is physically and mentally competent to perform the duties of such classification, and the employee's seniority standing under the provisions of Article VII of this Agreement entitles the employee to reinstatement to the former job classification.

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F. Any employee who accepts gainful occupation (except as set forth in Section D of this Article) while on leave of absence without pay for any period of time automatically terminates his or her employment, except that, upon approval, part-time employment while on leave as a full-time student studying a subject relative to the Company's operations shall be permitted.

G. Officers and a reasonable number of representatives of the Union who are employees of the Company and employees who have been selected by the Union as its representatives shall be granted time off without pay not to exceed thirty (30) calendar days to take care of Union business, provided that reasonable notice is given the Company.

1. Reasonable Notice: The Union will continue to bear any added costs the Company may incur by replacing the employee on shift when less than 48 hours of written notice is given.

2. Absences: Employees who are absent from work at the Union's request under Article X.G for short, intermittent periods of time of fifteen days or less, shall be paid by the Company at their regular classification straight time rate for up to eight hours per day. Such payment shall be advanced as Union wages but will be considered as Company wages paid for the purpose of computing employees' base earnings for employee benefits.

H. Any employee on leave of absence is entitled to no rights, privileges or benefits under the terms and provisions of this Agreement except the right to be reinstated to the employee's former classification at the current rate of pay at the time the employee returns from the leave of absence, provided the employee is mentally and physically capable of performing the duties of such classification.

I. Any employee of the Company covered by this Agreement who enters the armed services, under the Selective Service Program, or any other authority now or hereafter established by the Federal or State Government, shall automatically be given a leave of absence and shall accumulate full seniority rights.

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Article XI
Vacations

A. Each employee who has been in continuous and active service with the Company as hereinafter defined in Section E shall accumulate vacation credit in accordance with the following schedule:

Completed Yrs. of Continuous and Active Service	Number of Vacation Hours
1-4	80
5	88
6	104
7-11	120
12	128
13	136
14	144
15	152
16-20	160
21	168
22	176
23	184
24	192
25	200
26	208
27-29	216
30-31	224
32 and over	240

Vacation accrues on a daily pro rata basis throughout the calendar year.

B. **Vacation Uses**

1. An employee may take his or her vacation any time during the calendar year in which such vacation credit is established.

2. The Company may, due to operating conditions, rearrange vacation schedules.In no event shall an employee be deprived of his or her vacation due to operating conditions.

3. Vacation Banking

   a. Any vacation hours that are not used by December 31 are automatically banked to the following year.

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b. The number of hours banked plus the amount of hours scheduled to accrue in the following year cannot be more than twice the amount of hours scheduled to accrue in the following year.

c. Employees shall have a maximum accrual limit of two (2) times their annual maximum accruable hours. Employees who allow their vacation accrual to reach the maximum accrual limit will not continue to accrue vacation until their vacation balance falls below their maximum accrual limit.

4. Vacation Buying

a. Full-time employees with less than 16 years of service may buy from one to five days (in eight hour increments) each year provided the number of vacation days bought and accrued does not exceed 20 vacation days.

b. Once a vacation buying option is selected, the option cannot be changed until the next plan year.

c. Bought vacation is taken after all other vacation is used.

d. Unused bought vacation hours cannot be banked.

e. If all bought vacation hours are not used by the last pay period of the year, employees will automatically receive payment for the unused bought hours prior to December 31.

5. Vacation Donation

Employees may donate up to 16 hours of accrued vacation time for another employee who has exhausted all paid time off options and who has to use time off without pay in order to be with or to care for a sick or injured immediate family member as defined in Article XII.D.3 of this Agreement.

C. Leaves of absence shall not affect the adjusted in-service date for vacation purposes. Vacation accruals shall be suspended during any absence exceeding an employee's Comprehensive Disability Plan benefit period and shall resume once the employee returns to work.

D. Vacation pay will be credited at the straight-time hourly rate of pay the employee is receiving in his or her permanent job classification at the time the employee starts his or her vacation leave.

E. The expression "continuous and active service with the Company" when used in this Agreement as a condition for qualification for vacations with pay as provided in Article XI or leaves of absence as provided in Article X of this Agreement, shall

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mean continuous employment by the Southern California Edison Company, or any predecessor thereof. In computing an employee's period of continuous and active service with the Company for purposes of determining leaves of absence rights, the time off during any leave of absence without pay shall be deducted from the total length of his or her employment with the Company or any of its predecessors. However, in computing an employee's period of continuous and active service for purposes of determining vacation rights, any previous period of regular employment with the Company shall be included after a reemployment period of one (1) year. Time off as a result of an illness or injury during which the employee continues to receive Comprehensive Disability Plan benefits shall be considered as "continuous and active service with the Company."

F. If an employee has accrued vacation and has not taken same prior to terminating his or her employment with the Company, whether by quitting, discharge, military leave, layoff or retirement, he or she shall receive such vacation pay in lieu of vacation time off calculated and delivered in accordance with applicable federal and state laws.

G. When a Company Holiday is observed, as provided in Article IX, Section K, during the period of an employee's vacation, such day shall be considered as a Holiday and paid for as such, and that day will not be counted as a vacation day.

H. The time of taking a vacation shall be arranged by the Company after consulting with the employee as to his or her preference. The number of employees who will be permitted to take vacations simultaneously will be determined by the Company.

I. In the event an employee cannot take his or her vacation in the year it is scheduled because of illness, accident or jury duty, such vacation shall be taken within the first three (3) months of the employee's return to work. Such rescheduled vacation shall not exceed one (1) year's vacation entitlement.

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Article XII
Wages

A. Attached hereto and marked Exhibit A is a list of the job classifications covered by this Agreement and the straight time hourly rate of pay which shall be effective for each job classification during the term of this Agreement.

B. 1. Each employee shall be assigned to his or her appropriate job classification and shall receive the rate of pay of that classification when performing the duties. However when an employee is temporarily assigned to work in a higher rated job classification, he or she shall receive at least the minimum rate of pay for that higher rated classification as set forth in Exhibit A for such higher rated classification if it is greater than his or her regular wage rate for all time worked at the upgraded rate.

2. If an employee is temporarily assigned to perform work of a lower rated job classification, his or her rate of pay shall not be changed. Such temporary assignments of work shall be made at the discretion of the Company. If an employee's job classification is changed, he or she will receive written notice of such change and the effective date thereof.

3. When an available and qualified employee is not assigned an upgrade to which he or she is entitled by the provisions of the Agreement, the employee will be reimbursed for the compensation loss he or she suffered as a result of not being assigned only if the upgrade was improperly assigned to another employee.

4. When a Company observed Holiday occurs during a period of temporary assignment of an employee to a higher job classification, such employee shall be paid for such Holiday at the rate applicable to the higher job classification. If such Holiday occurs on the day immediately preceding the first day actually worked in the higher job classification or upon the day immediately following the last day actually worked in the higher job classification, such employee shall be paid for such Holiday at the rate applicable to his or her permanent job classification at the time of his or her temporary assignment.

5. When two or more Lead Technicians, Carpenters, Communication Technicians, Meter Technician 5, Electrical Apparatus Technicians, Maintenance Mechanics, Painters, or Rough Carpenters receiving the same rate of pay are working together on a job and one of such employees is assigned the responsibility of the job, he or she shall receive a differential of $2.20 per hour. Nothing shall require the Company to assign such responsibility.

6. When two or more Technicians, Transformer Specialist 2, Motor/Generator Specialist 2, Electricians, General Heavy Equipment Operators, Linemen, Machinists, Senior Cable Splicers, Substation Cable Splicers, Transmission Cable

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Splicers, or Welders are assigned by the Foreman to work together on a job which the Foreman has determined requires supervision which he or she cannot effectively provide, one of such employees shall be assigned the responsibility of the job and shall receive a differential of $2.20 per hour. Past practice with regard to upgrades to Foreman and Leadman will not be changed.

7. When an employee is assigned the responsibility for the material prefabrication activity in the Distribution Business Unit, he or she shall receive a rate of pay no less than that of a 5th Step Apprentice Lineman.

8. When an employee is assigned the responsibility for the prefabrication activity in the Distribution Business Unit, and in connection therewith directs the work of two (2) or more employees he or she shall receive a rate of pay no less than that of a 6th Step Apprentice Lineman. There shall be no upgrade when an employee is receiving total wages (from all sources) equal to or greater than that of a 6th Step Apprentice Lineman.

C. **Upgrades to Foreman**

During the absence from the job of a Foreman due to days off, vacation, sickness, or similar reasons, the next ranking employee in the crew with the ability and qualifications shall be upgraded to such position and receive minimum pay therefore; except where relief for such Foreman is provided in the next ranking employee's rate.

1. **Upgrade Assignment of One Day or Less in Distribution Business Unit or Transmission/Substation**

   When a Foreman in the Distribution Business Unit or Transmission/Substation Division is expected to be absent from the job one (1) day or less due to days off, vacation, sickness, or similar reasons, the senior available journeyman on the crew with the ability and qualifications shall be upgraded to such position. All upgrades will receive the minimum pay therefore in accordance with Section B of Article XII except where relief for such Foreman is provided in the next ranking employee's rate.

2. **Upgrades of More Than One (1) Day**

   a. **Patrol Crews, Light Insulator Washer Crews, Road and Right of Way Crews**

      When a Foreman on a Patrol Crew or Light Insulator Washer Crew is expected to be absent from the Crew more than one (1) day, the senior available journeyman with the ability and qualifications shall be upgraded to such position. When a Supervisor on a Road and Right of Way Crew is absent, the Heavy Equipment Operator on the crew with the ability and qualifications shall be upgraded to such position.

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b. **For Crews Using the Shadow System**
The shadow system uses a designated person (not necessarily the senior qualified person on the crew) to relieve a specific foreman by name when that foreman is expected to be absent for more than one (1) day.

1). Shadow Crews

Distribution Business Unit or Transmission/Substation Division Crews, except those covered in a. above.

Included are: CFF Cable Crews, Electrical Crews, T/S Line Crews (Heavy Insulator Washer), Maintenance Crews (Heavy Insulator Washer), Light Construction Crews, and Underground Crews.

2) Shadow Procedure

The senior journeymen, Senior Patrolmen, or Electrical Crew Foremen with the ability and qualifications at the established base equal in number to the crews covered in this paragraph at such base will be assigned as a shadow for relief purposes on the basis of one such shadow to relieve each Foreman by name.

In the absence of such Foreman for more than one (1) day the designated shadow will receive the upgrade. Where said shadow is not available for more than one (1) day and an assigned Subforeman or unassigned Foreman is not available, the senior journeyman available with ability and qualifications will receive the upgrade.

3. **Temporary Base Assignments**

When any of the Crews referred to in Article XII C. 1 or 2 are working at a temporary base, the senior qualified journeyman on the Crew will be upgraded in the absence of the Foreman.

D. **Time off for Jury Duty, Funeral Leave and Family Care**

1. **Jury Duty** No employee who is compelled to do jury duty shall lose any pay for the regular work time which he is compelled to lose by reason of said jury duty. An employee assigned to swing or graveyard shift who is required to report for jury duty for two (2) or more consecutive days will be rescheduled to a day shift for the duration of the jury assignment. An employee assigned to work other than a regular five (5) day work schedule (Monday-Friday) who is required to report for jury duty for two (2) or more consecutive days will be rescheduled to a regular five (5) day work schedule for the duration of the jury assignment, commencing on the Monday following the two (2) consecutive days of jury duty.

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Employees who are summoned to jury duty must present the summons to the Company as soon as it is received so that arrangements can be made to accommodate the employee's absence.

Employees are required to submit proof of participation in jury duty upon completion of service.

2. **Funeral Leave** In the event of a death in the immediate family of a regular employee, time off with pay as necessary may be allowed with the approval of supervision to make arrangements for and attend the funeral, but such paid time off shall not exceed three (3) working days. Immediate family for this purpose consists of spouse, child, step-child, grandchild, parent, step-parent, employee's grandparents (but not spouse's grandparents), brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts and uncles (excluding spouse's/reg. partner's aunts and uncles) of an employee.

3. **Family Care** In the event of illness in the immediate family of a regular employee, the employee shall be entitled to use up to one half of their available annual sick leave entitlement to care for that immediate family member. Immediate family is defined and limited, to spouse, child, step-child, **grandchild,** parent, step-parent, employee's grandparents (but not spouse's grandparents),brother, sister, step-brother, step-sister, mother-in-law, or father-in-law.

E. **Pay Days** Pay days shall be bi-weekly on Fridays. If circumstances warrant a change, such change will be made upon agreement of the parties. If a holiday falls on pay day Friday, the following Monday may be pay day. For those employees who voluntarily elect to participate in the Automatic Payroll Deposit Program, it is understood that should there be a Company or bank holiday during the pay week, such employees' drafts will not be deposited to their accounts until the following work day; Saturdays, Sundays and holidays excepted.

F. **Shift Premiums** All eight (8) hour work periods, regularly scheduled to begin at 11:00 a.m. or thereafter, but before 8:30 p.m. shall be designated as swing shift. All eight (8) hour work periods, regularly scheduled to begin at 8:30 p.m. or thereafter, but before 4:00 a.m., shall be designated as graveyard shift. A premium of $1.97 per hour shall be paid for work performed in the swing shift and a premium of $2.20 per hour shall be paid for work performed in the graveyard shift.

The shift premium, if any, which is payable for an employee's regularly scheduled hours of work, shall be paid for any time worked by the employee immediately preceding or following the employee's regular hours of work and continuing into or from such regular hours of work as an extension thereof.

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When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium. Shift premium shall be payable only for hours actually worked and shall not be paid for non-work time, such as Holidays, sick leave, vacations, etc., except:

1. Employees that work on a fixed swing or graveyard shift shall be paid shift differential for their regularly scheduled work hours on Holidays and vacations.

   Shift premium shall not be payable for time worked on a shift for which an overtime premium is paid under Article IX, Section J.

G. **Electric Bill Discount** A twenty five (25) percent discount on the domestic electric bill for regular employees served from Edison lines will be allowed in accordance with the applicable tariff schedule filed with the California Public Utilities Commission.

In addition, all regular employees whose established base is Auberry, Eldorado or Magunden Substations, Big Creek or K. R. No 1 Powerhouses and whose residence is not served from Edison lines will receive an amount equivalent to twenty five (25) percent of their domestic electric bill. Eligibility for such payment will be determined on the same basis as provided for in the tariff schedule referred to above which would be applicable if the employee were served from Edison lines except for the references to territory.

H. Award Limits

Employees may be given up to $500 per year for non-safety awards and up to $1,000 per year for safety awards.

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Article XIII
Bulletin Boards

A. The Union may use one-half of the Company's regular bulletin boards, and the Company shall indicate thereon the portion of each bulletin board which shall be reserved for use by the Union. The Company will erect additional bulletin boards in any location where existing bulletin boards are inadequate. Official notices of Local Union and Unit meetings, and the results thereof, elections, and the results thereof, appointments and recreational and social activities of the Local Union and Units may be posted on such bulletin boards. Bulletin board notices of other similar matters may be posted on such boards upon receiving consent of the Company. There shall be no other distribution or posting by employees or Union representatives of notices, pamphlets, advertising or political matter or any other kind of literature upon any other Company property, except with the written consent of the Company, provided, however, that nothing herein shall be construed to prohibit Union solicitation on Company property by an employee outside of working hours.

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Article XIV
Board, Lodging, Transportation and Travel Time

A. **Time and Mileage**

1. Except as provided in Section B of this Article XIV, each employee shall be assigned to an established working base. When an employee is assigned to a job away from his working base, the employee will be allowed traveling time to and from the job. With the approval of the Supervisor, an employee may elect to report directly to the job instead of to the employee's established working base, in which event the employee will be allowed the equivalent of travel time between the working base and the job, and the employee must furnish their own transportation from their home to the job.

2. If an employee is requested to and does use his or her personally owned car in lieu of Company transportation for the purpose of transporting one or more employees from the established working base to the job and return, or to a temporary working base and return, the employee will be granted a mileage allowance in addition to their travel time.

3. If an employee has used his or her personally owned car to transport one or more employees to the temporary working base, and no Company transportation is provided at the temporary working base, the employee will be granted a mileage allowance for transporting one or more employees between the authorized place of lodging and the job and for any other authorized mileage incurred while on the temporary assignment.

4. For personally owned automobiles operated on a contractual agreement with the Company or by special approval, the employee would be reimbursed for Company mileage at the established IRS guideline rate.

B. Job Site Reporting

1. Employees may be required to report directly to an alternate work location within forty (40) road miles of the employee's established work base on their own time and transportation and will receive $35.00 per day.

2. The alternate work location may be another established work base, the job site, or a staging area in close proximity to the actual job site.

3. When employees are called out, they may be instructed to report directly to the job site or reporting location. Their travel time will be paid by the Company.

4. Reporting to an alternate work location will be based on reasonable business

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needs with due consideration to minimizing the impact on employees. Hardships will be considered by supervision on a case-by-case basis.

5. It is not the Company's intention to require an employee to report to an alternate work location under this section when geographical limitations or conditions would impose an unreasonable burden.

6. The Company will provide as much notice to employees as is reasonably practicable in making assignments, but no later than the end of the work period preceding the assignment. Employees will be paid time and mileage for the first day of the assignment only if appropriate notice is not given.

7. The minimum assignment is one day.

8. Maximum Duration of Assignments

   a. Employees may not be assigned to an alternate bid location within their work unit for a period greater than six months.

   b. Employees who are assigned to an alternate bid location as defined above, for a period greater than six months, will be compensated in accordance with the provision of Article XIV, Sections A and /or C after the six-month period.

9. For employees in TSD, CSBL, SSID and Information Technology, the Company will request volunteers from those who are qualified and available before making assignments. The Company retains the right to make assignments.

10. For employees in DBU, Hydro, and T/S, assignments will be made from those who are available and qualified.

11. Monthly Island Travel Allowance (Catalina Only)

1/01/2023 – 12/31/2023	$1750
1/01/2024 – 12/31/2024	$1775
1/01/2025 – 12/31/2025	$1800

C. Temporary Base Provisions

1. Employees who are assigned to a temporary base at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of residence shall be allowed reasonable personal expense for board and lodging for the duration of such assignment, provided they board and lodge at places designated by the Company. The time spent by such employees in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid for by the Company.

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2. The Company will provide single rooms for all employees who are entitled to Company lodging while on a temporary base assignment, except that the Company may provide double rooms: a) if a sufficient number of rooms are not available within a reasonable distance of the temporary base; b) on emergency jobs where employees are working around the clock and are only using the room for sleeping; or c) when employees volunteer to go to a function where only double rooms are available.

3. Employees shall report directly to the job on their own time if the job is no greater than twenty five (25) miles from the temporary base. Temporary base for this purpose is defined as the motel designated by the Company.

4. If on their non-work days (days off) any such employees remain at the temporary base, their expense for board and lodging on such days shall be paid by the Company, but if they go elsewhere for their personal convenience, the Company shall not reimburse them for any expense they incur thereby.

5. If any such employees elect to return to their homes during any days off period, such employees will be granted a flat allowance of **$32.50** for their return home and **$32.50** for their return from home to the job, this allowance not to exceed a total of **$65.00** during any days-off period.

6. In addition, the Company at its option, may: (1) allow them the equivalent of any saving it realizes on their board and lodging costs, or (2) reimburse them for the expense of round-trip transportation by public carrier, or (3) provide round-trip transportation by Company vehicle, or (4) reimburse them for round-trip mileage in accordance with the provisions of Article XIV, Section A. Any such travel time to and from their homes will not be considered as time worked. In the event that any such employees board and lodge at a Company boarding house, the allowance which may be made by reason of the saving in board and lodging cost will be based on the established charge to employees who regularly board and lodge at such boarding house.

7. If an employee is assigned to a temporary base where the Company furnishes board and lodging, the employees who elect to travel to and from their home in lieu of accepting board and lodging and who furnish their own transportation to and from their home will be given an expense allowance of **$65.00 a day** and such employee shall report to the job in accordance with the scheduled working hours for that job.

8. Employees who are assigned to a temporary base shall be eligible to be returned to their established headquarters as follows:

   a. Where the temporary base is more than 200 miles from the established base, every third weekend during the term of the temporary assignment;

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b. Where the temporary base is not more than 200 miles from the established base, every fourth weekend during the term of the temporary assignment.

The time spent by such employees in traveling to their established base and returning to the temporary base on such weekends shall be paid for by the Company. For the purposes of this paragraph the period of temporary assignment ends when such employees are returned to their established base, overnight, for any reason.

9. Employees assigned to a temporary working base may elect to provide their own lodging in lieu of accepting lodging furnished by the Company. In such instances they will be paid in the amount of **$65.00** per night. Transportation will be provided only to and from the lodging designated by the Company.

10. In the event any employees assigned to a temporary base return home on their days-off period per Article XIV.C.5, they will be considered available for emergency call out while at their established base if the employees volunteer in writing one (1) day before their days-off period. Emergency call outs of employees who have volunteered to be available during their days-off period will not constitute a break in the temporary base assignment.

11. Employees who are assigned to a temporary base who plan to return home on their days-off period per Article XIV.C.5 will be considered available for planned overtime assignments while at their established base if the employees volunteer in writing by the end of the normal workday on the Monday preceding their days-off period. Working such planned overtime assignments during days-off periods will not constitute a break in the temporary base assignment.

D. Meal Periods

1. When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal, if one can be provided, such meals, and the time necessary therefore shall be at Company expense. When such emergency overtime continues into normal time hours and there are three (3) hours or more between the end of the last meal period and the start of the normal time hours, the employees shall be eligible for an additional meal on Company time and at Company expense, notwithstanding the other provisions of this Section.

If an employee is called out for emergency work one (1) hour or more before his or her scheduled work hours on a scheduled work day and continues to work into his or her regular scheduled work hours and does not have an opportunity to eat a meal or prepare a meal before reporting for work, the Company shall furnish the

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employee with such meals if they can be provided. The necessary time taken to eat a meal shall be provided by the Company; the usual practice relating to lunch time on work days shall prevail. The Company shall reimburse the employee for such meals only if the actual expense therefore has been incurred.

2. When employees are required to perform prearranged work on non-work days during regular work hours, they shall observe the lunch arrangement which prevails on their regular work days. When employees are required to perform prearranged work (not as a continuation of the regular work day) on either work or non-work days outside of regular work hours, they shall provide the first meal on the job at their own expense, and the time necessary therefore but not to exceed one-half (1/2) hour shall be taken at Company's expense. Any subsequent meals shall be taken at intervals of approximately four (4) hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal. Such subsequent meals and the time necessary therefore shall be at Company expense. When such prearranged overtime continues into normal time hours and there are three (3) hours or more between the end of the last meal period and the start of the normal time hours, the employees shall be eligible for an additional meal on Company time and at Company expense, notwithstanding the other provisions in this Section.

   When employees are required to perform prearranged work two (2) hours or more before regular work hours on a regular work day or a non-work day and continue to work into their regular scheduled work hours, they shall, if possible, be provided with a meal at Company expense and the necessary time to eat it. The Company shall reimburse the employees for such meals only when the actual expense therefore has been incurred.

3. When an employee is required to work two (2) hours or more beyond regular work hours, the employee shall be given an opportunity to secure a meal and the time taken therefore shall be paid by the Company. The Company shall reimburse employees for such meals only when actual expense therefore has been incurred. If an employee does not accept a meal at Company expense, as provided herein, the employee shall nevertheless be allowed overtime for the time usually taken to eat a meal, not to exceed one-half (1/2) hour.

   If an employee is called back to work less than one and one-half (1-1/2) hours after the end of the employee's regular shift or an extension thereof which does not exceed two (2) hours, the employee shall be entitled to a meal on Company time and at Company expense unless the employee is released from his or her base not more than two (2) hours after normal quitting time.

4. When an employee is required to: a) perform prearranged work less than two (2) hours before regular work hours, and b) is required to work less than two (2) hours beyond regular work hours; and when a and b combined with the employee's regular hours result in the employee working eleven consecutive

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hours or more (normal lunch period excluded) without a Company provided meal, the employee will be entitled to a meal and the time to eat it at Company expense. For an employee who earns a meal under this provision, any subsequent meals shall be taken at intervals of approximately four (4) hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal.

5. When employees become eligible for a meal at Company expense as referred to in Sections C and D of this Article XIV, they will be reimbursed at the following rate:

Meal Allowance

1-1-2023 -12/31/2025……$23.56

The Company, at its option, may provide the meal.

6. The parties agree that this Agreement provides for meal periods and satisfies the requirements of California Labor Code section 512(e)(1) and (2). The parties additionally recognize and agree that the grievance and arbitration procedure of this Agreement shall be the sole forum through which alleged meal and rest break violations shall be addressed and a remedy provided, if required.

E. Established permanent base, as used herein, means that base assigned by the Company to which the employee normally reports to work. Temporary base, as used herein, is any base to which the employee is assigned by the Company for the purpose of engaging in work which will continue for a temporary period and may be established by the Company at its option at any location where suitable board and lodging can be obtained or provided.

F. When an employee is permanently transferred from one established headquarters to another the following procedure will be followed with regard to moving expenses:

1. In the event the aforementioned transfer results in a promotion as a result of the application of the seniority provisions of this Agreement, the employee will pay moving expense up to and including fifty dollars ($50.00). Any such expense in excess of fifty dollars ($50.00) will be paid by the Company.

2. The Company will furnish a truck and driver to move the employees within, but not between, each of the following locations when such move is necessary as a result of a promotion: (1) Kern Canyon; (2) Big Creek Project; (3) Kaweah River.

3. In the event the aforementioned transfer is at the request of the Company and does not result from the application of the seniority provisions of the Agreement, moving expense will be paid by the Company.

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4. In the event the aforementioned transfer is at the request of the employee, the moving expense will be paid by the employee.

   For the purpose of this Agreement, moving expense shall include reasonable charges for moving the employee and normal household goods as well as normal insurance coverage.*

   If in accordance with the provisions above any of the moving expense is to be paid by the Company, fully detailed receipted freight, express, or truck bill showing weight, rate, etc., of household goods moved shall be attached to the expense account. When the total moving expense exceeds fifty dollars ($50.00), approval of the Division or Department Head must be obtained prior to contracting the expense.

   The Company will pay the cost of any necessary wiring for electric range and water heater installations, and when necessary shall allow an employee expense of board and lodging while finding accommodations for his family or his personal possessions at the new location not to exceed fourteen (14) calendar days following the date of such transfer, except when the employee is transferred at his request.

   Moves made that require the Company to pay all or part of the expense must be made within ninety (90) days after the transfer of the employee to the new location. An extension of this time may be given upon written request addressed to his supervisor showing good and sufficient reason therefore.

   Any special insurance purchased by the employee will not be covered by the Company.

* Normal insurance in this case is to be interpreted as that insurance coverage required by the I.C.C. on interstate moves.

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Article XV
Employee Pension and Welfare Plans

A. These plans include the retirement plan, stock savings plus plan, health care plans, dental and vision plans, reimbursement account plans, disability plans, Section 125 plan, and the life and accident insurance plans which are covered by a separate agreement between the parties; said agreement is complete and separate unto itself and is no way a part of this Agreement.

B. Following an absence due to an industrial or non-industrial accident or illness, employees who are temporarily unable to perform the duties of their classification will, if work is available which they are able to perform, be returned to work in the first instance in each case at their regular rate of pay. If at the end of three (3) weeks (fifteen (15) work days) the employee is still unable to perform the duties of his classification, other arrangements will be made in keeping with the employee's ability to perform and the availability of work.

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Article XVI
Duration, Termination and Renewal

A. This Agreement is effective as of the date of execution with the exception of special provisions of the Agreement setting forth dates for compliance. The term of this Agreement shall continue until the 31st day of December, **2025**, and for additional periods of one year thereafter, with the proviso that should either party desire to terminate this Agreement or to modify any portion of any of the terms hereof, it shall notify the other party in writing not less than sixty (60) days prior to the 31st day of December, **2025**, or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement at the end of such yearly period or to negotiate such amendments or changes of the terms or provisions hereof as are specifically set forth in such notice. If notice of termination is given, this Agreement shall terminate on the 31st day of December, **2025**, or at the end of any subsequent yearly period as herein provided.

B. If a notice is given by either party of its desire to negotiate amendments or changes in any of the terms or provisions hereof, the party receiving such notice may, not later than fifty (50) days prior to the 31st day of December, **2025**, or the end of any subsequent yearly period, notify the other party in writing of its desire to terminate this Agreement or negotiate amendments or changes thereof as are specifically set forth in such notice.

C. Negotiations upon the proposed amendments or changes of the terms of this Agreement, as set forth in the notice of desire to amend, shall begin no later than forty (40) days prior to the expiration date or expiration of any subsequent yearly period, and shall continue until agreement is reached; and during said negotiations this Agreement shall remain in full force and effect, except that during such negotiations, subsequent to the expiration date or the expiration of any subsequent yearly period either party on sixty (60) days' notice to the other, may terminate said Agreement. Any agreement reached as a result of such negotiation with respect to any wage change shall become effective as of the anniversary termination date of this Agreement, provided such retroactivity does not exceed sixty (60) days.

D. With regard to the payment of any retroactivity under Article XVI, Section C, any such retroactivity shall be paid on a check separate from the normal bi-weekly paycheck.

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Article XVII
Notice Delivery, Date and Time Calculations

A. Notices permitted or required to be served by one party upon the other by law or under Article XVI of this Agreement shall be sufficiently served for all purposes herein when mailed by U.S. mail to the Manager of Labor Relations, Southern California Edison Company, P.O. Box 800 or 8631 Rush Street, Rosemead, California 91770, for service upon the Company; and the Business Manager of Local Union No. 47, of International Brotherhood of Electrical Workers, A.F.L.-C.I.O., at 600 North Diamond Bar Blvd., Diamond Bar, California 91765, for service upon the Union. The date of the postmark of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this Article.

B. **Delivery of All Other Written Notices** All written notices permitted or required under this Agreement, except such notices referred to in Section A. above, shall be sufficiently delivered either by electronic mail or by U.S. mail to the addresses in Section A. above.

C. **Timeliness of Delivery** Timeliness of delivery of any written notice permitted or required under this Agreement shall be determined by the date of the postmark if delivered by U.S. mail and the electronic date of receipt if delivered by electronic mail.

D. **Calendar Days** All time frames set forth and referred to in this Agreement shall be measured in calendar days and may be extended by the mutual written consent of the parties.

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Article XVIII
Assignability

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto, or by any change, geographical or otherwise, in the location or place of business of either party hereto.

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Exhibit B

Steward Allocations

Catalina

Region	Location	Steward Allotment
Catalina		3

Construction Field Forces

Region	Location	Steward Allotment
	Alhambra (Each Crew)	1
	Rialto (Each Crew)	1

Corporate Real Estate Facility Operations Division

Region	Location	Steward Allotment
	Rosemead	5

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Customer Service Operations Division

Region	Location	Steward Allotment
	Bishop	1
Eastern	Menifee Palm Springs Redlands Wildomar	1
Highland	Barstow Foothill Ontario Victorville	1
Northern	Antelope Valley Porterville San Joaquin Valley Tehachapi Valencia	1
North Coast	Santa Barbara Thousand Oaks Ventura	1
Orange Coast	Saddleback Fullerton Huntington Beach Santa Ana Westminster	1
San Gabriel	Covina Monrovia Montebello Whittier	1
Western	Dominguez Hills Long Beach Santa Monica South Bay	1

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Distribution Business Unit*

Region	Location	Steward Allotment
	Antelope Valley and Transmission	3
	Arrowhead	2
	Barstow and Transmission	2
	Bishop and Transmission	2
	Blythe	2
	Central Orange County (Santa Ana)	3
	Covina	4
	Dominguez Hills	4
	Foothill	3
	General Office	**1**
	Kernville	1
	Long Beach	3
	Mammoth/Bishop	1
	Menifee	4
	Monrovia	3
	Montebello	3
	North Orange County (Fullerton)	3
	Ontario	4
	Orange Coast (Huntington Beach)	3
	Palm Springs	3
	Redlands	3

* Including other work groups where indicated

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	Rialto RPC	1
	Ridgecrest	2
	Saddleback (El Toro)	3
	San Joaquin Valley	5
	Santa Barbara	3
	Santa Monica	3
	Shaver Lake	1
	South Bay (Redondo Beach)	4
	Tehachapi	1
	Thousand Oaks	3
	Twentynine Palms/Yucca Valley	2
	Valencia	4
	Ventura	5
	Victorville	4
	Whittier	4
	Wildomar	2

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Hydro Generation Division

Region	Location	Steward Allotment
Big Creek #1		16
Bishop (except Mono Basin)		2
Control Station	Hydro Dispatchers	2
East End Steam	Flow Plants	2
Kaweah #1, 2, 3 & Tule River		2
Kern River #3	Hydro Operators	2
	Hydro Maintenance	2
Mono Basin		2

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Information Technology

Region	Location	Steward Allotment
Division Office	Alhambra	1
TCC	**Alhambra**	**1**
Eastern Region	Rialto Area	1
Northern Region	San Joaquin Valley District	1
	Ventura Area	1
General Office	Rosemead	1
Southern Region	Fullerton, Santa Ana Area	1
Western Region	Lighthipe	1

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Shop Services and Instrumentation Department

Region	Location	Steward Allotment
	Westminster	4

Steam

Region	Location	Steward Allotment
	Mountainview	4
Peaker Plants		
	McGrath	2
	Grapeland	2

Supply Management Department

Region	Location	Steward Allotment
	Dominguez Hills	1
	Irwindale	3
	Rialto	1
	Ventura	1
	Westminster	2

System Operation Division

Region	Location	Steward Allotment
	Alhambra	1

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Transmission/Substation Division

Region	Location	Steward Allotment
	Alhambra	1
	Antelope	3
	Center	2
	Central Orange County - Transmission	2
	Central Orange County Switching Center	2
	Chino	1
	Covina	3
	Del Amo	2
	Devers	2
	Dominguez Hills	3
	Eldorado	2
	Ellis	2
	El Nido	2
	La Cienega	2
	La Fresa	2
	Laguna Bell	2
	Lancaster	1
	Lighthipe	3
	Lugo	2
	Mesa	3

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Transmission/Substation Division (continued)

Region	Location	Steward Allotment
	Magunden	2
	Mira Loma/**DBU**	4
	Moorpark	2
	Padua	2
	Pardee	2
	Rector	2
	Rialto	4
	San Joaquin Valley	3
	Santa Clara	2
	Santa Clarita	2
	Santiago	**3**
	Serrano	1
	State Street and Daisy	2
	Valley	2
	Ventura	1
	Villa Park	2
	Vincent	2
	Vista	4
	Walnut	2

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Transportation Services Department

Region	Location	Steward Allotment
Eastern	Arrowhead Blythe Foothill Menifee Ontario Palm Springs Redlands Rialto Wildomar Yucca Valley	5
North West	Antelope Valley Covina Monrovia Santa Barbara Thousand Oaks Valencia Ventura	4
Northern	Barstow Big Creek Bishop Kernville Magunden Ridgecrest San Joaquin Valley Shaver Lake Tehachapi Victorville	5
Regional Support	Alhambra Irwindale Pomona Pomona Accounting Rancho Vista	4
Southern	Catalina Fullerton Huntington Beach Saddleback Santa Ana SONGS	4

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Transportation Services Department (continued)

Region	Location	Steward Allotment
Western	Dominguez Hills General Office – Rosemead Long Beach Montebello Santa Monica South Bay Whittier	4

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Exhibit C
Journeyman Positions with Apprenticeships

Catalina

Job Code	Job Title
M 9614	Lineman
9080	Mechanic, Water & Gas Operator
M 9910	Technician II, Electrical Maintenance
N 9924	Technician I, Electrical Maintenance

Construction Field Forces

Job Code	Job Title
L 9400	Electrician, Construction
L 9622	Machinist, Maintenance
K 9655	Mechanic, Structural
M 9866	Splicer, Cable
L 9861	Splicer, Construction Cable
M 9993	Welder, Construction
M 9986	Welder, Layout

Distribution Business Unit

Job Code	Job Title
M 9611	Lineman, Journeyman

Hydro Generation Division

Job Code	Job Title
L 9340	Electrician
6400	Mechanic, Hydro Operator
8751	Operator, Hydro Station System
6402	Technician, Hydro Mechanical Maintenance
6404	Technician, Electrician & Instrument Control

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Shop Services and Instrumentation Department

Job Code	Job Title
K 9613	Machinist, Apparatus Repair
L 9986	Welder, Layout
L 9991	Welder, Certified

Steam Division

Job Code	Job Title
L 9340	Electrician
L 9622	Machinist, Maintenance
L 8733	**Mechanic, Machinist**
K 8731	**Mechanic Operator**
P 8732	**Technician, Instrument Control & Electrical**

Transmission/Substation Division

Job Code	Job Title
L 9340	Electrician
L 9390	Electrician, Battery
L 9344	Electrician, Substation
M 9611	Lineman, Journeyman
L 9622	Machinist, Maintenance
M 9871	Splicer, Substation, Cable
M 9877	Splicer, Transmission Cable
L 9986	Welder, Layout

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Exhibit D
Represented Positions without a Seniority Component

Catalina

Job Code	Job Title
9069	Accountant, Supervising Operations
R 9482	Foreman, Electrical Crew
Q 9660	Foreman, Instrument Control and Electrical
Q 8494	Foreman, Plant
Q 9516	Foreman, Water & Gas Crew

Construction Field Forces

Job Code	Job Title
O 9757	Operator, Supervising Construction Equipment
P 9475	Foreman, Cable
N 9658	Foreman, Working-Structural Mechanic
6432	Foreman, Substation Construction Wiring
6433	Foreman, Substation Construction

Corporate Real Estate Facility Operations Division

Job Code	Job Title
L 9463	Foreman, Building Carpenter
L 9467	Foreman, Building Mechanical
L 9469	Foreman, Building Painter
N 9486	Foreman, Electrical Maintenance
G 9493	Foreman, Porter
E 9807	Subforeman, Porter

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Customer Service Operations Department

Job Code	Job Title
9455	Specialist, Supervising Meter Support
O 9447	Meter Technician 6

Distribution Business Unit

Job Code	Job Title
K 8282	Accountant, Supervising Construction/Maintenance
K 8288	Bookkeeper, Supervising Specialist
P 9476	Foreman, Distribution Apparatus
Q 9481	Foreman, Electrical Crew
N 9490	Foreman, Light Insulator Washer
Q 9473	Foreman, Training Crew
Q 9509	Foreman, Troubleman Training
K 8285	Specialist, Supervising Joint Pole
K 7871	Representative, Supervising Field Service
K 8279	Technician, Supervising Mapping
O 9501	Troubleman
K 8157	Accountant, Supervising Payroll

Hydro Generation Division

Job Code	Job Title
K 8104	Accountant, Supervising Division Administrative
6408	Foreman, Hydro Electrician & Instrument Control Technician
9999	Foreman, Hydrographer
N 9491	Foreman, Hydro Maintenance – Civil
6407	Foreman, Hydro Mechanical Maintenance Technician
6406	**Operator, Apprentice Hydro Station System**
N 8785	Operator, Chief Hydro Station
K 9882	Subforeman, Camp
L 9890	Subforeman, Flumes & Structures, B.P.
L 9909	Supervisor 1, Warehouse
P 9936	Technician A, Test

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Information Technology

Job Code	Job Title
K 7295	Clerk, Supervising Division
J 7250	Clerk, Supervising Material
E 7690	Operator, Asst. Supervising Telephone
P 9956	Technician, Supervising Communication
O 9957	Technician, Systems Communication
N 9922	Technician, Area Communication

Shop Services and Instrumentation Department

Job Code	Job Title
K 7295	Clerk, Supervising Division
J 9328	Clerk, Supervising Warehouse
P 9240	Foreman, Motor/Generator Specialist
9250	Foreman, Tool & Equipment Repairer
P 9235	Foreman, Transformer Specialist
P 9242	Foreman, Welder
N 9948	Technician Electrical Apparatus A

Steam Division

Job Code	Job Title
K 7295	Clerk, Supervising Division
L 7260	Clerk, Supervising Station
N 9898	Subforeman, Mechanical Steam
P 9826	**Technician A, Test**

Supply Management Department

Job Code	Job Title
L 9325	Driver, Supervising Transportation
L 8940	Supervisor, Material and Equipment Sales
L 9909	Supervisor I, Warehouse

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K 9063	Supervisor II, Warehouse
J 9066	Supervisor III, Warehouse

System Operation Division

Job Code	Job Title
P 9958	Technician, Supervising Control System

Transportation Services Department

Job Code	Job Title
M 9770	Foreman
O 9771	Foreman, Lead
L 9878	Subforeman

Transmission/Substation Division

Job Code	Job Title
P 9475	Foreman, Cable
N 9490	Foreman, Light Insulator Washer
P 9235	Foreman, Transformer Specialist
6427	Foreman, HALO Transmission
6428	Lineman, Journeyman HALO Transmission
N 8699	Operator, Chief Engine
M 8702	Operator, Chief Substation
M 8712	Operator, Chief, Switchboard Diesel
O 9757	Operator, Supervisor Construction Equipment
O 9796	Patrolman, Senior
O 9902	Subforeman, Mechanical Substation
N 9918	Supervisor, Road & Right of Way
Q 9825	Technician, Test Supervising
N 9948	Technician, Electrical Apparatus - A
6419	Program Writer, Supervisor
6420	Outage Coordinator, Supervisor

Exhibit A

The following represents existing job classifications within their respective work units and their wage rates as agreed upon by the Parties. The Company may add any existing job classifications to any work unit provided it does so at the wage rate established in the current work unit(s).

Catalina

Occupational Code		Job Title	2020	2021	2022
I	8283	Accountant, Construction/Maintenance			
		1st 6 months	$42.70	$43.98	$45.75
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.38
		4th 6 months	$46.16	$47.55	$49.45
		Thereafter	$48.28	$49.73	$51.72
K	8282	Accountant, Supervising Construction Maintenance			
		1st 6 months	$52.43	$54.00	$56.17
		Thereafter	$53.66	$55.26	$57.48
F	9071	*Clerk, Administrative			
		1st 6 months	$29.35	$30.23	$31.44
		2nd 6 months	$31.13	$32.06	$33.34
		3rd 6 months	$33.43	$34.43	$35.81
		4th 6 months	$35.02	$36.07	$37.51
		5th 3 months	$35.91	$36.99	$38.47
		Thereafter	$36.75	$37.85	$39.37
I	7338	Clerk, District Accounting			
		1st 6 months	$40.78	$42.00	$43.68
		2nd 6 months	$41.73	$42.98	$44.70
		3rd 6 months	$42.71	$43.99	$45.75
		4th 6 months	$43.74	$45.05	$46.85
		5th 6 months	$45.16	$46.51	$48.37
		Thereafter	$46.16	$47.55	$49.45
	7294	Clerk, Division Accounting			
		1st 6 months	$42.71	$43.98	$45.74
		2nd 6 months	$43.74	$45.04	$46.85
		3rd 6 months	$45.17	$46.52	$48.38
		Thereafter	$46.16	$47.54	$49.45

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
	9327	Clerk, Warehouse			
		1st 6 months……	$42.71	$43.98	$45.74
		Thereafter……	$43.74	$45.04	$46.85
C	8276	*Clerk, Construction/Maintenance			
		1st 6 months……..	$26.78	$27.58	$28.69
		2nd 6 months……	$29.73	$30.63	$31.85
		3rd 6 months……	$31.69	$32.64	$33.95
		4th 6 months……	$33.88	$34.90	$36.30
		5th 6 months……	$36.92	$38.03	$39.55
		6th 6 months……	$41.73	$42.98	$44.70
		Promote, transfer, or terminate			
R	9482	Foreman, Electrical Crew			
		1st 6 months…….…….……	$68.33	$70.38	$73.19
		Thereafter…….…….……	$71.08	$73.21	$76.14
Q	9660	Foreman, Instrument Control and Electrical Technician	$61.92	$63.78	$66.33
Q	8494	Foreman, Plant			
		1st 6 months…….…….……	$59.52	$61.31	$63.76
		Thereafter…….…….……	$61.92	$63.78	$66.33
Q	9067	Foreman I, Technician Electrical Maintenance			
		1st 6 months…….……	$59.52	$61.31	$63.76
		Thereafter…….……..	$61.92	$63.78	$66.33
Q	9068	Foreman II, Technician Electrical Maintenance			
		1st 6 months…….…….……	$57.62	$59.34	$61.72
		Thereafter…….…….……	$59.93	$61.73	$64.20
Q	9516	Foreman, Water & Gas Crew			
		1st 6 months…….…….……	$59.52	$61.31	$63.76
		Thereafter…….…….……	$61.92	$63.78	$66.33
E	9585	*Groundman			
		1st 6 months……..……	$29.73	$30.63	$31.85
		2nd 6 months……...……	$31.69	$32.64	$33.94
		3rd 6 months……...……...…….	$33.30	$34.30	$35.67
		4th 6 months……...……...……..	$34.89	$35.93	$37.37
		Thereafter……...……	$35.76	$36.83	$38.31

*Entry level job

Occupational Code		Job Title	2020	2021	2022
E	9555	*Helper, Maintenance			
		1st 6 months	$29.73	$30.63	$31.85
		2nd 6 months	$31.69	$32.64	$33.94
		3rd 6 months	$33.30	$34.30	$35.67
		4th 6 months	$34.89	$35.93	$37.37
		5th 6 months	$35.76	$36.83	$38.31
		Promote to Mechanic, Water & Gas System			
K	9607	Lineman			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.96	$41.16	$42.81
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		5th 6 months	$48.69	$50.15	$52.16
		6th 6 months	$50.39	$51.90	$53.98
		Promote to Lineman			
M	9614	Lineman			
		1st 6 months	$59.33	$61.11	$63.55
		Thereafter	$61.29	$63.13	$65.65
	9079	Mechanic, Apprentice Plant Maintenance			
		1st 6 months	$37.56	$38.68	$40.23
		2nd 6 months	$39.34	$40.53	$42.15
		3rd 6 months	$41.13	$42.37	$44.06
		4th 6 months	$42.92	$44.21	$45.98
		5th 6 months	$44.71	$46.05	$47.89
		6th 6 months	$46.49	$47.89	$49.80
		Promote to Mechanic, Plant Maintenance			
	9080	Mechanic, Apprentice Water & Gas Operator			
		1st 6 months	$37.56	$38.68	$40.23
		2nd 6 months	$39.34	$40.53	$42.15
		3rd 6 months	$41.13	$42.37	$44.06
		4th 6 months	$42.92	$44.21	$45.98
		5th 6 months	$44.71	$46.05	$47.89
		6th 6 months	$46.49	$47.89	$49.80
		Promote to			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	9657	Mechanic, Auto			
		1st 6 months	$42.35	$43.62	$45.36
		2nd 6 months	$43.98	$45.30	$47.11
		3rd 6 months	$45.79	$47.16	$49.05
		Thereafter	$48.28	$49.73	$51.72
K	9652	Mechanic, Plant Maintenance	$50.70	$52.22	$54.31
K	9668	Mechanic, Water & Gas System	$50.70	$52.22	$54.31
K	8755	Operator, Control			
		1st 6 months	$53.29	$54.89	$57.09
		Thereafter	$56.28	$57.97	$60.29
H	8695	Operator, Plant Equipment			
		1st 6 months	$39.59	$40.78	$42.41
		2nd 6 months	$41.11	$42.34	$44.04
		3rd 6 months	$42.63	$43.91	$45.67
		4th 6 months	$44.16	$45.48	$47.30
		Thereafter	$46.81	$48.22	$50.15
F	7816	*Representative, Customer Service			
		1st 6 months	$27.90	$28.74	$29.89
		2nd 6 months	$29.73	$30.63	$31.85
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.30	$34.30	$35.67
		5th 6 months	$35.12	$36.17	$37.62
		Thereafter	$36.92	$38.03	$39.55
I	7870	Representative, Utility Field Services			
		1st 6 months	$31.73	$32.68	$33.99
		2nd 6 months	$34.37	$35.40	$36.82
		3rd 6 months	$37.06	$38.17	$39.70
		4th 6 months	$39.96	$41.16	$42.81
		5th 6 months	$42.35	$43.62	$45.36
		Thereafter	$44.99	$46.34	$48.20

*Entry level job

Occupational Code		Job Title	2020	2021	2022
I	9059	Technician III, Apprentice Electrical Maintenance			
		1st 6 months…….…….	$33.71	$34.72	$36.11
		2nd 6 months……...…….	$35.76	$36.83	$38.31
		3rd 6 months……...…….	$37.73	$38.87	$40.42
		4th 6 months……...……...	$39.96	$41.16	$42.81
		5th 6 months……...……...	$41.17	$42.40	$44.10
		Thereafter……..……...	$43.63	$44.93	$46.73
		After completion of 6th step promote to TEM II position			
	9078	Technician, Apprentice Instru Control & Electrical			
		1st 6 months…….…….	$38.26	$39.41	$40.98
		2nd 6 months……...…….	$40.74	$41.96	$43.64
		3rd 6 months……...…….	$43.23	$44.53	$46.31
		4th 6 months……...…….	$45.72	$47.09	$48.98
		5th 6 months……...…….	$48.20	$49.65	$51.63
		Thereafter……..……..	$50.69	$52.21	$54.30
		Promote to Technician, Instru Control & Electrical			
N	9924	Technician I, Electrical Maintenance			
		1st 6 months…….…….	$57.66	$59.39	$61.77
		Thereafter……..……..	$61.29	$63.13	$65.65
M	9910	Technician II, Electrical Maintenance			
		1st 6 months…….…….	$45.08	$46.43	$48.29
		2nd 6 months……...…….	$46.68	$48.08	$50.01
		3rd 6 months……...…….	$48.34	$49.79	$51.78
		4th 6 months……...……...	$50.03	$51.53	$53.59
		5th 6 months……...……...	$51.67	$53.22	$55.35
		Thereafter……..……...	$53.30	$54.90	$57.10
P	9661	Technician, Instrument Control and Electrical			
		1st 6 months…….…….	$57.01	$58.72	$61.07
		Thereafter……..……..	$58.71	$60.47	$62.89

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
C	9562	*Utilityman			
		1st 6 months……	$29.39	$30.27	$31.49
		2nd 6 months……	$31.69	$32.64	$33.94
		3rd 6 months……...	$33.30	$34.30	$35.67
		Thereafter……..……...	$35.76	$36.83	$38.31

*Entry level job

Construction Field Forces

	Occupational Code	Job Title	2020	2021	2022
J	9108	Apprentice, Structural Mechanic			
		1st 6 months…….……..	$38.58	$39.74	$41.33
		2nd 6 months…….……..	$39.95	$41.15	$42.80
		3rd 6 months…….……..	$41.53	$42.78	$44.49
		4th 6 months…….……..	$43.18	$44.48	$46.26
		Thereafter…….……..	$45.79	$47.16	$49.05
K	9370	Electrician, Apprentice Construction			
		1st 6 months…….……..	$38.58	$39.74	$41.33
		2nd 6 months…….……..	$39.95	$41.15	$42.80
		3rd 6 months…….……..	$41.53	$42.78	$44.49
		4th 6 months…….……..	$43.18	$44.48	$46.26
		5th 6 months…….……..	$44.99	$46.34	$48.20
		6th 6 months…….……..	$46.57	$47.97	$49.89
L	9400	Electrician, Construction…….……..	$51.67	$53.22	$55.35
P	9475	Foreman, Cable…….……..	$59.41	$61.20	$63.64
N	9341	Foreman, Working - Construction Electrician……..	$59.66	$61.45	$63.90
N	9658	Foreman Working - Structural Mechanic……..	$55.26	$56.91	$59.19
D	9511	*Handler, Assistant Material			
		1st 6 months…….……..	$23.70	$24.41	$25.39
		2nd 6 months…….……..	$26.50	$27.30	$28.39
		3rd 6 months…….……..	$30.14	$31.05	$32.29
		4th 6 months…….……..	$34.50	$35.54	$36.96
		Promote to Material Handler, transfer or terminate			

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
G	9519	Handler, Material			
		1st 6 months……..	$36.81	$37.91	$39.43
		2nd 6 months……..	$37.60	$38.73	$40.28
		3rd 6 months……..	$38.95	$40.12	$41.72
		4th 6 months……..	$40.06	$41.26	$42.91
		Thereafter……	$40.78	$42.00	$43.68
E	9541	Helper, Construction			
		1st 6 months……..	$31.32	$32.26	$33.55
		2nd 6 months……	$33.30	$34.30	$35.67
		3rd 6 months……	$34.89	$35.93	$37.37
		Thereafter……..	$35.76	$36.83	$38.31
E	9545	Helper, Electrical Construction			
		1st 6 months……..	$31.32	$32.26	$33.55
		2nd 6 months……	$33.30	$34.30	$35.67
		3rd 6 months……	$34.89	$35.93	$37.37
		Thereafter……..	$35.76	$36.83	$38.31
E	9575	Helper, Mechanical Construction			
		1st 6 months……..	$31.32	$32.26	$33.55
		2nd 6 months……	$33.30	$34.30	$35.67
		3rd 6 months……..	$34.89	$35.93	$37.37
		Thereafter……..	$35.76	$36.83	$38.31
	9270	*Helper, Telecommunications			
		1st 3 months……..	$31.32	$32.26	$33.55
		2nd 3 months……..	$35.76	$36.83	$38.31
		Promote to Apprentice Cable Splicer 9862, transfer or terminate			
C	9754	*Laborer			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……..	$26.50	$27.30	$28.39
		3rd 6 months……..	$30.14	$31.05	$32.29
		Thereafter……..	$33.30	$34.30	$35.67

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		5th 6 months	$44.99	$46.34	$48.20
		6th 6 months	$46.57	$47.97	$49.89
L	9622	Machinist, Maintenance	$51.67	$53.22	$55.35
K	9655	Mechanic, Structural	$50.23	$51.74	$53.81
M	9701	Operator 1, Construction Equipment			
		1st 6 months[1]	$51.67	$53.22	$55.35
		2nd 6 months [2]	$52.50	$54.07	$56.23
		Thereafter	$53.38	$54.98	$57.18
		[1] When acting as second operator of Lattice Boom cranes only			
		[2] Promotion from Construction Equipment Operator 2			
L	9702	Operator 2, Construction Equipment			
		1st 6 months	$48.23	$49.67	$51.66
		2nd 6 months	$49.52	$51.00	$53.04
		Thereafter	$50.82	$52.34	$54.44
K	9703	Operator 3, Construction Equipment			
		1st 6 months	$44.99	$46.34	$48.20
		2nd 6 months	$45.79	$47.16	$49.05
		Thereafter	$46.57	$47.97	$49.89
I	9704	Operator 4, Construction Equipment			
		1st 6 months	$43.18	$44.48	$46.26
		Thereafter	$43.98	$45.30	$47.11
H	9705	Operator 5, Construction Equipment			
		1st 6 months	$41.53	$42.78	$44.49
		Thereafter	$42.35	$43.62	$45.36

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
O	9757	Operator, Supervising Construction Equipment			
		1st 6 months…….…….	$56.98	$58.69	$61.03
		Thereafter……..	$57.80	$59.54	$61.92
	9782	Painter			
		1st 6 months……..…..…….	$39.95	$41.15	$42.80
		2nd 6 months……..……..….	$41.53	$42.78	$44.49
		3rd 6 months…….…….	$43.18	$44.48	$46.26
		Thereafter…….……...	$44.99	$46.34	$48.20
I	9847	Specialist, Material			
		1st 6 months……..…….	$39.84	$41.04	$42.68
		2nd 6 months……..……...……..……	$40.78	$42.00	$43.68
		3rd 6 months……...…..……	$41.73	$42.98	$44.70
		4th 6 months……...…..……	$42.70	$43.98	$45.74
		Thereafter…….……...	$43.74	$45.05	$46.85
L	9862	Splicer, Apprentice Cable			
		1st 6 months……..…….	$38.58	$39.74	$41.33
		2nd 6 months……...……	$39.95	$41.15	$42.80
		3rd 6 months……...…..……	$41.53	$42.78	$44.49
		4th 6 months……...…..……	$43.18	$44.48	$46.26
		5th 6 months……...……	$44.99	$46.34	$48.20
		6th 6 months……...……	$46.57	$47.97	$49.89
L	9861	Splicer, Apprentice Construction Cable			
		1st 6 months[1]……..……	$38.58	$40.13	$41.73
		2nd 6 months[2]……...……...	$39.95	$41.55	$43.21
		3rd 6 months[3]……...…...……...	$41.53	$43.19	$44.92
		4th 6 months[4]…….	$43.18	$44.91	$46.71
		5th 6 months[5]…….	$44.99	$46.79	$48.67
		Promote to job code 9867[6]……..	$46.57	$48.43	$50.37
		[1] From 1st and 2nd-Step Appr Cnsn Electn			
		[2] From 3rd-Step Appr Cnsn Electn			
		[3] From 4th-Step Appr Cnsn Electn			
		[4] From 5th-Step Appr Cnsn Electn			
		[5] From 6th-Step Appr Cnsn Electn			
		[6] From Cnsn Electn, 12 months in 6th-Step required			

*Entry level job

	Occupational Code		Job Title	2020	2021	2022
M		9866	Splicer, Cable……	$54.18	$55.81	$58.04
M		9867	Splicer, Construction Cable			
			1st 6 months……..……	$51.65	$53.20	$55.32
			2nd 6 months……...……	$53.38	$54.98	$57.18
			Thereafter……...	$54.23	$55.86	$58.09
P		9936	Technician A, Test			
			1st 6 months……..……	$55.90	$57.57	$59.87
			Thereafter…….……	$62.08	$63.95	$66.51
K		9982	Welder, Apprentice Construction			
			1st 6 months……..……	$38.58	$39.74	$41.33
			2nd 6 months……...……	$39.95	$41.15	$42.80
			3rd 6 months……...…..……	$41.53	$42.78	$44.49
			4th 6 months……...…..……..	$43.18	$44.48	$46.26
			5th 6 months……...……...	$44.99	$46.34	$48.20
			6th 6 months……...……...	$46.57	$47.97	$49.89
			Promote to Construction or Layout Welder			
L	9993		Welder, Construction…….	$51.67	$53.22	$55.35
	9986		Welder, Layout..……..…...…...…..……..	$50.83	$52.35	$54.45

*Entry level job

Corporate Real Estate

Occupational Code		Job Title	2020	2021	2022
C	9061	*Attendant, Building Facilities			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$29.73	$30.63	$31.85
		Thereafter	$32.69	$33.67	$35.02
K	9130	Cabinetmaker - Installer	$46.89	$48.30	$50.23
J	9160	Carpenter, Building Maintenance			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		Thereafter	$45.79	$47.16	$49.05
L	9394	Electrician, Building Maintenance			
		1st 6 months	$39.95	$41.15	$42.80
		2nd 6 months	$41.53	$42.78	$44.49
		3rd 6 months	$43.18	$44.48	$46.26
		4th 6 months	$44.99	$46.34	$48.20
		5th 6 months	$47.33	$48.75	$50.70
		Thereafter	$50.82	$52.34	$54.44
J	9470	Finisher, Wood	$45.79	$47.16	$49.05
L	9463	Foreman, Building Carpenter			
		1st 6 months	$49.09	$50.56	$52.58
		Thereafter	$50.82	$52.34	$54.44
L	9467	Foreman, Building Mechanical			
		1st 6 months	$49.09	$50.56	$52.58
		Thereafter	$50.82	$52.34	$54.44

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
L	9469	Foreman, Building Painter			
		1st 6 months…….…….	$48.23	$49.67	$51.66
		Thereafter……...	$49.94	$51.44	$53.49
N	9486	Foreman, Electrical Maintenance			
		1st 6 months…….…….	$54.17	$55.80	$58.03
		Thereafter……..	$55.90	$57.57	$53.49
G	9493	Foreman, Porter			
		1st 6 months…….…….	$37.73	$38.87	$40.42
		2nd 6 months……...…….	$38.58	$39.74	$41.33
		Thereafter……...	$39.95	$41.15	$42.80
E	9569	Helper, Building Carpenter			
		1st 6 months……	$31.32	$32.26	$33.55
		2nd 6 months……..	$33.30	$34.30	$35.67
		3rd 6 months……...	$34.89	$35.93	$37.37
		Thereafter……..	$35.76	$36.83	$38.31
E	9570	Helper, Building Electrical			
		1st 6 months……	$31.32	$32.26	$33.55
		2nd 6 months……..	$33.30	$34.30	$35.67
		3rd 6 months……...	$34.89	$35.93	$37.37
		Thereafter……...	$35.76	$36.83	$38.31
E	9571	Helper, Building Maintenance			
		1st 6 months……	$31.32	$32.26	$33.55
		2nd 6 months……..	$33.30	$34.30	$35.67
		3rd 6 months……...	$34.89	$35.93	$37.37
		Thereafter……..	$35.76	$36.83	$38.31
E	9572	Helper, Building Painter			
		1st 6 months……	$31.32	$32.26	$33.55
		2nd 6 months……..	$33.30	$34.30	$35.67
		3rd 6 months……...	$34.89	$35.93	$37.37
		Thereafter……..	$35.76	$36.83	$38.31

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
D	9680	Maintenanceman, Building……..	$33.88	$34.90	$36.30
J	9637	Mechanic, Building Maintenance			
		1st 6 months……	$39.95	$41.15	$42.80
		2nd 6 months…….……	$41.53	$42.78	$44.49
		3rd 6 months……...	$43.18	$44.48	$46.26
		Thereafter…….……	$45.79	$47.16	$49.05
J	9646	Mechanic, Maintenance……..…….	$44.99	$46.34	$48.19
		(Memo) Classification authorized in Procurement & MM -			
		Administered and paid on Real Properties P/Rs #255 & #259.			
		Reference: 04-19-82 Contract Negotiations, Resolution 9.			
J	9784	Painter, Building			
		1st 6 months……..	$39.95	$41.15	$42.80
		2nd 6 months……	$41.53	$42.78	$44.49
		3rd 6 months……..	$43.18	$44.48	$46.26
		Thereafter…….……..	$44.99	$46.34	$48.20
J	9802	‡Plasterer……..…….….	$45.79	$47.16	$49.05
C	9805	Porter……..…….....	$32.69	$33.67	$35.02
D	9806	Porter, Special-Service…….....	$33.88	$34.90	$36.30
E	9807	Subforeman, Porter……..…….....	$34.50	$35.54	$36.96
M	9921	Technician, Building Electrical			
		1st 6 months……..……	$45.79	$47.16	$49.05
		2nd 6 months……...…….	$47.33	$48.75	$50.70
		3rd 6 months……...…….	$49.09	$50.56	$52.58
		4th 6 months……..……..……..	$50.82	$52.34	$54.44
		Thereafter…….……..	$52.50	$54.07	$56.23
K	9988	‡Worker, Sheet Metal……..……	$46.57	$47.97	$49.89

*Entry level job

Customer Service Operations Division

Occupational Code		Job Title	2020	2021	2022
F	9454	*Clerk, Meter Support			
		1st 6 months	$28.61	$29.47	$30.65
		2nd 6 months	$36.03	$37.12	$38.60
		Promote to Meter Support Specialist			
H	9448	Specialist, Meter Support			
		1st 6 months	$36.92	$38.03	$39.55
		Thereafter	$41.73	$42.98	$44.70
L	9455	Specialist, Supervising Meter Support			
		1st 6 months	$42.85	$44.14	$45.90
		Thereafter	$46.16	$47.55	$49.45
K	9934	Technician, Laboratory			
		1st 6 months	$46.57	$47.97	$49.89
		2nd 6 months	$48.65	$50.11	$52.11
		3rd 6 months	$50.82	$52.34	$54.44
		4th 6 months	$52.50	$54.07	$56.23
		Thereafter	$54.17	$55.80	$58.03
O	9935	Technician, Laboratory A - Selective			
		1st 6 months	$55.05	$56.70	$58.96
		Thereafter	$56.77	$58.47	$60.81
E	9449	*Technician 1, Meter			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
E	9450	*Technician 1A, Meter			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
E	9451	Technician 2, Meter			
		1st 6 months…….…….	$33.30	$34.30	$35.67
		2nd 6 months……...…….	$37.06	$38.17	$39.70
E	9452	Technician 2A, Meter			
		1st 6 months…….…….	$33.30	$34.30	$35.67
		2nd 6 months……...…….	$37.06	$38.17	$39.70
		Promote, transfer or terminate			
J	9453	Technician 3, Meter			
		1st 6 months…….…….	$38.58	$39.74	$41.33
		Thereafter…….……..	$39.95	$41.15	$42.80
K	9445	Technician 4, Meter			
		1st 6 months…….…….	$41.53	$42.78	$44.49
		Thereafter…….……..	$46.14	$47.53	$49.43
L	9446	Technician 5, Meter			
		1st 6 months…….…….	$50.82	$52.34	$54.44
		Thereafter…….…….	$54.52	$56.15	$58.40
O	9447	Technician 6, Meter			
		1st 6 months…….…….	$55.90	$57.57	$59.87
		Thereafter…….……..	$58.53	$60.29	$62.70

*Entry level job

Distribution Business Unit

Occupational Code		Job Title	2020	2021	2022
I	8283	Accountant, Construction/Maintenance			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		4th 6 months	$46.16	$47.55	$49.45
		Thereafter	$48.28	$49.73	$51.72
H	8154	Accountant, Payroll Specialist			
		1st 6 months	$41.72	$42.97	$44.69
		Thereafter	$43.18	$44.48	$46.26
F	8156	*Accountant, Payroll Support			
		1st 6 months	$27.73	$28.56	$29.70
		2nd 6 months	$30.76	$31.68	$32.95
		3rd 6 months	$32.79	$33.77	$35.13
		4th 6 months	$33.96	$34.98	$36.38
		5th 6 months	$35.08	$36.13	$37.57
		6th 6 months	$38.22	$39.37	$40.94
		Promote, transfer or terminate			
K	8157	Accountant, Supervising Payroll			
		1st 6 months	$50.82	$52.34	$54.44
		Thereafter	$52.00	$53.56	$55.70
K	8282	Accountant, Supervising Construction/Maintenance			
		1st 6 months	$52.43	$54.00	$56.16
		Thereafter	$53.66	$55.26	$57.48
K	8288	Bookkeeper, Supervising Streetlight			
		1st 6 months	$52.43	$54.00	$56.16
		Thereafter	$53.66	$55.26	$57.48

*Entry level job

Occupational Code		Job Title	2020	2021	2022
C	8276	*Clerk, Construction/Maintenance			
		1st 6 months…….……..	$26.78	$27.58	$28.68
		2nd 6 months……...……..	$29.73	$30.63	$31.85
		3rd 6 months……...……...	$31.69	$32.64	$33.94
		4th 6 months……...…….	$33.88	$34.90	$36.30
		5th 6 months……...…….	$36.92	$38.03	$39.55
		6th 6 months……...…….	$41.73	$42.98	$44.70
		Promote, transfer or terminate			
F	9303	*Clerk, Construction/Maintenance Support			
		1st 6 months…….……..	$29.48	$30.37	$31.58
		2nd 6 months……...……..	$31.13	$32.06	$33.34
		3rd 6 months……...……...	$33.44	$34.45	$35.82
		4th 6 months……...…….	$35.03	$36.08	$37.53
		5th 3 months……...…….	$35.90	$36.98	$38.46
		6th 3 months……...…….	$36.75	$37.85	$39.37
		Promote, transfer or terminate			
G	9091	Clerk, Distribution Operations Center Dispatcher			
		1st 6 months…….……..	$28.90	$29.76	$30.95
		2nd 6 months……...……..	$30.51	$31.42	$32.68
		3rd 6 months……...……...	$32.78	$33.76	$35.11
		4th 6 months……...…….	$34.35	$35.38	$36.79
		5th 6 months……...…….	$36.03	$37.12	$38.60
		Promote, transfer or terminate			
F	8387	*Clerk, Field Service Support			
		1st 6 months…….……..	$28.90	$29.76	$30.95
		2nd 6 months……...……..	$30.51	$31.42	$32.68
		3rd 6 months……...……...	$32.78	$33.76	$35.11
		4th 6 months……...…….	$34.35	$35.38	$36.79
		5th 6 months……...…….	$35.21	$36.26	$37.71
		6th 6 months……...…….	$36.03	$37.12	$38.60
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
F	8277	*Clerk, Joint Pole			
		1st 6 months	$26.78	$27.58	$28.68
		2nd 6 months	$29.73	$30.63	$31.85
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.88	$34.90	$36.30
		5th 6 months	$36.92	$38.03	$39.55
		6th 6 months	$41.73	$42.98	$44.70
		Promote, transfer or terminate			
F	8278	*Clerk, Streetlight Bookkeeper			
		1st 6 months	$26.78	$27.58	$28.68
		2nd 6 months	$29.73	$30.63	$31.85
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.88	$34.90	$36.30
		5th 6 months	$36.92	$38.03	$39.55
		Thereafter	$41.73	$42.98	$44.70
D	7669	*Clerk, Typist			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$31.69	$32.64	$33.94
		Thereafter	$33.30	$34.30	$35.67
H	9310	Driver, Heavy Duty	$41.53	$42.78	$44.49
G	9320	Driver, Light Duty			
		1st 6 months	$38.58	$39.74	$41.33
		Thereafter	$39.95	$41.15	$42.80
P	9476	Foreman, Distribution Apparatus	$71.76	$73.91	$76.87
Q	9481	Foreman, Electrical Crew	$68.34	$70.39	$73.21
		Upgrade Rate Only	$66.34	$68.33	$71.06
N	9490	Foreman, Light Insulator Washer	$55.05	$56.70	$58.96
Q	9473	Foreman, Training Crew	$71.75	$73.90	$76.86

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
Q	9509	Foreman, Troubleman Training……	$69.76	$71.86	$74.73
E	9528	*Groundman			
		1st 6 months……	$26.26	$27.05	$28.13
		2nd 6 months……	$28.61	$29.47	$30.65
		3rd 6 months……	$31.69	$32.64	$33.94
		4th 6 months……	$33.30	$34.30	$35.67
		Thereafter……	$35.76	$36.83	$38.31
G	9521	Handler, Material - Supply Center			
		1st 6 months……	$35.98	$37.06	$38.54
		2nd 6 months……	$36.81	$37.91	$39.43
		3rd 6 months……	$37.69	$38.82	$40.37
		4th 6 months……	$38.95	$40.12	$41.72
		5th 6 months……	$39.84	$41.04	$42.68
		Thereafter……	$40.78	$42.00	$43.68
I	9803	Inspector, Electrical Systems			
		1st 6 months……	$35.17	$36.23	$37.68
		2nd 6 months……	$38.16	$39.31	$40.88
		3rd 6 months……	$41.41	$42.65	$44.36
I	7570	Inspector, Radio & TV Interference			
		1st 6 months……	$35.76	$36.83	$38.31
		2nd 6 months……	$37.06	$38.17	$39.70
		3rd 6 months……	$38.58	$39.74	$41.33
		4th 6 months……	$39.95	$41.15	$42.80
		5th 6 months……	$41.53	$42.78	$44.49
		Thereafter……	$43.18	$44.48	$46.26
C	9754	*Laborer			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……	$26.50	$27.30	$28.39
		3rd 6 months……	$30.14	$31.05	$32.29
		Thereafter……	$33.30	$34.30	$35.67

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
K	9605	Lineman, Apprentice			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		5th 6 months	$48.68	$50.14	$52.15
		6th 6 months	$50.40	$51.91	$53.99
M	9611	Lineman, Journeyman			
		1st 6 months	$59.33	$61.11	$63.55
		Thereafter	$61.29	$63.13	$65.65
J	9606	Lineman, Utility	$48.68	$50.14	$52.15
G	7632	Meter Reader 1			
		1st 3 months	$41.40	$42.64	$44.34
		2nd 3 months	$42.34	$43.61	$45.35
		Thereafter	$43.02	$44.31	$46.08
F	7637	*Meter Reader 2			
		1st 6 months [1]	$26.26	$27.05	$28.13
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$29.73	$30.63	$31.85
		Next 3 months	$31.69	$32.64	$33.94
		Next 3 months	$33.88	$34.90	$36.30
		Maximum	$36.92	$38.03	$39.55
		[1] Use 1st Step for part-time and/or intermittent hires			
H	9713	Operator, Distribution Equipment	$42.35	$43.62	$45.36
I	9798	Repairman, Street Light			
		1st 6 months	$43.98	$45.30	$47.11
		Thereafter	$46.28	$47.67	$49.58
I	7850	Representative 1, Field Service	$44.99	$46.34	$48.20

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
I	7863	Representative 2, Field Service……....			
		1st 6 months……..……	$41.73	$42.98	$44.70
		2nd 6 months……...……...	$42.70	$43.98	$45.74
		Thereafter…….……	$43.74	$45.05	$46.85
K	7871	Representative, Supervising Field Service…….	$49.52	$51.00	$53.04
K	7839	Representative, Territorial Service			
		1st 6 months……..……	$39.95	$41.15	$42.80
		2nd 6 months……...……..	$41.53	$42.78	$44.49
		3rd 6 months……..…..……..	$43.18	$44.48	$46.26
		4th 6 months……..…..……	$44.99	$46.34	$48.20
		Thereafter…….……	$46.75	$48.15	$50.08
G	9894	Specialist, Construction/Maintenance Support			
		1st 6 months……..……..	$41.72	$42.97	$44.69
		Thereafter…….……..	$43.18	$44.48	$46.26
G	9090	Specialist, Distribution Operations Center Dispatcher			
		1st 6 months……..……..	$41.74	$42.99	$44.71
		2nd 6 months…….……...	$46.16	$47.55	$49.45
G	8385	Specialist, Field Services Support			
		1st 6 months……..……..	$40.66	$41.88	$43.55
		Thereafter…….……	$41.34	$42.58	$44.29
I	8286	Specialist, Joint Pole			
		1st 6 months……	$42.70	$43.98	$45.74
		2nd 6 months……	$43.74	$45.05	$46.85
		3rd 6 months……	$45.17	$46.53	$48.39
		Thereafter…….……	$46.16	$47.55	$49.45
I	8289	Specialist, Streetlight Bookkeeper			
		1st 6 months……	$42.70	$43.98	$45.74
		2nd 6 months……	$43.74	$45.05	$46.85
		3rd 6 months……	$45.17	$46.53	$48.39
		Thereafter…….……	$46.16	$47.55	$49.45

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	8285	Specialist, Supervising Joint Pole			
		1st 6 months	$52.43	$54.00	$56.16
		Thereafter	$53.66	$55.26	$57.48
M	9870	Splicer, Senior Cable			
		1st 6 months	$61.29	$63.13	$65.65
		Thereafter	$62.27	$64.14	$66.71
F	8275	*Technician, Assistant Mapping			
		1st 6 months	$26.78	$27.58	$28.68
		2nd 6 months	$29.73	$30.63	$31.85
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.88	$34.90	$36.30
		5th 6 months	$36.92	$38.03	$39.55
		6th 6 months	$41.73	$42.98	$44.70
		Promote, transfer or terminate			
N	9927	Technician, Distribution Apparatus			
		1st 6 months	$62.31	$64.17	$66.74
		Thereafter	$64.26	$66.19	$68.83
I	8280	Technician, Mapping			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		4th 6 months	$46.16	$47.55	$49.45
		Thereafter	$48.28	$49.73	$51.72
K	8279	Technician, Supervising Mapping			
		1st 6 months	$52.43	$54.00	$56.16
		Thereafter	$53.66	$55.26	$57.48
O	9501	Troubleman	$66.43	$68.42	$71.16

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
B	7961	*Typist, Junior			
		1st 3 months	$19.82	$20.41	$21.23
		2nd 3 months	$21.60	$22.25	$23.14
		3rd 3 months	$23.70	$24.41	$25.39
		4th 3 months	$25.92	$26.69	$27.76
		5th 6 months	$27.90	$28.74	$29.89
		6th 6 months	$30.14	$31.05	$32.29
		Promote, transfer or terminate			
C	9963	*Utilityman			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
D	9980	*Worker, Warehouse			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$34.50	$35.54	$36.96

*Entry level job

Hydro

Occupational Code		Job Title	2020	2021	2022
I	7010	Accountant, Division Administrative			
		1st 6 months	$46.12	$47.50	$49.40
		Thereafter	$48.28	$49.73	$51.72
H	7013	Accountant 1, Division			
		1st 6 months	$42.85	$44.14	$45.90
		2nd 6 months	$43.57	$44.88	$46.67
		Thereafter	$44.34	$45.67	$47.50
G	7014	Accountant 2, Division			
		1st 6 months	$37.60	$38.73	$40.28
		2nd 6 months	$38.95	$40.12	$41.72
		3rd 6 months	$40.06	$41.26	$42.91
		Thereafter	$41.47	$42.72	$44.43
D	7652	*Accountant 3, Division			
		1st 6 months	$23.02	$23.71	$24.65
		2nd 6 months	$25.92	$26.69	$27.76
		3rd 6 months	$28.61	$29.47	$30.65
		4th 6 months	$30.14	$31.05	$32.29
		5th 6 months	$33.30	$34.30	$35.37
K	8104	Accountant, Supervising Division Administrative			
		1st 6 months	$50.12	$51.63	$53.69
		Thereafter	$51.29	$52.83	$54.95
F	9016	Attendant, Tool Room			
		1st 6 months	$30.14	$31.05	$32.29
		2nd 6 months	$31.69	$32.64	$33.94
		3rd 6 months	$34.89	$35.93	$37.37
		Thereafter	$37.22	$38.33	$39.87

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
J	9150	Carpenter……	$45.79	$47.16	$49.05
	8752	Carpenter, Hydro Structural……..	$50.23	$51.74	$53.81
H	9200	Carpenter, Rough……	$41.53	$42.78	$44.49
I	7294	Clerk, Division Accounting			
		1st 6 months……	$42.70	$43.98	$45.74
		2nd 6 months……	$43.74	$45.05	$46.85
		3rd 6 months……	$45.17	$46.53	$48.39
		Thereafter……	$46.16	$47.55	$49.45
F	7655	*Clerk, Field Office			
		1st 6 months……	$26.26	$27.05	$28.13
		2nd 6 months……	$28.61	$29.47	$30.65
		As qualified……	$31.69	$32.64	$33.94
		As qualified……	$33.30	$34.30	$35.67
		As qualified……	$35.73	$36.80	$38.27
		Promote to Records Clerk, transfer or terminate			
D	7510	*Clerk, Junior Correspondence			
		1st 3 months……	$22.08	$22.74	$23.65
		2nd 3 months……	$23.70	$24.41	$25.39
		3rd 3 months……	$25.92	$26.69	$27.76
		4th 3 months……	$27.90	$28.74	$29.89
		5th 6 months……	$30.14	$31.05	$32.29
		6th 6 months……	$33.30	$34.30	$35.67
		Promote, transfer or terminate			
C	7663	*Clerk, Junior Field Office			
		1st 3 months……	$20.81	$21.43	$22.29
		2nd 3 months……	$22.08	$22.74	$23.65
		3rd 3 months……	$24.39	$25.13	$26.13
		4th 3 months……	$26.50	$27.30	$28.39
		5th 3 months……	$28.61	$29.47	$30.65
		6th 3 months……	$31.69	$32.64	$33.94
		Promote, transfer or terminate			

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
H	7268	Clerk, Records			
		1st 6 months	$39.84	$41.04	$42.68
		As qualified	$40.78	$42.00	$43.68
		As qualified	$41.73	$42.98	$44.70
F	7666	*Clerk, Report			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$29.73	$30.63	$31.85
		As qualified	$31.69	$32.64	$33.94
		As qualified	$33.88	$34.90	$36.30
		Thereafter	$36.92	$38.03	$39.55
A	7667	*Clerk, Trainee			
		1st 3 months	$18.49	$19.05	$19.81
		2nd 3 months	$19.82	$20.41	$21.23
		3rd 3 months	$21.60	$22.25	$23.14
		4th 3 months	$23.70	$24.41	$25.39
		5th 3 months	$25.92	$26.69	$27.76
		6th 3 months	$28.61	$29.47	$30.65
		Promote, transfer or terminate			
D	7669	*Clerk, Typist			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$31.69	$32.64	$33.94
		Thereafter	$33.30	$34.30	$35.67
D	8152	Cook			
		1st 6 months	$26.50	$27.30	$28.39
		2nd 6 months	$31.69	$32.64	$33.94
		Thereafter	$34.50	$35.54	$36.96
H	9310	Driver, Heavy Duty	$41.53	$42.78	$44.49

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
G	9320	Driver, Light Duty			
		1st 6 months	$38.58	$39.74	$41.33
		Thereafter	$39.95	$41.15	$42.80
	6408	Foreman, Electrician & Instrument Control Technician	$61.92	$63.78	$66.33
	6407	Foreman, Hydro Mechanical Maintenance Technician	$58.62	$60.38	$62.79
N	9491	Foreman, Hydro Maintenance - Civil	$58.62	$60.38	$62.79
	9999	Foreman, Hydrographer	$58.62	$60.38	$62.79
E	9541	Helper, Construction			
		1st 6 months	$31.32	$32.26	$33.55
		2nd 6 months	$33.30	$34.30	$35.67
		3rd 6 months	$34.89	$35.93	$37.37
		Thereafter	$35.76	$36.83	$38.31
E	8552	Helper, Cook			
		Per day	$29.81	$30.71	$31.93
E	9579	Helper, Electrical			
		1st 6 months	$31.32	$32.26	$33.55
		2nd 6 months	$33.30	$34.30	$35.67
		3rd 6 months	$34.89	$35.93	$37.37
		Thereafter	$35.76	$36.83	$38.31
E	9553	Helper, Maintenance			
		1st 6 months	$31.32	$32.26	$33.55
		2nd 6 months	$33.30	$34.30	$35.67
		3rd 6 months	$34.89	$35.93	$37.37
		Thereafter	$35.76	$36.83	$38.31
B	8554	Housekeeper			
		1st 6 months	$19.82	$20.41	$21.23
		2nd 6 months	$22.08	$22.74	$23.65
		3rd 6 months	$24.39	$25.13	$26.13
		Thereafter	$26.73	$27.54	$28.64

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
	8560	Hydrographer, Field			
		1st 6 months……	$47.81	$49.24	$51.21
		2nd 6 months……	$48.97	$50.44	$52.45
		3rd 6 months……	$50.15	$51.65	$53.72
		Thereafter……	$52.15	$53.72	$55.87
C	9754	*Laborer			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……	$26.50	$27.30	$28.39
		3rd 6 months……	$30.14	$31.05	$32.29
		Thereafter……	$33.30	$34.30	$35.67
K	9640	Mechanic, Building…..…….……	$46.57	$47.97	$49.89
	6400	Mechanic, Hydro Operator…….	$53.38	$54.98	$57.18
	6401	Mechanic, Apprentice Hydro Operator ……			
		1st 3 months……..……	$35.14	$36.20	$37.64
		2nd 3 months……...……...	$37.60	$38.73	$40.28
		3rd 3 months……..…..……..	$39.98	$41.18	$42.83
		4th 3 months……...…..……	$44.81	$46.15	$48.00
		Progress to Hydro Operator Mechanic 6400			
J	8694	Operator, Base Plant - KR1……..……..	$43.98	$45.30	$47.11
J	8697	Operator, Base Plant - KR3……..……..	$45.79	$47.16	$49.05
N	8785	Operator, Chief Hydro Station……..……..	$58.62	$60.38	$62.79
K	9703	Operator 3, Construction Equipment			
		1st 6 months……..……	$44.99	$46.34	$48.20
		2nd 6 months……..……...……	$45.79	$47.16	$49.05
		Thereafter……	$46.57	$47.97	$49.89

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
L	9721	Operator, General Heavy Equipment			
		1st 6 months	$46.57	$47.97	$49.89
		Thereafter	$50.82	$52.35	$54.44
	8751	Operator, Hydro Station System	$60.75	$62.57	$65.08
	6406	Operator, Apprentice Hydro Station System	$58.62	$60.38	$62.79
H	9727	Operator, Light Road & Construction Equipment	$42.35	$43.62	$45.36
J	8750	Operator, Relief Base Plant	$45.79	$47.16	$49.05
I	8561	Operator, Water Systems			
		1st 6 months	$44.55	$45.89	$47.72
		2nd 6 months[1]	$45.96	$47.34	$49.24
		Thereafter[2]	$47.37	$48.79	$50.74
		[1]Hold 1 License/Certificate			
		[2]Hold 2 Licenses/Certificates			
J	9782	Painter			
		1st 6 months	$39.95	$41.15	$42.80
		2nd 6 months	$41.53	$42.78	$44.49
		3rd 6 months	$43.18	$44.48	$46.26
		Thereafter	$44.99	$46.34	$48.20
K	9882	Subforeman, Camp	$46.57	$47.97	$49.89
L	9890	Subforeman, Flumes & Structures - BP	$50.82	$52.34	$54.44
L	9909	Supervisor 1, Warehouse	$50.12	$51.63	$53.69

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
	6402	Technician, Hydro Mechanical Maintenance……..	$51.67	$53.22	$55.35
	6403	Technician, Apprentice Hydro Mech Maintenance			
		1st 6 months……	$38.58	$39.74	$41.33
		2nd 6 months……..……..	$39.95	$41.15	$42.80
		3rd 6 months……..……..	$41.53	$42.78	$44.49
		4th 6 months……..……	$43.18	$44.48	$46.26
	6404	Technician, Hydro Electrician & Instrument Control			
		1st 6 months……..……	$57.01	$58.72	$61.07
		Thereafter…….	$58.71	$60.47	$62.89
	6405	Technician, Apprentice Hydro Electrician & Instrument Control			
		1st 6 months……..……	$38.58	$39.74	$41.33
		2nd 6 months……..……..	$39.95	$41.15	$42.80
		3rd 6 months……..……..	$41.53	$42.78	$44.49
		4th 6 months……..……	$43.18	$44.48	$46.26
		5th 6 months……..……	$44.99	$46.34	$48.20
		6th 6 months……..……	$46.57	$47.97	$49.89
N	9932	Technician, Test			
		1st 6 months……..……	$43.18	$44.48	$46.26
		2nd 6 months……..……..	$44.99	$46.34	$48.20
		3rd 6 months……..……..	$46.57	$47.97	$49.89
		4th 6 months……..……	$50.82	$52.34	$54.44
		5th 6 months……..……	$52.50	$54.07	$56.23
		6th 6 months……..……	$54.17	$55.80	$58.03
P	9936	Technician A, Test			
		1st 6 months……..……..	$55.90	$57.57	$59.87
		Thereafter…….	$62.08	$63.95	$66.51
G	8950	Tender, Reservoir Headworks..…..……..	$40.76	$41.98	$43.66

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
B	7961	*Typist, Junior			
		1st 3 months……	$19.82	$20.41	$21.23
		2nd 3 months……	$21.60	$22.25	$23.14
		3rd 3 months……	$23.70	$24.41	$25.39
		4th 3 months……	$25.92	$26.69	$27.76
		5th 6 months……	$27.90	$28.74	$29.89
		6th 6 months……	$30.14	$31.05	$32.29
		Promote, transfer or terminate			
C	9963	*Utilityman			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……	$26.50	$27.30	$28.39
		3rd 6 months……	$30.14	$31.05	$32.29
		Thereafter……	$33.30	$34.30	$35.67
E	9977	Utilityman, Territorial			
		1st 6 months……	$26.50	$27.30	$28.39
		2nd 6 months……	$30.14	$31.05	$32.29
		Thereafter……	$35.13	$36.18	$37.63
K	9988	Worker, Sheet Metal..……	$46.57	$47.97	$49.89

*Entry level job

Information Technology

Occupational Code		Job Title	2020	2021	2022
H	7157	Clerk, Communication Construction			
		1st 6 months	$39.84	$41.04	$42.68
		2nd 6 months	$41.73	$42.98	$44.70
		Thereafter	$43.74	$45.05	$46.85
E	7656	*Clerk, Communication Traffic			
		1st 6 months	$31.32	$32.26	$33.55
		2nd 6 months	$33.30	$34.30	$35.67
		Thereafter	$34.89	$35.93	$37.37
I	7294	Clerk, Division Accounting			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		Thereafter	$46.16	$47.55	$49.45
F	7655	*Clerk, Field Office			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
		As qualified	$31.69	$32.64	$33.94
		As qualified	$33.30	$34.30	$35.67
		As qualified	$35.73	$36.80	$38.27
		Promote to Records Clerk, transfer or terminate			
D	7510	*Clerk, Junior Correspondence			
		1st 3 months	$22.08	$22.74	$23.65
		2nd 3 months	$23.70	$24.41	$25.39
		3rd 3 months	$25.92	$26.69	$27.76
		Next 3 months	$27.90	$28.74	$29.89
		Next 6 months	$30.14	$31.05	$32.29
		Next 6 months	$33.30	$34.30	$35.67
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
C	7663	*Clerk, Junior Field Office			
		1st 3 months	$20.81	$21.43	$22.29
		2nd 3 months	$22.08	$22.74	$23.65
		3rd 3 months	$24.39	$25.13	$26.13
		4th 3 months	$26.50	$27.30	$28.39
		5th 3 months	$28.61	$29.47	$30.65
		6th 3 months	$31.69	$32.64	$33.94
		Promote, transfer or terminate			
H	7268	Clerk, Records			
		1st 6 months	$39.84	$41.04	$42.68
		As qualified	$40.78	$42.00	$43.68
		As qualified	$41.73	$42.98	$44.70
F	7666	*Clerk, Report			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$29.73	$30.63	$31.85
		As qualified	$31.69	$32.64	$33.94
		As qualified	$33.88	$34.90	$36.30
		Thereafter	$36.92	$38.03	$39.55
K	7295	Clerk, Supervising Division	$50.12	$51.63	$53.69
J	7250	Clerk, Supervising Material			
		1st 6 months	$45.17	$46.53	$48.39
		2nd 6 months	$46.16	$47.55	$49.45
		Thereafter	$47.22	$48.64	$50.59
A	7667	*Clerk, Trainee			
		1st 3 months	$18.49	$19.05	$19.81
		2nd 3 months	$19.82	$20.41	$21.23
		3rd 3 months	$21.60	$22.25	$23.14
		4th 3 months	$23.70	$24.41	$25.39
		5th 3 months	$25.92	$26.69	$27.76
		6th 3 months	$28.61	$29.47	$30.65
		Promote, transfer or terminate			

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
D	7669	*Clerk, Typist			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$31.69	$32.64	$33.94
		Thereafter	$33.30	$34.30	$35.67
J	7430	Expediter, Material			
		1st 6 months	$45.17	$46.53	$48.39
		As qualified	$46.16	$47.55	$49.45
		Thereafter	$47.22	$48.64	$50.59
F	9578	Handler, Assistant Material			
		1st 6 months	$30.14	$31.05	$32.29
		2nd 6 months	$31.69	$32.64	$33.94
		3rd 6 months	$33.30	$34.30	$35.67
		4th 6 months	$34.89	$35.93	$37.37
		5th 6 months	$36.92	$38.03	$39.55
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material	$40.78	$42.00	$43.68
I	9522	Handler, Senior Material			
		1st 6 months	$42.70	$43.98	$45.74
		Thereafter	$43.74	$45.05	$46.85
C	9754	*Laborer			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
E	7690	Operator, Assistant Supervising Telephone	$36.83	$37.93	$39.45

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
C	7714	*Operator, Junior Telephone			
		1st 3 months	$20.81	$21.43	$22.29
		2nd 3 months	$22.08	$22.74	$23.65
		3rd 3 months	$24.39	$25.13	$26.13
		4th 3 months	$26.50	$27.30	$28.39
		5th 3 months	$28.61	$29.47	$30.65
		6th 3 months	$31.69	$32.64	$33.94
		Promote, transfer or terminate			
F	7641	Operator, On Call Telephone			
		Per day rate	$34.28	$35.31	$36.72
E	7642	Operator, Relief Telephone	$34.09	$35.12	$36.52
D	7643	*Operator, Telephone			
		1st 3 months	$22.08	$22.74	$23.65
		2nd 3 months	$23.70	$24.41	$25.39
		3rd 3 months	$25.92	$26.69	$27.76
		4th 3 months	$27.90	$28.74	$29.89
		Next 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
N	9922	Technician, Area Communication	$55.05	$56.70	$58.96
N	9929	Technician, Communication			
		1st 6 months	$43.18	$44.48	$46.26
		2nd 6 months	$44.99	$46.34	$48.20
		3rd 6 months	$46.57	$47.97	$49.89
		4th 6 months	$50.82	$52.34	$54.44
		5th 6 months	$52.50	$54.07	$56.23
		Thereafter	$54.17	$55.80	$58.03
G	9923	*Technician, Junior Communication			
		1st 6 months	$37.06	$38.17	$39.70
		2nd 6 months	$38.58	$39.74	$41.33
		3rd 6 months	$39.95	$41.15	$42.80
		Promote on bid basis to Communication Technician, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
P	9956	Technician, Supervising Communication			
		1st 6 months	$61.05	$62.88	$65.39
		Thereafter	$62.08	$63.95	$66.51
O	9957	Technician, Systems Communication	$55.39	$57.05	$59.33
		After 1st 12 months	$56.77	$58.47	$60.81
J	9937	*Testboardman			
		1st 6 months	$31.37	$32.31	$33.60
		2nd 6 months	$33.71	$34.72	$36.11
		3rd 6 months	$36.40	$37.49	$38.99
		4th 6 months	$39.27	$40.45	$42.06
		5th 6 months	$41.53	$42.78	$44.49
		6th 6 months	$43.98	$45.30	$47.11
		Thereafter	$45.79	$47.16	$49.05
B	7961	*Typist, Junior			
		1st 3 months	$19.82	$20.41	$21.23
		2nd 3 months	$21.60	$22.25	$23.14
		3rd 3 months	$23.70	$24.41	$25.39
		4th 3 months	$25.92	$26.69	$27.76
		Next 6 months	$27.90	$28.74	$29.89
		Next 6 months	$30.14	$31.05	$32.29
		Promote, transfer or terminate			
C	9963	*Utilityman			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67

*Entry level job

Shop Services and Instrumentation

Occupational Code		Job Title	2020	2021	2022
F	7654	Aide, Laboratory			
		1st 6 months	$31.69	$32.64	$33.94
		2nd 6 months	$33.30	$34.30	$35.67
		As qualified	$34.89	$35.93	$37.37
		Thereafter	$36.92	$38.03	$39.55
I	7294	Clerk, Division Accounting			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		Thereafter	$46.16	$47.55	$49.45
F	7655	*Clerk, Field Office			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
		As qualified	$31.69	$32.64	$33.94
		As qualified	$33.30	$34.30	$35.67
		As qualified	$35.73	$36.80	$38.27
		Promote to Records Clerk, transfer or terminate			
C	7663	*Clerk, Junior Field Office			
		1st 6 months	$20.81	$21.43	$22.29
		2nd 6 months	$22.08	$22.74	$23.65
		3rd 6 months	$24.39	$25.13	$26.13
		4th 6 months	$26.50	$27.30	$28.39
		5th 6 months	$28.61	$29.47	$30.65
		6th 6 months	$31.69	$32.64	$33.94
		Promote, transfer or terminate			
H	7268	Clerk, Records			
		1st 6 months	$39.84	$41.04	$42.68
		As qualified	$40.78	$42.00	$43.68
		As qualified	$41.73	$42.98	$44.70
		Promote to Division Accounting Clerk, transfer terminate or hold			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
F	8311	*Clerk, Report			
		1st 6 months……	$26.26	$27.05	$28.13
		2nd 6 months……	$27.90	$28.74	$29.89
		3rd 6 months……	$29.73	$30.63	$31.85
		As qualified……	$31.69	$32.64	$33.94
		As qualified……	$33.88	$34.90	$36.30
		As qualified……	$36.92	$38.03	$39.55
		Promote to Records Clerk, transfer or hold			
K	7295	Clerk, Supervising Division……	$50.12	$51.63	$53.69
J	9328	Clerk, Supervising Warehouse……	$47.22	$48.64	$50.59
D	7669	*Clerk, Typist			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……	$27.90	$28.74	$29.89
		3rd 6 months……	$31.69	$32.64	$33.94
		Thereafter……	$33.30	$34.30	$35.67
I	9327	Clerk, Warehouse			
		1st 6 months……	$42.70	$43.98	$45.74
		Thereafter……	$43.74	$45.05	$46.85
G	9320	Driver, Light Duty			
		1st 6 months……	$38.58	$39.74	$41.33
		Thereafter……	$39.95	$41.15	$42.80
P	9240	Foreman, Motor/Generator Specialist			
		1st 6 months……	$55.90	$57.57	$59.87
		Thereafter……	$57.98	$59.72	$62.11
	9250	Foreman, Tool and Equipment Repairer			
		1st 6 months……	$55.90	$57.57	$59.87
		Thereafter……	$57.98	$59.72	$62.11

*Entry level job

Occupational Code		Job Title	2020	2021	2022
P	9235	Foreman, Transformer Specialist			
		1st 6 months……	$55.90	$57.57	$59.87
		Thereafter……	$57.98	$59.72	$62.11
P	9242	Foreman, Welder			
		1st 6 months……	$55.05	$56.70	$58.96
		Thereafter……	$57.98	$59.72	$62.11
G	9558	Handler, Material			
		1st 6 months……	$36.81	$37.91	$39.43
		Thereafter……	$40.78	$42.00	$43.68
E	9576	*Helper, Motor/Generator			
		1st 6 months……	$26.26	$27.05	$28.13
		2nd 6 months……	$28.61	$29.47	$30.65
		3rd 6 months……	$31.69	$32.64	$33.94
		4th 6 months……	$33.30	$34.30	$35.67
		Thereafter……	$35.76	$36.83	$38.31
E	9548	*Helper, Transformer			
		1st 6 months……	$26.26	$27.05	$28.13
		2nd 6 months……	$28.61	$29.47	$30.65
		3rd 6 months……	$31.69	$32.64	$33.94
		4th 6 months……	$33.30	$34.30	$35.67
		Thereafter……	$35.76	$36.83	$38.31
C	9754	*Laborer			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……	$26.50	$27.30	$28.39
		3rd 6 months……	$30.14	$31.05	$32.29
		Thereafter……	$33.30	$34.30	$35.67
L	9613	Machinist, Apparatus Repair……..	$51.67	$53.22	$55.35

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	9612	Machinist, Apprentice Apparatus Repair			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		5th 6 months	$44.99	$46.34	$48.20
		Thereafter	$46.57	$47.97	$49.89
L	9644	Mechanic, Instrument			
		1st 6 months	$46.57	$47.97	$49.89
		Thereafter	$50.82	$52.34	$54.44
M	9645	Mechanic, Instrument A	$52.50	$54.07	$56.23
	9646	Mechanic, Maintenance	$44.99	$46.34	$48.19
H	9718	Operator, Fork Lift			
		1st 6 months	$39.95	$41.15	$42.80
		Thereafter	$41.53	$42.78	$44.49
J	9782	Painter			
		1st 6 months	$39.95	$41.15	$42.80
		2nd 6 months	$41.53	$42.78	$44.49
		3rd 6 months	$43.18	$44.48	$46.26
		Thereafter	$44.99	$46.34	$48.20
J	9811	Repairer, Tool & Equipment			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		Thereafter	$46.12	$47.50	$49.40
K	9817	Specialist 1, Motor/Generator			
		1st 6 months	$41.53	$42.78	$44.49
		Thereafter	$45.37	$46.73	$48.60

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	9839	Specialist 2, Motor/Generator			
		1st 6 months	$47.33	$48.75	$50.70
		Thereafter	$52.93	$54.51	$56.70
K	9812	Specialist 1, Transformer			
		1st 6 months	$41.53	$42.78	$44.49
		Thereafter	$45.37	$46.73	$48.60
L	9829	Specialist 2, Transformer			
		1st 6 months	$47.33	$48.75	$50.70
		Thereafter	$52.93	$54.51	$56.70
N	9947	Technician, Electrical Apparatus Test			
		1st 6 months	$46.57	$47.97	$49.89
		2nd 6 months	$48.65	$50.11	$52.11
		3rd 6 months	$50.82	$52.34	$54.44
		4th 6 months	$52.50	$54.07	$56.23
		Thereafter	$54.17	$55.80	$58.03
O	9948	Technician, Electrical Apparatus Test A			
		1st 6 months	$55.05	$56.70	$58.96
		Thereafter	$56.79	$58.49	$60.83
K	9919	Technician, Instrument			
		1st 6 months	$44.99	$46.34	$48.20
		Thereafter	$46.57	$47.97	$49.89
P	8732	Technician, Instrument Control and Electrical			
		1st 6 months	$57.01	$58.72	$61.07
		Thereafter	$58.71	$60.47	$62.89
K	9934	Technician, Laboratory			
		1st 6 months	$46.57	$47.97	$49.89
		2nd 6 months	$48.65	$50.11	$52.11
		3rd 6 months	$50.82	$52.34	$54.44
		4th 6 months	$52.50	$54.07	$56.23
		Thereafter	$54.17	$55.80	$58.03

*Entry level job

Occupational Code		Job Title	2020	2021	2022
O	9935	Technician, Laboratory A – Selective			
		1st 6 months	$55.05	$56.70	$58.96
		Thereafter	$56.77	$58.47	$60.81
M	9945	Technician, Laboratory Relay			
		1st 6 months	$46.57	$47.97	$49.89
		2nd 6 months	$48.23	$49.67	$51.66
		3rd 6 months	$49.94	$51.44	$53.49
		Thereafter	$51.67	$53.22	$55.35
C	9963	*Utilityman			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
K	9985	Welder, Apprentice			
		1st 6 months	$38.59	$39.75	$41.34
		2nd 6 months	$39.96	$41.16	$42.81
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.19	$44.49	$46.27
		5th 6 months	$44.99	$46.34	$48.19
		6th 6 months	$46.57	$47.97	$49.89
L	9991	Welder, Certified	$50.29	$51.80	$53.87
L	9986	Welder, Layout	$50.83	$52.35	$54.45
D	9980	*Worker, Warehouse			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$34.50	$35.54	$36.96

*Entry level job

Steam

Occupational Code		Job Title	2020	2021	2022
H	7069	Assistant, Laboratory			
		1st 6 months	$35.76	$36.83	$38.31
		2nd 6 months	$37.06	$38.17	$39.70
		3rd 6 months	$38.58	$39.74	$41.33
		4th 6 months	$39.95	$41.15	$42.80
		5th 6 months	$41.53	$42.78	$44.49
		Thereafter	$43.18	$44.48	$46.26
F	8022	*Assistant, Operating			
		1st 6 months	$27.36	$28.18	$29.31
		2nd 6 months	$30.14	$31.05	$32.29
		3rd 6 months	$33.30	$34.30	$35.67
		Thereafter	$36.58	$37.67	$39.18
I	7294	Clerk, Division Accounting			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		Thereafter	$46.16	$47.55	$49.45
F	7655	*Clerk, Field Office			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
		As qualified	$31.69	$32.64	$33.94
		As qualified	$33.30	$34.30	$35.67
		As qualified	$35.73	$36.80	$38.27
		Promote to Records Clerk, transfer or terminate			
H	7268	Clerk, Records			
		1st 6 months	$39.84	$41.04	$42.68
		As qualified	$40.78	$42.00	$43.68
		As qualified	$41.73	$42.98	$44.70
		Promote to Division Accounting Clerk, transfer, terminate or hold			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	7295	Clerk, Supervising Division……	$50.12	$51.63	$53.69
L	7260	Clerk, Supervising Station			
		1st 6 months……	$50.12	$51.63	$53.69
		Thereafter……	$51.29	$52.83	$54.95
L	9340	Electrician……	$51.67	$53.22	$55.35
K	9350	Electrician, Apprentice			
		1st 6 months……	$38.58	$39.74	$41.33
		2nd 6 months……	$39.95	$41.15	$42.80
		3rd 6 months……	$41.53	$42.78	$44.49
		4th 6 months……	$43.18	$44.48	$46.26
		5th 6 months……	$44.99	$46.34	$48.20
		6th 6 months……	$46.57	$47.97	$49.89
		Promote to job code L 9340			
F	9578	Handler, Assistant Material			
		1st 6 months……	$30.14	$31.05	$32.29
		2nd 6 months……	$31.69	$32.64	$33.94
		3rd 6 months……	$33.30	$34.30	$35.67
		4th 6 months……	$34.89	$35.93	$37.37
		5th 6 months……	$36.92	$38.03	$39.55
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material……	$40.78	$42.00	$43.68
I	9522	Handler, Senior Material			
		1st 6 months……	$42.70	$43.98	$45.74
		Thereafter……	$43.74	$45.05	$46.85
E	9579	Helper, Electrical			
		1st 6 months……	$31.32	$32.26	$33.55
		2nd 6 months……	$33.30	$34.30	$35.67
		3rd 6 months……	$34.89	$35.93	$37.37
		Thereafter……	$35.76	$36.83	$38.31

*Entry level job

Occupational Code		Job Title	2020	2021	2022
E	9581	*Helper, Maintenance - Steam			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.30	$34.30	$35.67
		Thereafter	$35.76	$36.83	$38.31
C	9754	*Laborer			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months	$38.59	$39.75	$41.34
		2nd 6 months	$39.96	$41.16	$42.81
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.19	$44.49	$46.27
L	9622	Machinist, Maintenance	$51.67	$53.22	$55.35
L	9638	Mechanic, Boiler & Condenser			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$40.51	$41.73	$43.40
		3rd 6 months	$42.43	$43.71	$45.46
		4th 6 months	$44.39	$45.72	$47.55
		5th 6 months	$46.30	$47.68	$49.59
		6th 6 months[1]	$48.23	$49.67	$51.66
		Thereafter	$51.67	$53.22	$55.35
		[1] Hold point for certain employees not qualifying in welding			
L	8733	Mechanic, Machinist			
		1st 6 months	$49.19	$50.66	$52.69
		Thereafter	$52.71	$54.29	$56.46

*Entry level job

Occupational Code		Job Title	2020	2021	2022
M	8668	Operator, Assistant Control			
		Hold Rate	$51.67	$53.22	$55.35
		Thereafter	$52.50	$54.07	$56.23
P	8730	Operator, Control			
		1st 6 months	$57.01	$58.72	$61.07
		Thereafter	$58.71	$60.47	$62.89
I	9710	Operator, Crane[1]	$43.18	$44.48	$46.26
		[1]Upgrade classification only			
K	8731	Operator, Mechanic			
		1st 6 months	$44.43	$45.76	$47.59
		2nd 6 months	$46.21	$47.59	$49.50
		3rd 6 months	$48.14	$49.58	$51.57
		4th 6 months	$51.44	$52.98	$55.10
		As Qualified	$53.72	$55.33	$57.55
K	8738	Operator, Plant Equipment			
		1st 6 months	$39.95	$41.15	$42.80
		2nd 6 months	$41.53	$42.78	$44.49
		3rd 6 months	$43.18	$44.48	$46.26
		4th 6 months	$44.99	$46.34	$48.20
		Thereafter	$48.07	$49.51	$51.50
J	9782	Painter			
		1st 6 months	$39.95	$41.15	$42.80
		2nd 6 months	$41.53	$42.78	$44.49
		3rd 6 months	$43.18	$44.48	$46.26
		Thereafter	$44.99	$46.34	$48.20
L	9914	Technician, Chemical			
		1st 6 months	$46.57	$47.97	$49.89
		Thereafter	$51.67	$53.22	$55.35

*Entry level job

Occupational Code		Job Title	2020	2021	2022
P	8732	Technician, Instrument Control and Electrical			
		1st 6 months	$57.01	$58.72	$61.07
		Thereafter	$58.71	$60.47	$62.89
N	9932	Technician, Test			
		1st 6 months	$43.18	$44.48	$46.26
		2nd 6 months	$44.99	$46.34	$48.20
		3rd 6 months	$46.57	$47.97	$49.89
		4th 6 months	$50.82	$52.34	$54.44
		5th 6 months	$52.50	$54.07	$56.23
		6th 6 months	$54.17	$55.80	$58.03
C	9963	*Utilityman			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
E	9977	Utilityman, Territorial			
		1st 6 months	$26.50	$27.30	$28.39
		2nd 6 months	$30.14	$31.05	$32.29
		Thereafter	$35.13	$36.18	$37.63
L	9989	Welder	$51.67	$53.22	$55.35

*Entry level job

Supply Management

Occupational Code		Job Title	2020	2021	2022
J	7117	Clerk, Accounting and Statistical			
		1st 6 months	$45.17	$46.53	$48.39
		2nd 6 months	$46.16	$47.55	$49.45
		Thereafter	$47.22	$48.64	$50.59
I	7152	Clerk and Cashier, Salvage Offices			
		1st 6 months	$39.84	$41.04	$42.68
		2nd 6 months	$40.78	$42.00	$43.68
		3rd 6 months	$41.73	$42.98	$44.70
		4th 6 months	$42.70	$43.98	$45.74
		5th 6 months	$43.74	$45.05	$46.85
		Thereafter	$45.17	$46.53	$48.39
F	7666	*Clerk, Report			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$29.73	$30.63	$31.85
		As qualified	$31.69	$32.64	$33.94
		As qualified	$33.88	$34.90	$36.30
		Thereafter	$36.92	$38.03	$39.55
J	7235	Clerk, Salvage Bid			
		1st 6 months	$40.78	$42.00	$43.68
		2nd 6 months	$41.73	$42.98	$44.70
		3rd 6 months	$42.71	$43.99	$45.75
		4th 6 months	$43.74	$45.05	$46.85
		5th 6 months	$45.17	$46.53	$48.39
		Thereafter	$46.16	$47.55	$49.45

*Entry level job

Occupational Code		Job Title	2020	2021	2022
A	7667	*Clerk, Trainee			
		1st 3 months	$18.49	$19.05	$19.81
		2nd 3 months	$19.82	$20.41	$21.23
		3rd 3 months	$21.60	$22.25	$23.14
		4th 3 months	$23.70	$24.41	$25.39
		5th 3 months	$25.92	$26.69	$27.76
		6th 3 months	$28.61	$29.47	$30.65
		Promote, transfer or terminate			
D	7669	*Clerk, Typist			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$27.90	$28.74	$29.89
		3rd 6 months	$31.69	$32.64	$33.94
		Thereafter	$33.30	$34.30	$35.67
I	7378	Clerk, Warehouse			
		1st 6 months	$39.84	$41.04	$42.68
		2nd 6 months	$40.78	$42.00	$43.68
		3rd 6 months	$41.73	$42.98	$44.70
		4th 6 months	$42.70	$43.98	$45.74
		Thereafter	$43.74	$45.05	$46.85
J	9312	Driver, Heavy Transportation	$43.98	$45.30	$47.11
G	9323	Driver, Light Transportation			
		1st 6 months	$38.58	$39.74	$41.33
		Thereafter	$39.95	$41.15	$42.80
L	9325	Driver, Supervising Transportation	$49.09	$50.56	$52.58
H	9326	Driver, Transportation	$41.53	$42.78	$44.49
G	9531	Handler, Material			
		1st 6 months	$36.81	$37.91	$39.43
		2nd 6 months	$37.69	$38.82	$40.37
		3rd 6 months	$38.95	$40.12	$41.72
		4th 6 months	$39.84	$41.04	$42.68
		Thereafter	$40.78	$42.00	$43.68

*Entry level job

Occupational Code		Job Title	2020	2021	2022
M	9701	Operator 1, Construction Equipment			
		1st 6 months[1]	$51.67	$53.22	$55.35
		2nd 6 months[2]	$52.50	$54.07	$56.23
		Thereafter	$53.38	$54.98	$57.18
		[1]When acting as second operator of Lattice Boom cranes only			
		[2]Promotion from Construction Equipment Operator 2			
L	9702	Operator 2, Construction Equipment			
		1st 6 months	$48.23	$49.67	$51.66
		2nd 6 months	$49.52	$51.00	$53.04
		Thereafter	$50.82	$52.34	$54.44
K	9703	Operator 3, Construction Equipment			
		1st 6 months	$44.99	$46.34	$48.20
		2nd 6 months	$45.79	$47.16	$49.05
		Thereafter	$46.57	$47.97	$49.89
I	9704	Operator 4, Construction Equipment			
		1st 6 months	$43.18	$44.48	$46.26
		Thereafter	$43.98	$45.30	$47.11
L	8940	Supervisor, Material & Equipment Sales			
		Thereafter	$50.12	$51.63	$53.69
L	9909	Supervisor I, Warehouse			
		Thereafter	$50.12	$51.63	$53.69
K	9063	Supervisor II, Warehouse			
		Thereafter	$48.81	$50.28	$52.29
J	9066	Supervisor III, Warehouse			
		Thereafter	$46.27	$47.66	$49.57
C	7947	*Typist			
		1st 3 months	$20.81	$21.43	$22.29
		Next 6 months	$22.08	$22.74	$23.65
		Next 6 months	$24.39	$25.13	$26.13
		Next 6 months	$26.50	$27.30	$28.39
		Next 6 months	$28.61	$29.47	$30.65
		Thereafter	$31.69	$32.64	$33.94

*Entry level job

Occupational Code		Job Title	2020	2021	2022
B	7961	*Typist, Junior			
		1st 3 months……	$19.82	$20.41	$21.23
		2nd 3 months……	$21.60	$22.25	$23.14
		3rd 3 months……	$23.70	$24.41	$25.39
		4th 3 months……	$25.92	$26.69	$27.76
		Next 6 Months……	$27.90	$28.74	$29.89
		Next 6 Months……	$30.14	$31.05	$32.29
		Promote, transfer or terminate			
D	9980	*Worker, Warehouse			
		1st 6 months……	$23.70	$24.41	$25.39
		2nd 6 months……	$26.50	$27.30	$28.39
		3rd 6 months……	$30.14	$31.05	$32.29
		4th 6 months……	$34.50	$35.54	$36.96
		Promote to Material Handler, transfer or terminate			

*Entry level job

System Operation Division

Occupational Code		Job Title	2020	2021	2022
N	9941	Technician, Control System[1] (System Opr)			
		1st 6 months……	$43.18	$44.48	$46.26
		2nd 6 months……	$44.99	$46.34	$48.20
		3rd 6 months……	$46.57	$47.97	$49.89
		4th 6 months……	$50.82	$52.34	$54.44
		5th 6 months……	$52.50	$54.07	$56.23
		Thereafter……	$54.17	$55.80	$58.03
		[1]Working seniority remains in Telecommunications Division; work location assigned in Control Systems Section Physical Staff P/R #825			
O	9978	Technician, Control System A[1] (System Opr)…	$58.73	$60.49	$62.91
		[1]Working seniority remains in Telecommunications Division; work location assigned in Control Systems Section - Physical Staff P/R #825			
P	9958	Technician, Supervising Control System			
		1st 6 months……	$58.80	$60.56	$62.98
		Thereafter……	$62.26	$64.13	$66.69

*Entry level job

Transmission/Substation

Occupational Code		Job Title	2020	2021	2022
I	8283	Accountant, Construction/Maintenance			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		4th 6 months	$46.16	$47.55	$49.45
		Thereafter	$48.28	$49.73	$51.72
I	8282	Accountant, Supervising Construction/Maintenance			
		1st 6 months	$52.43	$54.00	$56.16
		Thereafter	$53.66	$55.26	$57.48
J	9155	Carpenter			
		1st 6 months	$42.35	$43.62	$45.36
		2nd 6 months	$43.98	$45.30	$47.11
		Thereafter	$45.79	$47.16	$49.05
F	8276	*Clerk, Construction/Maintenance			
		1st 6 months	$26.78	$27.58	$28.68
		2nd 6 months	$29.73	$30.63	$31.85
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.88	$34.90	$36.30
		5th 6 months	$36.92	$38.03	$39.55
		6th 6 months	$41.73	$42.98	$44.70
		Promote, transfer, or terminate			
E	7659	*Clerk, Division Correspondence			
		1st 6 months	$23.02	$23.71	$24.65
		2nd 6 months	$25.09	$25.84	$26.88
		3rd 6 months	$27.90	$28.74	$29.89
		4th 6 months	$30.14	$31.05	$32.29
		5th 6 months	$31.69	$32.64	$33.94
		Thereafter	$34.89	$35.93	$37.37

*Entry level job

Occupational Code		Job Title	2020	2021	2022
F	7660	Clerk, Division Office			
		1st 6 months	$25.09	$25.84	$26.88
		2nd 6 months	$26.78	$27.58	$28.68
		3rd 6 months	$29.73	$30.63	$31.85
		4th 6 months	$31.69	$32.64	$33.94
		5th 6 months	$33.88	$34.90	$36.30
		6th 6 months	$36.92	$38.03	$39.55
		Thereafter	$38.68	$39.84	$41.44
D	7670	*Clerk, Typist – Division			
		1st 6 months	$20.81	$21.43	$22.29
		2nd 6 months	$23.70	$24.41	$25.39
		3rd 6 months	$25.92	$26.69	$27.76
		4th 6 months	$27.90	$28.74	$29.89
		5th 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
H	9310	Driver, Heavy Duty	$41.53	$42.78	$44.49
G	9320	Driver , Light Duty			
		1st 6 months	$38.58	$39.74	$41.33
		Thereafter	$39.95	$41.15	$42.80
K	9350	Electrician, Apprentice			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		5th 6 months	$44.99	$46.34	$48.20
		6th 6 months	$46.57	$47.97	$49.89
		Promote to job code L 9340			

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	9360	Electrician, Apprentice Battery			
		1st 6 months……	$38.58	$39.74	$41.33
		2nd 6 months……	$39.95	$41.15	$42.80
		3rd 6 months……	$41.53	$42.78	$44.49
		4th 6 months……	$43.18	$44.48	$46.26
		5th 6 months……	$44.99	$46.34	$48.20
		6th 6 months……	$46.57	$47.97	$49.89
K	9351	Electrician, Apprentice Substation			
		1st 6 months……	$38.58	$39.74	$41.33
		2nd 6 months……	$39.95	$41.15	$42.80
		3rd 6 months……	$41.53	$42.78	$44.49
		4th 6 months……	$43.18	$44.48	$46.26
		5th 6 months……	$47.17	$48.58	$50.53
		6th 6 months……	$48.82	$50.29	$52.30
P	9235	Foreman, Transformer Specialist			
		1st 6 months……	$55.90	$57.57	$59.87
		Thereafter……	$57.98	$59.72	$62.11
L	9390	Electrician, Battery……	$50.82	$52.34	$54.44
L	9344	Electrician, Substation……	$54.17	$55.80	$58.03
N	9490	Foreman, Light Insulator Washer…….. (Upgrade Only)[1] [1]Upgrade to Senior Patrolman in Non-Division based locations except Eastern	$55.05	$56.70	$58.96
E	9528	*Groundman			
		1st 6 months……	$26.26	$27.05	$28.13
		2nd 6 months……	$28.61	$29.47	$30.65
		3rd 6 months……	$31.69	$32.64	$33.94
		4th 6 months……	$33.30	$34.30	$35.67
		Thereafter……..	$35.76	$36.83	$38.31

*Entry level job

Occupational Code		Job Title	2020	2021	2022
F	9578	Handler, Assistant Material			
		1st 6 months	$30.14	$31.05	$32.29
		2nd 6 months	$31.69	$32.64	$33.94
		3rd 6 months	$33.30	$34.30	$35.67
		4th 6 months	$34.89	$35.93	$37.37
		5th 6 months	$36.92	$38.03	$39.55
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material	$40.78	$42.00	$43.68
E	9579	Helper, Electrical			
		1st 6 months	$31.32	$32.26	$33.55
		2nd 6 months	$33.30	$34.30	$35.67
		3rd 6 months	$34.89	$35.93	$37.37
		Thereafter	$35.76	$36.83	$38.31
E	9548	*Helper, Transformer			
		1st 6 months	$26.26	$27.05	$28.13
		2nd 6 months	$28.61	$29.47	$30.65
		3rd 6 months	$31.69	$32.64	$33.94
		4th 6 months	$33.30	$34.30	$35.67
		Thereafter	$35.76	$36.83	$38.31
C	9754	*Laborer			
		1st 6 months	$23.70	$24.41	$25.39
		2nd 6 months	$26.50	$27.30	$28.39
		3rd 6 months	$30.14	$31.05	$32.29
		Thereafter	$33.30	$34.30	$35.67
K	9605	Linemen, Apprentice			
		1st 6 months	$38.58	$39.74	$41.33
		2nd 6 months	$39.95	$41.15	$42.80
		3rd 6 months	$41.53	$42.78	$44.49
		4th 6 months	$43.18	$44.48	$46.26
		5th 6 months	$48.68	$50.14	$52.15
		6th 6 months	$50.40	$51.91	$53.99

*Entry level job

Occupational Code		Job Title	2020	2021	2022
M	9611	Lineman, Journeyman			
		1st 6 months……	$59.33	$61.11	$63.55
		Thereafter……	$61.29	$63.13	$65.65
J	9606	Lineman, Utility……	$48.68	$50.14	$52.15
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months……	$38.58	$39.74	$41.33
		2nd 6 months……	$39.95	$41.15	$42.80
		3rd 6 months……	$41.53	$42.78	$44.49
		4th 6 months……	$43.18	$44.48	$46.26
		5th 6 months……	$44.99	$46.34	$48.20
		6th 6 months……	$46.57	$47.97	$49.89
L	9622	Machinist, Maintenance……	$51.67	$53.22	$55.35
K	8775	Operator, Apprentice System			
		Trainee 1st 6 months**……	$48.96	$50.42	$52.44
		Trainee 2nd 6 months**……	$53.67	$55.28	$57.49
		Trainee 3rd 6 months**……	$56.09	$57.78	$60.09
		Trainee 4th 6 months**……	$58.39	$60.14	$62.55
		Upon completion - progress to 1s step ASO			
		** ASO's and ASOT's must meet all requirements in each step of the program. If unable to meet requirements, candidates must promote, transfer, bid or terminate			
I	8692	Operator, Assistant 2nd Engine			
		1st 6 months……	$39.95	$41.15	$42.80
		2nd 6 months……	$41.53	$42.78	$44.49
		Thereafter……	$43.18	$44.48	$46.26
N	8699	Operator, Chief Engine……	$54.17	$55.80	$58.03
M	8702	Operator, Chief Substation……	$51.67	$53.22	$55.35
M	8712	Operator, Chief Switchboard Diesel……	$52.50	$54.07	$56.23

*Entry level job

Occupational Code		Job Title	2020	2021	2022
K	8705	Operator, Distribution System……....	$48.07	$49.51	$51.50
M	8718	Operator, Engine……..	$52.50	$54.07	$56.23
H	9727	Operator, Light Road & Construction Equipment…	$42.35	$43.62	$45.36
	9740	Operator 1, Right of Way Equipment			
		1st 6 months……..……	$41.53	$42.78	$44.49
		Thereafter……...…….	$42.35	$43.62	$45.36
	9741	Operator 2, Right of Way Equipment			
		1st 6 months……..……	$44.99	$46.34	$48.20
		2nd 6 months……..……..	$45.79	$47.16	$49.05
		Thereafter……...…….	$46.57	$47.97	$49.89
	9742	Operator 3, Right of Way Equipment			
		1st 6 months……..……	$48.23	$49.67	$51.66
		2nd 6 months……..……..	$49.52	$51.00	$53.04
		Thereafter……...…….	$50.82	$52.34	$54.44
J	8758	Operator, 2nd Engine……..	$44.99	$46.34	$48.20
J	8763	Operator, Substation			
		1st 6 months……..……	$39.95	$41.15	$42.80
		2nd 6 months……...……...	$41.53	$42.78	$44.49
		3rd 6 months……...…..……..	$43.18	$44.48	$46.26
		Thereafter……...…..……	$44.99	$46.34	$48.20
F	8772	*Operator, Trainee			
		1st 4 months……..……	$31.69	$32.64	$33.94
		2nd 2 months……...……...	$33.88	$34.90	$36.30
		Promote, transfer or terminate			
N	8776	Operator, Transmission System……	$60.75	$62.57	$65.08
	6417	Outage Coordinator 1	$31.20	$32.14	$33.42
	6418	Outage Coordinator 2	$38.48	$39.63	$41.22
	6420	Supervising, Outage Coordinator	$56.16	$57.84	$60.16

*Entry level job

Occupational Code		Job Title	2020	2021	2022
J	9782	Painter			
		1st 6 months	$39.95	$41.15	$42.80
		2nd 6 months	$41.53	$42.78	$44.49
		3rd 6 months	$43.18	$44.48	$46.26
		Thereafter	$44.99	$46.34	$48.20
O	9796	Patrolman, Senior	$65.17	$67.13	$69.81
	6415	Program Writer 1	$45.76	$47.13	$49.02
	6416	Program Writer 2	$51.12	$52.65	$54.76
	6419	Supervising, Program Writer	$58.24	$59.99	$62.39
K	9812	Specialist 1, Transformer			
		1st 6 months	$41.53	$42.78	$44.49
		Thereafter	$45.37	$46.73	$48.60
L	9829	Specialist 2, Transformer			
		1st 6 months	$47.33	$48.75	$50.70
		Thereafter	$52.93	$54.51	$56.70
L	9863	Splicer, Apprentice Substation Cable			
		1st 6 months[1]	$38.58	$39.74	$41.33
		2nd 6 months[2]	$39.95	$41.15	$42.80
		3rd 6 months[3]	$41.53	$42.78	$44.49
		4th 6 months[4]	$43.18	$44.48	$46.26
		5th 6 months[5]	$44.99	$46.34	$48.20
		6th 6 months[6]	$46.57	$47.97	$49.89
		On Bid			
		1 From 1st and 2nd-Step Apprentice Electrician			
		2 From 3rd-Step Apprentice Electrician			
		3 From 4th-Step Apprentice Electrician			
		4 From 5th-Step Apprentice Electrician			
		5 From 6th-Step Apprentice Electrician			
		6 From Electrician, 12 months in 6th Step required at	$46.57	$47.97	$49.89

*Entry level job

Occupational Code		Job Title	2020	2021	2022
L	9865	Splicer, Apprentice Transmission Cable			
		1st 6 months[1]…….……..	$38.58	$39.74	$41.33
		2nd 6 months[2]……...…….	$39.95	$41.15	$42.80
		3rd 6 months[3]……..…...…….	$41.53	$42.78	$44.49
		4th 6 months[4]...……..……..……...	$43.18	$44.48	$46.26
		5th 6 months[5]……..……..…….	$44.99	$46.34	$48.20
		6th 6 months[6]……..……..…….	$46.57	$47.97	$49.89
		On Bid			
		1 From 1st and 2nd-Step Apprentice Lineman-Splicer, Groundman			
		2 From 3rd-Step Apprentice Splicer			
		3 From 4th-Step Apprentice Splicer			
		4 From 5th-Step Apprentice Splicer			
		5 From 6th-Step Apprentice Splicer			
		6 From 1st-Step Lineman-Splicer			
		at ……	$46.57	$47.97	$49.89
M	9871	Splicer, Substation Cable			
		1st 6 months…….……	$51.65	$53.20	$55.32
		2nd 6 months……...……...	$53.38	$54.98	$57.18
		Thereafter……..…..……	$54.23	$55.86	$58.09
M	9877	Splicer, Transmission Cable			
		1st 6 months…….……	$50.82	$52.34	$54.44
		2nd 6 months……...……...	$52.50	$54.07	$56.23
		3rd 6 months……...……	$53.38	$54.98	$57.18
		Thereafter……..…..……	$54.23	$55.86	$58.09
		[1]1st 12 months on bid from Top-Step Lineman-Splicer			
O	9902	Subforeman, Mechanical Substation……	$55.90	$57.57	$59.87
N	9918	Supervisor, Road & Right of Way……..	$57.80	$59.54	$61.92

*Entry level job

Occupational Code		Job Title	2020	2021	2022
N	9947	Technician, Electrical Apparatus Test			
		1st 6 months	$46.57	$47.97	$49.89
		2nd 6 months	$48.65	$50.11	$52.11
		3rd 6 months	$50.82	$52.34	$54.44
		4th 6 months	$52.50	$54.07	$56.23
		Thereafter	$54.17	$55.80	$58.03
O	9948	Technician, Electrical Apparatus Test A			
		1st 6 months	$55.05	$56.70	$58.96
		Thereafter	$56.79	$58.49	$60.83
N	9827	Technician, Test			
		1st 6 months	$44.35	$45.68	$47.51
		2nd 6 months	$46.16	$47.55	$49.45
		3rd 6 months	$47.74	$49.17	$51.14
		4th 6 months	$52.00	$53.56	$55.70
		5th 6 months	$53.68	$55.29	$57.50
		6th 6 months	$55.35	$57.01	$59.30
P	9826	Technician A, Test	$58.73	$60.49	$62.91
Q	9825	Technician, Test Supervising	$62.08	$63.95	$66.51
C	9974	*Utilityman			
		1st 6 months	$23.70	$24.41	$25.39
		Promote, transfer or terminate			
E	9977	Utilityman, Territorial			
		1st 6 months	$26.50	$27.30	$28.39
		2nd 6 months	$30.14	$31.05	$32.29
		Thereafter	$35.13	$36.18	$37.63

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
K	9985	Welder, Apprentice			
		1st 6 months……	$38.59	$39.75	$41.34
		2nd 6 months……	$39.96	$41.16	$42.81
		3rd 6 months……	$41.53	$42.78	$44.49
		4th 6 months……	$43.19	$44.49	$46.27
		5th 6 months……	$44.99	$46.34	$48.19
		6th 6 months……	$46.57	$47.97	$49.89
L	9986	Welder, Layout……	$50.83	$52.35	$54.45

*Entry level job

Transportation Services

Occupational Code		Job Title	2020	2021	2022
H	7147	Clerk, Automotive Repair			
		1st 6 months	$39.84	$41.04	$42.68
		Thereafter until qualified	$40.78	$42.00	$43.68
		As qualified	$41.73	$42.98	$44.70
J	7172	Clerk, Expediting			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		3rd 6 months	$45.17	$46.53	$48.39
		4th 6 months	$46.16	$47.55	$49.45
		Thereafter	$47.22	$48.64	$50.59
D	7510	*Clerk, Junior Correspondence			
		1st 3 months	$22.08	$22.74	$23.65
		2nd 3 months	$23.70	$24.41	$25.39
		3rd 3 months	$25.92	$26.69	$27.76
		4th 3 months	$27.90	$28.74	$29.89
		Next 3 months	$30.14	$31.05	$32.29
		Next 6 months	$33.30	$34.30	$35.67
		Promote, transfer or terminate			
I	8110	Clerk I, Transportation Accounting			
		1st 6 months	$42.70	$43.98	$45.74
		2nd 6 months	$43.74	$45.05	$46.85
		Thereafter	$46.16	$47.55	$49.45
G	8111	Clerk II, Transportation Accounting			
		1st 6 months	$37.60	$38.73	$40.28
		2nd 6 months	$38.95	$40.12	$41.72
		3rd 6 months	$40.06	$41.26	$42.91
		Thereafter	$41.73	$42.98	$44.70

*Entry level job

Occupational Code		Job Title	2020	2021	2022
E	8113	*Clerk III, Transportation Accounting			
		1st 6 months…….……..	$25.09	$25.84	$26.88
		2nd 6 months……...…….	$27.90	$28.74	$29.89
		3rd 6 months……..…..…….	$31.69	$32.64	$33.94
		4th 6 months……..…..…….	$34.89	$35.93	$37.37
		Promote, transfer or terminate			
	9770	Foreman			
		1st 6 months…….……..	$52.86	$54.45	$56.62
		Thereafter…….	$54.59	$56.23	$58.48
	9771	Foreman, Lead			
		1st 6 months…….……..	$56.35	$58.04	$60.36
		Thereafter…….	$58.13	$59.88	$62.27
	9878	Foreman, Sub……...	$51.05	$52.58	$54.69
F	9578	Handler, Assistant Material			
		1st 6 months…….……..	$30.14	$31.05	$32.29
		2nd 6 months……...…….	$31.69	$32.64	$33.94
		3rd 6 months……..…..…….	$33.30	$34.30	$35.67
		4th 6 months……..…..…….	$34.89	$35.93	$37.37
		5th 6 months……..…..…….	$36.92	$38.03	$39.55
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material……..	$40.78	$42.00	$43.68
I	9522	Handler, Senior Material			
		1st 6 months…….……..	$42.70	$43.98	$45.74
		Thereafter……	$43.74	$45.05	$46.85
L	9618	Machinist, Automotive…….	$50.82	$52.34	$54.44
	9706	Operator 1, Crane			
		1st 6 months…….……..	$51.67	$53.22	$55.35
		2nd 6 months……...…….	$52.50	$54.07	$56.23
		Thereafter……	$53.38	$54.98	$57.18

*Entry level job

	Occupational Code	Job Title	2020	2021	2022
	9707	Operator 2, Crane			
		1st 6 months	$48.23	$49.67	$51.66
		2nd 6 months	$49.52	$51.00	$53.04
		Thereafter	$50.82	$52.34	$54.44
	9708	Operator 3, Crane			
		1st 6 months	$43.18	$44.48	$46.26
		Thereafter	$43.98	$45.30	$47.11
J	9786	Painter, Automotive	$44.99	$46.34	$48.20
	9767	Technician			
		1st 6 months	$37.49	$38.62	$40.16
		2nd 6 months	$38.86	$40.03	$41.63
		3rd 6 months	$40.45	$41.66	$43.33
		Thereafter, until qualified to promote			
	9766	Technician, Junior			
		1st 6 months	$27.30	$28.12	$29.24
		2nd 6 months	$31.05	$31.98	$33.26
		3rd 6 months	$34.30	$35.33	$36.75
		Thereafter, until qualified to promote			
	9768	Technician, Lead			
		1st 6 months	$44.03	$45.36	$47.17
		2nd 6 months	$45.73	$47.11	$48.99
		3rd 6 months	$47.62	$49.05	$51.01
		4th 6 months	$49.23	$50.71	$52.74
		Thereafter, until qualified to promote			
J	9952	Trimmer, Automotive	$45.79	$47.16	$49.05
K	9953	Trimmer, Automotive A	$48.07	$49.51	$51.50

*Entry level job

Exhibit A

The following represents existing job classifications within their respective work units and their wage rates as agreed upon by the Parties. The Company may add any existing job classifications to any work unit provided it does so at the wage rate established in the current work unit(s).

Catalina

Occupational Code		Job Title	2023	2024	2025
I	8283	Accountant, Construction/Maintenance			
		1st 6 months……	$50.20	$51.83	$53.38
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months……	$53.08	$54.81	$56.45
		4th 6 months……	$54.26	$56.02	$57.70
		Thereafter……	$56.75	$58.59	$60.35
K	8282	Accountant, Supervising Construction Maintenance			
		1st 6 months……	$61.63	$63.63	$65.54
		Thereafter……	$63.07	$65.12	$67.07
F	9071	*Clerk, Administrative			
		1st 6 months……	$34.49	$35.62	$36.68
		2nd 6 months……	$36.58	$37.77	$38.90
		3rd 6 months……	$39.29	$40.57	$41.79
		4th 6 months……	$41.16	$42.50	$43.77
		5th 3 months……	$42.21	$43.58	$44.89
		Thereafter……	$43.20	$44.60	$45.94
I	7338	Clerk, District Accounting			
		1st 6 months……	$47.93	$49.49	$50.97
		2nd 6 months……	$49.04	$50.64	$52.16
		3rd 6 months……	$50.20	$51.83	$53.38
		4th 6 months……	$51.40	$53.07	$54.67
		5th 6 months……	$53.08	$54.80	$56.45
		Thereafter……	$54.26	$56.02	$57.70
	7294	Clerk, Division Accounting			
		1st 6 months……	$50.19	$51.82	$53.37
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months……	$53.08	$54.81	$56.45
		Thereafter……	$54.26	$56.02	$57.70

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
	9327	Clerk, Warehouse			
		1st 6 months……	$50.19	$51.82	$53.37
		Thereafter……	$51.40	$53.07	$54.67
C	8276	*Clerk, Construction/Maintenance			
		1st 6 months……..	$31.48	$32.50	$33.48
		2nd 6 months……	$34.95	$36.08	$37.16
		3rd 6 months……	$37.25	$38.46	$39.61
		4th 6 months……	$39.83	$41.12	$42.36
		5th 6 months……	$43.39	$44.80	$46.15
		6th 6 months……	$49.04	$50.64	$52.16
		Promote, transfer, or terminate			
R	9482	Foreman, Electrical Crew			
		1st 6 months……	$80.31	$82.92	$85.41
		Thereafter……	$83.54	$86.25	$88.84
Q	9660	Foreman, Instru Control and Electrical Technician	$72.77	$75.14	$77.39
Q	8494	Foreman, Plant			
		1st 6 months……	$69.96	$72.23	$74.40
		Thereafter……	$72.77	$75.14	$77.39
Q	9067	Foreman I, Technician Electrical Maintenance			
		1st 6 months……	$69.96	$72.23	$74.40
		Thereafter……	$72.77	$75.14	$77.39
Q	9068	Foreman II, Technician Electrical Maintenance			
		1st 6 months……	$67.72	$69.92	$72.02
		Thereafter……	$70.44	$72.73	$74.91
Q	9516	Foreman, Water & Gas Crew			
		1st 6 months……	$69.96	$72.23	$74.40
		Thereafter……	$72.77	$75.14	$77.39
E	9585	*Groundman			
		1st 6 months……	$34.95	$36.08	$37.17
		2nd 6 months……	$37.24	$38.45	$39.61
		3rd 6 months……	$39.14	$40.41	$41.62
		4th 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70

*Entry level job

Occupational Code		Job Title	2023	2024	2025
E	9555	*Helper, Maintenance			
		1st 6 months	$34.95	$36.08	$37.17
		2nd 6 months	$37.24	$38.45	$39.61
		3rd 6 months	$39.14	$40.41	$41.62
		4th 6 months	$41.00	$42.34	$43.61
		5th 6 months	$42.03	$43.39	$44.70
		Promote to Mechanic, Water & Gas System			
K	9607	Lineman, Apprentice (Catalina)			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.97	$48.50	$49.95
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$57.23	$59.09	$60.86
		6th 6 months	$59.22	$61.15	$62.98
		Promote to Lineman			
M	9614	Lineman, Journeyman (Catalina)			
		1st 6 months	$69.73	$71.99	$74.15
		Thereafter	$72.04	$74.38	$76.61
	9079	Mechanic, Apprentice Plant Maintenance			
		1st 6 months	$44.14	$45.58	$46.94
		2nd 6 months	$46.24	$47.75	$49.18
		3rd 6 months	$48.34	$49.91	$51.41
		4th 6 months	$50.44	$52.08	$53.65
		5th 6 months	$52.55	$54.25	$55.88
		6th 6 months	$54.65	$56.42	$58.11
		Promote to Mechanic, Plant Maintenance			
	9080	Mechanic, Apprentice Water & Gas Operator			
		1st 6 months	$44.14	$45.58	$46.94
		2nd 6 months	$46.24	$47.75	$49.18
		3rd 6 months	$48.34	$49.91	$51.41
		4th 6 months	$50.44	$52.08	$53.65
		5th 6 months	$52.55	$54.25	$55.88
		6th 6 months	$54.65	$56.42	$58.11
		Promote to Mechanic, Water & Gas Operator			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9657	Mechanic, Auto			
		1st 6 months	$49.77	$51.39	$52.93
		2nd 6 months	$51.69	$53.37	$54.97
		3rd 6 months	$53.82	$55.57	$57.23
		Thereafter	$56.75	$58.59	$60.35
K	9652	Mechanic, Plant Maintenance	$59.59	$61.52	$63.37
K	9668	Mechanic, Water & Gas System	$59.59	$61.52	$63.37
K	8755	Operator, Control			
		1st 6 months	$62.63	$64.67	$66.61
		Thereafter	$66.15	$68.30	$70.35
H	8695	Operator, Plant Equipment			
		1st 6 months	$46.53	$48.04	$49.48
		2nd 6 months	$48.32	$49.89	$51.38
		3rd 6 months	$50.11	$51.74	$53.29
		4th 6 months	$51.90	$53.58	$55.19
		Thereafter	$55.02	$56.81	$58.51
F	7816	*Representative, Customer Service			
		1st 6 months	$32.80	$33.86	$34.88
		2nd 6 months	$34.95	$36.08	$37.17
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$39.14	$40.41	$41.62
		5th 6 months	$41.28	$42.62	$43.90
		Thereafter	$43.39	$44.80	$46.14
I	7870	Representative, Utility Field Services			
		1st 6 months	$37.30	$38.51	$39.66
		2nd 6 months	$40.39	$41.71	$42.96
		3rd 6 months	$43.56	$44.97	$46.32
		4th 6 months	$46.97	$48.50	$49.95
		5th 6 months	$49.77	$51.39	$52.93
		Thereafter	$52.88	$54.60	$56.24

*Entry level job

Occupational Code		Job Title	2023	2024	2025
I	9059	Technician III, Apprentice Electrical Maintenance			
		1st 6 months……	$39.62	$40.90	$42.13
		2nd 6 months……	$42.03	$43.39	$44.70
		3rd 6 months……	$44.35	$45.79	$47.16
		4th 6 months……	$46.97	$48.50	$49.95
		5th 6 months……	$48.38	$49.96	$51.45
		Thereafter……	$51.27	$52.94	$54.53
		After completion of 6th step promote to TEM II position			
	9078	Technician, Apprentice Instru Control & Electrical			
		1st 6 months……	$44.97	$46.43	$47.82
		2nd 6 months……	$47.88	$49.44	$50.92
		3rd 6 months……	$50.81	$52.46	$54.03
		4th 6 months……	$53.74	$55.48	$57.15
		5th 6 months……	$56.65	$58.49	$60.25
		Thereafter……	$59.58	$61.51	$63.36
		Promote to Technician, Instru Control & Electrical			
N	9924	Technician I, Electrical Maintenance			
		1st 6 months……	$67.77	$69.97	$72.07
		Thereafter……	$72.04	$74.38	$76.61
M	9910	Technician II, Electrical Maintenance			
		1st 6 months……	$52.99	$54.71	$56.35
		2nd 6 months……	$54.87	$56.65	$58.35
		3rd 6 months……	$56.81	$58.66	$60.42
		4th 6 months……	$58.80	$60.71	$62.53
		5th 6 months……	$60.73	$62.70	$64.58
		Thereafter……	$62.65	$64.68	$66.62
P	9661	Technician, Instrument Control and Electrical			
		1st 6 months……	$67.00	$69.18	$71.26
		Thereafter……	$69.00	$71.24	$73.38

*Entry level job

Occupational Code		Job Title	2023	2024	2025
C	9562	*Utilityman			
		1st 6 months……	$34.55	$35.67	$36.74
		2nd 6 months……	$37.24	$38.45	$39.61
		3rd 6 months……...	$39.14	$40.41	$41.62
		Thereafter……..……...	$42.03	$43.39	$44.70

*Entry level job

Construction Field Forces

Occupational Code		Job Title	2023	2024	2025
J	9108	Apprentice, Structural Mechanic			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		Thereafter	$53.82	$55.57	$57.23
K	9370	Electrician, Apprentice Construction			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$52.88	$54.60	$56.24
		6th 6 months	$54.74	$56.52	$58.21
L	9400	Electrician, Construction	$60.73	$62.70	$64.58
P	9475	Foreman, Cable	$69.83	$72.10	$74.26
N	9658	Foreman Working - Structural Mechanic	$64.94	$67.05	$69.06
D	9511	*Handler, Assistant Material			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		4th 6 months	$40.55	$41.87	$43.12
		Promote to Material Handler, transfer or terminate			
G	9519	Handler, Material			
		1st 6 months	$43.26	$44.67	$46.01
		2nd 6 months	$44.19	$45.63	$47.00
		3rd 6 months	$45.78	$47.26	$48.68
		4th 6 months	$47.09	$48.62	$50.07
		Thereafter	$47.93	$49.49	$50.97

*Entry level job

Occupational Code		Job Title	2023	2024	2025
E	9541	Helper, Construction			
		1st 6 months……..	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70
E	9545	Helper, Electrical Construction			
		1st 6 months……...	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……..	$41.00	$42.34	$43.61
		Thereafter……..	$42.03	$43.39	$44.70
E	9575	Helper, Mechanical Construction			
		1st 6 months……...	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……..	$41.00	$42.34	$43.61
		Thereafter……..	$42.03	$43.39	$44.70
	9270	*Helper, Telecommunications			
		1st 3 months…….……	$36.82	$38.01	$39.15
		2nd 3 months……....……	$42.03	$43.39	$44.70
		Promote to Apprentice Cable Splicer 9862, transfer or terminate			
C	9754	*Laborer			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……..	$31.15	$32.16	$33.13
		3rd 6 months……...	$35.43	$36.58	$37.68
		Thereafter……...	$39.14	$40.41	$41.62
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months…….…….…..	$45.35	$46.82	$48.23
		2nd 6 months..……....…….……	$46.96	$48.48	$49.94
		3rd 6 months……..…..……	$48.81	$50.40	$51.91
		4th 6 months……..…..…….	$50.76	$52.41	$53.98
		5th 6 months……....…….	$52.88	$54.60	$56.24
		6th 6 months……....……..	$54.74	$56.52	$58.21

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$52.88	$54.60	$56.24
		6th 6 months	$54.74	$56.52	$58.21
L	9622	Machinist, Maintenance	$60.73	$62.70	$64.58
K	9655	Mechanic, Structural	$59.04	$60.96	$62.79
M	9701	Operator 1, Construction Equipment			
		1st 6 months[1]	$60.73	$62.70	$64.58
		2nd 6 months [2]	$61.70	$63.71	$65.62
		Thereafter	$62.74	$64.78	$66.72
		[1] When acting as second operator of Lattice Boom cranes only			
		[2] Promotion from Construction Equipment Operator 2			
L	9702	Operator 2, Construction Equipment			
		1st 6 months	$56.68	$58.52	$60.28
		2nd 6 months	$58.20	$60.09	$61.89
		Thereafter	$59.73	$61.67	$63.52
K	9703	Operator 3, Construction Equipment			
		1st 6 months	$52.88	$54.60	$56.24
		2nd 6 months	$53.82	$55.57	$57.23
		Thereafter	$54.74	$56.52	$58.21
I	9704	Operator 4, Construction Equipment			
		1st 6 months	$50.76	$52.41	$53.98
		Thereafter	$51.69	$53.37	$54.97
H	9705	Operator 5, Construction Equipment			
		1st 6 months	$48.81	$50.40	$51.91
		Thereafter	$49.77	$51.39	$52.93

*Entry level job

Occupational Code		Job Title	2023	2024	2025
O	9757	Operator, Supervising Construction Equipment			
		1st 6 months	$66.97	$69.14	$71.22
		Thereafter	$67.94	$70.15	$72.25
	9782	Painter			
		1st 6 months	$46.96	$48.48	$49.94
		2nd 6 months	$48.81	$50.40	$51.91
		3rd 6 months	$50.76	$52.41	$53.98
		Thereafter	$52.88	$54.60	$56.24
	6432	Substation Construction Wiring, Foreman	$71.21	$73.52	$75.73
	6433	Substation Construction, Foreman	$74.50	$76.92	$79.23
I	9847	Specialist, Material			
		1st 6 months	$46.83	$48.35	$49.80
		2nd 6 months	$47.93	$49.49	$50.97
		3rd 6 months	$49.04	$50.64	$52.16
		4th 6 months	$50.19	$51.82	$53.37
		Thereafter	$51.40	$53.07	$54.67
L	9862	Splicer, Apprentice Cable			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$52.88	$54.60	$56.24
		6th 6 months	$54.74	$56.52	$58.21
L	9861	Splicer, Apprentice Construction Cable			
		1st 6 months[1]	$45.35	$46.82	$48.23
		2nd 6 months[2]	$46.96	$48.48	$49.94
		3rd 6 months[3]	$48.81	$50.40	$51.91
		4th 6 months[4]	$50.76	$52.41	$53.98
		5th 6 months[5]	$52.88	$54.60	$56.24
		Promote to job code 9867[6]	$54.74	$56.52	$58.21

[1] From 1st and 2nd-Step Appr Cnsn Electn

[2] From 3rd-Step Appr Cnsn Electn

[3] From 4th-Step Appr Cnsn Electn

[4] From 5th-Step Appr Cnsn Electn

[5] From 6th-Step Appr Cnsn Electn

[6] From Cnsn Electn, 12 months in 6th-Step required

*Entry level job

Occupational Code		Job Title	2023	2024	2025
M	9866	Splicer, Cable…….	$63.68	$65.75	$67.73
M	9867	Splicer, Construction Cable			
		1st 6 months……..…….	$60.70	$62.67	$64.56
		2nd 6 months……...…….	$62.74	$64.78	$66.72
		Thereafter…….……...	$63.74	$65.81	$67.78
P	9936	Technician A, Test			
		1st 6 months……..…….	$70.29	$72.57	$74.75
		Thereafter…….……	$78.09	$80.63	$83.04
K	9982	Welder, Apprentice Construction			
		1st 6 months……..…….	$45.35	$46.82	$48.23
		2nd 6 months……...…….	$46.96	$48.48	$49.94
		3rd 6 months……...…..……	$48.81	$50.40	$51.91
		4th 6 months……...…..……..	$50.76	$52.41	$53.98
		5th 6 months……...……..	$52.88	$54.60	$56.24
		6th 6 months……...……..	$54.74	$56.52	$58.21
		Promote to Construction or Layout Welder			
L	9993	Welder, Construction…….	$60.73	$62.70	$64.58
	9986	Welder, Layout..……..…..…..…..……..	$59.74	$61.68	$63.53

*Entry level job

Corporate Real Estate

Occupational Code		Job Title	2023	2024	2025
C	9061	*Attendant, Building Facilities			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……..	$31.15	$32.16	$33.13
		3rd 6 months……...	$34.95	$36.08	$37.17
		Thereafter……	$38.42	$39.67	$40.86
K	9130	Cabinetmaker - Installer……	$55.11	$56.90	$58.61
J	9160	Carpenter, Building Maintenance			
		1st 6 months…….……	$45.35	$46.82	$48.23
		2nd 6 months……...…….	$46.96	$48.48	$49.94
		3rd 6 months……...……	$48.81	$50.40	$51.91
		4th 6 months……...……...	$50.76	$52.41	$53.98
		Thereafter…….……..	$53.82	$55.57	$57.23
L	9394	Electrician, Building Maintenance			
		1st 6 months…….……	$46.96	$48.48	$49.94
		2nd 6 months……...…….	$48.81	$50.40	$51.91
		3rd 6 months……...……	$50.76	$52.41	$53.98
		4th 6 months……...…….	$52.88	$54.60	$56.24
		5th 6 months……...…….	$55.63	$57.44	$59.16
		Thereafter……...……..	$59.73	$61.67	$63.52
J	9470	Finisher, Wood……...…….	$53.82	$55.57	$57.23
L	9463	Foreman, Building Carpenter			
		1st 6 months…….……	$57.69	$59.57	$61.36
		Thereafter…….……..	$59.73	$61.67	$63.52
L	9467	Foreman, Building Mechanical			
		1st 6 months…….……	$57.69	$59.57	$61.36
		Thereafter…….……..	$59.73	$61.67	$63.52

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
L	9469	Foreman, Building Painter			
		1st 6 months……	$56.68	$58.52	$60.28
		Thereafter……	$58.69	$60.60	$62.42
N	9486	Foreman, Electrical Maintenance			
		1st 6 months……	$63.67	$65.74	$67.71
		Thereafter……	$65.69	$67.83	$69.86
G	9493	Foreman, Porter			
		1st 6 months……	$44.35	$45.79	$47.16
		2nd 6 months……	$45.35	$46.82	$48.23
		Thereafter……	$46.96	$48.48	$49.94
E	9569	Helper, Building Carpenter			
		1st 6 months……	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70
E	9570	Helper, Building Electrical			
		1st 6 months……	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70
E	9571	Helper, Building Maintenance			
		1st 6 months……	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70
E	9572	Helper, Building Painter			
		1st 6 months……	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
D	9680	Maintenanceman, Building……..	$39.82	$41.12	$42.35
J	9637	Mechanic, Building Maintenance			
		1st 6 months……	$46.96	$48.48	$49.94
		2nd 6 months……	$48.81	$50.40	$51.91
		3rd 6 months……...	$50.76	$52.41	$53.98
		Thereafter……	$53.82	$55.57	$57.23
J	9646	Mechanic, Maintenance……	$52.88	$54.60	$56.23
		(Memo) Classification authorized in Procurement & MM - Administered and paid on Real Properties P/Rs #255 & #259. Reference: 04-19-82 Contract Negotiations, Resolution 9.			
J	9784	Painter, Building			
		1st 6 months……..	$46.96	$48.48	$49.94
		2nd 6 months……	$48.81	$50.40	$51.91
		3rd 6 months……..	$50.76	$52.41	$53.98
		Thereafter……..	$52.88	$54.60	$56.24
J	9802	‡Plasterer……	$53.82	$55.57	$57.23
C	9805	Porter…….……....	$38.42	$39.67	$40.86
D	9806	Porter, Special-Service…….....	$39.82	$41.12	$42.35
E	9807	Subforeman, Porter……..…….....	$40.55	$41.87	$43.12
M	9921	Technician, Building Electrical			
		1st 6 months……..……	$53.82	$55.57	$57.23
		2nd 6 months……...…….	$55.63	$57.44	$59.16
		3rd 6 months……..…..……	$57.69	$59.57	$61.36
		4th 6 months……...…..……..	$59.73	$61.67	$63.52
		Thereafter……..……...	$61.70	$63.71	$65.62
K	9988	‡Worker, Sheet Metal……..……	$54.74	$56.52	$58.21

*Entry level job

Customer Service
Operations Division

Occupational Code		Job Title	2023	2024	2025
F	9454	*Clerk, Meter Support			
		1st 6 months	$33.63	$34.72	$35.76
		2nd 6 months	$42.35	$43.73	$45.04
		Promote to Meter Support Specialist			
H	9448	Specialist, Meter Support			
		1st 6 months	$43.39	$44.80	$46.14
		Thereafter	$49.04	$50.64	$52.16
L	9455	Specialist, Supervising Meter Support			
		1st 6 months	$50.37	$52.00	$53.56
		Thereafter	$54.26	$56.02	$57.70
K	9934	Technician, Laboratory			
		1st 6 months	$54.74	$56.52	$58.21
		2nd 6 months	$57.17	$59.03	$60.80
		3rd 6 months	$59.73	$61.67	$63.52
		4th 6 months	$61.70	$63.71	$65.62
		Thereafter	$63.67	$65.74	$67.71
O	9935	Technician, Laboratory A - Selective			
		1st 6 months	$64.70	$66.80	$68.80
		Thereafter	$66.72	$68.89	$70.95
E	9449	*Technician 1, Meter			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$33.63	$34.72	$35.76
E	9450	*Technician 1A, Meter			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$33.63	$34.72	$35.76
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
E	9451	Technician 2, Meter			
		1st 6 months…….…….	$39.14	$40.41	$41.62
		2nd 6 months……...…….	$43.56	$44.97	$46.32
E	9452	Technician 2A, Meter			
		1st 6 months…….…….	$39.14	$40.41	$41.62
		2nd 6 months……...…….	$43.56	$44.97	$46.32
		Promote, transfer or terminate			
J	9453	Technician 3, Meter			
		1st 6 months…….…….	$45.35	$46.82	$48.23
		Thereafter…….....	$46.96	$48.48	$49.94
K	9445	Technician 4, Meter			
		1st 6 months…….…….	$48.81	$50.40	$51.91
		Thereafter…….....	$54.23	$55.99	$57.67
L	9446	Technician 5, Meter			
		1st 6 months…….……	$59.73	$61.67	$63.52
		Thereafter…….	$64.07	$66.16	$68.14
O	9447	Technician 6, Meter			
		1st 6 months…….…….	$65.69	$67.83	$69.86
		Thereafter…….....	$68.79	$71.03	$73.16

*Entry level job

Distribution Business Unit

Occupational Code		Job Title	2023	2024	2025
I	8283	Accountant, Construction/Maintenance			
		1st 6 months	$50.19	$51.82	$53.37
		2nd 6 months	$51.40	$53.07	$54.67
		3rd 6 months	$53.09	$54.82	$56.46
		4th 6 months	$54.26	$56.02	$57.70
		Thereafter	$56.75	$58.59	$60.35
H	8154	Accountant, Payroll Specialist			
		1st 6 months	$49.03	$50.62	$52.14
		Thereafter	$50.76	$52.41	$53.98
F	8156	*Accountant, Payroll Support			
		1st 6 months	$32.59	$33.65	$34.66
		2nd 6 months	$36.15	$37.33	$38.45
		3rd 6 months	$38.54	$39.79	$40.99
		4th 6 months	$39.91	$41.21	$42.45
		5th 6 months	$41.22	$42.56	$43.84
		6th 6 months	$44.92	$46.38	$47.77
		Promote, transfer or terminate			
K	8157	Accountant, Supervising Payroll			
		1st 6 months	$59.73	$61.67	$63.52
		Thereafter	$61.12	$63.10	$65.00
K	8282	Accountant, Supervising Construction/Maintenance			
		1st 6 months	$61.62	$63.63	$65.53
		Thereafter	$63.06	$65.11	$67.06
K	8288	Bookkeeper, Supervising Streetlight			
		1st 6 months	$61.62	$63.63	$65.53
		Thereafter	$63.06	$65.11	$67.06

*Entry level job

Occupational Code		Job Title	2023	2024	2025
C	8276	*Clerk, Construction/Maintenance			
		1st 6 months…….……..	$31.47	$32.50	$33.47
		2nd 6 months……...……..	$34.95	$36.08	$37.17
		3rd 6 months……...……...	$37.24	$38.45	$39.61
		4th 6 months……...…….	$39.82	$41.12	$42.35
		5th 6 months……...…….	$43.39	$44.80	$46.14
		6th 6 months……...…….	$49.04	$50.64	$52.16
		Promote, transfer or terminate			
F	9303	*Clerk, Construction/Maintenance Support			
		1st 6 months…….……..	$34.65	$35.78	$36.85
		2nd 6 months……...……..	$36.58	$37.77	$38.90
		3rd 6 months……...……...	$39.31	$40.58	$41.80
		4th 6 months……...…….	$41.17	$42.51	$43.79
		5th 3 months……...…….	$42.20	$43.57	$44.88
		6th 3 months……...…….	$43.20	$44.60	$45.94
		Promote, transfer or terminate			
G	9091	Clerk, Distribution Operations Center Dispatcher			
		1st 6 months…….……..	$33.96	$35.07	$36.12
		2nd 6 months……...……..	$35.86	$37.02	$38.13
		3rd 6 months……...……...	$38.53	$39.78	$40.97
		4th 6 months……...…….	$40.37	$41.68	$42.93
		5th 6 months……...…….	$42.35	$43.73	$45.04
		Promote, transfer or terminate			
F	8387	*Clerk, Field Service Support			
		1st 6 months…….……..	$33.96	$35.07	$36.12
		2nd 6 months……...……...	$35.86	$37.02	$38.13
		3rd 6 months……...……...	$38.53	$39.78	$40.97
		4th 6 months……...…….	$40.37	$41.68	$42.93
		5th 6 months……...…….	$41.38	$42.72	$44.01
		6th 6 months……...…….	$42.35	$43.73	$45.04
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
F	8277	*Clerk, Joint Pole			
		1st 6 months	$31.47	$32.50	$33.47
		2nd 6 months	$34.95	$36.08	$37.17
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$39.82	$41.12	$42.35
		5th 6 months	$43.39	$44.80	$46.14
		6th 6 months	$49.04	$50.64	$52.16
		Promote, transfer or terminate			
F	8278	*Clerk, Streetlight Bookkeeper			
		1st 6 months	$31.47	$32.50	$33.47
		2nd 6 months	$34.95	$36.08	$37.17
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$39.82	$41.12	$42.35
		5th 6 months	$43.39	$44.80	$46.14
		Thereafter	$49.04	$50.64	$52.16
D	7669	*Clerk, Typist			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$37.24	$38.45	$39.61
		Thereafter	$39.14	$40.41	$41.62
H	9310	Driver, Heavy Duty	$48.81	$50.40	$51.91
G	9320	Driver, Light Duty			
		1st 6 months	$45.35	$46.82	$48.23
		Thereafter	$46.96	$48.48	$49.94
P	9476	Foreman, Distribution Apparatus	$84.34	$87.08	$89.70
Q	9481	Foreman, Electrical Crew	$80.32	$82.93	$85.42
		Upgrade Rate Only	$77.97	$80.50	$82.92
N	9490	Foreman, Light Insulator Washer	$64.70	$66.80	$68.80
Q	9473	Foreman, Training Crew	$88.33	$91.20	$93.94

*Entry level job

Occupational Code		Job Title	2023	2024	2025
Q	9509	Foreman, Troubleman Training……	$81.99	$84.66	$87.20
E	9528	*Groundman			
		1st 6 months……	$30.86	$31.87	$32.82
		2nd 6 months……	$33.63	$34.72	$35.76
		3rd 6 months……	$37.24	$38.45	$39.61
		4th 6 months……	$39.14	$40.41	$41.62
		Thereafter……	$42.03	$43.39	$44.70
G	9521	Handler, Material - Supply Center			
		1st 6 months……	$42.29	$43.66	$44.97
		2nd 6 months……	$43.26	$44.67	$46.01
		3rd 6 months……	$44.30	$45.74	$47.11
		4th 6 months……	$45.78	$47.26	$48.68
		5th 6 months……	$46.83	$48.35	$49.80
		Thereafter……	$47.93	$49.49	$50.97
I	9803	Inspector, Electrical Systems			
		1st 6 months……	$41.34	$42.68	$43.97
		2nd 6 months……	$44.86	$46.31	$47.70
		3rd 6 months……	$48.67	$50.25	$51.76
	6429	Inspector, Senior Electrical Systems……	$52.12	$53.81	$55.43
I	7570	Inspector, Radio & TV Interference			
		1st 6 months……	$42.03	$43.39	$44.70
		2nd 6 months……	$43.56	$44.97	$46.32
		3rd 6 months……	$45.35	$46.82	$48.23
		4th 6 months……	$46.96	$48.48	$49.94
		5th 6 months……	$48.81	$50.40	$51.91
		Thereafter……	$50.76	$52.41	$53.98
C	9754	*Laborer			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……	$31.15	$32.16	$33.13
		3rd 6 months……	$35.43	$36.58	$37.68
		Thereafter……	$39.14	$40.41	$41.62

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9605	Lineman, Apprentice			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$57.21	$59.07	$60.85
		6th 6 months	$59.24	$61.16	$63.00
M	9611	Lineman, Journeyman			
		1st 6 months	$69.73	$71.99	$74.15
		Thereafter	$72.04	$74.38	$76.61
	6434	Lineman, Training Crew	$79.23	$81.80	$84.26
J	9606	Lineman, Utility	$57.21	$59.07	$60.85
G	7632	Meter Reader 1			
		1st 3 months	$48.65	$50.24	$51.74
		2nd 3 months	$49.76	$51.37	$52.92
		Thereafter	$50.56	$52.20	$53.77
F	7637	*Meter Reader 2			
		1st 6 months [1]	$30.86	$31.87	$32.82
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$34.95	$36.08	$37.17
		Next 3 months	$37.24	$38.45	$39.61
		Next 3 months	$39.82	$41.12	$42.35
		Maximum	$43.39	$44.80	$46.14
		[1] Use 1st Step for part-time and/or intermittent hires			
H	9713	Operator, Distribution Equipment	$49.77	$51.39	$52.93
I	9798	Repairman, Street Light			
		1st 6 months	$51.69	$53.37	$54.97
		Thereafter	$54.40	$56.17	$57.85
I	7850	Representative 1, Field Service	$52.88	$54.60	$56.24

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
I	7863	Representative 2, Field Service……....			
		1st 6 months……..……	$49.04	$50.64	$52.16
		2nd 6 months……...……..	$50.19	$51.82	$53.37
		Thereafter…….……	$51.40	$53.07	$54.67
K	7871	Representative, Supervising Field Service…….	$58.20	$60.09	$61.89
K	7839	Representative, Territorial Service			
		1st 6 months……..……	$46.96	$48.48	$49.94
		2nd 6 months……...……..	$48.81	$50.40	$51.91
		3rd 6 months……..…..……..	$50.76	$52.41	$53.98
		4th 6 months……..…..……	$52.88	$54.60	$56.24
		Thereafter…….……	$54.94	$56.73	$58.43
G	9894	Specialist, Construction/Maintenance Support			
		1st 6 months……..……..	$49.03	$50.62	$52.14
		Thereafter…….……..	$50.76	$52.41	$53.98
G	9090	Specialist, Distribution Operations Center Dispatcher			
		1st 6 months……..……..	$49.06	$50.65	$52.17
		2nd 6 months…….……...	$54.26	$56.02	$57.70
G	8385	Specialist, Field Services Support			
		1st 6 months……..……..	$47.79	$49.34	$50.82
		Thereafter…….……	$48.59	$50.17	$51.67
I	8286	Specialist, Joint Pole			
		1st 6 months……	$50.19	$51.82	$53.37
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months……	$53.09	$54.82	$56.46
		Thereafter…….……	$54.26	$56.02	$57.70
I	8289	Specialist, Streetlight Bookkeeper			
		1st 6 months……	$50.19	$51.82	$53.37
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months……	$53.09	$54.82	$56.46
		Thereafter…….……	$54.26	$56.02	$57.70

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	8285	Specialist, Supervising Joint Pole			
		1st 6 months	$61.62	$63.63	$65.53
		Thereafter	$63.06	$65.11	$67.06
M	9870	Splicer, Senior Cable			
		1st 6 months	$72.04	$74.38	$76.61
		Thereafter	$73.19	$75.57	$77.84
F	8275	*Technician, Assistant Mapping			
		1st 6 months	$31.47	$32.50	$33.47
		2nd 6 months	$34.95	$36.08	$37.17
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$39.82	$41.12	$42.35
		5th 6 months	$43.39	$44.80	$46.14
		6th 6 months	$49.04	$50.64	$52.16
		Promote, transfer or terminate			
N	9927	Technician, Distribution Apparatus			
		1st 6 months	$73.23	$75.61	$77.88
		Thereafter	$75.52	$77.98	$80.32
I	8280	Technician, Mapping			
		1st 6 months	$50.19	$51.82	$53.37
		2nd 6 months	$51.40	$53.07	$54.67
		3rd 6 months	$53.09	$54.82	$56.46
		4th 6 months	$54.26	$56.02	$57.70
		Thereafter	$56.75	$58.59	$60.35
K	8279	Technician, Supervising Mapping			
		1st 6 months	$61.62	$63.63	$65.53
		Thereafter	$63.06	$65.11	$67.06
O	9501	Troubleman	$78.08	$80.62	$83.03

*Entry level job

Occupational Code		Job Title	2023	2024	2025
B	7961	*Typist, Junior			
		1st 3 months	$23.29	$24.05	$24.77
		2nd 3 months	$25.39	$26.22	$27.00
		3rd 3 months	$27.85	$28.76	$29.62
		4th 3 months	$30.46	$31.45	$32.39
		5th 6 months	$32.80	$33.86	$34.88
		6th 6 months	$35.43	$36.58	$37.68
		Promote, transfer or terminate			
C	9963	*Utilityman			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
D	9980	*Worker, Warehouse			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$40.55	$41.87	$43.12

*Entry level job

Hydro

Occupational Code		Job Title	2023	2024	2025
I	7010	Accountant, Division Administrative			
		1st 6 months	$54.21	$55.97	$57.65
		Thereafter	$56.75	$58.59	$60.35
H	7013	Accountant 1, Division			
		1st 6 months	$50.37	$52.00	$53.56
		2nd 6 months	$51.21	$52.87	$54.46
		Thereafter	$52.12	$53.81	$55.43
G	7014	Accountant 2, Division			
		1st 6 months	$44.19	$45.63	$47.00
		2nd 6 months	$45.78	$47.26	$48.68
		3rd 6 months	$47.09	$48.62	$50.07
		Thereafter	$48.75	$50.33	$51.84
D	7652	*Accountant 3, Division			
		1st 6 months	$27.05	$27.93	$28.77
		2nd 6 months	$30.46	$31.45	$32.39
		3rd 6 months	$33.63	$34.72	$35.76
		4th 6 months	$35.43	$36.58	$37.68
		5th 6 months	$39.14	$40.41	$41.62
K	8104	Accountant, Supervising Division Administrative			
		1st 6 months	$58.91	$60.83	$62.65
		Thereafter	$60.29	$62.25	$64.11
F	9016	Attendant, Tool Room			
		1st 6 months	$35.43	$36.58	$37.68
		2nd 6 months	$37.24	$38.45	$39.61
		3rd 6 months	$41.00	$42.34	$43.61
		Thereafter	$43.74	$45.16	$46.52

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
J	9150	Carpenter…….……	$53.82	$55.57	$57.23
	8752	Carpenter, Hydro Structural……..	$59.04	$60.96	$62.79
H	9200	Carpenter, Rough…….……	$48.81	$50.40	$51.91
I	7294	Clerk, Division Accounting			
		1st 6 months……	$50.19	$51.82	$53.37
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months…….	$53.09	$54.82	$56.46
		Thereafter…….	$54.26	$56.02	$57.70
F	7655	*Clerk, Field Office			
		1st 6 months……..……	$30.86	$31.87	$32.82
		2nd 6 months……	$33.63	$34.72	$35.76
		As qualified……..……..……	$37.24	$38.45	$39.61
		As qualified……..……..……	$39.14	$40.41	$41.62
		As qualified……..……..……	$41.99	$43.35	$44.65
		Promote to Records Clerk, transfer or terminate			
D	7510	*Clerk, Junior Correspondence			
		1st 3 months……..……	$25.95	$26.79	$27.60
		2nd 3 months……...……...	$27.85	$28.76	$29.62
		3rd 3 months……...……...	$30.46	$31.45	$32.39
		4th 3 months……...……..……	$32.80	$33.86	$34.88
		5th 6 months……...……..……	$35.43	$36.58	$37.68
		6th 6 months……...……..……	$39.14	$40.41	$41.62
		Promote, transfer or terminate			
C	7663	*Clerk, Junior Field Office			
		1st 3 months……..……	$24.46	$25.25	$26.01
		2nd 3 months……...……...	$25.95	$26.79	$27.60
		3rd 3 months……...……...	$28.67	$29.60	$30.49
		4th 3 months……...……..……	$31.15	$32.16	$33.13
		5th 3 months……...……..……	$33.63	$34.72	$35.76
		6th 3 months……...……..……	$37.24	$38.45	$39.61
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
H	7268	Clerk, Records			
		1st 6 months	$46.83	$48.35	$49.80
		As qualified	$47.93	$49.49	$50.97
		As qualified	$49.04	$50.64	$52.16
F	7666	*Clerk, Report			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$34.95	$36.08	$37.17
		As qualified	$37.24	$38.45	$39.61
		As qualified	$39.82	$41.12	$42.35
		Thereafter	$43.39	$44.80	$46.14
A	7667	*Clerk, Trainee			
		1st 3 months	$21.73	$22.44	$23.11
		2nd 3 months	$23.29	$24.05	$24.77
		3rd 3 months	$25.39	$26.22	$27.00
		4th 3 months	$27.85	$28.76	$29.62
		5th 3 months	$30.46	$31.45	$32.39
		6th 3 months	$33.63	$34.72	$35.76
		Promote, transfer or terminate			
D	7669	*Clerk, Typist			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$37.24	$38.45	$39.61
		Thereafter	$39.14	$40.41	$41.62
D	8152	Cook			
		1st 6 months	$31.15	$32.16	$33.13
		2nd 6 months	$37.24	$38.45	$39.61
		Thereafter	$40.55	$41.87	$43.12
H	9310	Driver, Heavy Duty	$48.81	$50.40	$51.91

*Entry level job

Occupational Code		Job Title	2023	2024	2025
G	9320	Driver, Light Duty			
		1st 6 months	$45.35	$46.82	$48.23
		Thereafter	$46.96	$48.48	$49.94
	6408	Foreman, Electrician & Instrument Control Technician	$72.77	$75.14	$77.39
	6407	Foreman, Hydro Mechanical Maintenance Technician	$68.90	$71.14	$73.27
N	9491	Foreman, Hydro Maintenance - Civil	$68.90	$71.14	$73.27
	9999	Foreman, Hydrographer	$68.90	$71.14	$73.27
E	9541	Helper, Construction			
		1st 6 months	$36.82	$38.01	$39.15
		2nd 6 months	$39.14	$40.41	$41.62
		3rd 6 months	$41.00	$42.34	$43.61
		Thereafter	$42.03	$43.39	$44.70
E	8552	Helper, Cook			
		Per day	$35.04	$36.18	$37.26
E	9579	Helper, Electrical			
		1st 6 months	$36.82	$38.01	$39.15
		2nd 6 months	$39.14	$40.41	$41.62
		3rd 6 months	$41.00	$42.34	$43.61
		Thereafter	$42.03	$43.39	$44.70
E	9553	Helper, Maintenance			
		1st 6 months	$36.82	$38.01	$39.15
		2nd 6 months	$39.14	$40.41	$41.62
		3rd 6 months	$41.00	$42.34	$43.61
		Thereafter	$42.03	$43.39	$44.70
B	8554	Housekeeper			
		1st 6 months	$23.29	$24.05	$24.77
		2nd 6 months	$25.95	$26.79	$27.60
		3rd 6 months	$28.67	$29.60	$30.49
		Thereafter	$31.42	$32.44	$33.42

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
	8560	Hydrographer, Field			
		1st 6 months……	$56.19	$58.02	$59.76
		2nd 6 months……	$57.55	$59.42	$61.20
		3rd 6 months……	$58.94	$60.85	$62.68
		Thereafter……	$61.30	$63.29	$65.19
C	9754	*Laborer			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……	$31.15	$32.16	$33.13
		3rd 6 months……	$35.43	$36.58	$37.68
		Thereafter……	$39.14	$40.41	$41.62
K	9640	Mechanic, Building…..……..……	$54.74	$56.52	$58.21
	6400	Mechanic, Hydro Operator……	$62.74	$64.78	$66.72
	6401	Mechanic, Apprentice Hydro Operator ……			
		1st 3 months……..……	$41.30	$42.64	$43.92
		2nd 3 months……...……...	$44.19	$45.63	$47.00
		3rd 3 months……...…..……..	$47.00	$48.52	$49.98
		4th 3 months……...…..……	$52.66	$54.37	$56.00
		Progress to Hydro Operator Mechanic 6400			
J	8694	Operator, Base Plant - KR1……..……..	$51.69	$53.37	$54.97
J	8697	Operator, Base Plant - KR3……..……..	$53.82	$55.57	$57.23
N	8785	Operator, Chief Hydro Station……..……..	$68.90	$71.14	$73.27
K	9703	Operator 3, Construction Equipment			
		1st 6 months……..……	$52.88	$54.60	$56.24
		2nd 6 months……..……...……	$53.82	$55.57	$57.23
		Thereafter……	$54.74	$56.52	$58.21

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
L	9721	Operator, General Heavy Equipment			
		1st 6 months……	$54.74	$56.52	$58.21
		Thereafter……	$59.72	$61.67	$63.52
	8751	Operator, Hydro Station System..…..……..	$71.40	$73.72	$75.93
	6406	Operator, Apprentice Hydro Station System ……..	$68.90	$71.14	$73.27
H	9727	Operator, Light Road & Construction Equipment…	$49.77	$51.39	$52.93
J	8750	Operator, Relief Base Plant……..…..……..	$53.82	$55.57	$57.23
I	8561	Operator, Water Systems			
		1st 6 months……..……	$52.36	$54.07	$55.69
		2nd 6 months[1]……..……	$54.02	$55.78	$57.45
		Thereafter[2]……...……...	$55.67	$57.48	$59.20
		[1]Hold 1 License/Certificate			
		[2]Hold 2 Licenses/Certificates			
J	9782	Painter			
		1st 6 months……..	$46.96	$48.48	$49.94
		2nd 6 months……	$48.81	$50.40	$51.91
		3rd 6 months…….	$50.76	$52.41	$53.98
		Thereafter…….	$52.88	$54.60	$56.24
K	9882	Subforeman, Camp……..……...…..…….	$54.74	$56.52	$58.21
L	9890	Subforeman, Flumes & Structures - BP……	$59.73	$61.67	$63.52
L	9909	Supervisor 1, Warehouse..……...…..……	$58.91	$60.83	$62.65

*Entry level job

	Occupational Code	Job Title	2023	2024	2025
	6402	Technician, Hydro Mechanical Maintenance……..	$60.73	$62.70	$64.58
	6403	Technician, Apprentice Hydro Mech Maintenance			
		1st 6 months……	$45.35	$46.82	$48.23
		2nd 6 months……...	$46.96	$48.48	$49.94
		3rd 6 months……...	$48.81	$50.40	$51.91
		4th 6 months……...	$50.76	$52.41	$53.98
	6404	Technician, Hydro Electrician & Instrument Control			
		1st 6 months……	$67.00	$69.18	$71.26
		Thereafter…….	$69.00	$71.24	$73.38
	6405	Technician, Apprentice Hydro Electrician & Instrument Control			
		1st 6 months……	$45.35	$46.82	$48.23
		2nd 6 months……...	$46.96	$48.48	$49.94
		3rd 6 months……...	$48.81	$50.40	$51.91
		4th 6 months……...	$50.76	$52.41	$53.98
		5th 6 months……...	$52.88	$54.60	$56.24
		6th 6 months……...	$54.74	$56.52	$58.21
N	9932	Technician, Test			
		1st 6 months……	$55.81	$57.62	$59.35
		2nd 6 months……...	$58.17	$60.06	$61.86
		3rd 6 months……...	$60.21	$62.17	$64.03
		4th 6 months……...	$65.70	$67.84	$69.87
		5th 6 months……...	$67.86	$70.07	$72.17
		6th 6 months……...	$70.03	$72.31	$74.48
P	9936	Technician A, Test			
		1st 6 months……...	$70.29	$72.57	$74.75
		Thereafter…….	$78.09	$80.63	$83.04
G	8950	Tender, Reservoir Headworks..…..……..	$47.90	$49.46	$50.94

*Entry level job

Occupational Code		Job Title	2023	2024	2025
B	7961	*Typist, Junior			
		1st 3 months……	$23.29	$24.05	$24.77
		2nd 3 months……	$25.39	$26.22	$27.00
		3rd 3 months……	$27.85	$28.76	$29.62
		4th 3 months……	$30.46	$31.45	$32.39
		5th 6 months……	$32.80	$33.86	$34.88
		6th 6 months……	$35.43	$36.58	$37.68
		Promote, transfer or terminate			
C	9963	*Utilityman			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……	$31.15	$32.16	$33.13
		3rd 6 months……	$35.43	$36.58	$37.68
		Thereafter……	$39.14	$40.41	$41.62
E	9977	Utilityman, Territorial			
		1st 6 months……	$31.15	$32.16	$33.13
		2nd 6 months……	$35.43	$36.58	$37.68
		Thereafter……	$41.29	$42.63	$43.91
K	9988	Worker, Sheet Metal..……	$54.74	$56.52	$58.21

*Entry level job

Information Technology

Occupational Code		Job Title	2023	2024	2025
H	7157	Clerk, Communication Construction			
		1st 6 months	$46.83	$48.35	$49.80
		2nd 6 months	$49.04	$50.64	$52.16
		Thereafter	$51.40	$53.07	$54.67
E	7656	*Clerk, Communication Traffic			
		1st 6 months	$36.82	$38.01	$39.15
		2nd 6 months	$39.14	$40.41	$41.62
		Thereafter	$41.00	$42.34	$43.61
I	7294	Clerk, Division Accounting			
		1st 6 months	$50.19	$51.82	$53.37
		2nd 6 months	$51.40	$53.07	$54.67
		3rd 6 months	$53.09	$54.82	$56.46
		Thereafter	$54.26	$56.02	$57.70
F	7655	*Clerk, Field Office			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$33.63	$34.72	$35.76
		As qualified	$37.24	$38.45	$39.61
		As qualified	$39.14	$40.41	$41.62
		As qualified	$41.99	$43.35	$44.65
		Promote to Records Clerk, transfer or terminate			
D	7510	*Clerk, Junior Correspondence			
		1st 3 months	$25.95	$26.79	$27.60
		2nd 3 months	$27.85	$28.76	$29.62
		3rd 3 months	$30.46	$31.45	$32.39
		Next 3 months	$32.80	$33.86	$34.88
		Next 6 months	$35.43	$36.58	$37.68
		Next 6 months	$39.14	$40.41	$41.62
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
C	7663	*Clerk, Junior Field Office			
		1st 3 months	$24.46	$25.25	$26.01
		2nd 3 months	$25.95	$26.79	$27.60
		3rd 3 months	$28.67	$29.60	$30.49
		4th 3 months	$31.15	$32.16	$33.13
		5th 3 months	$33.63	$34.72	$35.76
		6th 3 months	$37.24	$38.45	$39.61
		Promote, transfer or terminate			
H	7268	Clerk, Records			
		1st 6 months	$46.83	$48.35	$49.80
		As qualified	$47.93	$49.49	$50.97
		As qualified	$49.04	$50.64	$52.16
F	7666	*Clerk, Report			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$34.95	$36.08	$37.17
		As qualified	$37.24	$38.45	$39.61
		As qualified	$39.82	$41.12	$42.35
		Thereafter	$43.39	$44.80	$46.14
K	7295	Clerk, Supervising Division	$58.91	$60.83	$62.65
J	7250	Clerk, Supervising Material			
		1st 6 months	$53.09	$54.82	$56.46
		2nd 6 months	$54.26	$56.02	$57.70
		Thereafter	$55.50	$57.31	$59.02
A	7667	*Clerk, Trainee			
		1st 3 months	$21.73	$22.44	$23.11
		2nd 3 months	$23.29	$24.05	$24.77
		3rd 3 months	$25.39	$26.22	$27.00
		4th 3 months	$27.85	$28.76	$29.62
		5th 3 months	$30.46	$31.45	$32.39
		6th 3 months	$33.63	$34.72	$35.76
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
D	7669	*Clerk, Typist			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……	$32.80	$33.86	$34.88
		3rd 6 months……	$37.24	$38.45	$39.61
		Thereafter……	$39.14	$40.41	$41.62
J	7430	Expediter, Material			
		1st 6 months……	$53.09	$54.82	$56.46
		As qualified……	$54.26	$56.02	$57.70
		Thereafter……	$55.50	$57.31	$59.02
F	9578	Handler, Assistant Material			
		1st 6 months……	$35.43	$36.58	$37.68
		2nd 6 months……	$37.24	$38.45	$39.61
		3rd 6 months……	$39.14	$40.41	$41.62
		4th 6 months……	$41.00	$42.34	$43.61
		5th 6 months……	$43.39	$44.80	$46.14
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material……	$47.93	$49.49	$50.97
I	9522	Handler, Senior Material			
		1st 6 months……	$50.19	$51.82	$53.37
		Thereafter……	$51.40	$53.07	$54.67
C	9754	*Laborer			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……	$31.15	$32.16	$33.13
		3rd 6 months……	$35.43	$36.58	$37.68
		Thereafter……	$39.14	$40.41	$41.62
E	7690	Operator, Assistant Supervising Telephone……	$43.29	$44.69	$46.03
C	7714	*Operator, Junior Telephone			
		1st 3 months……	$24.46	$25.25	$26.01
		2nd 3 months……	$25.95	$26.79	$27.60
		3rd 3 months……	$28.67	$29.60	$30.49
		4th 3 months……	$31.15	$32.16	$33.13
		5th 3 months……	$33.63	$34.72	$35.76
		6th 3 months……	$37.24	$38.45	$39.61
		Promote, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
C	7714	*Operator, Junior Telephone			
		1st 3 months	$24.46	$25.25	$26.01
		2nd 3 months	$25.95	$26.79	$27.60
		3rd 3 months	$28.67	$29.60	$30.49
		4th 3 months	$31.15	$32.16	$33.13
		5th 3 months	$33.63	$34.72	$35.76
		6th 3 months	$37.24	$38.45	$39.61
		Promote, transfer or terminate			
F	7641	Operator, On Call Telephone			
		Per day rate	$40.29	$41.60	$42.85
E	7642	Operator, Relief Telephone	$40.07	$41.37	$42.61
D	7643	*Operator, Telephone			
		1st 3 months	$25.95	$26.79	$27.60
		2nd 3 months	$27.85	$28.76	$29.62
		3rd 3 months	$30.46	$31.45	$32.39
		4th 3 months	$32.80	$33.86	$34.88
		Next 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
N	9922	Technician, Area Communication	$64.70	$66.80	$68.80
N	9929	Technician, Communication			
		1st 6 months	$50.76	$52.41	$53.98
		2nd 6 months	$52.88	$54.60	$56.24
		3rd 6 months	$54.74	$56.52	$58.21
		4th 6 months	$59.73	$61.67	$63.52
		5th 6 months	$61.70	$63.71	$65.62
		Thereafter	$63.67	$65.74	$67.71
G	9923	*Technician, Junior Communication			
		1st 6 months	$43.56	$44.97	$46.32
		2nd 6 months	$45.35	$46.82	$48.23
		3rd 6 months	$46.96	$48.48	$49.94
		Promote on bid basis to Communication Technician, transfer or terminate			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
P	9956	Technician, Supervising Communication			
		1st 6 months	$71.75	$74.08	$76.30
		Thereafter	$72.97	$75.34	$77.60
O	9957	Technician, Systems Communication	$65.10	$67.21	$69.23
		After 1st 12 months	$66.72	$68.89	$70.95
J	9937	*Testboardman			
		1st 6 months	$36.87	$38.07	$39.21
		2nd 6 months	$39.62	$40.90	$42.13
		3rd 6 months	$42.78	$44.17	$45.50
		4th 6 months	$46.15	$47.65	$49.08
		5th 6 months	$48.81	$50.40	$51.91
		6th 6 months	$51.69	$53.37	$54.97
		Thereafter	$53.82	$55.57	$57.23
B	7961	*Typist, Junior			
		1st 3 months	$23.29	$24.05	$24.77
		2nd 3 months	$25.39	$26.22	$27.00
		3rd 3 months	$27.85	$28.76	$29.62
		4th 3 months	$30.46	$31.45	$32.39
		Next 6 months	$32.80	$33.86	$34.88
		Next 6 months	$35.43	$36.58	$37.68
		Promote, transfer or terminate			
C	9963	*Utilityman			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62

*Entry level job

Shop Services and Instrumentation

Occupational Code		Job Title	2023	2024	2025
F	7654	Aide, Laboratory			
		1st 6 months……	$37.24	$38.45	$39.61
		2nd 6 months……	$39.14	$40.41	$41.62
		As qualified……	$41.00	$42.34	$43.61
		Thereafter……	$43.39	$44.80	$46.14
I	7294	Clerk, Division Accounting			
		1st 6 months……	$50.19	$51.82	$53.37
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months……	$53.09	$54.82	$56.46
		Thereafter……	$54.26	$56.02	$57.70
F	7655	*Clerk, Field Office			
		1st 6 months……	$30.86	$31.87	$32.82
		2nd 6 months……	$33.63	$34.72	$35.76
		As qualified……	$37.24	$38.45	$39.61
		As qualified……	$39.14	$40.41	$41.62
		As qualified……	$41.99	$43.35	$44.65
		Promote to Records Clerk, transfer or terminate			
C	7663	*Clerk, Junior Field Office			
		1st 6 months……	$24.46	$25.25	$26.01
		2nd 6 months……	$25.95	$26.79	$27.60
		3rd 6 months……	$28.67	$29.60	$30.49
		4th 6 months……	$31.15	$32.16	$33.13
		5th 6 months……	$33.63	$34.72	$35.76
		6th 6 months……	$37.24	$38.45	$39.61
		Promote, transfer or terminate			
H	7268	Clerk, Records			
		1st 6 months……	$46.83	$48.35	$49.80
		As qualified……	$47.93	$49.49	$50.97
		As qualified……	$49.04	$50.64	$52.16
		Promote to Division Accounting Clerk, transfer terminate or hold			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
F	8311	*Clerk, Report			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$34.95	$36.08	$37.17
		As qualified	$37.24	$38.45	$39.61
		As qualified	$39.82	$41.12	$42.35
		As qualified	$43.39	$44.80	$46.14
		Promote to Records Clerk, transfer or hold			
K	7295	Clerk, Supervising Division	$58.91	$60.83	$62.65
J	9328	Clerk, Supervising Warehouse	$55.50	$57.31	$59.02
D	7669	*Clerk, Typist			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$37.24	$38.45	$39.61
		Thereafter	$39.14	$40.41	$41.62
I	9327	Clerk, Warehouse			
		1st 6 months	$50.19	$51.82	$53.37
		Thereafter	$51.40	$53.07	$54.67
G	9320	Driver, Light Duty			
		1st 6 months	$45.35	$46.82	$48.23
		Thereafter	$46.96	$48.48	$49.94
P	9240	Foreman, Motor/Generator Specialist			
		1st 6 months	$65.69	$67.83	$69.86
		Thereafter	$68.15	$70.36	$72.47
	9250	Foreman, Tool and Equipment Repairer			
		1st 6 months	$65.69	$67.83	$69.86
		Thereafter	$68.15	$70.36	$72.47

*Entry level job

Occupational Code		Job Title	2023	2024	2025
P	9235	Foreman, Transformer Specialist			
		1st 6 months……	$65.69	$67.83	$69.86
		Thereafter……	$68.15	$70.36	$72.47
P	9242	Foreman, Welder			
		1st 6 months……	$64.70	$66.80	$68.80
		Thereafter……	$68.15	$70.36	$72.47
G	9558	Handler, Material			
		1st 6 months……	$43.26	$44.67	$46.01
		Thereafter……	$47.93	$49.49	$50.97
E	9576	*Helper, Motor/Generator			
		1st 6 months……	$30.86	$31.87	$32.82
		2nd 6 months……	$33.63	$34.72	$35.76
		3rd 6 months……	$37.24	$38.45	$39.61
		4th 6 months……	$39.14	$40.41	$41.62
		Thereafter……	$42.03	$43.39	$44.70
E	9548	*Helper, Transformer			
		1st 6 months……	$30.86	$31.87	$32.82
		2nd 6 months……	$33.63	$34.72	$35.76
		3rd 6 months……	$37.24	$38.45	$39.61
		4th 6 months……	$39.14	$40.41	$41.62
		Thereafter……	$42.03	$43.39	$44.70
C	9754	*Laborer			
		1st 6 months……	$27.85	$28.76	$29.62
		2nd 6 months……	$31.15	$32.16	$33.13
		3rd 6 months……	$35.43	$36.58	$37.68
		Thereafter……	$39.14	$40.41	$41.62
L	9613	Machinist, Apparatus Repair……..	$60.73	$62.70	$64.58

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9612	Machinist, Apprentice Apparatus Repair			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$52.88	$54.60	$56.24
		Thereafter	$54.74	$56.52	$58.21
L	9644	Mechanic, Instrument			
		1st 6 months	$54.74	$56.52	$58.21
		Thereafter	$59.73	$61.67	$63.52
M	9645	Mechanic, Instrument A	$61.70	$63.71	$65.62
	9646	Mechanic, Maintenance	$52.88	$54.60	$56.23
H	9718	Operator, Fork Lift			
		1st 6 months	$46.96	$48.48	$49.94
		Thereafter	$48.81	$50.40	$51.91
J	9782	Painter			
		1st 6 months	$46.96	$48.48	$49.94
		2nd 6 months	$48.81	$50.40	$51.91
		3rd 6 months	$50.76	$52.41	$53.98
		Thereafter	$52.88	$54.60	$56.24
J	9811	Repairer, Tool & Equipment			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		Thereafter	$54.21	$55.97	$57.65
K	9817	Specialist 1, Motor/Generator			
		1st 6 months	$48.81	$50.40	$51.91
		Thereafter	$53.32	$55.06	$56.71

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9839	Specialist 2, Motor/Generator			
		1st 6 months	$55.63	$57.44	$59.16
		Thereafter	$62.21	$64.23	$66.15
K	9812	Specialist 1, Transformer			
		1st 6 months	$48.81	$50.40	$51.91
		Thereafter	$53.32	$55.06	$56.71
L	9829	Specialist 2, Transformer			
		1st 6 months	$55.63	$57.44	$59.16
		Thereafter	$62.21	$64.23	$66.15
N	9947	Technician, Electrical Apparatus Test			
		1st 6 months	$54.74	$56.52	$58.21
		2nd 6 months	$57.17	$59.03	$60.80
		3rd 6 months	$59.73	$61.67	$63.52
		4th 6 months	$61.70	$63.71	$65.62
		Thereafter	$63.67	$65.74	$67.71
O	9948	Technician, Electrical Apparatus Test A			
		1st 6 months	$64.70	$66.80	$68.80
		Thereafter	$66.74	$68.91	$70.98
K	9919	Technician, Instrument			
		1st 6 months	$52.88	$54.60	$56.24
		Thereafter	$54.74	$56.52	$58.21
P	8732	Technician, Instrument Control and Electrical			
		1st 6 months	$67.00	$69.18	$71.26
		Thereafter	$69.00	$71.24	$73.38
K	9934	Technician, Laboratory			
		1st 6 months	$54.74	$56.52	$58.21
		2nd 6 months	$57.17	$59.03	$60.80
		3rd 6 months	$59.73	$61.67	$63.52
		4th 6 months	$61.70	$63.71	$65.62
		Thereafter	$63.67	$65.74	$67.71

*Entry level job

Occupational Code		Job Title	2023	2024	2025
O	9935	Technician, Laboratory A – Selective			
		1st 6 months	$64.70	$66.80	$68.80
		Thereafter	$66.72	$68.89	$70.95
M	9945	Technician, Laboratory Relay			
		1st 6 months	$54.74	$56.52	$58.21
		2nd 6 months	$56.68	$58.52	$60.28
		3rd 6 months	$58.69	$60.60	$62.42
		Thereafter	$60.73	$62.70	$64.58
C	9963	*Utilityman			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
K	9985	Welder, Apprentice			
		1st 6 months	$45.36	$46.83	$48.23
		2nd 6 months	$46.97	$48.49	$49.95
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$52.88	$54.60	$56.23
		6th 6 months	$54.73	$56.51	$58.21
L	9991	Welder, Certified	$60.73	$62.70	$64.59
L	9986	Welder, Layout	$59.74	$61.68	$63.53
D	9980	*Worker, Warehouse			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$40.55	$41.87	$43.12

*Entry level job

Steam

Occupational Code		Job Title	2023	2024	2025
H	7069	Assistant, Laboratory			
		1st 6 months	$42.03	$43.39	$44.70
		2nd 6 months	$43.56	$44.97	$46.32
		3rd 6 months	$45.35	$46.82	$48.23
		4th 6 months	$46.96	$48.48	$49.94
		5th 6 months	$48.81	$50.40	$51.91
		Thereafter	$50.76	$52.41	$53.98
F	8022	*Assistant, Operating			
		1st 6 months	$32.16	$33.21	$34.20
		2nd 6 months	$35.43	$36.58	$37.68
		3rd 6 months	$39.14	$40.41	$41.62
		Thereafter	$42.99	$44.39	$45.72
I	7294	Clerk, Division Accounting			
		1st 6 months	$50.19	$51.82	$53.37
		2nd 6 months	$51.40	$53.07	$54.67
		3rd 6 months	$53.09	$54.82	$56.46
		Thereafter	$54.26	$56.02	$57.70
F	7655	*Clerk, Field Office			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$33.63	$34.72	$35.76
		As qualified	$37.24	$38.45	$39.61
		As qualified	$39.14	$40.41	$41.62
		As qualified	$41.99	$43.35	$44.65
		Promote to Records Clerk, transfer or terminate			
H	7268	Clerk, Records			
		1st 6 months	$46.83	$48.35	$49.80
		As qualified	$47.93	$49.49	$50.97
		As qualified	$49.04	$50.64	$52.16
		Promote to Division Accounting Clerk, transfer, terminate or hold			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	7295	Clerk, Supervising Division……	$58.91	$60.83	$62.65
L	7260	Clerk, Supervising Station			
		1st 6 months……	$58.91	$60.83	$62.65
		Thereafter……	$60.29	$62.25	$64.11
L	9340	Electrician……	$60.73	$62.70	$64.58
K	9350	Electrician, Apprentice			
		1st 6 months……	$45.35	$46.82	$48.23
		2nd 6 months……	$46.96	$48.48	$49.94
		3rd 6 months……	$48.81	$50.40	$51.91
		4th 6 months……	$50.76	$52.41	$53.98
		5th 6 months……	$52.88	$54.60	$56.24
		6th 6 months……	$54.74	$56.52	$58.21
		Promote to job code L 9340			
F	9578	Handler, Assistant Material			
		1st 6 months……	$35.43	$36.58	$37.68
		2nd 6 months……	$37.24	$38.45	$39.61
		3rd 6 months……	$39.14	$40.41	$41.62
		4th 6 months……	$41.00	$42.34	$43.61
		5th 6 months……	$43.39	$44.80	$46.14
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material……	$47.93	$49.49	$50.97
I	9522	Handler, Senior Material			
		1st 6 months……	$50.19	$51.82	$53.37
		Thereafter……	$51.40	$53.07	$54.67
E	9579	Helper, Electrical			
		1st 6 months……	$36.82	$38.01	$39.15
		2nd 6 months……	$39.14	$40.41	$41.62
		3rd 6 months……	$41.00	$42.34	$43.61
		Thereafter……	$42.03	$43.39	$44.70

*Entry level job

Occupational Code		Job Title	2023	2024	2025
E	9581	*Helper, Maintenance - Steam			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$33.63	$34.72	$35.76
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$39.14	$40.41	$41.62
		Thereafter	$42.03	$43.39	$44.70
C	9754	*Laborer			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months	$45.36	$46.83	$48.23
		2nd 6 months	$46.97	$48.49	$49.95
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
L	9622	Machinist, Maintenance	$60.73	$62.70	$64.58
L	9638	Mechanic, Boiler & Condenser			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$47.62	$49.17	$50.64
		3rd 6 months	$49.87	$51.49	$53.04
		4th 6 months	$52.17	$53.86	$55.48
		5th 6 months	$54.41	$56.18	$57.87
		6th 6 months[1]	$56.68	$58.52	$60.28
		Thereafter	$60.73	$62.70	$64.58
		[1] Hold point for certain employees not qualifying in welding			
L	8733	Mechanic, Machinist			
		1st 6 months	$57.81	$59.69	$61.48
		Thereafter	$61.95	$63.96	$65.88

*Entry level job

Occupational Code		Job Title	2023	2024	2025
M	8668	Operator, Assistant Control			
		Hold Rate	$60.73	$62.70	$64.58
		Thereafter	$61.70	$63.71	$65.62
P	8730	Operator, Control			
		1st 6 months	$67.00	$69.18	$71.26
		Thereafter	$69.00	$71.24	$73.38
I	9710	Operator, Crane[1]	$50.76	$52.41	$53.98
		[1]Upgrade classification only			
K	8731	Operator, Mechanic			
		1st 6 months	$52.22	$53.92	$55.54
		2nd 6 months	$54.31	$56.07	$57.76
		3rd 6 months	$56.58	$58.42	$60.17
		4th 6 months	$60.46	$62.42	$64.29
		As Qualified	$63.14	$65.19	$67.15
K	8738	Operator, Plant Equipment			
		1st 6 months	$46.96	$48.48	$49.94
		2nd 6 months	$48.81	$50.40	$51.91
		3rd 6 months	$50.76	$52.41	$53.98
		4th 6 months	$52.88	$54.60	$56.24
		Thereafter	$56.50	$58.34	$60.09
J	9782	Painter			
		1st 6 months	$46.96	$48.48	$49.94
		2nd 6 months	$48.81	$50.40	$51.91
		3rd 6 months	$50.76	$52.41	$53.98
		Thereafter	$52.88	$54.60	$56.24
L	9914	Technician, Chemical			
		1st 6 months	$54.74	$56.52	$58.21
		Thereafter	$60.73	$62.70	$64.58

*Entry level job

Occupational Code		Job Title	2023	2024	2025
P	8732	Technician, Instrument Control and Electrical			
		1st 6 months	$67.00	$69.18	$71.26
		Thereafter	$69.00	$71.24	$73.38
N	9932	Technician, Test			
		1st 6 months	$55.81	$57.62	$59.35
		2nd 6 months	$58.17	$60.06	$61.86
		3rd 6 months	$60.21	$62.17	$64.03
		4th 6 months	$65.70	$67.84	$69.87
		5th 6 months	$67.86	$70.07	$72.17
		6th 6 months	$70.03	$72.31	$74.48
C	9963	*Utilityman			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
E	9977	Utilityman, Territorial			
		1st 6 months	$31.15	$32.16	$33.13
		2nd 6 months	$35.43	$36.58	$37.68
		Thereafter	$41.29	$42.63	$43.91
L	9989	Welder	$60.73	$62.70	$64.58

*Entry level job

Supply Management

Occupational Code		Job Title	2023	2024	2025
J	7117	Clerk, Accounting and Statistical			
		1st 6 months	$53.09	$54.82	$56.46
		2nd 6 months	$54.26	$56.02	$57.70
		Thereafter	$55.50	$57.31	$59.02
I	7152	Clerk and Cashier, Salvage Offices			
		1st 6 months	$46.83	$48.35	$49.80
		2nd 6 months	$47.93	$49.49	$50.97
		3rd 6 months	$49.04	$50.64	$52.16
		4th 6 months	$50.19	$51.82	$53.37
		5th 6 months	$51.40	$53.07	$54.67
		Thereafter	$53.09	$54.82	$56.46
F	7666	*Clerk, Report			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$34.95	$36.08	$37.17
		As qualified	$37.24	$38.45	$39.61
		As qualified	$39.82	$41.12	$42.35
		Thereafter	$43.39	$44.80	$46.14
J	7235	Clerk, Salvage Bid			
		1st 6 months	$47.93	$49.49	$50.97
		2nd 6 months	$49.04	$50.64	$52.16
		3rd 6 months	$50.19	$51.83	$53.38
		4th 6 months	$51.40	$53.07	$54.67
		5th 6 months	$53.09	$54.82	$56.46
		Thereafter	$54.26	$56.02	$57.70

*Entry level job

Occupational Code		Job Title	2023	2024	2025
A	7667	*Clerk, Trainee			
		1st 3 months	$21.73	$22.44	$23.11
		2nd 3 months	$23.29	$24.05	$24.77
		3rd 3 months	$25.39	$26.22	$27.00
		4th 3 months	$27.85	$28.76	$29.62
		5th 3 months	$30.46	$31.45	$32.39
		6th 3 months	$33.63	$34.72	$35.76
		Promote, transfer or terminate			
D	7669	*Clerk, Typist			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$37.24	$38.45	$39.61
		Thereafter	$39.14	$40.41	$41.62
I	7378	Clerk, Warehouse			
		1st 6 months	$46.83	$48.35	$49.80
		2nd 6 months	$47.93	$49.49	$50.97
		3rd 6 months	$49.04	$50.64	$52.16
		4th 6 months	$50.19	$51.82	$53.37
		Thereafter	$51.40	$53.07	$54.67
J	9312	Driver, Heavy Transportation	$51.69	$53.37	$54.97
G	9323	Driver, Light Transportation			
		1st 6 months	$45.35	$46.82	$48.23
		Thereafter	$46.96	$48.48	$49.94
L	9325	Driver, Supervising Transportation	$57.69	$59.57	$61.36
H	9326	Driver, Transportation	$48.81	$50.40	$51.91
G	9531	Handler, Material			
		1st 6 months	$43.26	$44.67	$46.01
		2nd 6 months	$44.30	$45.74	$47.11
		3rd 6 months	$45.78	$47.26	$48.68
		4th 6 months	$46.83	$48.35	$49.80
		Thereafter	$47.93	$49.49	$50.97

*Entry level job

Occupational Code		Job Title	2023	2024	2025
M	9701	Operator 1, Construction Equipment			
		1st 6 months[1]	$60.73	$62.70	$64.58
		2nd 6 months[2]	$61.70	$63.71	$65.62
		Thereafter	$62.74	$64.78	$66.72
		[1]When acting as second operator of Lattice Boom cranes only			
		[2]Promotion from Construction Equipment Operator 2			
L	9702	Operator 2, Construction Equipment			
		1st 6 months	$56.68	$58.52	$60.28
		2nd 6 months	$58.20	$60.09	$61.89
		Thereafter	$59.73	$61.67	$63.52
K	9703	Operator 3, Construction Equipment			
		1st 6 months	$52.88	$54.60	$56.24
		2nd 6 months	$53.82	$55.57	$57.23
		Thereafter	$54.74	$56.52	$58.21
I	9704	Operator 4, Construction Equipment			
		1st 6 months	$50.76	$52.41	$53.98
		Thereafter	$51.69	$53.37	$54.97
L	8940	Supervisor, Material & Equipment Sales			
		Thereafter	$58.91	$60.83	$62.65
L	9909	Supervisor I, Warehouse			
		Thereafter	$58.91	$60.83	$62.65
K	9063	Supervisor II, Warehouse			
		Thereafter	$57.37	$59.23	$61.01
J	9066	Supervisor III, Warehouse			
		Thereafter	$54.39	$56.15	$57.84
C	7947	*Typist			
		1st 3 months	$24.46	$25.25	$26.01
		Next 6 months	$25.95	$26.79	$27.60
		Next 6 months	$28.67	$29.60	$30.49
		Next 6 months	$31.15	$32.16	$33.13
		Next 6 months	$33.63	$34.72	$35.76
		Thereafter	$37.24	$38.45	$39.61

*Entry level job

Occupational Code		Job Title	2023	2024	2025
B	7961	*Typist, Junior			
		1st 3 months…….……	$23.29	$24.05	$24.77
		2nd 3 months…….……..	$25.39	$26.22	$27.00
		3rd 3 months……..…..……..	$27.85	$28.76	$29.62
		4th 3 months……..…..……...	$30.46	$31.45	$32.39
		Next 6 Months……..……..…….	$32.80	$33.86	$34.88
		Next 6 Months……..……..…….	$35.43	$36.58	$37.68
		Promote, transfer or terminate			
D	9980	*Worker, Warehouse			
		1st 6 months…….……	$27.85	$28.76	$29.62
		2nd 6 months……...……...	$31.15	$32.16	$33.13
		3rd 6 months……..…..……..	$35.43	$36.58	$37.68
		4th 6 months……..…..……...	$40.55	$41.87	$43.12
		Promote to Material Handler, transfer or terminate			

*Entry level job

System Operation Division

Occupational Code		Job Title	2023	2024	2025
N	9941	Technician, Control System[1] (System Opr)			
		1st 6 months……	$50.76	$52.41	$53.98
		2nd 6 months……	$52.88	$54.60	$56.24
		3rd 6 months……	$54.74	$56.52	$58.21
		4th 6 months……	$59.73	$61.67	$63.52
		5th 6 months……	$61.70	$63.71	$65.62
		Thereafter……	$63.67	$65.74	$67.71
		[1]Working seniority remains in Telecommunications Division; work location assigned in Control Systems Section Physical Staff P/R #825			
O	9978	Technician, Control System A[1] (System Opr)…	$69.03	$71.27	$73.41
		[1]Working seniority remains in Telecommunications Division; work location assigned in Control Systems Section - Physical Staff P/R #825			
P	9958	Technician, Supervising Control System			
		1st 6 months……	$69.11	$71.35	$73.49
		Thereafter……	$73.18	$75.56	$77.82

*Entry level job

Transmission/Substation

Occupational Code		Job Title	2023	2024	2025
I	8283	Accountant, Construction/Maintenance			
		1st 6 months……	$50.19	$51.82	$53.37
		2nd 6 months……	$51.40	$53.07	$54.67
		3rd 6 months……	$53.09	$54.82	$56.46
		4th 6 months……	$54.26	$56.02	$57.70
		Thereafter……	$56.75	$58.59	$60.35
I	8282	Accountant, Supervising Construction/Maintenance			
		1st 6 months……	$61.62	$63.63	$65.53
		Thereafter……	$63.06	$65.11	$67.06
J	9155	Carpenter			
		1st 6 months……	$49.77	$51.39	$52.93
		2nd 6 months……	$51.69	$53.37	$54.97
		Thereafter……	$53.82	$55.57	$57.23
F	8276	*Clerk, Construction/Maintenance			
		1st 6 months……	$31.47	$32.50	$33.47
		2nd 6 months……	$34.95	$36.08	$37.17
		3rd 6 months……	$37.24	$38.45	$39.61
		4th 6 months……	$39.82	$41.12	$42.35
		5th 6 months……	$43.39	$44.80	$46.14
		6th 6 months……	$49.04	$50.64	$52.16
		Promote, transfer, or terminate			
E	7659	*Clerk, Division Correspondence			
		1st 6 months……	$27.05	$27.93	$28.77
		2nd 6 months……	$29.49	$30.45	$31.36
		3rd 6 months……	$32.80	$33.86	$34.88
		4th 6 months……	$35.43	$36.58	$37.68
		5th 6 months……	$37.24	$38.45	$39.61
		Thereafter……	$41.00	$42.34	$43.61

*Entry level job

Occupational Code		Job Title	2023	2024	2025
F	7660	Clerk, Division Office			
		1st 6 months	$29.49	$30.45	$31.36
		2nd 6 months	$31.47	$32.50	$33.47
		3rd 6 months	$34.95	$36.08	$37.17
		4th 6 months	$37.24	$38.45	$39.61
		5th 6 months	$39.82	$41.12	$42.35
		6th 6 months	$43.39	$44.80	$46.14
		Thereafter	$45.46	$46.94	$48.35
D	7670	*Clerk, Typist – Division			
		1st 6 months	$24.46	$25.25	$26.01
		2nd 6 months	$27.85	$28.76	$29.62
		3rd 6 months	$30.46	$31.45	$32.39
		4th 6 months	$32.80	$33.86	$34.88
		5th 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
H	9310	Driver, Heavy Duty	$48.81	$50.40	$51.91
G	9320	Driver, Light Duty			
		1st 6 months	$45.35	$46.82	$48.23
		Thereafter	$46.96	$48.48	$49.94
K	9350	Electrician, Apprentice			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$52.88	$54.60	$56.24
		6th 6 months	$54.74	$56.52	$58.21
		Promote to job code L 9340			

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9360	Electrician, Apprentice Battery			
		1st 6 months……	$45.35	$46.82	$48.23
		2nd 6 months……	$46.96	$48.48	$49.94
		3rd 6 months……	$48.81	$50.40	$51.91
		4th 6 months……	$50.76	$52.41	$53.98
		5th 6 months……	$52.88	$54.60	$56.24
		6th 6 months……	$54.74	$56.52	$58.21
K	9351	Electrician, Apprentice Substation			
		1st 6 months……	$45.35	$46.82	$48.23
		2nd 6 months……	$46.96	$48.48	$49.94
		3rd 6 months……	$48.81	$50.40	$51.91
		4th 6 months……	$50.76	$52.41	$53.98
		5th 6 months……	$55.44	$57.24	$58.96
		6th 6 months……	$57.38	$59.25	$61.02
P	9235	Foreman, Transformer Specialist			
		1st 6 months……	$65.69	$67.83	$69.86
		Thereafter……	$68.15	$70.36	$72.47
	6427	Foreman, HALO Transmission……	$92.37	$95.38	$98.24
L	9390	Electrician, Battery……	$59.73	$61.67	$63.52
L	9344	Electrician, Substation……	$63.67	$65.74	$67.71
N	9490	Foreman, Light Insulator Washer…… (Upgrade Only)[1] [1]Upgrade to Senior Patrolman in Non-Division based locations except Eastern	$64.70	$66.80	$68.80
E	9528	*Groundman			
		1st 6 months……	$30.86	$31.87	$32.82
		2nd 6 months……	$33.63	$34.72	$35.76
		3rd 6 months……	$37.24	$38.45	$39.61
		4th 6 months……	$39.14	$40.41	$41.62
		Thereafter……	$42.03	$43.39	$44.70

*Entry level job

Occupational Code		Job Title	2023	2024	2025
F	9578	Handler, Assistant Material			
		1st 6 months	$35.43	$36.58	$37.68
		2nd 6 months	$37.24	$38.45	$39.61
		3rd 6 months	$39.14	$40.41	$41.62
		4th 6 months	$41.00	$42.34	$43.61
		5th 6 months	$43.39	$44.80	$46.14
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material	$47.93	$49.49	$50.97
E	9579	Helper, Electrical			
		1st 6 months	$36.82	$38.01	$39.15
		2nd 6 months	$39.14	$40.41	$41.62
		3rd 6 months	$41.00	$42.34	$43.61
		Thereafter	$42.03	$43.39	$44.70
E	9548	*Helper, Transformer			
		1st 6 months	$30.86	$31.87	$32.82
		2nd 6 months	$33.63	$34.72	$35.76
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$39.14	$40.41	$41.62
		Thereafter	$42.03	$43.39	$44.70
C	9754	*Laborer			
		1st 6 months	$27.85	$28.76	$29.62
		2nd 6 months	$31.15	$32.16	$33.13
		3rd 6 months	$35.43	$36.58	$37.68
		Thereafter	$39.14	$40.41	$41.62
K	9605	Linemen, Apprentice			
		1st 6 months	$45.35	$46.82	$48.23
		2nd 6 months	$46.96	$48.48	$49.94
		3rd 6 months	$48.81	$50.40	$51.91
		4th 6 months	$50.76	$52.41	$53.98
		5th 6 months	$57.21	$59.07	$60.85
		6th 6 months	$59.24	$61.16	$63.00

*Entry level job

Occupational Code		Job Title	2023	2024	2025
M	9611	Lineman, Journeyman			
		1st 6 months……	$69.73	$71.99	$74.15
		Thereafter……	$72.04	$74.38	$76.61
	6428	Lineman, Journeyman HALO Transmission…….	$82.84	$85.53	$88.10
J	9606	Lineman, Utility……	$57.21	$59.07	$60.85
K	9615	Machinist, Apprentice Maintenance			
		1st 6 months……	$45.35	$46.82	$48.23
		2nd 6 months……	$46.96	$48.48	$49.94
		3rd 6 months……	$48.81	$50.40	$51.91
		4th 6 months……	$50.76	$52.41	$53.98
		5th 6 months……	$52.88	$54.60	$56.24
		6th 6 months……	$54.74	$56.52	$58.21
L	9622	Machinist, Maintenance……	$60.73	$62.70	$64.58
K	8775	Operator, Apprentice System			
		Trainee 1st 6 months**……	$57.54	$59.41	$61.19
		Trainee 2nd 6 months**……	$63.08	$65.13	$67.08
		Trainee 3rd 6 months**……	$65.93	$68.07	$70.11
		Trainee 4th 6 months**……	$68.63	$70.86	$72.98
		Upon completion - progress to 1st step ASO			
		** ASO's and ASOT's must meet all requirements in each step of the program. If unable to meet requirements, candidates must promote, transfer, bid or terminate			
I	8692	Operator, Assistant 2nd Engine			
		1st 6 months……	$46.96	$48.48	$49.94
		2nd 6 months……	$48.81	$50.40	$51.91
		Thereafter……	$50.76	$52.41	$53.98
N	8699	Operator, Chief Engine……	$63.67	$65.74	$67.71
M	8702	Operator, Chief Substation……	$60.73	$62.70	$64.58
M	8712	Operator, Chief Switchboard Diesel……..	$61.70	$63.71	$65.62

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	8705	Operator, Distribution System……....	$56.50	$58.34	$60.09
M	8718	Operator, Engine……..	$61.70	$63.71	$65.62
H	9727	Operator, Light Road & Construction Equipment…	$49.77	$51.39	$52.93
	9740	Operator 1, Right of Way Equipment			
		1st 6 months……..……	$48.81	$50.40	$51.91
		Thereafter……...…….	$49.77	$51.39	$52.93
	9741	Operator 2, Right of Way Equipment			
		1st 6 months……..……	$52.88	$54.60	$56.24
		2nd 6 months……..……..	$53.82	$55.57	$57.23
		Thereafter……...…….	$54.74	$56.52	$58.21
	9742	Operator 3, Right of Way Equipment			
		1st 6 months……..……	$56.68	$58.52	$60.28
		2nd 6 months……..……..	$58.20	$60.09	$61.89
		Thereafter……...…….	$59.73	$61.67	$63.52
J	8758	Operator, 2nd Engine……..	$52.88	$54.60	$56.24
J	8763	Operator, Substation			
		1st 6 months……..……	$46.96	$48.48	$49.94
		2nd 6 months……...……...	$48.81	$50.40	$51.91
		3rd 6 months……...…..……..	$50.76	$52.41	$53.98
		Thereafter……...…..……	$52.88	$54.60	$56.24
F	8772	*Operator, Trainee			
		1st 4 months……..……	$37.24	$38.45	$39.61
		2nd 2 months……...……...	$39.82	$41.12	$42.35
		Promote, transfer or terminate			
N	8776	Operator, Transmission System……	$71.40	$73.72	$75.93
	6417	Outage Coordinator 1……	$36.67	$37.86	$39.00
	6418	Outage Coordinator 2 ……	$45.23	$46.70	$48.10
	6420	Supervising, Outage Coordinator……..	$66.01	$68.15	$70.20

*Entry level job

Occupational Code		Job Title	2023	2024	2025
J	9782	Painter			
		1st 6 months	$46.96	$48.48	$49.94
		2nd 6 months	$48.81	$50.40	$51.91
		3rd 6 months	$50.76	$52.41	$53.98
		Thereafter	$52.88	$54.60	$56.24
O	9796	Patrolman, Senior	$76.60	$79.09	$81.46
	6415	Program Writer 1	$53.78	$55.53	$57.20
	6416	Program Writer 2	$60.08	$62.03	$63.89
	6419	Supervising, Program Writer	$68.45	$70.68	$72.80
K	9812	Specialist 1, Transformer			
		1st 6 months	$48.81	$50.40	$51.91
		Thereafter	$53.32	$55.06	$56.71
L	9829	Specialist 2, Transformer			
		1st 6 months	$55.63	$57.44	$59.16
		Thereafter	$62.21	$64.23	$66.15
L	9863	Splicer, Apprentice Substation Cable			
		1st 6 months[1]	$45.35	$46.82	$48.23
		2nd 6 months[2]	$46.96	$48.48	$49.94
		3rd 6 months[3]	$48.81	$50.40	$51.91
		4th 6 months[4]	$50.76	$52.41	$53.98
		5th 6 months[5]	$52.88	$54.60	$56.24
		6th 6 months[6]	$54.74	$56.52	$58.21
		On Bid			
		1 From 1st and 2nd-Step Apprentice Electrician			
		2 From 3rd-Step Apprentice Electrician			
		3 From 4th-Step Apprentice Electrician			
		4 From 5th-Step Apprentice Electrician			
		5 From 6th-Step Apprentice Electrician			
		6 From Electrician, 12 months in 6th Step required at	$54.74	$56.52	$58.21

*Entry level job

Occupational Code		Job Title	2023	2024	2025
L	9865	Splicer, Apprentice Transmission Cable			
		1st 6 months[1]…….……..	$45.35	$46.82	$48.23
		2nd 6 months[2]……...…….	$46.96	$48.48	$49.94
		3rd 6 months[3]……..…...…….	$48.81	$50.40	$51.91
		4th 6 months[4]...……..……..……...	$50.76	$52.41	$53.98
		5th 6 months[5]……..……..…….	$52.88	$54.60	$56.24
		6th 6 months[6]……..……..…….	$54.74	$56.52	$58.21
		On Bid 1 From 1st and 2nd-Step Apprentice Lineman-Splicer, Groundman 2 From 3rd-Step Apprentice Splicer 3 From 4th-Step Apprentice Splicer 4 From 5th-Step Apprentice Splicer 5 From 6th-Step Apprentice Splicer 6 From 1st-Step Lineman-Splicer at ……	$54.74	$56.52	$58.21
M	9871	Splicer, Substation Cable			
		1st 6 months…….……	$60.70	$62.67	$64.56
		2nd 6 months…….....……...	$62.74	$64.78	$66.72
		Thereafter……..…..……	$63.74	$65.81	$67.78
M	9877	Splicer, Transmission Cable			
		1st 6 months…….……	$59.73	$61.67	$63.52
		2nd 6 months…….....……...	$61.70	$63.71	$65.62
		3rd 6 months…….....……	$62.74	$64.78	$66.72
		Thereafter……..…..……	$63.74	$65.81	$67.78
		[1]1st 12 months on bid from Top-Step Lineman-Splicer			
O	9902	Subforeman, Mechanical Substation……	$65.69	$67.83	$69.86
N	9918	Supervisor, Road & Right of Way……..	$67.94	$70.15	$72.25

*Entry level job

Occupational Code		Job Title	2023	2024	2025
N	9947	Technician, Electrical Apparatus Test			
		1st 6 months	$54.74	$56.52	$58.21
		2nd 6 months	$57.17	$59.03	$60.80
		3rd 6 months	$59.73	$61.67	$63.52
		4th 6 months	$61.70	$63.71	$65.62
		Thereafter	$63.67	$65.74	$67.71
O	9948	Technician, Electrical Apparatus Test A			
		1st 6 months	$64.70	$66.80	$68.80
		Thereafter	$66.74	$68.91	$70.98
N	9827	Technician, Test			
		1st 6 months	$57.35	$59.21	$60.99
		2nd 6 months	$59.69	$61.63	$63.48
		3rd 6 months	$61.73	$63.73	$65.65
		4th 6 months	$67.24	$69.42	$71.50
		5th 6 months	$69.40	$71.65	$73.80
		6th 6 months	$71.57	$73.90	$76.11
P	9826	Technician A, Test	$69.03	$71.27	$73.41
Q	9825	Technician, Test Supervising	$78.09	$80.63	$83.04
C	9974	*Utilityman			
		1st 6 months	$27.85	$28.76	$29.62
		Promote, transfer or terminate			
E	9977	Utilityman, Territorial			
		1st 6 months	$31.15	$32.16	$33.13
		2nd 6 months	$35.43	$36.58	$37.68
		Thereafter	$41.29	$42.63	$43.91

*Entry level job

Occupational Code		Job Title	2023	2024	2025
K	9985	Welder, Apprentice			
		1st 6 months……	$45.36	$46.83	$48.23
		2nd 6 months……	$46.97	$48.49	$49.95
		3rd 6 months……	$48.81	$50.40	$51.91
		4th 6 months……	$50.76	$52.41	$53.98
		5th 6 months……	$52.88	$54.60	$56.23
		6th 6 months……	$54.73	$56.51	$58.21
L	9986	Welder, Layout……	$59.74	$61.68	$63.53

*Entry level job

Transportation Services

Occupational Code		Job Title	2023	2024	2025
H	7147	Clerk, Automotive Repair			
		1st 6 months	$46.83	$48.35	$49.80
		Thereafter until qualified	$47.93	$49.49	$50.97
		As qualified	$49.04	$50.64	$52.16
J	7172	Clerk, Expediting			
		1st 6 months	$50.19	$51.82	$53.37
		2nd 6 months	$51.40	$53.07	$54.67
		3rd 6 months	$53.09	$54.82	$56.46
		4th 6 months	$54.26	$56.02	$57.70
		Thereafter	$55.50	$57.31	$59.02
D	7510	*Clerk, Junior Correspondence			
		1st 3 months	$25.95	$26.79	$27.60
		2nd 3 months	$27.85	$28.76	$29.62
		3rd 3 months	$30.46	$31.45	$32.39
		4th 3 months	$32.80	$33.86	$34.88
		Next 3 months	$35.43	$36.58	$37.68
		Next 6 months	$39.14	$40.41	$41.62
		Promote, transfer or terminate			
I	8110	Clerk I, Transportation Accounting			
		1st 6 months	$50.19	$51.82	$53.37
		2nd 6 months	$51.40	$53.07	$54.67
		Thereafter	$54.26	$56.02	$57.70
G	8111	Clerk II, Transportation Accounting			
		1st 6 months	$44.19	$45.63	$47.00
		2nd 6 months	$45.78	$47.26	$48.68
		3rd 6 months	$47.09	$48.62	$50.07
		Thereafter	$49.04	$50.64	$52.16

*Entry level job

Occupational Code		Job Title	2023	2024	2025
E	8113	*Clerk III, Transportation Accounting			
		1st 6 months	$29.49	$30.45	$31.36
		2nd 6 months	$32.80	$33.86	$34.88
		3rd 6 months	$37.24	$38.45	$39.61
		4th 6 months	$41.00	$42.34	$43.61
		Promote, transfer or terminate			
	9770	Foreman			
		1st 6 months	$62.13	$64.15	$66.07
		Thereafter	$64.16	$66.25	$68.24
	9771	Foreman, Lead			
		1st 6 months	$66.23	$68.38	$70.43
		Thereafter	$68.33	$70.55	$72.66
	9878	Foreman, Sub	$60.00	$61.95	$63.81
F	9578	Handler, Assistant Material			
		1st 6 months	$35.43	$36.58	$37.68
		2nd 6 months	$37.24	$38.45	$39.61
		3rd 6 months	$39.14	$40.41	$41.62
		4th 6 months	$41.00	$42.34	$43.61
		5th 6 months	$43.39	$44.80	$46.14
		Promote to Material Handler, transfer or terminate			
G	9520	Handler, Material	$47.93	$49.49	$50.97
I	9522	Handler, Senior Material			
		1st 6 months	$50.19	$51.82	$53.37
		Thereafter	$51.40	$53.07	$54.67
L	9618	Machinist, Automotive	$59.73	$61.67	$63.52
	9706	Operator 1, Crane			
		1st 6 months	$60.73	$62.70	$64.58
		2nd 6 months	$61.70	$63.71	$65.62
		Thereafter	$62.74	$64.78	$66.72

*Entry level job

Occupational Code		Job Title	2023	2024	2025
	9707	Operator 2, Crane			
		1st 6 months	$56.68	$58.52	$60.28
		2nd 6 months	$58.20	$60.09	$61.89
		Thereafter	$59.73	$61.67	$63.52
	9708	Operator 3, Crane			
		1st 6 months	$50.76	$52.41	$53.98
		Thereafter	$51.69	$53.37	$54.97
J	9786	Painter, Automotive	$52.88	$54.60	$56.24
	9767	Technician			
		1st 6 months	$44.06	$45.50	$46.86
		2nd 6 months	$45.67	$47.16	$48.57
		3rd 6 months	$47.54	$49.08	$50.56
		Thereafter, until qualified to promote			
	9766	Technician, Junior			
		1st 6 months	$32.08	$33.12	$34.12
		2nd 6 months	$36.49	$37.68	$38.81
		3rd 6 months	$40.32	$41.63	$42.88
		Thereafter, until qualified to promote			
	9768	Technician, Lead			
		1st 6 months	$51.75	$53.44	$55.04
		2nd 6 months	$53.75	$55.50	$57.16
		3rd 6 months	$55.97	$57.79	$59.52
		4th 6 months	$57.86	$59.74	$61.53
		Thereafter, until qualified to promote			
J	9952	Trimmer, Automotive	$53.82	$55.57	$57.23
K	9953	Trimmer, Automotive A	$56.50	$58.34	$60.09

*Entry level job

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 7 4

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/29/2024

Response Date: 2/12/2024

Question 01.a:
TURN is seeking to better understand SCE's test year 2025 GRC pensions analysis and forecast in light of the utility's reported pension costs and associated statements presented in other materials.

a. In SCE's 2023 ERRA testimony (A.23-04-003, SCE-02), page 66, line 7, the term "recorded costs" is used with regard to the Pension Cost Balancing Account (PCBA).

i. Please detail the components of "recorded costs" as that term is used in the ERRA testimony regarding pensions and amounts recorded in the PCBA.

ii. Do the "recorded" costs reflect (1) employer contributions or (2) service costs or (3) other? If other, please detail the method of calculation and specify if it is a cash accounting or accrual accounting valuation. Please explain.

iii. Are the contributions to the "Pension Plan Trust" (as that term is used on page 84 of SCE-06, Vol 4 in the GRC testimony)in any way a component of these "recorded costs"?

iv. Please provide these "recorded costs" for each year from 2015-2023, broken out by components.

Response to Question 01.a:

i. As it pertains to "recorded costs" (summarized in Table IV-21 of ERRA testimony), the following definitions and concepts apply:
   1) Service Cost is calculated pursuant to US GAAP. Other than financial reporting, it is only used for purposes of establishing what portion of the funding policy amount is capitalized.
   2) Non-Service Cost is equal to funding policy amount minus the Service Cost; this could be negative since the bases for calculating Service Cost and recoverable costs are different.
   3) 10-K information reflects the total plan, while amounts shown in the ERRA are a subset of that. In particular, the ERRA:
      a. Excludes non-qualified (SERP) amounts
      b. Excludes non-utility amounts
      c. Excludes portion of amount that is capitalized
      d. Excludes allocations to other jurisdictions.

ii. Please see response 1a.i.

iii. Please see response 1a.i.

iv. GRC and ERRA proceedings serve different purposes. As it relates to pension and PBOP (collectively "postretirement plans"), the GRC establishes the funding policy mechanism to calculate the basic cost unit used as the basis to recover plan costs. For SCE, the funding mechanism also includes the annual balancing account which covers

the treatment of any differences between amounts authorized and actual amounts. As a result, amounts shown in testimony for postretirement plans are for the entire plans, and before any adjustments for capitalization and jurisdictional allocations.

For postretirement plans, ERRA proceedings reconcile recovery based on the balancing account mechanism approved in the GRC.

The basic cost unit used to collect and reconcile recovery via the balancing account is the GRC-approved funding policy amount, as approved by the Commission. It gets re-calculated every year based on actual assets and liabilities as of the first of the year. Any cost recovered by SCE is contributed to the pension (or PBOP) trust. As such, any amount recoverable (whether recovered now, or capitalized) is immediately funded. There are no "prepaid" or "payable" amounts since all recoverable amounts are funded. Any difference between authorized and actuals are trued up using the balancing account mechanism, and therefore, any short- term deviations are "cleaned up" annually to restore balance.

SCE objects to providing data for 2015-2017 as it's outside the GRC window. For years 2018-2022, please refer to "TURN-SCE-074 Pension PBOP.xlsx." SCE plans to provide preliminary 2023 recorded data to parties by March 11, 2024, consistent with the language in the September 5, 2023 Assigned Commissioner's Scoping Memo.

Net periodic pension expense components are:

	Years ended December 31		
(in millions)	2022	2021	2020
Service cost	$118	$127	$119
Non-service cost (benefit)			
Interest cost	101	95	114
Expected return on plan assets	(215)	(211)	(203)
Settlement costs	4	-	-
Amortization of prior service cost	-	1	1
Amortization of net loss	2	7	7
Regulatory adjustment	6	25	16
Total non-service benefit [1]	(102)	(83)	(65)
Total expense recognized	$16	$44	$54

[1] Included in "Other income" on Edison International's and SCE's consolidated income statements. For further details, see Note 16 in 2022 10k.

	Years ended December 31	
(in millions)	2019	2018
Service cost	$111	$123
Non-service cost		
Interest cost	143	128
Expected return on plan assets	(194)	(214)
Settlement costs	-	-
Amortization of prior service cost	2	3
Amortization of net loss[1]	5	6
Regulatory adjustment (deferred)	(3)	15
Total non-service benefit	(47)	(62)
Total expense recognized	$64	$61

[1] Includes the amount of net loss reclassified from accumulated other comprehensive loss. The amount reclassified for SCE was $5 million, $6 million and $6 million for the years ended December 31, 2019, 2018 and 2017.

Net periodic PBOP expense components are:

	Years ended December 31,		
(in millions)	2022	2021	2020
Service cost	$34	$40	$37
Non-service cost (benefit)			
Interest cost	55	52	63
Expected return on plan assets	(97)	(106)	(119)
Amortization of prior service cost	(2)	(1)	(1)
Amortization of net gain	(45)	(36)	(29)
Regulatory adjustment	55	51	49
Total non-service benefit[1]	(34)	(40)	(37)
Total expense	$ -	$ -	$ -

[1] Included in "Other in come" on Edison International's and SCE's consolidated income statements. For further details, see Note 16.

	Years ended December 31,	
(in millions)	2019	2018
Service cost	$30	$37
Non-service cost		
Interest cost	77	80
Expected return on plan assets	(111)	(122)
Special termination benefits	-	-
Amortization of prior service credit	(1)	(1)
Amortization of net loss	(17)	-
Regulatory Adjustment (deferred)	29	24
Total non-service benefit	(23)	(19)
Total expense	$7	$18

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 7 4

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/29/2024

Response Date: 2/12/2024

Question 03:
TURN is seeking to better understand SCE's test year 2025 GRC pensions analysis and forecast in light of the utility's reported pension costs and associated statements presented in other materials. In SCE's 2023 ERRA testimony (A.23-04-003, SCE-02), page 69, lines 6-9. Please explain, and provide the detailed accounting supporting the two statements: "SCE's actual service cost was $53.833 million, as shown on Line V in Table IV-21above. This cost, before jurisdictionalization and capitalization, was $115.348 million."

Response to Question 03:
Please see response to TURN-SCE-074 Q01.a.i for context. You can see how the total service cost of $115.348 million mentioned ties to the $115 million Service Cost (which is in totality) presented in the company's 10k, which TURN cites in question 2. The $53.833 million is the remaining amount after removing non-qualified benefits, non-utility costs, capitalized amounts, and any amount allocated to other jurisdictions (e.g., FERC).

PUBLIC ADVOCATES OFFICE (Cal Advocates)
DATA RESPONSE
Southern California Edison Company Test Year 2025 General Rate Case
A.23-05-010

Date: 19 March 2024

Origination Date: 8 March 2024

Response Due: 22 March 2024

To: Kristen Yee, SCE Discovery Manager
Kristen.Yee.@sce.com
Russell Archer, Russell.Archer@sce.com

cc: scegrc@sce.com

GRC 2025 Coordinator:
Vanessa M Rodriguez, Vanessa.Rodriguez@sce.com>

From: Tamera Godfrey, Project Coordinator
Public Advocates Office
505 Van Ness Avenue, Room 4104
San Francisco, CA 94102 tamera.godfrey@cpuc.ca.gov

Data Request No: SCE-PubAdv-015-DT

GENERAL OBJECTIONS

Cal Advocates objects to each data request to the extent that it mischaracterizes Cal Advocates' opening testimony.

Cal Advocates objects to each data request to the extent that it is overly broad, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

Cal Advocates objects to each instruction and data request as overly broad and unduly burdensome to the extent that it seeks documents or information that SCE will possess when it receives Cal Advocates' opening testimony. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for SCE as for Cal Advocates. All such documents and information will not be produced.

Cal Advocates objects to each instruction and data request to the extent that it seeks information or documents protected from disclosure by the attorney-client privilege, attorney work product doctrine, or any other applicable privilege.

The following question relates to CA-19:

SCE Question 1:

Re. p. 9:13-15, Cal Advocates states regarding Medical Programs, "Cal Advocates develops its forecast of medical expenses based on the increase of 21.47% that occurred from the three-year period of 2019 – 2022, which is approximately 7% per year.

Please provide documentation and an Excel spreadsheet with formulas that support a 7% increase.

Cal Advocates Response to Question 1:

Please see the attached spreadsheet (Attachment 1), which is also copied below for convenience:

Medical Programs	(Nominal 2022 $000)					
					Increase	Cal Advocates
	2019	2020	2021	2022	2019-2022	2025
Labor	0	0	0	0	0	0
Non-Labor	0	0	0	0	0	0
Other	85,598	78,067	92,677	103,981	22,331	126,312
TOTAL	85,598	78,067	92,677	103,981	22,331	126,312
					21.476%	

Medical Programs Expense is a calculation within the RO model rather than a hard-entered adjustment. Any further questions about this should be addressed by Cal Advocates' RO model witness.

Response prepared by Clair Emerson.

The following questions relate to CA-20:

SCE Question 1:

Re. p. 5:8-9 Cal Advocates' recommendation is $5.990 million less than SCE's TY 2025 forecast of $41.068 million.

How did Cal Advocates calculate the reduction of $5.990 million for OU Support Services? Please provide an Excel spreadsheet with itemized calculations for labor and non-labor reductions along with justification for each adjustment.

Cal Advocates Response to Question 1:

Please see the attached spreadsheet (Attachment 2), specifically the tab "OU Support", which summarizes all of Cal Advocates' adjustments and indicates where in SCE's testimony, workpapers, and/or data request responses Cal Advocates found the support for its OU Support Services adjustments of $5.990 million.

Response prepared by Leah Rassam.

SCE Question 2:

Re. p. 9:15-16 Cal Advocates' recommendation is $1.502 million less than SCE's TY 2025 forecast of $12.260 million.

How did Cal Advocates calculate the reduction of $1.502 million for Talent Solutions? Please provide an Excel spreadsheet with itemized calculations for labor and non-labor reductions along with justification for each adjustment.

Cal Advocates Response to Question 2:

Please see the attached spreadsheet (Attachment 2), specifically the tab "Talent Solutions", which summarizes all of Cal Advocates' adjustments and indicates where in SCE's testimony, workpapers, and/or data request responses Cal Advocates found the support for its Talent Solutions adjustments of $1.502 million.

Response prepared by Leah Rassam.

SCE Question 3:

Re. p.13:5-6 Cal Advocates' recommendation is $7.595 million less than SCE's TY 2025 forecast of $25.592 million.

How did Cal Advocates calculate the reduction of $7.595 million for Employee Training and Development? Please provide an Excel spreadsheet with itemized calculations for labor and non-labor.

Cal Advocates Response to Question 3:

Please see the attached spreadsheet (Attachment 2), specifically the tab "Training and Development", which summarizes all of Cal Advocates' adjustments and indicates where in SCE's testimony, workpapers, and/or data request responses Cal Advocates found the support for its Training and Development adjustments of $7.595 million.

Response prepared by Leah Rassam.

SCE Question 4:

Re. p.22:22-23 "This application resulted in a TY 2025 estimate for personnel hours of 73,808, which was then multiplied by SCE's average labor rate of $60.60."

Please provide in an Excel formatted file with working formulas and calculations the means in which the $60.60 average delivery labor rate is calculated.

Cal Advocates Response to Question 4:

Cal Advocates used the average labor rate of $60.60 as provided by SCE, which can be found in Ex. SCE-06, Vol. 04, WP Bk. C, p. 248.

Response prepared by Leah Rassam.

SCE Question 5:

Re. p. 19:25-26 Cal Advocates developed its own forecast methodology for Seat Time Hours.

Please provide in an Excel formatted file with working formulas and calculations the end-to-end analysis and calculation with the forecasting model being proposed to produce both:

a) 2023, 2024 & 2025 Seat Time
b) Please provide in an Excel formatted file with working formulas and calculations that compares the year-over-year proposed forecast to SCE's original forecast of $37.023 million.

Cal Advocates Response to Question 5:

Please see the electronic workpapers for CA-20 titled, "A2305010 Public Advocates Office (Rassam) Employee Benefits Training and Support Part 2 of 2 (CA-20-WP).xlsx", which were provided to SCE on March 13, 2024.

Response prepared by Leah Rassam.

SCE Question 6:

Re. p. 22:16-18 Cal Advocates has applied the same forecasting methodology that it used in T&D – Training Seat Time for T&D for Training Delivery and Development.

Please provide in an Excel formatted file with working formulas and calculations the end-to-end analysis and calculation with the forecasting model being proposed to produce:

a) 2023, 2024, 2025 Delivery
b) Please provide in an Excel formatted file with working formulas and calculations that compares the year-over-year proposed forecast to SCE's original forecast of $23,189 million.

Cal Advocates Response to Question 6:

Please see the electronic workpapers for CA-20 titled, "A2305010 Public Advocates Office (Rassam) Employee Benefits Training and Support Part 2 of 2 (CA-20-WP).xlsx," which were provided to SCE on March 13, 2024.

Response prepared by Leah Rassam.

Medical Programs (Nominal 2022 $000)

	2019	2020	2021	2022	Increase 2019-2022	Cal Advocates 2025
Labor	0	0	0	0	0	0
Non-Labor	0	0	0	0	0	0
Other	85,598	78,067	92,677	103,981	22,331	126,312
TOTAL	85,598	78,067	92,677	103,981	22,331	126,312

21.476%

Public Advocates Office (Cal Advocates)
Southern California Edison 2025 General Rate Case
A. 23-05-010
Summary of Requests/Recommendations

Line No.	Testimony/Workpapers Exhibit and Page Numbers	Witness Name	Corresponding SCE Exhibit and Page Numbers	Functional Area	Labor / Non-Labor	Description of Recommendation	Adjustment in $2022
1	CA-20 pp. 8-9	Rassam	PubAdv-SCE-019-LRS Q01 a-b	Employee Support BPE O&M	NL	OU Support (HR) - SCE has an incremental increase of 400,000 attributed to market price jobs.	400,000
2	CA-20 pp. 8-9	Rassam	PubAdv-SCE-019-LRS Q01 a-b; PubAdv-SCE-042-LRS	Employee Support BPE O&M	NL	OU Support (HR) - Listed as consulting work for system enhancements and dashboard development for People Operations in SCE's DR response.	600,000
3	CA-20 pp. 8-9		PubAdv-SCE-019-LRS Q01 a-b	Employee Support BPE O&M	NL	OU Support (HR) - Listed as Incremental H&W increase in SCE's DR response.	958,000
4	CA-20 pp. 8-9	Rassam	PubAdv-SCE-019-LRS Q01 a-b; PubAdv-SCE-042-LRS	Employee Support BPE O&M	NL	OU Support (HR) - Listed as consulting work for benefit and compensation plan design for $1,000,000. This a one time cost and accordingling adjusted to reflect this. (i.e this number has been normalized).	750,000
5	CA-20 pp. 8-9	Rassam	PubAdv-SCE-019-LRS Q01 a-b; PubAdv-SCE-042-LRS	Employee Support BPE O&M	NL	OU Support - SCE shows an incremental increase of $3,979,979. However, on the tab labeled "Incrmtl NonLabor" only $3,958,000 was accounted for.	21,979
6	CA-20 pp. 5-8	Rassam	PubAdv-SCE-019-LRS Q01 a-b; PubAdv-SCE-042-LRS; SCE-06 Vol. 4 pp. 22-23	Employee Support BPE O&M	L	OU Support (HR) - Reduction of head count increases for OU Support.	2,945,108
7	CA-20 pp. 5-8	Rassam	PubADV-SCE-019-LRS Q01 a-b	Employee Support BPE O&M	L	OU Support (Finance) - listed as backfilling of vacant positions in SCE's DR response.	213,290
8	CA-20 pp. 5-8	Rassam	PubAdv-SCE-019-LRS Q01 a-b	Employee Support BPE O&M	L	OU Support (Corporate Affairs) - listed as backfilling of vacant postions in SCE's DR response.	102,106
9	**Total**						5,990,483

Public Advocates Office (Cal Advocates)
Southern California Edison 2025 General Rate Case
A. 23-05-010
Summary of Requests/Recommendations

Line No.	Testimony/Workpapers Exhibit and Page Numbers	Witness Name	Corresponding SCE Exhibit and Page Numbers	Functional Area	Labor / Non-Labor	Description of Recommendation	Adjustment in $2022
1	CA-20 p. 10	Rassam	PubAdv-SCE-019-LRS Q01 a-b	Employee Support BPE O&M	L	Talent Solutions (HR) - Reduction of head count increases for Talent Solitions.	1,501,534
2	**Total**						1,501,534

Public Advocates Office (Cal Advocates)
Southern California Edison 2025 General Rate Case
A. 23-05-010
Summary of Requests/Recommendations

Line No.	Testimony/Workpapers Exhibit and Page Numbers	Witness Name	Corresponding SCE Exhibit and Page Numbers	Functional Area	Labor / Non-Labor	Description of Recommendation	Adjustment in $2022
1	CA-20 pp. 12-16	Rassam	PubAdv-SCE-029-LRS Q02 a revised (HR Details Tab); SCE-06 Vol.4 pp.165; PubAdv-SCE-064-LRS Q09 c	Employee Training BPE O&M	L	Training and Development (HR) - This adjustment represents an entirley new cost to "improve and modernize" the training cirriculum by SCE. SCE has not provided details about what this new activity entails.	5,570,978
2	CA-20 pp. 12-16	Rassam	PubAdv-SCE-029-LRS Q02 a	Employee Training BPE O&M	L	Training and Development (Customer Service)- listed as backfilling of vacant positions in SCE's DR response.	45,311
3	CA-20 pp. 12-16	Rassam	PubAdv-SCE-029-LRS Q02 a revised (HR Details Tab); SCE-06 Vol.4 pp.165; Stacey's Email 1-09-25; PubAdv-SCE-064-LRS Q09 c	Employee Training BPE O&M	NL	Training and Development (HR) - This adjustment represents an entirley new cost to "improve and modernize" the training cirriculum by SCE. SCE has not provided details about what this new activity entails. These are the positions that are apart of this new activity but are contractors and therefore non-labor.	187,756
4	CA-20 pp. 12-16	Rassam	PubAdv-SCE-029-LRS Q02 a revised; WP SCE-06, Vol.4 pp. 232	Employee Training BPE O&M	NL	Training and Development (HR) - Extended reality enhacements.	1,590,930
5	CA-20 pp. 12-16	Rassam	PubAdv-SCE-029-LRS Q02 a	Employee Training BPE O&M	NL	Training and Development (HR) - 200k difference highlighted in cell of temporary worker that will not be utilized in 2025.	200,000
6	**Total**						7,594,975

Public Advocates Office (Cal Advocates)
Southern California Edison 2025 General Rate Case
A. 23-05-010
Summary of Requests/Recommendations

Line No.	Testimony/Workpapers Exhibit and Page Numbers	Witness Name	Corresponding SCE Exhibit and Page Numbers	Functional Area	Labor / Non-Labor	Description of Recommendation	Adjustment in $2022
1	CA-20 pp. 16-21	Rassam	PubAdv-SCE-282-LRS Q01a-d (including pdf); PubAdv-SCE-350-LRS Q.07a-d; SCE-06 Vol.4 pp.184-185	Employee Training BPE O&M	L	Training Seat Time T&D - Saftey Training Labor - Saftey Training Labor	2,678,046
2	CA-20 pp. 16-21	Rassam	PubAdv-SCE-201-LRS Q6; SCE-06 Vol.4 WP Bk.C pp.248-249	Employee Training BPE O&M	L	Training Seat Time - Seat time is forecasted by mutiplying the total seat time hours by an average on the standard labor rate. PAO then took the average rate of change from the historical years (without 2020 due to COVID) and applied that to the base year to find how many hours to forecast for seat time hours for 2025. Then PAO took the forecast for seat time hours and mutiplied by the standard labor rate provided by SCE.	7,660,255
3	CA-20 pp. 16-21	Rassam	PubAdv-SCE-201-LRS Q6; SCE-06 Vol.4 WP Bk.C pp.248-250	Employee Training BPE O&M	NL	Training Seat-Time - seat time labor forecasted multiplied by average rate of 17% provided by SCE.	1,375,696
4	**Total**						11,713,997

Public Advocates Office (Cal Advocates)
Southern California Edison 2025 General Rate Case
A. 23-05-010
Summary of Requests/Recommendations

Line No.	Testimony/Workpapers Exhibit and Page Numbers	Witness Name	Corresponding SCE Exhibit and Page Numbers	Functional Area	Labor / Non-Labor	Description of Recommendation	Adjustment in $2022
1	CA-20 pp .21-23	Rassam	PubAdv-SCE-282-LRS Q01a-d (including pdf); PubAdv-SCE-350-LRS Q.07a-d; SCE-06 Vol.4 pp.181-182	Employee Training BPE O&M	L	Training Delivery and Development T&D - Saftey Training Labor - Saftey Training Labor.	521,724
2	CA-20 pp .21-23	Rassam	SCE-06 Vol.4 WP BKCE3 pp.248; PubAdv-SCE-282-LRS Q01 a; PubAdv-SCE-029-LRS Q02 a revised Cell E11	Employee Training BPE O&M	L	Training Delivery and Development T&D - Labor for Training Delivery are based on personnel hours multiplied by an average standard labor rate. Based on Cell E11 in PubAdv-SCE-029-LRS Q02 a revised and testimony, the incremental labor increase in Training Delivery is based on the increase in seat-time. Therefore, the number of personell hours is linked to changes in seat-time hours. To reflect this, PAO took the same average rate of change applied to seat time hours and applied it to personel hours. Then this new forecast for personell hours was multiplied by the average standard labor rate provided by SCE.	5,868,831
3	CA-20 pp .21-23	Rassam	PubAdv-SCE-282-LRS Q01a-d (including pdf); PubAdv-SCE-350-LRS Q.07a-d; SCE-06 Vol.4 pp.184-186	Employee Training BPE O&M	NL	Training Delivery and Development T&D - Saftey Training Labor - Saftey Training Labor.	376,634
4	**Total**						6,767,189

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 2 9 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 2/7/2024

Response Date: 2/9/2024

Question 02.a Revised 2:
Referring to WP SCE-06, Vol.4 Bk. A, SCE's forecasting method for TY 2025 is the Last Recorded Year and Adjustments. For each year from the base year to the TY2025, please provide a list of adjustments included in the $33.881 million increase, grouped by the sub-sections: Enterprise Learning and Development, Customer Service Training Delivery, and Transmission and Distribution Training Development Delivery and Training Seat Time.

a. For each adjustment listed above, please provide an explanation and supporting documentation to justify each adjustment. Please include any estimated savings included in the forecasts. Note that SCE's workpapers (SCE-06 Vol.4 Bk. A) do not show any detailed calculations for the proposed TY increases.

Response to Question 02.a Revised 2:

a. Please refer to the attachment, "PubAdv-SCE-029-LRS Q02a revised2.xlsx" and its table for explanations for each adjustment.

SCE-06, Vol. 4 Employee Benefits, Training and Support
Data Request PubAdv-SCE-029-LRS Q.02a Revised2
O&M constant $

	2022 Constant	2025 Constant	2025 vs 2022 Difference	Explanation	Section of Testimony
Training Seat-Time - Transmission and Distribution					
Transmission & Distribution Total	**21,234,509**	**37,023,119**	**15,788,610**		
Labor (EE Comp Design Change)		699,086	699,086	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e
Labor + Vacancies	17,897,001	31,205,050	13,308,049	Increased training demand and student training hours in comparison to prior years heavily impacted by COVID-19.	SCE-06, Vol. 04, pp. 180-185 SCE-06, Vol. 04, Figure IV-37 WP SCE-06, Vol. 04, Book C, pp. 248-249
Non Labor	3,337,508	5,187,113	1,849,605	Directly associated costs to labor dollars resulting from expenses incurred from employees attending training such as meals, lodging and mileage.	SCE-06, Vol. 04, pp. 180-185 SCE-06, Vol. 04, Figure IV-37 WP SCE-06, Vol. 04, Book C, pp. 248-249
Non Labor Cost Savings Initiative		(68,130)	(68,130)	Reduce student Premium Time while in training which can lead to a lack of focus when students have worked the night before.	SCE-06, Vol. 4, p.184, footnote 277
Training Delivery and Development - Transmission and Distribution					
Transmission & Distribution Total	**15,823,846**	**23,198,417**	**7,374,571**		
Labor (EE Comp Design Change)		649,739	649,739	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e
Labor + Vacancies	11,873,199	17,230,136	5,356,937	Training resource needs to facilitate the delivery of the associated increased seat time referred to above.	SCE-06, Vol. 04, pp. 180-185 SCE-06, Vol. 04, Figure IV-37 WP SCE-06, Vol. 04, Book C, pp. 248-249
Non Labor	3,950,648	5,318,542	1,367,895	Delivery materials, equipment and tools as well as contracted vendor supplier delivery associated with the facilitation of the training delivery for the increased volume referred to above.	SCE-06, Vol. 04, pp. 180-185 SCE-06, Vol. 04, Figure IV-37 WP SCE-06, Vol. 04, Book C, pp. 248-249
Training And Development					
Customer Service Total	**2,502,296**	**2,489,644**	**(12,652)**		
Labor (EE Comp Design Change)		92,158	92,158	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e
Labor + Vacancies	1,607,741	1,653,051	45,311	The difference is due to vacancies in the department and the lag time to backfill the position.	SCE-06, Vol. 04, pp.1-3.
Non Labor	894,555	744,435	(150,120)	The reduction of costs are from one time use of supplemental workers in 2022.	
Human Resources Total	**12,932,763**	**20,550,138**	**7,617,375**		
Labor (EE Comp Design Change)		468,084	468,084	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e
Labor + Vacancies	8,165,963	13,736,941	5,570,978	$110,703 is due to vacancies and the lag time to backfill the positions. $5,460,275 is due to incremental headcount costs related to creating new content, updating and maintaining existing content, facilitating enterprise-wide instructor-led training (ILT) sessions, project management support, and analytical support (reporting and learning management system (LMS)).	SCE-06, Vol. 04, pp.1-3. SCE-06, Vol.04, Chapter IV See tab "HR Details" and "HR Detail Calculations" for more information.
Non Labor	4,766,800	6,345,113	1,578,314	$1,778,686 is due to contract workers and the costs related to XR platform license fees, build & host custom content, and virtual campus. ($200,372) is due to a temporary worker that will not be utilized in 2025.	SCE-06, Vol.04, Chapter IV See tab "HR Details" and "HR Detail Calculations" for more information.
Safety, Security & Business Resiliency Total	**2,020,110**	**2,552,471**	**532,361**		
Labor (EE Comp Design Change)		70	70	This adjustment includes changes made to SCE's employee compensation program.	SCE-06, Vol. 04, pp. 45-49; WP SCE-06, Vol. 04, Book B, pp. 6-8 STIP to Base Labor; and PubAdv-SCE-008-FNZ Q.02.e
Labor + Vacancies	1,216	(70)	(1,286)	The difference is due to vacancies in the department and the lag time to backfill the position.	SCE-06, Vol. 04, pp.1-3.
Non Labor	2,018,894	2,835,168	816,274	The difference is mainly due to requesting additional funding for safety leadership training to account for enhanced organizational readiness in test year 2025 and pausing the safety predictive model in 2022. Upon further evaluation of the safety predictive model, SCE determined a more mature data and technology infrastructure is needed, so the effort was paused in 2022. Additional safety leadership training will be reviewed as part of a broader set of training needs, including a leadership academy.	SCE-06, Vol. 04, pg.165, line 22-23 SCE-06, Vol. 04, pg. 154, line 12-17 See tab "SSBR Details" for more information.
Non Labor Cost Savings Initiative		(282,697)	(282,697)	T&D trainers will provide the training on behalf of SS&BR, but SS&BR will fund the training.	SCE-06, Vol. 04, p.165, line 22-23
Total Employee Training	**54,513,524**	**85,813,789**	**31,300,265**		

Expense Type	Workstream	Headcount		2025 Total
Labor	Compliance Transformation & Training Plan	2.00	$	257,900
	CS Technical Development	8.25	$	815,175
	Enterprise Technical Development	3.75	$	389,625
	Extended reality (XR) Enhancements	1.00	$	84,700
	Frontline Leadership	17.50	$	2,075,550
	Learning Technology	1.00	$	120,100
	Systems Training	7.50	$	845,625
	T&D Technical Training - Sustainment	8.00	$	871,600
Labor Total		**49.00**	**$**	**5,460,275**
Non-Labor	Compliance Transformation & Training Plan	1.00	$	125,356
	Extended reality (XR) Enhancements		$	1,590,930
	Frontline Leadership	0.25	$	62,400
Non-Labor Total		**1.25**	**$**	**1,778,686**
Grand Total		**50.25**	**$**	**7,238,961**

Workstream	Scope of Work	Job Title	Category	Expense Type	Headcount	Annual (MRP)	2025 Total
Compliance Transformation & Training Plan	Reporting and tracking	Learning & Dev, Spec (Analyst)	Contract	Non-Labor	1.00	$ 125,356	$ 125,356
Frontline Leadership	Development: Design and development/Technology	Instructional Designer (Sr ID-SW)	Contract	Non-Labor	0.25	$ 249,600	$ 62,400
Compliance Transformation & Training Plan	Project management	Learning & Dev, Sr Adv	Labor	Labor	1.00	$ 151,000	$ 151,000
Compliance Transformation & Training Plan	Design and development	Learning & Dev, Sr Spec	Labor	Labor	1.00	$ 106,900	$ 106,900
CS Technical Development	Project management	Learning & Dev, Advisor	Labor	Labor	1.25	$ 120,100	$ 150,125
CS Technical Development	Design and development	Learning & Dev, Spec (ID)	Labor	Labor	3.75	$ 84,700	$ 317,625
CS Technical Development	Design and development	Learning & Dev, Sr Spec	Labor	Labor	2.00	$ 106,900	$ 213,800
CS Technical Development	Design and development	Learning & Dev, Sr Spec	Labor	Labor	1.25	$ 106,900	$ 133,625
Enterprise Technical Development	Project management	Learning & Dev, Advisor	Labor	Labor	1.25	$ 120,100	$ 150,125
Enterprise Technical Development	Design and development	Learning & Dev, Spec (ID)	Labor	Labor	1.25	$ 84,700	$ 105,875
Enterprise Technical Development	Design and development	Learning & Dev, Sr Spec	Labor	Labor	1.25	$ 106,900	$ 133,625
Extended reality (XR) Enhancements	Administrative support	Learning & Dev, Spec (Analyst)	Labor	Labor	1.00	$ 84,700	$ 84,700
Frontline Leadership	OU Specific: Craft Facilitation co-partnered with an OU leader title facilitator; some enterprise leadership program facilitation; Program management; measurement & Evaluation: L3 assessment & reporting support for all leadership programs	Learning & Dev, Advisor	Labor	Labor	1.00	$ 120,100	$ 120,100
Frontline Leadership	OU Specific: Craft Facilitation co-partnered with an OU leader title facilitator; some enterprise leadership program facilitation; Program management; measurement & Evaluation: L3 assessment & reporting support for all leadership programs	Learning & Dev, Advisor	Labor	Labor	2.50	$ 120,100	$ 300,250
Frontline Leadership	Enterprise leadership programs; some OU specific leadership facilitation; program management	Learning & Dev, Mgr	Labor	Labor	1.00	$ 135,500	$ 135,500
Frontline Leadership	Enterprise leadership programs; some OU specific leadership facilitation; program management	Learning & Dev, Mgr	Labor	Labor	2.50	$ 135,500	$ 338,750
Frontline Leadership	OU Specific: Craft Facilitation co-partnered with an OU leader title facilitator; some enterprise leadership program facilitation; Program management	Learning & Dev, Mgr	Labor	Labor	1.00	$ 135,500	$ 135,500
Frontline Leadership	OU Specific: Craft Facilitation co-partnered with an OU leader title facilitator; some enterprise leadership program facilitation; Program management	Learning & Dev, Mgr	Labor	Labor	1.25	$ 135,500	$ 169,375
Frontline Leadership	Development: Producer to launch polls, share whiteboards, organize and launch breakouts, and keep the classrooms flowing. Also, the Producer will do course follow-up with Learning Operations, distribution of information to Participants, and ongoing reporting. (large 25+ sessions); logistical support	Learning & Dev, Spec (Analyst)	Labor	Labor	1.00	$ 84,700	$ 84,700
Frontline Leadership	Development: Producer to launch polls, share whiteboards, organize and launch breakouts, and keep the classrooms flowing. Also, the Producer will do course follow-up with Learning Operations, distribution of information to Participants, and ongoing reporting. (large 25+ sessions); logistical support	Learning & Dev, Spec (Analyst)	Labor	Labor	1.25	$ 84,700	$ 105,875
Frontline Leadership	OU Specific: Sr. Sup/frontline cross OU facilitator, co-partnered with an OU leader title facilitator; some enterprise leadership program facilitation; measurement & Evaluation: L3 assessment & reporting support for all leadership programs	Learning & Dev, Sr Adv	Labor	Labor	1.00	$ 151,000	$ 151,000
Frontline Leadership	Development: Enterprise design and development/Technology	Learning & Dev, Sr Spec	Labor	Labor	2.50	$ 106,900	$ 267,250
Frontline Leadership	Development: Craft & OU specific design and development/Technology	Learning & Dev, Sr Spec	Labor	Labor	2.50	$ 106,900	$ 267,250
Learning Technology	Project management	Learning & Dev, Advisor	Labor	Labor	1.00	$ 120,100	$ 120,100
Systems Training	Project management	Learning & Dev, Advisor	Labor	Labor	1.25	$ 120,100	$ 150,125
Systems Training	Analytical/Logistical support	Learning & Dev, Spec (Analyst)	Labor	Labor	1.25	$ 84,700	$ 105,875
Systems Training	Project management	Learning & Dev, Sr Adv	Labor	Labor	1.25	$ 151,000	$ 188,750
Systems Training	Design, development and facilitators	Learning & Dev, Sr Spec	Labor	Labor	3.75	$ 106,900	$ 400,875
T&D Technical Training - Sustainment	Manager	Learning & Dev, Mgr	Labor	Labor	1.00	$ 135,500	$ 135,500
T&D Technical Training - Sustainment	MFO/Planning Maintenance	Tech Training, Spec	Labor	Labor	1.00	$ 94,700	$ 94,700
T&D Technical Training - Sustainment	SC&M/Grid Ops	Tech Training, Sr Spec	Labor	Labor	3.00	$ 106,900	$ 320,700
T&D Technical Training - Sustainment	T&D/Safety Maintenance	Tech Training, Sr Spec	Labor	Labor	3.00	$ 106,900	$ 320,700
Extended reality (XR) Enhancements	XR platform license fees, build & host custom content, and virtual campus		Other	Non-Labor		$ -	$ 1,590,930
					50.25		**$ 7,238,961**

SS&BR Details

O&M constant $

2022 Constant $	2025 Constant $	Activity
$ 1,045,000.00	$ 1,045,000.00	Propulo Consulting
$ 280,000.00	$ -	Predictive Analytics
$ 693,894.00	$ 1,790,168.00	Safety Training & Seat Time

Total $ 2,018,894.00 $ 2,835,168.00

Difference $ 816,274.00

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 6 4 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 7/24/2023

Response Date: 8/3/2023

Question 03.a-e:
For Training Delivery and Development – Transmission and Distribution Labor Transmission and Distribution SCE forecasts $17.870 million in TY 2025, which is an increase of $5.996 million or 51% over 2022 recorded expenses of $11.873 million. Explain in detail what specifically (additional personnel, contracts, etc.) is driving this increase from year to year. Please provide documentation that supports this increase.

a. Identify all one-time, non-recurring activities and costs from 2018-2025.
b. If the proposed test year increase is associated with additional staffing, provide documentation, created before this data request, that SCE's management relied upon to determine that additional staffing in the test year was required.
c. Provide documentation that demonstrates why SCE's current staffing level, as of June 30, 2023, is insufficient and unable to perform the activities proposed in the test year.
d. Provide the current staffing level as of June 30, 2023.
e. Provide a line-item breakdown of the calculated salary for each proposed position.

Response to Question 03.a-e:
Please refer to PubAdv-SCE-029-LRS Q.02a which explains what is driving this increase from year to year.

a. Please refer to PubAdv-SCE-064-LRS Q.01a.
b. Please refer to SCE-06, Vol. 4, pp. 1-3, 146, and 180-185, Workpaper SCE-06, Vol. 4, Book C, pp. 248-249, and SCE-02, Vol. 2, pp. 62-66, which was created prior to this data request and approved and sponsored by the Senior Vice President and Chief Human Resources Officer of Edison International and SCE, the Director of Talent Solutions of SCE, and the Director of Program Management of SCE.
c. To perform the amount of work laid out in this GRC, SCE must grow its field workforce. This anticipated growth is exemplified through the headcount targets, including SCE's SRIIM requirements, resulting in increased training demand and additional delivery resources required to facilitate training. We have added 22 additional headcount from 2022 to current staffing levels as of June 30, 2023.

   However, the staffing levels as of June 30, 2023 are not sufficient to perform training delivery through test year 2025 as we have 14 vacancies overall. Please refer to SCE-06, Vol. 04, pp. 1-3, 146, 180-185, and SCE-02, Vol. 2, Part 2, and pp.62-66 of testimony. As explained in testimony, SCE has experienced a high number of vacancies coupled with candidate shortages and increased turnover. Also refer to SCE-06, Vol. 4 pp. 45-46 regarding the tight labor markets, high levels of unfilled jobs and the expectation of inflation

being felt for a longer period of time.

d. Please refer to attachment "PubAdv-SCE-064-LRS Q.03d-e"
e. Please refer to attachment "PubAdv-SCE-064-LRS Q.03d-e"

PubAdv-SCE-064-LRS Staffing Levels
Training and Development
Staffing Report as of June 30, 2023

Training and Development				
OU	**Sub-work Activity**	**Budgeted HC**	**Active HC**	**Current Vacancies**
Transmission & Distribution	Employee Training Programs	**94**	**80**	**14**
Customer Service	Employee Training Programs	**21**	**21**	**0**
Human Resources	Employee Development	**9**	**6**	**3**
Human Resources	Learning Operations	**20**	**20**	**0**
Grand Total		**144**	**127**	**17**

PubAdv-SCE-064-LRS Incremental Labor from 2022 Base
Training and Development Incremental Labor from 2022 Base
(Constant $000)

OU	Sub-Activity	Position	Incremental Headcount	Average Wage Rate	Total Increase
Tranmission & Distribution	Employee Training Programs	Elec Sys/Grid & Blk Pwr Trng, Advisor	1	$125,436	$125,436
Tranmission & Distribution	Employee Training Programs	Admin - SW	1	$54,720	$54,720
Tranmission & Distribution	Employee Training Programs	Bus Ops Anlys, Spec	1	$80,352	$80,352
Tranmission & Distribution	Employee Training Programs	Bus Ops Anlys, Sr Spec	1	$101,484	$101,484
Tranmission & Distribution	Employee Training Programs	Elec Sys/Grid &Pwr Trng (JEM), Sr Spec	3	$146,136	$438,408
Tranmission & Distribution	Employee Training Programs	Elec Sys/Grid & Pwr Trng, Sr Spec	1	$125,436	$125,436
Tranmission & Distribution	Employee Training Programs	Elec Sys/Grid & Pwr Trng, Sr Spec (JEM)	7	$145,284	$1,016,988
Tranmission & Distribution	Employee Training Programs	Elec Sys/Grid Por Trng (JEM), Mgr	1	$163,200	$163,200
Tranmission & Distribution	Employee Training Programs	Elect Sys/Grid Training Sr Spec	1	$125,448	$125,448
Tranmission & Distribution	Employee Training Programs	Training Specialist 3, Training	5	$146,136	$730,680
Human Resources	Employee Development	Technical Training, Sr. Spec.	2	$111,517	$223,034
Human Resources	Learning Operations	(see PubAdv-SCE-029-LRS Q.02a)			

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 6 4 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 7/24/2023

Response Date: 8/2/2023

Question 09.a-e:
For Training and Development Labor HR – Learning Operations SCE forecasts $2.285 million in TY 2025, which is an increase of $147,522 or 7% over 2022 recorded expenses of $2.138 million. Explain in detail what specifically (additional personnel, contracts, etc.) is driving this increase from year to year. Please provide documentation that supports this increase.

a. Identify all one-time, non-recurring activities and costs from 2018-2025.
b. If the proposed test year increase is associated with additional staffing, provide documentation, created before this data request, that SCE's management relied upon to determine that additional staffing in the test year was required.
c. Provide documentation that demonstrates why SCE's current staffing level, as of June 30, 2023, is insufficient and unable to perform the activities proposed in the test year.
d. Provide the current staffing level as of June 30, 2023.
e. Provide a line-item breakdown of the calculated salary for each proposed position.

Response to Question 09.a-e:
Please refer to PubAdv-SCE-029-LRS Q.02a which explains what is driving this increase from year to year.

a. Please refer to PubAdv-SCE-064-LRS Q.01a.
b. As mentioned in PubAdv-SCE-029-LRS Q.01.a, we had an error in the classification of non-labor dollars that should have been forecasted as labor dollars in this sub activity. This will be corrected in a future errata. Please refer to SCE-06, Vol. 4, pp.1-3, 146, 155-160, and 165 in testimony, which was created prior to this data request and sponsored by the Director of Talent Solution of SCE. Also, refer to our previously provided response to your data request PubAdv-SCE-029-LRS Q.02a, which lists the incremental positions that correspond to the request in this data request.
c. Please refer to SCE-06, Vol. 04, pp. 1-3, 146, 155-160 and 165 and sheet "HR Detail Calculations" in PubAdv-SCE-029-LRS Q.02a. As explained in testimony, the primary driver for technology advancement is to enable and realize better field safety, enhance SCE's ability to safely maintain the grid, rapidly deploy up-to-date training, reduce time to competency, training time, and training-related costs, and improve operational efficiency in SCE's safety training. As we shift from e-learning to instructor-led safety and leadership education to improve experiential learning in the classroom, this will allow technical employees and leaders to develop more complex skills to perform their job confidently and safely. SCE will not have sufficient resources to support the programs necessary to perform the activities in the proposed test year at current staffing levels.

d. Please refer to PubAdv-SCE-064-LRS Q.03d-e.
e. Please refer to Sheet "HR Detail Calculations" in PubAdv-SCE-029-LRS Q.02a.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 1 4 6 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 9/1/2023

Response Date: 9/15/2023

Question 05.a-d:
Referring to Exhibit SCE-06, Vol. 4, p. 157, SCE states, "we rely on adjunct training facilitators to conduct a majority of our training rather than doing it in-house." Based on this response, please answer the following:

a. What percentage of SCE training in 2021 was done by outside training facilitators?

b. What percentage of SCE training in 2022 was done by outside training facilitators?

c. Why does SCE choose to not conduct a majority of their training in-house?

d. The Technical Training Modernization program (discussed on p. 155) is to design and modernize SCE's training curriculum. How is SCE able to accomplish this when a majority of its training is done by outside training facilitators?

Response to Question 05.a-d:

a. Referring to Exhibit SCE-06, Vol. 4, p. 157, 0% of training in 2021 was done by outside training facilitators. When we discuss adjunct trainers, we refer to SCE employees, please refer to response c below.
b. Please refer to a.
c. We conduct a majority of our training in-house. We use adjunct training facilitators who are skilled SCE employees, but whose primary role is not facilitation. They are not outside training facilitators.
d. Please refer to c.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 6 4 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis Advisor
Received Date: 7/24/2023

Response Date: 8/1/2023

Question 01.a-e:
For Training Seat Time – Transmission and Distribution Labor Transmission and Distribution SCE forecasts $31.904 million in Test Year (TY) 2025, which is an increase of $14.008 million or 78% over 2022 recorded expenses of $17.895 million. Explain in detail what specifically (additional personnel, contracts, etc.) is driving this increase from year to year. Please provide documentation that supports this increase.

a. Identify all one-time, non-recurring activities and costs from 2018-2025.
b. If the proposed test year increase is associated with additional staffing, provide documentation, created before this data request, that SCE's management relied upon to determine that additional staffing in the test year was required.
c. Provide documentation that demonstrates why SCE's current staffing level, as of June 30, 2023, is insufficient and unable to perform the activities proposed in the test year.
d. Provide the current staffing level as of June 30, 2023.
e. Provide a line-item breakdown of the calculated salary for each proposed position.

Response to Question 01.a-e:
Please refer to PubAdv-SCE-029-LRS Q.02a which explains what is driving this increase from year to year.

a. A summary of historical adjustments to remove one-time and non-recurring costs is in SCE-07 Vol. 1 workpapers, Book D Various, Summary of Ratemaking Adjustments pp. 153-166. SCE has not removed one-time and non-recurring costs for the forecast period because those expenses have not yet been recorded.
b. Training Seat Time is driven by training hours as training is required across T&D and is not based on staffing levels. Please refer to SCE-06, Vol. 4, pp. 1-3, 146, and 180-185, Workpaper SCE-06, Vol. 4, Book C, pp. 248-249, and SCE-02, Vol. 2, pp. 62-66, which was created prior to this data request and approved and sponsored by the Senior Vice President and Chief Human Resources Officer of Edison International and SCE, the Director of Talent Solutions of SCE, and the Director of Program Management of SCE.
c. Please refer to SCE-06, Vol. 04, pp. 1-3, 146, 180-185, and SCE-02, Vol. 2, Part 2, and pp.62-66 of testimony. As explained in testimony, SCE has experienced a high number of vacancies coupled with candidate shortages and increased turnover. Also refer to SCE-06, Vol. 4 pp. 45-46 regarding the tight labor markets, high level of unfilled jobs and the expectation of inflation being felt for a longer period of time. Additionally, the incremental Training Seat Time labor forecast is based on the forecasted number of training hours

multiplied by the standard hourly rate for each job classification attending training averaged by class type. The incremental training hours is related to the required hiring to meet the SRIIM, as defined in prior GRCs, to operate a safe and reliable grid while also meeting business line operational requirements for increased hiring and training hours for multi-year impacts for programs such as the three-year Apprenticeship programs.

d. These costs are associated with T&D employees completing training that is charged to seat time labor. Costs are forecasted based on training hours and not staffing levels within the organization. Please see SCE-06, Vol. 4, pp. 180-185 for more details.

e. The incremental Training Seat Time labor forecast is based on the forecasted number of training hours multiplied by the standard hourly rate for each job classification attending training averaged by class type. The incremental training hours is related to the required hiring to meet the SRIIM, as defined in prior GRCs, to operate a safe and reliable grid while also meeting business line operational requirements for increased hiring and training hours for multi-year impacts for programs such as the three-year Apprenticeship programs.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 6 4 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 7/24/2023

Response Date: 8/1/2023

Question 02.a:
For Training Seat Time – Transmission and Distribution Non-Labor Transmission and Distribution SCE forecasts $5.118 million in TY 2025, which is an increase of $1.781 million or 53% over 2022 recorded expenses of $3.337 million. Explain in detail what specifically (additional personnel, contracts, etc.) is driving this increase from year to year. Please provide documentation that supports this increase.

a. Identify all one-time, non-recurring activities and costs from 2018-2025.

Response to Question 02.a:
Please refer to PubAdv-SCE-029-LRS Q.02a. which explains what is driving this increase from year to year.

a. Please refer to PubAdv-SCE-064-LRS Q.01a

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 0 6 4 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Business Operations Analysis, Advisor
Received Date: 7/24/2023

Response Date: 8/1/2023

Question 04.a:
For Training Delivery and Development – Transmission and Distribution Non-Labor Transmission and Distribution SCE forecasts $5.318 million in TY 2025, which is an increase of $1.367 million or 35% over 2022 recorded expenses of $3.950 million. Explain in detail what specifically (additional personnel, contracts, etc.) is driving this increase from year to year. Please provide documentation that supports this increase.

a. Identify all one-time, non-recurring activities and costs from 2018-2025.

Response to Question 04.a:
Please refer to PubAdv-SCE-029-LRS Q.02a which explains what is driving this increase from year to year.

a. Please refer to PubAdv-SCE-064-LRS Q.01a.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 2 8 2 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/14/2023

Response Date: 11/29/2023

Question 01.a-d:
Referring to Exhibit SCE-06 Vol. 4 WP Bk. C, pp. 248, please answer the following:
a. Please provide tables that mimic the ones provided on pp. 248 and 249 of recorded costs for each year from 2018-2022 and 2023 (year to date) for Training Delivery and Development – T&D.
b. Please provide recorded overtime / double-time hours for Training Development and Delivery – T&D from 2018-2022 and 2023 (year to date.)
c. Why are there costs for Safety Training and Organizational Training in both Labor and Non-Labor? Describe in detail what these costs include.
d. Explain in detail why there are Safety Training and Organizational Training costs in both Training Delivery and Development – T&D and in Training Seat Time – T&D.

Response to Question 01.a-d:

a. Please refer to attachment, "PubAdv-SCE-282-LRS Q01.a.pdf" for recorded costs for each year from 2018-2022.

   SCE does not have final, adjusted recorded cost data available for 2023. SCE will provide preliminary 2023 recorded data to parties once that data is final and appropriately adjusted for accuracy, which is anticipated in March 2024. This is consistent with the September 5, 2023 Assigned Commissioner's Scoping Memo which is provided below:

   "SCE supports providing 2023 recorded data in this proceeding but requests a due date of March 11, 2024. SCE states that the 2023 data is not available until mid-February 2024 and that SCE requires some additional time to review, analyze, and adjust the data to ensure accuracy. SCE's proposed due date is reasonable and will still allow for the timely consideration of the 2023 recorded data in this proceeding. Therefore, SCE's proposed due date is adopted and incorporated into the proceeding schedule." September 5, 2023 Assigned Commissioner's Scoping Memo and Ruling at p. 9 (internal citations omitted).

   Additionally, the Safety Training initiative as outlined in testimony began in 2023 and did not have recorded costs. Similarly, the Employee Compensation Benefits are adjustments to the forecast and did not occur in the historical years. Please reference PubAdv-SCE-282-LRS 01.a for the remaining elements.

b. SCE defines "overtime/double-time hours" as premium time hours. The table below reflects recorded premium time hours for 2018-2022 and 2023 year-to-date for T&D Training Delivery.

Training Delivery - Transmission and Distribution
Recorded Premium Time Hours

Year	Hours
2018	5,147
2019	5,247
2020	3,574
2021	3,902
2022	5,053
2023 (Jan-Oct)	5,763

c. Safety Training and Organizational Training have forecasted labor and non-labor expenses similar to the other training items forecasted under these activities. Please refer to Exhibit SCE-06, Vol. 04, pp. 184-185.

d. Safety Training and Organizational Training have forecasted seat time and delivery costs similar to the other training items forecasted under these activities. Please refer to Exhibit SCE-06, Vol. 04, p. 181-182.

PubAdv-SCE-282-LRS 01.a

TRAINING DELIVERY AND SEAT TIME (COMBINED) - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS*

(2022 CONSTANT $)

**Refer to detailed breakdown and footnotes below for additional information on itemized combined activity costs*

GRC ACTIVITY	COST ELEMENT	LABOR/NON-LABOR	2018 Recorded	2019 Recorded	2020 Recorded	2021 Recorded	2022 Recorded
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$ 10,467,531.00	$ 11,337,146.00	$ 11,547,287.00	$ 11,471,115.00	$ 11,873,199.00
	ORGANIZATIONAL TRAINING LABOR	LABOR	$ -	$ 79,399.00	$ 23,993.00	$ 1,937.00	$ -
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$ 20,265,831.00	$ 20,099,891.00	$ 11,829,329.00	$ 16,175,060.00	$ 16,513,029.00
	ORGANIZATIONAL TRAINING LABOR	LABOR	$ 1,403,593.00	$ 2,686,232.00	$ 1,869,431.00	$ 1,573,557.00	$ 1,383,971.00
LABOR SUBTOTAL			***$ 32,136,955.00***	***$ 34,202,668.00***	***$ 25,270,040.00***	***$ 29,221,669.00***	***$ 29,770,199.00***
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$ -	$ 821,791.00	$ 596,460.00	$ 121,741.00	$ 2,955.00
	NON-LABOR: MATERIAL	NON-LABOR	$ 869,750.00	$ 393,642.00	$ 332,788.00	$ 356,322.00	$ 824,883.00
	NON-LABOR: CONTRACT	NON-LABOR	$ 6,050,650.00	$ 3,768,833.00	$ 2,921,219.00	$ 2,353,672.00	$ 2,280,479.00
	NON-LABOR: OTHER	NON-LABOR	$ 1,869,673.00	$ 1,835,375.00	$ 1,231,890.00	$ 958,439.00	$ 842,331.00
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	TRAINING SEAT TIME NON-LABOR	NON-LABOR	$ 3,946,234.00	$ 3,982,067.00	$ 2,298,606.00	$ 1,765,839.00	$ 2,969,510.00
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$ 1,781,845.00	$ 1,793,551.00	$ 370,742.00	$ 397,238.00	$ 367,998.00
NON-LABOR SUBTOTAL			***$ 14,518,152.00***	***$ 12,595,259.00***	***$ 7,751,705.00***	***$ 5,953,251.00***	***$ 7,288,156.00***
TOTAL			**$ 46,655,107.00**	**$ 46,797,927.00**	**$ 33,021,745.00**	**$ 35,174,920.00**	**$ 37,058,355.00**

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION

2018-2022

(2022 CONSTANT $)

COST ELEMENT	2018 Quantity [1]	2018 Average Rate [2]	2018 Recorded	2019 Quantity [1]	2019 Average Rate [2]	2019 Recorded	2020 Quantity [1]	2020 Average Rate [2]	2020 Recorded	2021 Quantity [1]	2021 Average Rate [2]	2021 Recorded	2022 Quantity [1]	2022 Average Rate [2]	2022 Recorded
LABOR	139,011	$75.30	$ 10,467,531.00	145,409	$77.97	$ 11,337,146.00	147,698	$78.18	$ 11,547,287.00	144,645	$79.31	$ 11,471,115.00	149,013	$79.68	$ 11,873,199.00
ORGANIZATIONAL TRAINING LABOR [3]			$ -			$ 79,399.00			$ 23,993.00			$ 1,937.00			$ -
LABOR SUBTOTAL			***$ 10,467,531.00***			***$ 11,416,545.00***			***$ 11,571,280.00***			***$ 11,473,052.00***			***$ 11,873,199.00***
NON-LABOR: MATERIAL	49,084	$17.72	$ 869,750.00	37,617	$10.46	$ 393,642.00	36,584	$9.10	$ 332,788.00	21,653	$16.46	$ 356,322.00	148,713	$5.55	$ 824,883.00
NON-LABOR: CONTRACT	33,743	$179.32	$ 6,050,650.00	21,786	$ 172.99	$ 3,768,833.00	11,429	$ 255.60	$ 2,921,219.00	8,154	$ 288.65	$ 2,353,672.00	11,521	$ 197.94	$ 2,280,479.00
NON-LABOR: OTHER	4,887	$382.58	$ 1,869,673.00	5,734	$ 320.09	$ 1,835,375.00	5,104	$ 241.36	$ 1,231,890.00	2,946	$ 325.34	$ 958,439.00	76	$ 11,083.30	$ 842,331.00
ORGANIZATIONAL TRAINING NON-LABOR [3]			$ -			$ 821,791.00			$ 596,460.00			$ 121,741.00			$ 2,955.00
NON-LABOR SUBTOTAL			***$ 8,790,073.00***			***$ 6,819,641.00***			***$ 5,082,357.00***			***$ 3,790,174.00***			***$ 3,950,648.00***
TOTAL	**226,725**	**$ 84.94**	**$ 19,257,604.00**	**210,546**	**$ 86.61**	**$ 18,236,186.00**	**200,815**	**$ 82.93**	**$ 16,653,637.00**	**177,398**	**$ 86.04**	**$ 15,263,226.00**	**309,323**	**$ 51.16**	**$ 15,823,847.00**

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION

2018-2022

(2022 CONSTANT $)

COST ELEMENT	2018 Quantity [4]	2018 Average Rate [5]	2018 Recorded	2019 Quantity [4]	2019 Average Rate [5]	2019 Recorded	2020 Quantity [4]	2020 Average Rate [5]	2020 Recorded	2021 Quantity [4]	2021 Average Rate [5]	2021 Recorded	2022 Quantity [4]	2022 Average Rate [5]	2022 Recorded
LABOR	246,912	$82.08	$ 20,265,831.00	248,405	$80.92	$ 20,099,891.00	164,197	$72.04	$ 11,829,329.00	267,110	$60.56	$ 16,175,060.00	289,828	$56.98	$ 16,513,029.00
ORGANIZATIONAL TRAINING LABOR [3]			$ 1,403,593.00			$ 2,686,232.00			$ 1,869,431.00			$ 1,573,557.00			$ 1,383,971.00
LABOR SUBTOTAL			***$ 21,669,424.00***			***$ 22,786,123.00***			***$ 13,698,760.00***			***$ 17,748,617.00***			***$ 17,897,000.00***
NON-LABOR [6]	20,265,831	19%	$ 3,946,234.00	20,099,891	20%	$ 3,982,067.00	11,829,329	19%	$ 2,298,606.00	16,175,060	11%	$ 1,765,839.00	16,513,029	18%	$ 2,969,510.00
ORGANIZATIONAL TRAINING NON-LABOR [3]			$ 1,781,845.00			$ 1,793,551.00			$ 370,742.00			$ 397,238.00			$ 367,998.00
NON-LABOR SUBTOTAL			***$ 5,728,079.00***			***$ 5,775,618.00***			***$ 2,669,348.00***			***$ 2,163,077.00***			***$ 3,337,508.00***
TOTAL			**$ 27,397,503.00**			**$ 28,561,741.00**			**$ 16,368,108.00**			**$ 19,911,694.00**			**$ 21,234,508.00**

PubAdv-SCE-282-LRS 01.a

FOOTNOTES

1. Unit quantity type varies depending on activity and item. Labor costs are based on personnel hours. Materials include volume of materials and facility supplies. Contract expenses include goods/services provided by vendor delivery and certification expenses. Other expenses include monthly or occurrence-based volume of lodging, catering, employee expenses or facility fees (i.e., janitorial, city fees, DMV renewal)

2. Average rate type varies depending on the activity. The historical labor rate is a simple average of recorded delivery hours to total costs recorded. It is not reflective of an actual labor rate, which varies by each individual course and each individual employee that has facilitated training delivery. Materials are a simple average against total cost and are not reflective of actual rates charged, which are specific to various items such as cost of materials, monthly expenses, or equipment rental and repair. Contract rates are a simple average against total cost and the individual agreed upon between SCE and the supplier for the various goods/services provided. Other rates are a simple average against total cost and vary by individual course and individual employee expenses such as lodging, travel and meals.

3. Organizational training dollars are associated within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum.

4. Seat Time labor quantities are student learning hours as a function of the course duration (i.e., A single 8- hour course with 10 students will have total seat time cost of 80 hours of training). Non-Labor quantity is the non-labor costs charged to attend core technical T&D Training courses such as mileage, lodging, and travel.

5. The historical labor rate is a simple average of recorded training completion hours to total costs recorded. It is not reflective of an actual labor rate, which varies by each individual course and each individual employee that has attended training.

6. The historical non-labor rate varies by each individual course and student non-labor expenses aggregated at the total level as a function of total labor recorded.

WP SCE-06, Vol. 4 - TRAINING DELIVERY AND SEAT TIME (COMBINED) - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS*

(2022 CONSTANT $)

**Refer to detailed breakdown and footnotes below for additional information on itemized combined activity costs*

GRC ACTIVITY	COST ELEMENT	LABOR/NON-LABOR		2025 FORECAST (2022 CONSTANT $)
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$	16,401,626
	SAFETY TRAINING LABOR	LABOR	$	521,724
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	639,962
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	306,786
	LABOR	LABOR	$	26,892,196
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	SAFETY TRAINING LABOR	LABOR	$	2,678,046
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	688,316
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	1,649,270
LABOR SUBTOTAL			***$***	***49,777,926***
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	EMPLOYEE COMPENSATION BENEFITS NON-LABOR	NON-LABOR	$	28,968
	SAFETY TRAINING NON-LABOR	NON-LABOR	$	376,634
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	71,131
	NON-LABOR: MATERIAL	NON-LABOR	$	1,248,427
	NON-LABOR: CONTRACT	NON-LABOR	$	2,540,720
	NON-LABOR: OTHER	NON-LABOR	$	1,052,662
	TRAINING SEAT TIME NON-LABOR	NON-LABOR	$	4,645,126
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	538,294
	EMPLOYEE LED EFFICIENCY SAVINGS	NON-LABOR	$	(68,130)
NON-LABOR SUBTOTAL			***$***	***10,433,823***
TOTAL			**$**	**60,211,759**

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY [1]	AVERAGE RATE [2]	2025 FORECAST (2022 CONSTANT $)
LABOR	270,867	$60.60	$ 16,401,626
SAFETY TRAINING DELIVERY LABOR [3]			$ 521,724
EMPLOYEE COMPENSATION BENEFITS [4]			$ 639,962
ORGANIZATIONAL TRAINING LABOR [5]			$ 306,786
LABOR SUBTOTAL			***$ 17,870,098***
NON-LABOR: MATERIAL	565	$2,209.61	$ 1,248,427
NON-LABOR: CONTRACT	13,742	$184.89	$ 2,540,720
NON-LABOR: OTHER	321	$3,279.32	$ 1,052,662
SAFETY TRAINING DELIVERY NON-LABOR [3]			$ 376,634
EMPLOYEE COMPENSATION BENEFITS NON-LABOR [4]			$ 28,968
ORGANIZATIONAL TRAINING NON-LABOR [5]			$ 71,131
NON-LABOR SUBTOTAL			***$ 5,318,542***
TOTAL	**285,295**	**$ 79.95**	**$ 23,188,640**

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY [1]	AVERAGE RATE [2]	2025 FORECAST (2022 CONSTANT $)
LABOR	472,741	$ 56.89	$ 26,892,196
SAFETY TRAINING SEAT TIME LABOR [4]	51,098	$ 52.41	$ 2,678,046
EMPLOYEE COMPENSATION BENEFITS [4]			$ 888,316
ORGANIZATIONAL TRAINING LABOR [5]			$ 1,649,270
LABOR SUBTOTAL			***$ 31,907,828***
NON-LABOR [6]	26,892,196	17%	$ 4,645,126
ORGANIZATIONAL TRAINING NON-LABOR [5]			$ 538,294
EMPLOYEE LED EFFICIENCY SAVINGS [7]			$ (68,130)
NON-LABOR SUBTOTAL			***$ 5,115,290***
TOTAL			**$ 37,023,119**

FOOTNOTES

1. Unit type varies depending on activity and item. Labor costs are based on personnel hours. Materials include volume of materials and facility supplies either monthly or by course. Contract expenses include hours and facilitation fees for vendor delivery and certification expenses. Other expenses include monthly or occurrence-based volume of lodging, catering, employee expenses or facility fees (i.e., janitorial, city fees, DMV renewal)
2. Average rate type varies depending on the activity and item. Labor average rates utilize standard labor rates. Materials utilize rates specific to various items such as cost of materials, monthly expenses, or equipment rental and repair. Contract rates are agreed upon between SCE and the supplier. Other rates utilize anticipated monthly costs of employee expenses, lodging, travel and catering.
3. The 2025 forecast includes a $3.5M total combined forecast as part of the increased training demand resulting from Safety and Resiliency initiatives. Refer to SCE-06, Vol. 06, and Part III, Safety Programs
4. The forecast includes a $1.4M total combined increase for both activities (Training Delivery-Transmission and Distribution and Training Seat Time – Transmission and Distribution) in 2025 attributable to reflect certain changes made to SCE's employee compensation program. Please refer to SCE-06, Vol. 04, Employee Benefits & Programs.
5. The 2025 GRC forecast includes $2.6M organizational training dollars within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum.
6. T&D Training utilizes total Seat Time hours to forecast total Seat Time expenses. Seat Time hours are total student learning hours as a function of the course duration (i.e., A single 8- hour course with 10 students will have total seat time cost of 80 hours of training). Non-Labor quantity is the forecasted Seat Time Labor cost for planned core technical T&D Training courses.
7. T&D Training utilizes the midpoint market reference standard labor rates for the job classifications expected to attend specific training courses to estimate total cost.
8. The average non-labor rate is a percentage as a function of total seat time labor forecasted cost by class type and expected class needs for non-labor expenses such as travel, lodging, catering, and other expenses associated with employees attending training.
9. Included in the test year forecast are employee led efficiency savings of $0.068 million related to reduced premium time training. Please refer to SCE-06, Volume 3 for additional details.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 2 8 2 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/14/2023

Response Date: 11/29/2023

Question 02.a-g:
Referring to Exhibit SCE-06 Vol. 4 WP Bk. C, pp. 249, please answer the following:
a. SCE is forecasting 472,741 hours of seat time for Test Year (TY) 2025. In 2022 SCE recorded 290,000 hours of seat time, which was the most seat time recorded from 2018-2022. What methodology did SCE use to forecast seat time hours for TY 2025?
b. Please provide tables that mimic the ones provided on pp. 248 and 249 of recorded costs for each year from 2018-2022 and for 2023 (year to date) for Training Seat Time – T&D.
c. Why are there 51,098 hours forecasted for Safety Training Seat Time Labor? How does this differ from forecasted hours for seat time?
d. Why is there Organizational Training labor booked under Training Seat Time – T&D?
e. Please provide a line-item breakdown of the forecast for Training Delivery and Development – T&D Non-Labor: Material for 2025.
f. Please provide a line-item breakdown of the forecast for Training Delivery and Development – T&D Non-Labor: Contract for 2025.
g. Please provide a line-item breakdown of the forecast for Training Delivery and Development – T&D Non-Labor: Other for 2025.

Response to Question 02.a-g:

a. Please refer to Exhibit SCE-06, Vol. 04, pp. 180-185.

b. Please refer to response PubAdv-SCE-282-LRS Q.01a.

c. Safety Training Seat Time Labor is forecasted for training specifically focused on overarching safety initiatives. Please refer to Exhibit SCE-06, Vol. 04, p. 182:27, Footnote 275 and please refer to Exhibit SCE-06, Vol. 06, Part III, Safety Programs.

d. Please refer to responses PubAdv-SCE-282-LRS Q.01c and PubAdv-SCE-282-LRS Q.01d.

e. Please refer to attachment, "PubAdv-SCE-282-LRS Q.02e.pdf."

f. Please refer to response PubAdv-SCE-282-LRS Q.02e.

g. Please refer to response PubAdv-SCE-282-LRS Q.02e.

PubAdv-SCE-282-LRS 02.e

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (MATERIAL)

DELIVERY TYPE	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
MATERIAL TOTAL	**565**	**$2,209.61**	**$1,248,427.16**
COMPLIANCE AND SAFETY	312	$273.71	$85,398.95
DISTRIBUTION	58	$6,241.88	$362,028.88
FIELD ACCOUNTING ORGANIZATION	12	$44.84	$538.12
GRID OPERATIONS	22	$7,920.32	$174,246.99
INTEGRATED SOLUTIONS	36	$320.31	$11,531.05
METERING FIELD OPERATIONS	25	$1,390.13	$34,753.31
SERVICE PLANNING	12	$1,153.11	$13,837.26
SUBSTATION TRAINING	12	$429.21	$5,150.54
TRANSMISSION & SUBSTATIONS	76	$7,380.82	$560,942.07

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (CONTRACT)

DELIVERY TYPE	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
CONTRACT TOTAL	**13,742**	**$ 184.89**	**$2,540,720.13**
COMPLIANCE AND SAFETY	7,003	$144.78	$1,013,891.76
DISTRIBUTION	1,547	$186.16	$287,991.77
DRIVE AND CRANE	19	$8,510.16	$161,693.09
GRID OPERATIONS	1	$32,032.39	$32,032.39
TRANSMISSION & SUBSTATIONS	5,172	$202.07	$1,045,111.12

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (OTHER)

ITEM	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
OTHER TOTAL	**321**	**$ 3,279.32**	**$1,052,661.98**
COMPLIANCE AND SAFETY	17	$448.43	$7,623.32
DISTRIBUTION	27	$12,054.65	$325,475.45
DRIVE AND CRANE	38	$1,281.23	$48,686.66
FIELD ACCOUNTING ORGANIZATION	12	$666.24	$7,994.86
GRID OPERATIONS	16	$5,326.70	$85,227.28
INTEGRATED SOLUTIONS	63	$932.25	$58,731.49
METERING FIELD OPERATIONS	16	$1,769.70	$28,315.14
MOBILE TRAINING	12	$7,687.37	$92,248.41
POWERLINE TRADES	36	$1,682.68	$60,576.45
SERVICE PLANNING	12	$3,843.68	$46,124.20
SUBSTATION TRAINING	12	$4,292.11	$51,505.36
TRANSMISSION & SUBSTATIONS	60	$4,002.56	$240,153.36

WP SCE-06, Vol. 4 - TRAINING DELIVERY AND SEAT TIME (COMBINED) - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS*

(2022 CONSTANT $)

**Refer to detailed breakdown and footnotes below for additional information on itemized combined activity costs*

GRC ACTIVITY	COST ELEMENT	LABOR/NON-LABOR		2025 FORECAST (2022 CONSTANT $)
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$	16,401,626
	SAFETY TRAINING LABOR	LABOR	$	521,724
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	639,962
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	306,786
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$	26,892,196
	SAFETY TRAINING LABOR	LABOR	$	2,678,046
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	688,316
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	1,649,270
LABOR SUBTOTAL			**$**	***49,777,926***
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	EMPLOYEE COMPENSATION BENEFITS NON-LABOR	NON-LABOR	$	28,968
	SAFETY TRAINING NON-LABOR	NON-LABOR	$	376,634
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	71,131
	NON-LABOR: MATERIAL	NON-LABOR	$	1,248,427
	NON-LABOR: CONTRACT	NON-LABOR	$	2,540,720
	NON-LABOR: OTHER	NON-LABOR	$	1,052,662
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	TRAINING SEAT TIME NON-LABOR	NON-LABOR	$	4,645,126
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	538,294
	EMPLOYEE LED EFFICIENCY SAVINGS	NON-LABOR	$	(68,130)
NON-LABOR SUBTOTAL			**$**	***10,433,882***
TOTAL			**$**	**60,211,759**

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY [1]	AVERAGE RATE [2]	2025 FORECAST (2022 CONSTANT $)
LABOR	270,867	$60.60	$ 16,401,626
SAFETY TRAINING DELIVERY LABOR [3]			$ 521,724
EMPLOYEE COMPENSATION BENEFITS [4]			$ 639,962
ORGANIZATIONAL TRAINING LABOR [5]			$ 306,786
LABOR SUBTOTAL			**$** ***17,870,098***
NON-LABOR: MATERIAL	565	$2,209.61	$ 1,248,427
NON-LABOR: CONTRACT	13,742	$184.89	$ 2,540,720
NON-LABOR: OTHER	321	$3,279.32	$ 1,052,662
SAFETY TRAINING DELIVERY NON-LABOR [3]			$ 376,634
EMPLOYEE COMPENSATION BENEFITS NON-LABOR [4]			$ 28,968
ORGANIZATIONAL TRAINING NON-LABOR [5]			$ 71,131
NON-LABOR SUBTOTAL			**$** ***5,318,542***
TOTAL	**285,295**	**79.95**	**$ 23,188,640**

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY [1]	AVERAGE RATE [2]	2025 FORECAST (2022 CONSTANT $)
LABOR	472,741	$ 56.89	$ 26,892,196
SAFETY TRAINING SEAT TIME LABOR [4]	51,098	$ 52.41	$ 2,678,046
EMPLOYEE COMPENSATION BENEFITS [4]			$ 888,316
ORGANIZATIONAL TRAINING LABOR [5]			$ 1,649,270
LABOR SUBTOTAL			***$ 31,907,828***
NON-LABOR [6]	26,892,196	17%	$ 4,645,126
ORGANIZATIONAL TRAINING NON-LABOR [5]			$ 538,294
EMPLOYEE LED EFFICIENCY SAVINGS [7]			$ (68,130)
NON-LABOR SUBTOTAL			***$ 5,115,290***
TOTAL			**$ 37,023,119**

FOOTNOTES

1. Unit type varies depending on activity and item. Labor costs are based on personnel hours. Materials include volume of materials and facility supplies either monthly or by course. Contract expenses include hours and facilitation fees for vendor delivery and certification expenses. Other expenses include monthly or occurrence-based volume of lodging, catering, employee expenses or facility fees (i.e., janitorial, city fees, DMV renewal)
2. Average rate type varies depending on the activity and item. Labor average rates utilize standard labor rates. Materials utilize rates specific to various items such as cost of materials, monthly expenses, or equipment rental and repair. Contract rates are agreed upon between SCE and the supplier. Other rates utilize anticipated monthly costs of employee expenses, lodging, travel and catering.
3. The 2025 forecast includes a $3.5M total combined forecast as part of the increased training demand resulting from Safety and Resiliency initiatives. Refer to SCE-06, Vol. 06, and Part III, Safety Programs
4. The forecast includes a $1.4M total combined increase for both activities (Training Delivery-Transmission and Distribution and Training Seat Time – Transmission and Distribution) in 2025 attributable to reflect certain changes made to SCE's employee compensation program. Please refer to SCE-06, Vol. 04, Employee Benefits & Programs.
5. The 2025 GRC forecast includes $2.6M organizational training dollars within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum.
6. T&D Training utilizes total Seat Time hours to forecast total Seat Time expenses. Seat Time hours are total student learning hours as a function of the course duration (i.e., A single 8- hour course with 10 students will have total seat time cost of 80 hours of training). Non-Labor quantity is the forecasted Seat Time Labor cost for planned core technical T&D Training courses.
7. T&D Training utilizes the midpoint market reference standard labor rates for the job classifications expected to attend specific training courses to estimate total cost.
8. The average non-labor rate is a percentage as a function of total seat time labor forecasted cost by class type and expected class needs for non-labor expenses such as travel, lodging, catering, and other expenses associated with employees attending training.
9. Included in the test year forecast are employee led efficiency savings of $0.068 million related to reduced premium time training. Please refer to SCE-06, Volume 3 for additional details.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 3 5 0 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 12/27/2023

Response Date: 1/11/2024

Question 01.a-k:
Referring to SCE's spreadsheet "PubAdv-SCE-029-Q.02.a revised.xlsx," issued in response to data request PubAdv-SCE-042-LRS:

a. Please provide an excel sheet showing all vacancies in Training and Development – Human Resources for 2022 and 2023. This should include job titles, job descriptions, and annual base pay for each position separated by departments.

b. How has SCE quantified that 50.25 additional positions are needed for Test Year 2025?

c. Line item 17 has one employee booked, while line item 18 has 2.5 employees booked, however both cells have the same scope of work and job title. Why are there two separate line items for one job?

d. Line item 19 has one employee booked, while line item 20 has 2.5 employees booked, however both cells have the same scope of work and job title. Why are there two separate line items for one job?

e. Line item 21 has one employee booked, while line item 22 has 1.5 employees booked, however both cells have the same scope of work and job title. Why are there two separate line items for one job?

f. Line item 23 has one employee booked, while line item 24 has 1.5 employees booked, however both cells have the same scope of work and job title. Why are there two separate line items for one job?

g. Line item 26 has 2.5 employees booked, while line item 27 has 2.5 employees booked, however both cells have the same scope of work and job title. Why are there two separate line items for one job?

h. Line item 28 has one employee booked, while line item 29 has 1.25 employees booked, however both cells have the same scope of work and job title. Why are there two separate line items for one job?

i. Provide the documentation SCE used to determine that current staffing levels are insufficient and unable to perform the activities proposed in the test year?

j. How many staff does SCE currently have in Training and Development HR and what are the recorded costs for 2023 (year to date if full year is not available)? How much of these costs are attributable to unplanned overtime?

k. How has SCE been able to accomplish the work in Training and Development currently without these new positions and with unfilled vacancies? Have there been any violations, fines, penalties, or work deferred due to the vacant positions?

Response to Question 01.a-k:

a. Vacancies fluctuate throughout the year which is why SCE forecasts by labor dollars and not full-time employees. This question does not indicate a specific date for vacancies in 2022

and 2023. Please refer to attachment, "PubAdv-SCE-350-LRS Q01.a.xlsx" for vacancies in Training and Development – Human Resources as of December 31, 2022 and as of December 31, 2023.

b. Please refer to PubAdv-SCE-029-LRS Q.02 and its attachment "PubAdv-SCE-029-LRS Q02.a revised.xlsx" and SCE-06, Vol. 4, pp. 165-167.
c. The line items are in two different cells, but with the same scope of work and job title because the resources are either allocated to specific Operating Unit(s) (OU) or support groups (i.e. Enterprise or Craft) or workstreams (i.e. Systems Training or Learning Technology).
d. Please see response to PubAdv-SCE-350-LRS Q01.c.
e. Please see response to PubAdv-SCE-350-LRS Q01.c.
f. Please see response to PubAdv-SCE-350-LRS Q01.c.
g. Please see response to PubAdv-SCE-350-LRS Q01.c.
h. Please see response to PubAdv-SCE-350-LRS Q01.c.
i. SCE's 2025 GRC forecast, as prepared during the early part of 2023 and filed in May of 2023, reflects an increase in anticipated labor needs in 2025 (not in 2023), as compared to 2022, to support increased workload expected in 2025. However, as with all forward-looking forecasts like this, the specific timing and number of positions filled may be impacted by various factors over the next few years such as emergent business needs, increased or changed regulatory requirements or legislative directives, or changes in operational circumstances or needs that were not reasonably anticipated or known at the time that SCE developed its 2025 GRC forecasts for direct testimony.
j. SCE currently has 47 employees in Training and Development HR as of 11/29/2023.

   SCE does not have final, adjusted recorded cost data available for 2023. SCE will provide preliminary 2023 recorded data to parties by March 12, 2024, once that data is final and appropriately adjusted for accuracy. This is consistent with the September 5, 2023 Assigned Commissioner's Scoping Memo.
k. SCE had 3-5 vacant positions in HR Training and Development in 2022 and in 2023. Work was delayed or not accomplished within the time planned or non-labor resources were used to support when there was attrition. There have been no relevant violations, fines, or penalties.
   The new positions are for 2025. Please refer to SCE-06, Vol. 4, pp. 165-167.

PubAdv-SCE-350-LRS Q01.a

Training and Development - HR Vacancies
Vacancies as of December 31 for each identified year

2022				
Job Title	**Vacancy Count**	**Department**	**2022 MRP**	**Job Description**
Tech Training, Sr Specialist	2	Leadership & Talent Dev Program Mgmt	$ 106,900	•Lead the development of learning programs using proven ID models, practices and methodologies •Lead the development of assigned e-learning activities including interactive modules or full online courses composed of modules, live or on-demand webinars or podcasts, case-based series, slides sets and reference guides, simulation modules, self-study modules, games, apps and other tools. •Create intellectually challenging and personally engaging learning and development experiences that integrate multiple delivery channels, including but not limited to instructor-led, experiential, and online (self-paced and live).
Learning Operations, Associate Specialist	1	Operations	$ 67,500	•Update and maintain learning management tasks (e.g., items, classes, curriculums, programs, registrations, completions) in SuccessFactors Learning (learning management system). •Support the implementation and assignments of mandatory corporate compliance training across the enterprise. •Analyze and clean large amounts of training and operational data for various training projects. •Create ad hoc training reports. •Implement process improvements to increase productivity. Maintain team SharePoint sites. •Process invoices and create/update purchase order agreements.
Tech Training, Advisor	1	Technical Learning & Development Team	$ 120,100	•Support development of deployment activities including training and workshops with SCE and 3rd party stakeholders. Work closely with the Process Team, Business SMEs and Change Process Leads to understand business processes (as-is and to-be) and requirements. Conduct other research and SME outreach as necessary to fully understand training needs and requirements. •Lead training material development to support all training efforts throughout test, deploy, and stabilize phases. Leverage instructional design principles to construct forward-thinking, engaging, simple, and usable learning materials. Lead training exercises including train-the-trainer, project team training and development, 3rd party training, SME training and other identified stakeholders. •Consult with technical resources for methods, procedures, and standards to use during deployment phase. Develop industry knowledge and current best practices to develop and deliver the most up-to-date training materials and methodology. •Identify, clarify, and resolve issues and risks concerning all training and development activities and escalating issues as needed. •Document and communicate the status of training development, planning and other tasks. •Develop success measures and criteria to ensure that all milestones and objectives are being met by trainees. Monitor and provide quality assurance and reporting around all training workshops and activities. •Perform other duties and responsibilities as assigned.

2023				
Job Title	**Vacancy Count**	**Department**	**2023 MRP**	**Job Description**
Tech Training, Sr Specialist	3	Leadership & Talent Dev Program Mgmt	$ 128,500	•Lead the development of learning programs using proven ID models, practices and methodologies •Lead the development of assigned e-learning activities including interactive modules or full online courses composed of modules, live or on-demand webinars or podcasts, case-based series, slides sets and reference guides, simulation modules, self-study modules, games, apps and other tools. •Create intellectually challenging and personally engaging learning and development experiences that integrate multiple delivery channels, including but not limited to instructor-led, experiential, and online (self-paced and live).

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 3 5 0 - L R S

To: Public Advocates Office
Prepared by: Kyle O Schwob
Job Title: Senior Advisor
Received Date: 12/27/2023

Response Date: 1/11/2024

Question 04.a-c:
In SCE's response to PubAdv-SCE-064 Q01, it is mentioned that "Training Seat Time is driven by training hours as training is required across T&D and is not based on staffing levels." Additionally, "the incremental Training Seat Time labor forecast is based on the forecasted number of training hours multiplied by the standard hourly rate for each job classification attending training averaged by class type."

a. What happens when employees do not complete training?

b. Provide updated monthly records of seat-time for all of 2023.

c. Provide the formulas and any other supporting documentation SCE used to calculate the forecasted number of training hours for 2025.

Response to Question 04.a-c:

a. It is not clear what Cal Advocates means by the term "when employees do not complete training." That term could be narrowly defined as student labor hours spent outside of training. Student labor hours spent outside of training are not recorded under T&D Training Seat Time. Construed more broadly, if an employee does not complete training as originally required and the employee does not complete the required training at a later point in time, there may be implications including, but not limited to: risk of serious injury or fatality to the employee and/or the public due to insufficient knowledge of technical craft work procedures, failure to meet compliance requirements resulting in regulatory penalties, violations, and/or fines, insufficient workforce to handle planned work that the employee is not qualified to perform, and/or potential employee performance consequences up to and including termination.

b. Below are the current monthly recorded seat time hours for January through December 2023. For the purpose of this data request response, "records of seat-time for all of 2023" indicates the student hours spent in training.

Training Seat Time - Transmission & Distribution	
Recorded Seat Time Hours 2023	
Jan	17,251
Feb	32,699
Mar	48,596
Apr	35,938
May	28,020
Jun	34,483
Jul	30,822
Aug	34,017
Sep	34,379
Oct	43,270
Nov	30,759
Dec	21,667
Total	**391,899**

c. SCE forecasts future T&D training volume for Seat Time and Delivery utilizing a bottoms-up approach only for the upcoming year, here 2023 at the time of the development of the forecast for Seat Time and Delivery. Based on training demand identified in 2023, SCE used a conservative approach and assumed a consistent forecast for 2025, meaning the forecast anticipated that future training demand will remain the same (but could still be higher) to align with long-term company objectives and regulatory requirements, as explained in testimony.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 3 5 0 - L R S

To: Public Advocates Office
Prepared by: Kyle O Schwob
Job Title: Senior Advisor
Received Date: 12/27/2023

Response Date: 1/11/2024

Question 07.a-d:
Referring to SCE's response to PubAdv-SCE-029-LRS Q02.a revised, Line 29, "T&D trainers will provide the training on behalf of SS&BR, but SS&BR will fund the training."

a. Why is there $521,724 in Safety Training Labor forecasted in Training Delivery and Development T&D?

b. Why is there $2.678 million in Safety Training Labor forecasted in Training Seat Time – T&D?

c. Why is there $376,634 in Safety Training Non-Labor forecasted in Training Delivery and Development – T&D?

d. These Safety Training line items are new additions in this GRC cycle. Provide documentation that clearly supports why SCE needs this new GRC activity.

Response to Question 07.a-d:
The non-labor cost savings initiative in SS&BR and the costs for T&D Training and Development are two different activities. The cost savings related to SS&BR are for the Safety Predictive Model. Please refer to SCE-06 Vol.6 p. 39 line 9-14.

a. Please refer to the response, PubAdv-SCE-282-LRS, Q01.c-d.
b. Please refer to the response, PubAdv-SCE-282-LRS, Q01.c.
c. Please refer to the response, PubAdv-SCE-350-LRS, Q01.a.
d. Please refer to the response, PubAdv-SCE-350-LRS, Q01.b.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/22/2024

Response Date: 2/2/2024

Question 04.a Supplemental:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.
Re. pp. 180 (starting at line 16) – 181, SCE states, "SCE utilizes a bottoms up itemized forecast methodology for … Training Delivery and Development – Transmission & Distribution and Training Seat Time – Transmission & Distribution, based on the volume of expected training hours to be delivered and standard labor rates averaged by class type for the employee job classifications planned to attend training and/or staff and personnel associated with delivering and operating training programs."

a. Please provide a copy of the Excel-formatted file that presents this "bottoms up" analysis for both of the referenced activities. Please ensure that the file has working cells/intact equations and identifies and justifies assumptions made.

Response to Question 04.a Supplemental:
a. Please see the attached file "TURN-SCE-008-Q04.a.Supplemental.xlsx".

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION
2025 FORECAST ANALYSIS [1]

Class/Program Name	Average Training Duration [2]	Seat Time Occurrences [3]	Total Forecasted Training Hours [4]
Compliance and Safety			68,164
Distribution			110,518
Drive and Crane			5,800
Field Accounting Organization			9,028
Grid Operations			48,568
Metering Field Operations			13,428
Service Planning			91,788
Technical Compliance			48,906
Transmission & Substations			76,541
Grand Total			472,740.5

Footnotes

[1] TURN has requested the details of the development of the expected training hours to be delivered in 2025 by class type which refers only to the Training Seat Time - Transmission and Distribution GRC Activity. Please also reference SCE Exhibit 06, Vol.04, pp. 180-185 which explains the process of forecasting 2025 training volume utilizing 2023 as the basis of the forecast.

[2] Average training duration cannot be aggregated to a single sum and multiplied by the total number of seat time occurrences to reach the actual total of forecasted training hours. The training assignments vary by each seat time occurrence and are not distributed equally among learners. To reach the actual total forecasted training hours, each individual class/program must first be calculated and then the totals may be aggregated by each class type and overall total once the individual, itemized, calculations are complete.

[3] Refer to footnote 2 as the same mathematical logic applies for seat time occurrences. In addition, seat time occurrences are not unique employees/students but the number of times an employee would charge this GRC activity in a variety of durations corresponding to the training they are assigned. SCE's T&D Training organization does not track individual unique student volume and only tracks the volume of planned/recorded occurrences that would charge to the Training Seat Time GRC activity. This GRC activity is forecasted by calculating training hours determined by the number of occurrences planned/recorded for each duration of each class within the Training Seat Time activity, regardless of the number of unique employees attending training. Employee count and seat time occurrences should not be used as a comparison to the variances in the volume of training as different employees are assigned different durations of training, which is why SCE utilizes training hours to depict variances in training volume. For hypothetical example, 10 employees may complete a single training for a 1 hour duration each, totaling 10 training hours. Two employees may complete a different training that is a duration of 40 hours each, totaling 80 training hours. The total combined training hours recorded would be 90 training hours based upon 12 seat time occurrences, regardless of whether or not there are 10, or 12, unique employees completing training.

[4] Total forecasted training hours are the aggregated sum of each individual class/program after being individually calculated which then depicts the total forecasted training hours expected.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/17/2023

Question 01.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. WPSCE06V04BkC, p. 195:

a. Please identify the 2023 recorded expense (in 2022$) for each of (i) Labor and (ii) Non-Labor Employee Training cost, YTD.
b. Please identify the 2023 recorded-adjusted expense (in 2022$) for each of (i) Labor and (ii) Non-Labor Employee Training cost, YTD.

Response to Question 01.a-b:

a. SCE does not have final, adjusted recorded cost data available for 2023. SCE will provide preliminary 2023 recorded data to parties by March 12, 2024, once that data is final and appropriately adjusted for accuracy. This is consistent with the September 5, 2023 Assigned Commissioner's Scoping Memo which is provided below:

   "SCE supports providing 2023 recorded data in this proceeding but requests a due date of March 11, 2024. SCE states that the 2023 data is not available until mid-February 2024 and that SCE requires some additional time to review, analyze, and adjust the data to ensure accuracy. SCE's proposed due date is reasonable and will still allow for the timely consideration of the 2023 recorded data in this proceeding. Therefore, SCE's proposed due date is adopted and incorporated into the proceeding schedule." September 5, 2023 Assigned Commissioner's Scoping Memo and Ruling at p. 9 (internal citations omitted).

b. Please see a.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/21/2023

Question 02.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. WPSCE06V04BkC, p. 249:

a. Please provide an Excel-formatted workpaper (with working cells/intact equations shows the calculation of the 17% rate for calculating the non-labor forecast.
b. Please provide a narrative explanation of the basis for the 17% rate for calculating the non-labor forecast.

Response to Question 02.a-b:

a. Please see response to TURN-SCE-008-Q04.a.

b. The 17% rate is based on total forecasted Seat Time non-labor expenses as a function of total forecasted Seat Time labor expenses in addition to utilizing historical trends in the 3-year recorded average and median of the percentage of total non-labor expenses as a function of total labor expenses for this GRC activity.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/21/2023

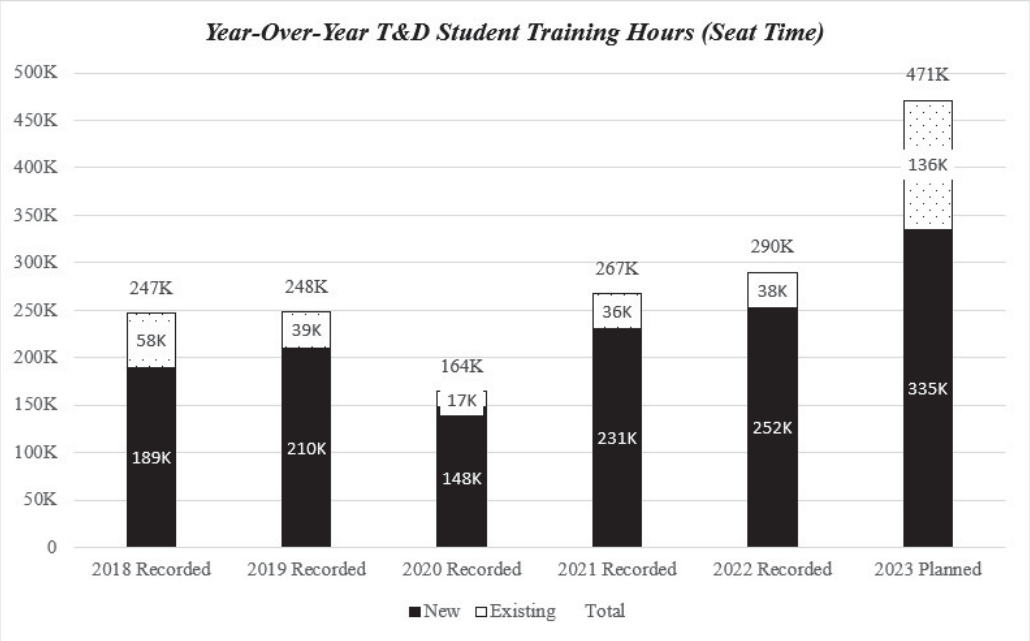
Question 03.a-h:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. p. 180:Figure IV-37:

a. Please disaggregate the training annual volumes into new-hire counts and non-new-hire counts for each year, 2018-2023.
b. Re. the testimony at p. 179:24-27 in addition to the referenced figure, please disaggregate the non-new-hire counts that are identified in Subpart a into counts that are (i) on-schedule, (ii) make-up session for sessions missed in 2020, and (iii) make-up sessions for prior deferrals for each year, 2018-2023.
c. How many training sessions were (i) cancelled and (ii) deferred in 2020?
d. How many training sessions that were first-time seatings were (i) cancelled and (ii) deferred in 2021 and not completed at a later time in 2021?
e. By the end of 2022 how many (i) cancelled and (ii) deferred training counts remained unexecuted?
f. By the end of 2022 how many of the (i) cancelled and (ii) deferred training counts are counts that SCE still intends to seat in 2023 or beyond?
g. Please identify the recorded number training-session count in 2023, year to date.
h. Why does SCE assume that the expected training volume in 2023 will be the training volume in 2025?

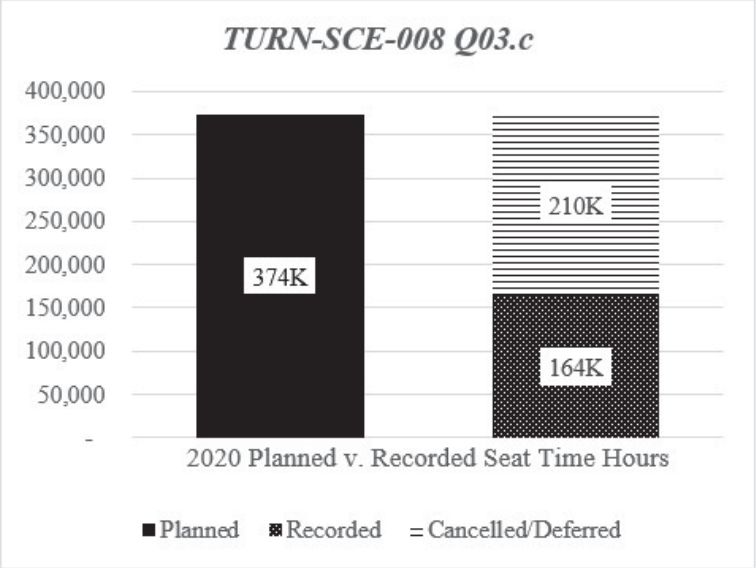
Response to Question 03.a-h:

a. SCE defines new-hire training volume as employees attending training that are new-to-role and/or new to the company. Non-new hire training volume is identified as training hours for existing employees that are not new to role.

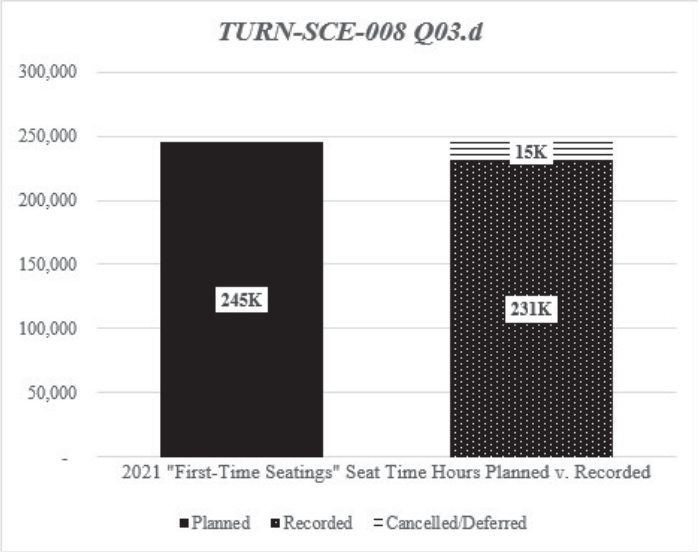


b. Training schedules are planned and delivered on a going-forward basis and class data is not tracked, or reported, based on delivery status. If a class is on schedule, it is reported through recorded training hours. If a class is cancelled/deferred, students who were planned to attend those classes are integrated into future schedules, as needed, depending on business line training requirements and they are not tracked, or reported, as make-up sessions, or having been scheduled to attend a previously cancelled/deferred class.

c. Training schedules are planned and delivered on a going-forward basis and class data is not tracked, or reported, based on delivery status. To identify hours that were planned, but not executed, the comparison below indicates the difference between student hours planned vs. student hours recorded in 2020. This difference is assumed to be training volume that was cancelled/deferred within the same year.



d. SCE defines "first-time seatings" as training hours for students that are new-to-role and/or new to the company. Training schedules are planned and delivered on a going-forward basis and class data is not tracked, or reported, based on delivery status. To identify hours that were planned, but not executed, the comparison below indicates the difference between student hours planned vs. student hours recorded in 2021. This difference is assumed to be training volume that was cancelled/deferred within the same year.



e. Please see response b.

f. Please see response b.

g. Below are the current monthly recorded seat time hours for January through October 2023. For the purpose of this data request response, "recorded number of training-session count" indicates the student hours spent in training.

Training Seat Time - Transmission and Distribution										
Recorded Seat Time Hours YTD 2023										
Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Total**
17,251	32,699	48,596	35,929	28,020	34,483	30,822	34,017	34,379	41,770	**337,963**

h. SCE forecasts future T&D training volume for Seat Time and Delivery utilizing a bottoms-up approach only for the upcoming year, being 2023 at the time of the development of this GRC. Based on training demand identified in 2023, SCE used a conservative approach and assumed a consistent forecast necessary, at minimum, for 2025. It is anticipated that future training demand will remain the same, if not higher, to align with long-term company objectives and regulatory requirements, such as SRIIM, as explained in testimony.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/21/2023

Question 04.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. pp. 180 (starting at line 16) – 181, SCE states, "SCE utilizes a bottoms up itemized forecast methodology for … Training Delivery and Development – Transmission & Distribution and Training Seat Time – Transmission & Distribution, based on the volume of expected training hours to be delivered and standard labor rates averaged by class type for the employee job classifications planned to attend training and/or staff and personnel associated with delivering and operating training programs."

a. Please provide a copy of the Excel-formatted file that presents this "bottoms up" analysis for both of the referenced activities. Please ensure that the file has working cells/intact equations and identifies and justifies assumptions made.
b. If not included as part of the response to Subpart a, please provide an Excel-formatted workpaper (with working cells/intact equations and all assumptions identified and justified) that details the development of the number of "expected training hours to be delivered…by class type" (for each activities, separately, if different).

Response to Question 04.a-b:

a. Please refer to attachment TURN-SCE-008 Q.04.a.xlsx.
b. Please see response to part a.

TRAINING DELIVERY AND SEAT TIME (COMBINED) - TRANSMISSION & DISTRIBUTION
2025 FORECAST ANALYSIS*

(2022 CONSTANT $)

**Refer to detailed breakdown and footnotes below for additional information on itemized combined activity costs*

GRC ACTIVITY	COST ELEMENT	LABOR/NON-LABOR		2025 FORECAST *(2022 CONSTANT $)*
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$	16,401,626
	SAFETY TRAINING LABOR	LABOR	$	521,724
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	639,962
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	306,786
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$	26,892,196
	SAFETY TRAINING LABOR	LABOR	$	2,678,046
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	688,316
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	1,649,270
LABOR SUBTOTAL			***$***	***49,777,926***
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	EMPLOYEE COMPENSATION BENEFITS NON-LABOR	NON-LABOR	$	28,968
	SAFETY TRAINING NON-LABOR	NON-LABOR	$	376,634
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	71,131
	NON-LABOR: MATERIAL	NON-LABOR	$	1,248,427
	NON-LABOR: CONTRACT	NON-LABOR	$	2,540,720
	NON-LABOR: OTHER	NON-LABOR	$	1,052,662
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	TRAINING SEAT TIME NON-LABOR	NON-LABOR	$	4,645,126
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	538,294
	EMPLOYEE LED EFFICIENCY SAVINGS	NON-LABOR	$	(68,130)
NON-LABOR SUBTOTAL			***$***	***10,433,833***
TOTAL			**$**	**60,211,759**

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION
2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY [1]		AVERAGE RATE [2]		2025 FORECAST *(2022 CONSTANT $)*
LABOR	270,667		$60.60	$	16,401,626
SAFETY TRAINING DELIVERY LABOR [3]				$	521,724
EMPLOYEE COMPENSATION BENEFITS [4]				$	639,962
ORGANIZATIONAL TRAINING LABOR [5]				$	306,786
LABOR SUBTOTAL				***$***	***17,870,098***
NON-LABOR: MATERIAL	565		$2,209.61	$	1,248,427
NON-LABOR: CONTRACT	13,742	$	184.89	$	2,540,720
NON-LABOR: OTHER	321	$	3,279.32	$	1,052,662
SAFETY TRAINING DELIVERY NON-LABOR [3]				$	376,634
EMPLOYEE COMPENSATION BENEFITS NON-LABOR [4]				$	28,968
ORGANIZATIONAL TRAINING NON-LABOR [5]				$	71,131
NON-LABOR SUBTOTAL				***$***	***5,318,542***
TOTAL	**285,295**	**$**	**79.95**	**$**	**23,188,640**

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION
2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT		QUANTITY [6]		AVERAGE RATE [7]		2025 FORECAST *(2022 CONSTANT $)*
LABOR		472,741	$	56.89	$	26,892,196
SAFETY TRAINING SEAT TIME LABOR [3]		51,098	$	52.41	$	2,678,046
EMPLOYEE COMPENSATION BENEFITS [4]					$	688,316
ORGANIZATIONAL TRAINING LABOR [5]					$	1,649,270
LABOR SUBTOTAL					***$***	***31,907,828***
NON-LABOR [8]	$	26,892,196		17%	$	4,645,126
ORGANIZATIONAL TRAINING NON-LABOR [5]					$	538,294
EMPLOYEE LED EFFICIENCY SAVINGS [9]					$	(68,130)
NON-LABOR SUBTOTAL					***$***	***5,115,290***
TOTAL					**$**	**37,023,119**

FOOTNOTES

1. Unit type varies depending on activity and item. Labor costs are based on personnel hours. Materials include volume of materials and facility supplies either monthly or by course. Contract expenses include hours and facilitation fees for vendor delivery and certification expenses. Other expenses include monthly or occurrence-based volume of lodging, catering, employee expenses or facility fees (i.e., janitorial, city fees, DMV renewal)

2. Average rate type varies depending on the activity and item. Labor average rates utilize standard labor rates. Materials utilize rates specific to various items such as cost of materials, monthly expenses, or equipment rental and repair. Contract rates are agreed upon between SCE and the supplier. Other rates utilize anticipated monthly costs of employee expenses, lodging, travel and catering.

3. The 2025 forecast includes a $3.5M total combined forecast as part of the increased training demand resulting from Safety and Resiliency initiatives. Refer to SCE-06. Vol. 06, and Part III, Safety Programs

4. The forecast includes a $1.4M total combined increase for both activities (Training Delivery-Transmission and Distribution and Training Seat Time – Transmission and Distribution) in 2025 attributable to reflect certain changes made to SCE's employee compensation program. Please refer to SCE-06, Vol. 04, Employee Benefits & Programs.

5. The 2025 GRC forecast includes $2.6M organizational training dollars within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum.

6. T&D Training utilizes total Seat Time hours to forecast total Seat Time expenses. Seat Time hours are total student learning hours as a function of the course duration (i.e., A single 8- hour course with 10 students will have total seat time cost of 80 hours of training). Non-Labor quantity is the forecasted Seat Time Labor cost for planned core technical T&D Training courses.

7. T&D Training utilizes the midpoint market reference standard labor rates for the job classifications expected to attend specific training courses to estimate total cost.

8. The average non-labor rate is a percentage as a function of total seat time labor forecasted cost by class type and expected class needs for non-labor expenses such as travel, lodging, catering, and other expenses associated with employees attending training.

9. Included in the test year forecast are employee led efficiency savings of $0.068 million related to reduced premium time training. Please refer to SCE-06, Volume 3 for additional details.

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION
2025 FORECAST ANALYSIS
(2022 CONSTANT $)

COST ELEMENT		QUANTITY [6]		AVERAGE RATE [7]		2025 FORECAST *(2022 CONSTANT $)*
LABOR		472,741	$	56.89	$	26,892,196
SAFETY TRAINING SEAT TIME LABOR [3]		51,098	$	52.41	$	2,678,046
EMPLOYEE COMPENSATION BENEFITS [4]					$	688,316
ORGANIZATIONAL TRAINING LABOR [5]					$	1,649,270
LABOR SUBTOTAL					***$***	***31,907,828***
NON-LABOR [8]	$	26,892,196		17%	$	4,645,126
ORGANIZATIONAL TRAINING NON-LABOR [5]					$	538,294
EMPLOYEE LED EFFICIENCY SAVINGS [9]					$	(68,130)
NON-LABOR SUBTOTAL					***$***	***5,115,290***
TOTAL					**$**	**37,023,119**

TRANSMISSION & DISTRIBUTION: TRAINING SEAT TIME (LABOR)

TRAINING TYPE	TRAINING SEAT TIME HOURS	AVERAGE RATE	2025 TRAINING SEAT TIME COST
TOTAL LABOR	**472,741**	**$ 56.89**	**$ 26,892,196**
COMPLIANCE AND SAFETY	68,164	$ 65.45	$ 4,461,287
DISTRIBUTION	110,518	$ 57.63	$ 6,368,761
DRIVE AND CRANE	5,800	$ 58.55	$ 339,608
FIELD ACCOUNTING ORGANIZATION	9,028	$ 61.23	$ 552,819
GRID OPERATIONS	48,568	$ 50.75	$ 2,465,024
METERING FIELD OPERATIONS	13,428	$ 62.74	$ 842,418
SERVICE PLANNING	91,788	$ 43.73	$ 4,013,937
TECHNICAL COMPLIANCE	48,906	$ 64.95	$ 3,176,430
TRANSMISSION & SUBSTATIONS	76,541	$ 61.04	$ 4,671,912

TRANSMISSION & DISTRIBUTION: TRAINING SEAT TIME (NON-LABOR)

TRAINING TYPE	2025 TRAINING SEAT TIME COST	AVERAGE RATE	2025 NON-LABOR SEAT TIME COST
TOTAL NON-LABOR	**$ 26,892,196**	**17%**	**$ 4,645,126**
COMPLIANCE AND SAFETY	$ 4,461,287	9%	$ 409,645
DISTRIBUTION	$ 6,368,761	17%	$ 1,097,862
DRIVE AND CRANE	$ 339,608	17%	$ 58,576
FIELD ACCOUNTING ORGANIZATION	$ 552,819	20%	$ 108,916
GRID OPERATIONS	$ 2,465,024	24%	$ 588,083
METERING FIELD OPERATIONS	$ 842,418	18%	$ 150,140
SERVICE PLANNING	$ 4,013,937	20%	$ 802,974
TECHNICAL COMPLIANCE	$ 3,176,430	15%	$ 467,794
TRANSMISSION & SUBSTATIONS	$ 4,671,912	21%	$ 961,136.74

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY [1]	AVERAGE RATE [2]	2025 FORECAST *(2022 CONSTANT $)*
LABOR	270,667	$60.60	$ 16,401,626
SAFETY TRAINING DELIVERY LABOR [3]			$ 521,724
EMPLOYEE COMPENSATION BENEFITS [4]			$ 639,962
ORGANIZATIONAL TRAINING LABOR [5]			$ 306,786
LABOR SUBTOTAL			***$ 17,870,098***
NON-LABOR: MATERIAL	565	$2,209.61	$ 1,248,427
NON-LABOR: CONTRACT	13,742	$ 184.89	$ 2,540,720
NON-LABOR: OTHER	321	$ 3,279.32	$ 1,052,662
SAFETY TRAINING DELIVERY NON-LABOR [3]			$ 376,634
EMPLOYEE COMPENSATION BENEFITS NON-LABOR [4]			$ 28,968
ORGANIZATIONAL TRAINING NON-LABOR [5]			$ 71,131
NON-LABOR SUBTOTAL			***$ 5,318,542***
TOTAL	**285,295**	**$ 79.95**	**$ 23,188,640**

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (LABOR)

DELIVERY TYPE	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
LABOR TOTAL	**270,667**	**$60.60**	**$16,401,626.16**
DISTRIBUTION	55,054	$73.98	$4,072,951.52
DRIVE AND CRANE	12,480	$62.75	$783,087.22
FIELD ACCOUNTING ORGANIZATION	2,080	$59.54	$123,834.90
GRID OPERATIONS	17,485	$72.94	$1,275,288.39
INTEGRATED SOLUTIONS	54,685	$24.74	$1,352,753.82
METERING FIELD OPERATIONS	11,696	$61.29	$716,804.21
MOBILE TRAINING	27,040	$69.61	$1,882,271.51
POWERLINE TRADES	8,320	$65.89	$548,164.61
SERVICE PLANNING	17,440	$70.34	$1,226,727.25
SUBSTATION TRAINING	16,640	$58.80	$978,350.59
TRANSMISSION & SUBSTATIONS	47,747	$72.08	$3,441,392.15

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (MATERIAL)

DELIVERY TYPE	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
MATERIAL TOTAL	**565**	**$2,209.61**	**$1,248,427.16**
COMPLIANCE AND SAFETY	312	$273.71	$85,398.95
DISTRIBUTION	58	$6,241.88	$362,028.88
FIELD ACCOUNTING ORGANIZATION	12	$44.84	$538.12
GRID OPERATIONS	22	$7,920.32	$174,246.99
INTEGRATED SOLUTIONS	36	$320.31	$11,531.05
METERING FIELD OPERATIONS	25	$1,390.13	$34,753.31
SERVICE PLANNING	12	$1,153.11	$13,837.26
SUBSTATION TRAINING	12	$429.21	$5,150.54
TRANSMISSION & SUBSTATIONS	76	$7,380.82	$560,942.07

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (CONTRACT)

DELIVERY TYPE	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
CONTRACT TOTAL	**13,742**	**$ 184.89**	**$2,540,720.13**
COMPLIANCE AND SAFETY	7,003	$144.78	$1,013,891.76
DISTRIBUTION	1,547	$186.16	$287,991.77
DRIVE AND CRANE	19	$8,510.16	$161,693.09
GRID OPERATIONS	1	$32,032.39	$32,032.39
TRANSMISSION & SUBSTATIONS	5,172	$202.07	$1,045,111.12

TRANSMISSION & DISTRIBUTION: TRAINING DELIVERY DETAILS (OTHER)

ITEM	QUANTITY	AVERAGE RATE	2025 TRAINING DELIVERY COST
OTHER TOTAL	**321**	**$ 3,279.32**	**$1,052,661.98**
COMPLIANCE AND SAFETY	17	$448.43	$7,623.32
DISTRIBUTION	27	$12,054.65	$325,475.45
DRIVE AND CRANE	38	$1,281.23	$48,686.66
FIELD ACCOUNTING ORGANIZATION	12	$666.24	$7,994.86
GRID OPERATIONS	16	$5,326.70	$85,227.28
INTEGRATED SOLUTIONS	63	$932.25	$58,731.49
METERING FIELD OPERATIONS	16	$1,769.70	$28,315.14
MOBILE TRAINING	12	$7,687.37	$92,248.41
POWERLINE TRADES	36	$1,682.68	$60,576.45
SERVICE PLANNING	12	$3,843.68	$46,124.20
SUBSTATION TRAINING	12	$4,292.11	$51,505.36
TRANSMISSION & SUBSTATIONS	60	$4,002.56	$240,153.36

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/22/2023

Question 05.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. p. 181:7-12, SCE states, ". Additionally, the 2025 GRC forecast includes $2.6 million total combined organizational training dollars distributed within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D. This may include training for items such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum."

a. Did SCE offer these trainings in the historical period?
   i. If yes, in which account(s) were the expenses for such trainings accounted booked?
   ii. If yes, were business-unit forecasts for 2025 reduced to account for the fact that SCE is now formally forecasting costs for the referenced trainings separately under the Training Seat activity?
   iii. If no, why not?
b. Please identify the recorded expense for the referenced activities in each year, 2018-2022.

Response to Question 05.a-b:

a. Yes, SCE offered these trainings in the historical period.
   i. Please see response to Q05.b for the GRC activities used to record the 2018-2022 expenses.
   ii. Utilizing the same GRC activities, there are separate cost objects assigned to each of the T&D business units to budget and record T&D Training Seat Time and T&D Training Delivery. This ensures the T&D business unit budgets are separated and reported accurately.
   iii. Please see response to parts a.i and a.ii.

b. The table provided below provides 2018-2022 recorded expenses (2022 Constant) separated by GRC activity.

GRC Activity	2018_CON	2019_CON	2020_CON	2021_CON	2022_CON
Training Delivery and Development - Transmission and Distribution	-	901,189.60	620,453.04	123,677.93	2,955.28
Training Seat-Time - Transmission and Distribution	3,185,438.12	4,479,782.77	2,240,173.08	1,970,795.07	1,751,968.82
Grand Total	**3,185,438.12**	**5,380,972.37**	**2,860,626.13**	**2,094,473.01**	**1,754,924.10**

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/22/2023

Question 06.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. p. 182:1-3, SCE states, "SCE requests incremental costs within Training Delivery to support the increased training demand resulting primarily from increased hiring in the field to support projects within the main organizational units of T&D."

a. Please identify the number of Training Delivery-eligible, T&D employees in recorded in each historical year (2018-2022) and forecasted in each future year (2023-2025).
b. Please identify the number of Training Delivery-eligible, T&D employees hired to (i) replace employees lost through attrition and (ii) fill incremental positions in each historical year (2018-2022) and forecasted in each future year (2023-2025).

Response to Question 06.a-b:

a. SCE defines "Training Delivery-eligible, T&D employees" as full-time employees (FTE) within the T&D Training organizational unit, identified through FTE headcount. The table below reflects the total recorded T&D Training FTE headcount recorded in 2018-2022 and forecasted volumes for 2023, which are conservatively expected to remain consistent, at minimum, through 2025. Please see response to TURN-SCE-008, Q.03.h regarding the forecast years 2023-2025.

T&D Training Personnel by Month: Vacancies, Incremental and Total Full-Time Employee (FTE) Headcount 2018-2022 Recorded and 2023 Forecast

Year	Month	Vacant	Non-Vacant	Total	Year	Month	Vacant	Non-Vacant	Total
2018	Jan	8	58	66	2021	Jan	16	75	91
2018	Feb	10	58	68	2021	Feb	12	75	87
2018	Mar	13	56	69	2021	Mar	10	77	87
2018	Apr	18	57	75	2021	Apr	11	76	87
2018	May	21	62	83	2021	May	11	76	87
2018	Jun	15	62	77	2021	Jun	12	75	87
2018	Jul	13	64	77	2021	Jul	12	75	87
2018	Aug	13	65	78	2021	Aug	14	73	87
2018	Sep	12	66	78	2021	Sep	14	73	87
2018	Oct	13	69	82	2021	Oct	14	73	87
2018	Nov	14	67	81	2021	Nov	14	73	87
2018	Dec	14	66	80	2021	Dec	15	72	87
2019	Jan	12	66	78	2022	Jan	13	73	86
2019	Feb	13	65	78	2022	Feb	13	73	86
2019	Mar	12	65	77	2022	Mar	14	72	86
2019	Apr	12	65	77	2022	Apr	15	73	88
2019	May	12	71	83	2022	May	17	76	93
2019	Jun	12	72	84	2022	Jun	20	74	94
2019	Jul	14	71	85	2022	Jul	22	74	96
2019	Aug	15	70	85	2022	Aug	22	74	96
2019	Sep	15	70	85	2022	Sep	21	75	96
2019	Oct	15	70	85	2022	Oct	22	74	96
2019	Nov	17	70	87	2022	Nov	22	75	97
2019	Dec	17	71	88	2022	Dec	24	74	98
2020	Jan	19	71	90	2023	Jan	30	71	101
2020	Feb	19	71	90	2023	Feb	30	71	101
2020	Mar	20	73	93	2023	Mar	30	75	105
2020	Apr	20	73	93	2023	Apr	30	75	105
2020	May	18	75	93	2023	May	30	75	105
2020	Jun	17	77	94	2023	Jun	30	75	105
2020	Jul	16	78	94	2023	Jul	30	75	105
2020	Aug	13	78	91	2023	Aug	30	75	105
2020	Sep	12	80	92	2023	Sep	30	75	105
2020	Oct	14	76	90	2023	Oct	30	75	105
2020	Nov	14	76	90	2023	Nov	30	75	105
2020	Dec	15	76	91	2023	Dec	30	75	105

b. Please see response part a. In addition, employees to be replaced lost through attrition are defined as vacancies. These vacancies may also include incremental positions that have been added and not yet filled, identified through increases/decreases to total headcount. Vacancies and total headcount fluctuate on a monthly reporting basis and therefore all recorded vacant, non-vacant, and total headcount volumes have been provided for each month in 2018-2022. Additionally, all forecasted vacant, non-vacant, and total headcount volumes have been provided for each month in 2023, which are conservatively expected to remain consistent, at minimum, through 2025. Please see response to TURN-SCE-008, Q.03.h regarding the forecast years.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/21/2023

Question 07.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. WPSCE06V04BkC, p. 237, please disaggregate the Training Delivery and Development costs into costs for Training Delivery and Development activities related to (i) ongoing and (ii) new-hire training for:

a. Labor costs
b. Non-Labor costs

Response to Question 07.a-b:

a. The GRC activity "Training Delivery and Development - Transmission and Distribution" is a historical activity label prior to the development function transitioning to the HR Enterprise Learning & Development organization. SCE defines "ongoing" as training for existing employees that are not new to role and "new-hire" as training for employees that are new to role and/or new to the company. All forecast items in the 2025 GRC under this activity name refer only to T&D Training Delivery. T&D Training delivery costs are not classified, tracked, or reported as ongoing, or new hire. Many of the items captured under this activity are utilized to support all training seat time, and/or operational activities cross-functionally within T&D Training.

b. Please see part a.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/20/2023

Question 08.a-c:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. 184:6-9, SCE states, "SCE forecasts delivery costs for contract facilitators and/or suppliers based on the product of the number of required delivery hours, service hours, or unit costs according to the training course, supply needs, and the applicable rates within the associated contract."

a. Please provide an Excel-formatted file with working cells/intact calculations that illustrates the referenced calculation.
b. How are the forecast number of (i) delivery hours, (ii) service hours and (iii) unit costs determined?
c. Please identify the number of (i) delivery hours, (ii) service hours and (iii) unit costs recorded in each historical year, 2018-2019 and forecasted in each future year, 2023-2025.

Response to Question 08.a-c:

a. Please see response to TURN-SCE-008-Q.04.a.

b. Forecasted volumes of goods/services provided by contract facilitators and/or suppliers is a function of training demand for the upcoming year. Requirements for contract resources/suppliers are determined by collaborative input from subject matter experts including but not limited to leadership, advisory staff, instructional staff, and business line/craft personnel, in addition to any future training plans, classes, and/or schedules that utilize the supplier's goods/services.

c. The table below reflects recorded contract hours and associated average rates for contracted services in 2018-2019 in nominal dollars. Please see response to TURN-SCE-008-Q04.a with respect to forecasted volumes in 2023, which are conservatively expected to remain consistent, at minimum, through 2025. Please see response to TURN-SCE-008-Q03.h.

2018-2019 Contract Recorded Cost by Type TURN-SCE-008 Q08.c						
Year	*Quantity*	*Quantity Type*	*Average Rate*		*Total Recorded Cost*	
2018	488	Activity Unit	$	1,105.86	$	539,658.11
2018	250	Each	$	58.34	$	14,585.72
2018	32,895	Hours	$	96.89	$	3,187,075.77
2018	11	Lot	$	1,234.42	$	13,578.64
2018	98	Pair	$	6.25	$	612.50
2018	**33,742**	**Total**	**$**	**125.06**	**$**	**4,219,697.49**
2019	299	Activity Unit	$	709.39	$	212,107.55
2019	11	Each	$	16.36	$	180.00
2019	21,235	Hours	$	116.70	$	2,478,086.76
2019	43	Lot	$	704.60	$	30,298.01
2019	198	Pair	$	6.25	$	1,237.50
2019	**21,786**	**Total**	**$**	**186.19**	**$**	**4,056,241.49**

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/20/2023

Question 09.a-b:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Re. WPSCE06V04BkC, p. 244, please disaggregate the Training Seat Time costs into costs for training related to (i) ongoing and (ii) new hires for:

a. Labor costs
b. Non-Labor costs

Response to Question 09.a-b:

a. SCE defines "ongoing" as training for existing employees that are not new to role and "new-hire" as training for employees that are new to role and/or new to the company. Recorded historical T&D Training seat time costs are not classified, tracked, or reported as ongoing, or new hire as cost objects do not identify the associated class name. Forecasted costs for this activity can be identified as ongoing/new hire on a going-forward basis in alignment with the future training plans with the associated class names and can be identified for 2023. These forecasted costs are conservatively expected to remain consistent, at minimum, through 2025. Please see response to TURN-SCE-008-Q.03.h.

Training Seat Time-Transmission & Distribution (2022 Constant $)

Year	Type	Labor	Non Labor	Total
2023	New	$ 16,203,611	$ 3,154,187	$ 19,357,798
2023	Ongoing	$ 13,686,778	$ 1,522,620	$ 15,209,398
2023	Total	$ 29,890,389	$ 4,676,806	$ 34,567,195

Training Seat Time-Transmission & Distribution (2022 Constant $)

Year	Type	Labor	Non Labor	Total
2024	New	$ 16,957,065	$ 3,459,131	$ 20,416,196
2024	Ongoing	$ 14,298,108	$ 1,647,758	$ 15,945,867
2024	Total	$ 31,255,174	$ 5,106,889	$ 36,362,063

Training Seat Time-Transmission & Distribution (2022 Constant $)

Year	Type	Labor	Non Labor	Total
2025	New	$ 17,314,302	$ 3,463,089	$ 20,777,391
2025	Ongoing	$ 14,589,835	$ 1,655,893	$ 16,245,728
2025	Total	$ 31,904,136	$ 5,118,983	$ 37,023,119

b. Please see part a.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 11/8/2023

Response Date: 11/20/2023

Question 10:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.

Does SCE have a process for adjusting the forecast for training (both Delivery and Development and Seat Time) to make reductions for any Commission-ordered, hypothetical reduction to O&M for new hires and/or incumbent labor? If so, please describe the process.

Response to Question 10:

SCE does not have an automatic/dynamic process to adjust GRC forecasts for T&D Training Seat Time and Delivery activities if any hypothetical Commission-ordered O&M reductions to hiring and/or incumbent labor are required in other GRC activities. There are many fixed components associated with the Delivery activity that are not impacted by reductions to variable adjustments to the Seat Time activity, which is why there is not an underlying model to automatically/dynamically adjust the GRC forecast for these activities.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 0 8

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/22/2024

Response Date: 2/2/2024

Question 06.a-b Supplemental:
The following questions relate to SCE-06 Vol. 4 (Training) & workpapers.
Re. p. 182:1-3, SCE states, "SCE requests incremental costs within Training Delivery to support the increased training demand resulting primarily from increased hiring in the field to support projects within the main organizational units of T&D."

a. Please identify the number of Training Delivery-eligible, T&D employees in recorded in each historical year (2018-2022) and forecasted in each future year (2023-2025).

b. Please identify the number of Training Delivery-eligible, T&D employees hired to (i) replace employees lost through attrition and (ii) fill incremental positions in each historical year (2018-2022) and forecasted in each future year (2023-2025).

Response to Question 06.a-b Supplemental:

a. Based on the clarification provided by TURN via e-mail on 1/25/2024, TURN is requesting the "number of Training-eligible T&D employees recorded in each historical year (2018-2022) and forecasted in each future year (2023-2025)" utilizing the definition of "training-eligible" to be "employees that are eligible to record, and forecasted to record, their hours spent in training to the GRC Activity Training Seat Time – Transmission & Distribution". Further, SCE defines "eligible" as students that are planned or forecasted to complete training. SCE does not track the entire population of employees who potentially could charge the seat time activity and only tracks seat time that is actually planned and recorded.

   Additionally, SCE does not track individual, unique employees recorded, or forecasted within this GRC activity and instead utilizes "Seat Time Occurrences" to identify the volume of student activity recorded and forecasted. Please see TURN-008-04.a-Supplemental and the associated file, "TURN-SCE-008-Q04.a.Supplemental.xlsx", Footnote 3, that explains seat time occurrences in further detail.

   Please see "TURN-SCE-008-Q06.a.Supplemental.xlsx" that shows the recorded and forecasted training-eligible seat time occurrences based on the definitions above.

b. SCE does not track attrition, vacancies, or incremental positions, for the student population under the GRC activity Training Seat Time – Transmission and Distribution.

Training Seat Time - Transmission and Distribution *Seat Time Occurrences Planned and Forecasted | TURN-008-06.a.Supplemental*						
Year	**2018**	**2019**	**2020**	**2021**	**2022**	**2023** [2]
Seat Time Occurrences [1]	69,579	38,935	38,879	49,688	76,871	82,850

Footnotes

[1] Please see TURN-008-04.a-Supplemental and TURN-060-02.a for further detail on the definition and utilization of Seat Time Occurrences. Additionally, SCE does not utilize Seat Time Occurrences as a measurement of training volume due to the wide variety of training durations any individual employee may be assigned. This can greatly influence the number seat time occurrences, but may not influence actual recorded/planned costs to the same degree. Instead, SCE utilizes total cost and total training hours to indicate training volume and identify variance in training activity as these variables are directly associated to the actual planned/forecasted costs.

[2] The forecasted seat time occurrences for 2024-2025 are expected to remain consistent and utilizes 2023 volume as the basis for this forecast. Please see TURN-008-03.h.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 5 9

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/19/2024

Response Date: 2/1/2024

Question 03.a-b:

Re. p. 183:10-12, SCE states, "In addition, some T&D organizations not impacted by SRIIM must, nevertheless, also increase hiring to meet the demand of increased capital work, most notably within the Service Planning organization supporting capital work."

a. Please identify the four most highly notable organizations (or activities) in which hiring will be needed to support capital work through the end of 2025.
b. For the Service Organization and each of the four organizations (or activities) identified in Subpart a of this request, please separately (for each organization) identify the:
i. Recorded headcount at the beginning of each year, 2018-2022 and the end of 2022.
ii. Forecasted headcount at the end of each year, 2023-2025.
iii. Number of employee additions in each year, 2018-2022.
iv. Number of employees lost to attrition in each year, 2018-2022.

Please provide the values in an Excel spreadsheet.

Response to Question 03.a-b:

a. The activities explained in SCE Exhibit 06, Vol. 04, pp. 182-183 provide some of the drivers that impact training demand, including hiring. We do not track data in a manner that quantifies direct correlations between drivers in training demand to the resulting associated hours of training and therefore are unable to quantifiably identify the four most highly notable organizations, or activities, in which hiring will be needed to support capital work through the end of 2025.

b.

i. Please refer to response 3.a. Employees that report to the Service Planning Organization are not solely dedicated to any individual sub-activity and therefore provide support to multiple sub-activities. In other words, these are not "organizations" but rather are employees that support various capital projects as they have the skillsets and responsibilities to support various efforts. As such, SCE has not provided recorded, or forecasted FTE headcount information for these organizations.

ii. Please refer to response 3.b.i.

iii. Please refer to response 3.b.i.
iv. Please refer to response 3.b.i.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 6 0

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/22/2024

Response Date: 2/5/2024

Question 01.a-e:
The following questions relate to SCE06V04.
Following up on SCE's response to TURN-SCE-008, Q.03.a (Please provide all numerical data in an Excel-formatted file):

a. Please identify the recorded training-hour count in 2023, divided between New and Existing.
b. Please explain why the training hours for Existing employees was expected to increase from 252k in 2022 to 335k in 2023.
c. Please list the five most impactful (by training-hour count) drivers of the increase that SCE expected between the recorded 2022 count for Existing employees and forecasted 2023 count for Existing employees and identify the incremental training-hour count for each driver.
d. Please disaggregate the incremental training-hour count for Existing employees in 2023 (relative to 2022) into the (i) "return to normal training levels" and (ii) "make up from prior deferrals" drivers, as identified at p. 179:24-27 (i.e., in the statement: "As the impacts of COVID-19 continue to decline, it is expected that training volume will continue to increase as a result of increased hiring, returning to normal training levels and/or continued make-up from prior deferrals as shown in Figure IV-37 below") (emphasis added).
e. To the extent that there is any other factor (beyond items (i) and (ii), in Subpart d) that drives the increase in training-hour count for Existing employees from 2022 and 2023, please state each factor and identify the incremental training-hour count that the factor accounts for between 2022 and 2023.

Response to Question 01.a-e:

a. Please refer to the response TURN-SCE-060, Q.04.a.

b. SCE objects to this request on the grounds that it is vague and ambiguous as it cites to conflicting data. Without waiving this objection, SCE assumes the request is to explain the increase in planned 2023 training hours compared to recorded 2022 training hours for new-hire training.

   SCE's T&D Training organization tracks increased volume in training by identifying the number of training hours planned and recorded and does not quantifiably track the associated operational drivers with each individual increase/decrease. The increase of planned new-hire training hours in 2023 forecasted new-hire training, compared to 2022 recorded new-hire training hours, is primarily the result of increased training hours in the

specific areas shown in TURN-SCE-060-01.b.xlsx.

c. SCE defines "drivers" as an upstream operational cause that results in a downstream effect and assumes the same definition by TURN as indicated through example in the question of part d of this request, TURN-SCE-060, Q01.d.

   SCE does not quantifiably track drivers by this definition in order to indicate corresponding increased training hours resulting from a specific operational driver. SCE tracks planned and recorded training hours within T&D and does not associate specific hours with specific quantifiable activities from operational drivers. The qualitative drivers are known and explained within Exhibit SCE-06, Vol. 04, pp. 167-185. One of the common operational drivers to increased training volume is hiring within the T&D business lines in which the actual drivers of increased hiring varies. There may be additional drivers to increased training such as corporate or organizational strategic objectives, safety initiatives, increased volume in capital work, modification of training schedules to align with required work such as emergency response, or other drivers that may result in either increased/decreased hiring and/or increased/decreased training within T&D that will ultimately impact the volume of training hours expected and/or recorded. SCE's T&D Training organization does not quantify planned or recorded training hours by these qualitative operational drivers and tracks only the actual increase, or decrease, to training hours planned or recorded.

d. Please refer to the response part c of this request.

e. Please refer to the response part c of this request.

Training Seat Time - Transmission and Distribution				
Training School	**Training Type**	**2023 Planned Training Hours**	**Comparison to 2022 Recorded Training Hours**	**Increase**
Distribution	New	110,518	94,526	15,992
Metering Field Organization	New	13,428	3,945	9,483
Service Planning	New	91,788	60,105	31,683
Substation Construction & Maintenance Electricians	New	14,304	7,824	6,480
Transmission	New	49,013	26,567	22,446
Total		**279,051**	**192,967**	**86,084**

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET T U R N - S C E - 0 6 0

To: TURN
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 1/22/2024

Response Date: 2/5/2024

Question 06.a-d:
Re. p. 183:10-12, SCE states, "In addition, some T&D organizations not impacted by SRIIM must, nevertheless, also increase hiring to meet the demand of increased capital work, most notably within the Service Planning organization supporting capital work."

For the entire universe of training-eligible, T&D employees, please identify the following and provide all data and values in an Excel spreadsheet:

a. Recorded headcount at the beginning of each year, 2018-2022 and the end of 2022.
b. Forecasted headcount at the end of each year, 2023-2025.
c. Number of employee additions in each year, 2018-2022.
d. Number of employees lost to attrition in each year, 2018-2022.

Response to Question 06.a-d:

a. SCE tracks and records training hours completed and seat time occurrences. SCE does not track and record employee headcount for the entire universe of training-eligible employees at the start and end of each period. SCE also does not track and record vacancies, attrition, or incremental positions for the T&D Training Seat Time student population.

   Please refer to TURN-SCE-059, Q03, TURN-SCE-008, Q04.a Supplemental, and TURN-SCE-008, Q06.a-b Supplemental, for additional information.
b. Please refer to part a.
c. Please refer to part a.
d. Please refer to part a.

Southern California Edison
A.23-05-010 – SCE 2025 GRC

DATA REQUEST SET P u b A d v - S C E - 2 8 2 - L R S

To: Public Advocates Office
Prepared by: Janet Mok
Job Title: Regulatory Affairs and Compliance, Advisor
Received Date: 3/6/2024

Response Date: 3/12/2024

Question 01.a-b Supplemental:
Referring to Exhibit SCE-06 Vol. 4 WP Bk. C, pp. 248, please answer the following:

a. Please provide tables that mimic the ones provided on pp. 248 and 249 of recorded costs for each year from 2018-2022 and 2023 (year to date) for Training Delivery and Development – T&D.
b. Please provide recorded overtime / double-time hours for Training Development and Delivery – T&D from 2018-2022 and 2023 (year to date.)

Response to Question 01.a-b Supplemental:

a. Please refer to attachment, "PubAdv-SCE-282-LRS Q01.a.Supplemental.pdf" for recorded costs for each year from 2018-2023.
b. SCE defines "overtime/double-time hours" as premium time hours. The table below reflects recorded premium time hours for 2018-2023 for T&D Training Delivery.

Training Delivery - Transmission and Distribution
Recorded Premium Time Hours

Year	Hours
2018	5,147
2019	5,247
2020	3,574
2021	3,902
2022	5,053
2023	7,369

PubAdv-SCE-282-LRS 01.a.Supplemental

TRAINING DELIVERY AND SEAT TIME (COMBINED) - TRANSMISSION & DISTRIBUTION
2018-2023 RECORDED ANALYSIS*

(2022 CONSTANT $)

**Refer to detailed breakdown and footnotes below for additional information on itemized combined activity costs*

GRC ACTIVITY	COST ELEMENT	LABOR/NON-LABOR	2018 Recorded	2019 Recorded	2020 Recorded	2021 Recorded	2022 Recorded	2023 Recorded
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$ 10,467,531.00	$ 11,337,146.00	$ 11,547,287.00	$ 11,471,115.00	$ 11,873,199.00	$ 14,681,630.00
	ORGANIZATIONAL TRAINING LABOR	LABOR	$ -	$ 79,399.00	$ 23,993.00	$ 1,937.00	$ -	$ -
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$ 20,265,831.00	$ 20,099,891.00	$ 11,829,329.00	$ 16,175,060.00	$ 16,513,029.00	$ 23,431,289.31
	SAFETY TRAINING SEAT TIME LABOR [7]	LABOR						$ 844,555.68
	ORGANIZATIONAL TRAINING LABOR	LABOR	$ 1,403,593.00	$ 2,686,232.00	$ 1,869,431.00	$ 1,573,557.00	$ 1,383,971.00	$ 2,257,321.43
LABOR SUBTOTAL			***$ 32,136,955.00***	***$ 34,202,668.00***	***$ 25,270,040.00***	***$ 29,221,669.00***	***$ 29,770,199.00***	***$ 41,214,796.42***
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$ -	$ 821,791.00	$ 596,460.00	$ 121,741.00	$ 2,955.00	$ 11,164.00
	NON-LABOR: MATERIAL	NON-LABOR	$ 869,750.00	$ 393,642.00	$ 332,788.00	$ 356,322.00	$ 824,883.00	$ 1,050,206.00
	NON-LABOR: CONTRACT	NON-LABOR	$ 6,050,650.00	$ 3,768,833.00	$ 2,921,219.00	$ 2,353,672.00	$ 2,280,479.00	$ 2,529,596.82
	NON-LABOR: OTHER	NON-LABOR	$ 1,869,673.00	$ 1,835,375.00	$ 1,231,890.00	$ 958,439.00	$ 842,331.00	$ 1,241,999.93
	SAFETY TRAINING DELIVERY NON-LABOR [7]	NON-LABOR						$ 44,715.00
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	TRAINING SEAT TIME NON-LABOR	NON-LABOR	$ 3,946,234.00	$ 3,982,067.00	$ 2,298,606.00	$ 1,765,839.00	$ 2,969,510.00	$ 4,546,014.03
	SAFETY TRAINING SEAT TIME LABOR [7]	NON-LABOR						$ 446.07
	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$ 1,781,845.00	$ 1,793,551.00	$ 370,742.00	$ 397,238.00	$ 367,998.00	$ 766,140.64
NON-LABOR SUBTOTAL			***$ 14,518,152.00***	***$ 12,595,259.00***	***$ 7,751,705.00***	***$ 5,953,251.00***	***$ 7,288,156.00***	***$ 10,190,282.48***
TOTAL			**$ 46,655,107.00**	**$ 46,797,927.00**	**$ 33,021,745.00**	**$ 35,174,920.00**	**$ 37,058,355.00**	**$ 51,405,078.90**

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION
2018-2023

(2022 CONSTANT $)

COST ELEMENT	2018 Quantity [1]	2018 Average Rate [2]	2018 Recorded	2019 Quantity [1]	2019 Average Rate [2]	2019 Recorded	2020 Quantity [1]	2020 Average Rate [2]	2020 Recorded	2021 Quantity [1]	2021 Average Rate [2]	2021 Recorded	2022 Quantity [1]	2022 Average Rate [2]	2022 Recorded	2023 Quantity [1]	2023 Average Rate [2]	2023 Recorded
LABOR	139,011	$75.30	$ 10,467,531.00	145,409	$77.97	$ 11,337,146.00	147,698	$78.18	$ 11,547,287.00	144,645	$79.31	$ 11,471,115.00	149,013	$79.68	$ 11,873,199.00	177,432	$82.75	$ 14,681,630.00
ORGANIZATIONAL TRAINING LABOR [3]			$ -			$ 79,399.00			$ 23,993.00			$ 1,937.00			$ -			$ -
LABOR SUBTOTAL			***$ 10,467,531.00***			***$ 11,416,545.00***			***$ 11,571,280.00***			***$ 11,473,052.00***			***$ 11,873,199.00***			***$ 14,681,630.00***
NON-LABOR: MATERIAL	49,084	$17.72	$ 869,750.00	37,617	$10.46	$ 393,642.00	36,584	$9.10	$ 332,788.00	21,653	$16.46	$ 356,322.00	148,713	$5.55	$ 824,883.00	33,712	$31.15	$ 1,050,206.00
NON-LABOR: CONTRACT	33,743	$179.32	$ 6,050,650.00	21,786	$ 172.99	$ 3,768,833.00	11,429	$ 255.60	$ 2,921,219.00	8,154	$ 288.65	$ 2,353,672.00	11,521	$ 197.94	$ 2,280,479.00	11,927	$ 212.09	$ 2,529,596.82
NON-LABOR: OTHER	4,887	$382.58	$ 1,869,673.00	5,734	$ 320.09	$ 1,835,375.00	5,104	$ 241.36	$ 1,231,890.00	2,946	$ 325.34	$ 958,439.00	76	$ 11,083.30	$ 842,331.00	116	$ 10,706.90	$ 1,241,999.93
SAFETY TRAINING DELIVERY NON-LABOR [7]																45,609	$ 0.98	$ 44,715.00
ORGANIZATIONAL TRAINING NON-LABOR [3]			$ -			$ 821,791.00			$ 596,460.00			$ 121,741.00			$ 2,955.00			$ 11,164.00
NON-LABOR SUBTOTAL			***$ 8,790,073.00***			***$ 6,819,641.00***			***$ 5,082,357.00***			***$ 3,790,174.00***			***$ 3,950,648.00***			***$ 4,877,681.75***
TOTAL	**226,725**	**$ 84.94**	**$ 19,257,604.00**	**210,546**	**$ 86.61**	**$ 18,236,186.00**	**200,815**	**$ 82.93**	**$ 16,653,637.00**	**177,398**	**$ 86.04**	**$ 15,263,226.00**	**309,323**	**$ 51.16**	**$ 15,823,847.00**	**223,187**	**$ 87.64**	**$ 19,559,311.75**

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION
2018-2023

(2022 CONSTANT $)

COST ELEMENT	2018 Quantity [4]	2018 Average Rate [5]	2018 Recorded	2019 Quantity [4]	2019 Average Rate [5]	2019 Recorded	2020 Quantity [4]	2020 Average Rate [5]	2020 Recorded	2021 Quantity [4]	2021 Average Rate [5]	2021 Recorded	2022 Quantity [4]	2022 Average Rate [5]	2022 Recorded	2023 Quantity [4]	2023 Average Rate [5]	2023 Recorded
LABOR	246,912	$82.08	$ 20,265,831.00	248,405	$80.92	$ 20,099,891.00	164,197	$72.04	$ 11,829,329.00	267,110	$60.56	$ 16,175,060.00	289,828	$56.98	$ 16,513,029.00	382,385	$61.28	$ 23,431,289.31
SAFETY TRAINING SEAT TIME LABOR [7]																9,514	$88.77	$ 844,555.68
ORGANIZATIONAL TRAINING LABOR [3]			$ 1,403,593.00			$ 2,686,232.00			$ 1,869,431.00			$ 1,573,557.00			$ 1,383,971.00			$ 2,257,321.43
LABOR SUBTOTAL			***$ 21,669,424.00***			***$ 22,786,123.00***			***$ 13,698,760.00***			***$ 17,748,617.00***			***$ 17,897,000.00***			***$ 26,533,166.42***
NON-LABOR [6]	20,265,831	19%	$ 3,946,234.00	20,099,891	20%	$ 3,982,067.00	11,829,329	19%	$ 2,298,606.00	16,175,060	11%	$ 1,765,839.00	16,513,029	18%	$ 2,969,510.00	23,431,289	19%	$ 4,546,014.03
SAFETY TRAINING SEAT TIME NON-LABOR [7]																		$ 446.07
ORGANIZATIONAL TRAINING NON-LABOR [3]			$ 1,781,845.00			$ 1,793,551.00			$ 370,742.00			$ 397,238.00			$ 367,998.00			$ 766,140.64
NON-LABOR SUBTOTAL			***$ 5,728,079.00***			***$ 5,775,618.00***			***$ 2,669,348.00***			***$ 2,163,077.00***			***$ 3,337,508.00***			***$ 5,312,600.74***
TOTAL			**$ 27,397,503.00**			**$ 28,561,741.00**			**$ 16,368,108.00**			**$ 19,911,694.00**			**$ 21,234,508.00**			**$ 31,845,767.15**

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FOOTNOTES

1. Unit quantity type varies depending on activity and item. Labor costs are based on personnel hours. Materials include volume of materials and facility supplies. Contract expenses include goods/services provided by vendor delivery and certification expenses. Other expenses include monthly or occurrence-based volume of lodging, catering, employee expenses or facility fees (i.e., janitorial, city fees, DMV renewal)

2. Average rate type varies depending on the activity. The historical labor rate is a simple average of recorded delivery hours to total costs recorded. It is not reflective of an actual labor rate, which varies by each individual course and each individual employee that has facilitated training delivery. Materials are a simple average against total cost and are not reflective of actual rates charged, which are specific to various items such as cost of materials, monthly expenses, or equipment rental and repair. Contract rates are a simple average against total cost and the individual agreed upon between SCE and the supplier for the various goods/services provided. Other rates are a simple average against total cost and vary by individual course and individual employee expenses such as lodging, travel and meals.

3. Organizational training dollars are associated within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum.

4. Seat Time labor quantities are student learning hours as a function of the course duration (i.e., A single 8- hour course with 10 students will have total seat time cost of 80 hours of training). Non-Labor quantity is the non-labor costs charged to attend core technical T&D Training courses such as mileage, lodging, and travel.

5. The historical labor rate is a simple average of recorded training completion hours to total costs recorded. It is not reflective of an actual labor rate, which varies by each individual course and each individual employee that has attended training.

6. The historical non-labor rate varies by each individual course and student non-labor expenses aggregated at the total level as a function of total labor recorded.

7. Refer to SCE-06. Vol. 06, and Part III, Safety Programs

Appendix B

Employee Benefits, Training, & Support Workpapers

Appendix B
2025 General Rate Case
Index of Workpapers
SCE-17, Vol. 03 – Employee Benefits, Training & Support

Workpapers	PAGE
WP SCE-06, Vol. 4, Book A, pp. 43-44, 2022 PwC Saratoga Human Capital Effectiveness Benchmarking Survey	B1 – B2
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STIP Recorded Costs by Employee Type	B12
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Executive Separations 2018-2022	B18
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Workpaper Title:

2022 PwC Saratoga Human Capital Effectiveness Benchmarking Survey

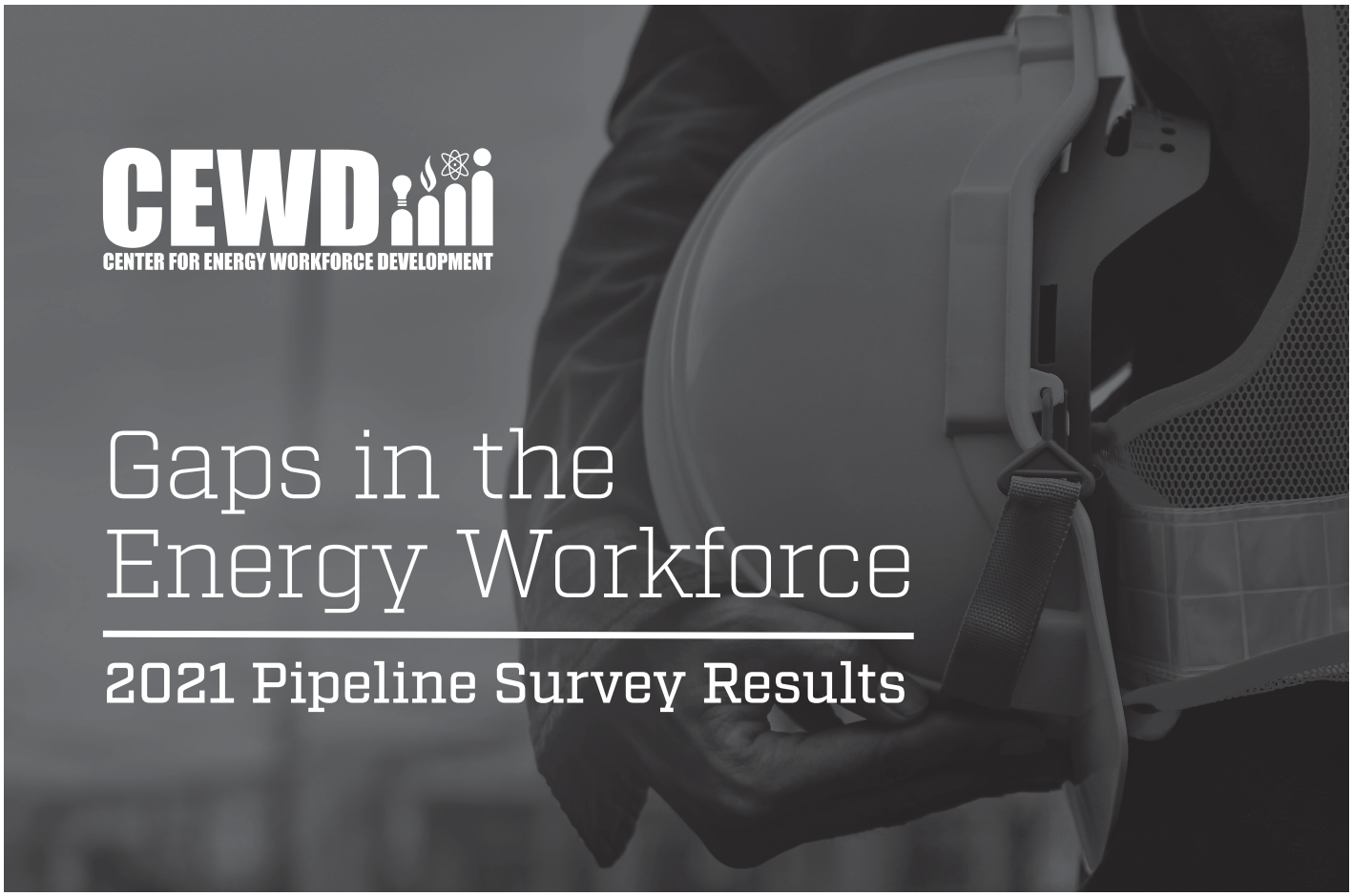
WP SCE-06, Vol.04 - PwC Saratoga Human Capital Effectiveness Benchmarking Survey

Benchmark Group	Year / Quarter	Peer Group
US	2021	5 Selected

Metric	Metric Definition	Metric Formula	Year / Qua	Peer Group	N	10th	25th	Median	75th	90th	PwC Guide
Organizational Structure | HR Subfunctions											
Field HR & Generalist FTE Ratio	Number of FTE employees supported by each Field HR & Generalist FTE	FTE / Field HR & Generalist FTE	2021	All	128	232	357	613	1,127	2,891	Median
			2021	Company Size: 10,001 - 25,000	33	264	446	665	1,147	2,115	Median
			2021	Industry: Utilities	6	109	264	398	668	928	Median
			2021	Industry: Technology	5	65	244	714	1,587	1,978	Median
			2021	Revenue Size: 1 billion+ to 10 billion	80	219	357	612	1,101	2,505	Median

Workpaper Title:

Gaps in the Energy Workforce



Overview

In 2021, the Center for Energy Workforce Development (CEWD) conducted the ninth Gaps in the Energy Workforce Pipeline survey. This survey has been conducted bi-annually for the past 15 years to help analyze the changes occurring in the workforce within the energy sector.

Initially, the first survey results showed an aging workforce and the potential for significant retirements in the 10 years following that research. Coupled with a lack of talent supply, these forecasts compelled the CEWD strategic mission to build talent supply pathways for critical jobs in partnership with energy companies, educators, and other community entities. In the most recent surveys, results show that the size of the workforce has stabilized, and the focus is now on the composition of the workforce in terms of skills and diversity, as well as improving retention of the existing energy workers.

As in previous surveys, CEWD focused the 2021 analysis on four key job categories: Lineworkers, Technicians, Plant/Field Operators, and Engineers. In addition, following the expected growth of the renewable sector, a Renewable Technician role was added in the category of key jobs. This is the first survey where a renewable category with occupation breakdown is included, therefore, no comparisons can be made to past results. However, the baseline data will support future comparative insights.

It is important to mention some differences from this survey cycle to the previous one. First, there was a drop in participation due to member and work processes. There were approximately 32% fewer participating companies overall when compared to the previous cycle, with some members abstaining from participating given staffing shortages and the loss of some employees who had previously overseen completing the survey. This drop in participation also has an impact on the results, especially when comparing them to previous cycles.

In addition, the global pandemic affected the employment levels nationally and the ability to forecast, especially when looking at attrition and retirement. It should be noted, other industry sectors have experienced similar situational anomalies in the inability to forecast anticipated hiring demand. We expect the difficulty to forecast will be temporary and that in future cycles, more accurate predictions can be provided.

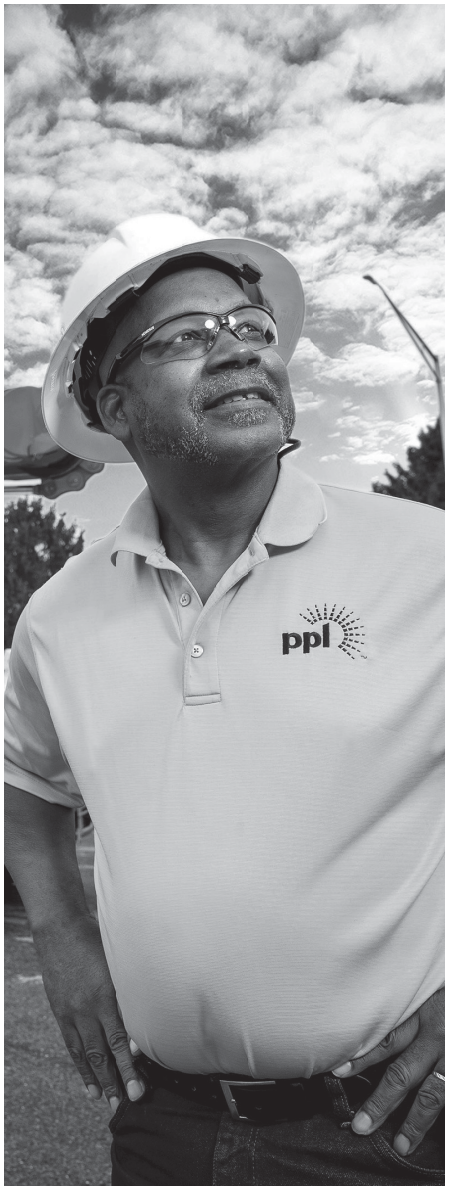
Despite these variables that have created some differing values than previous survey cycles, the results of the 2021 Gaps in the Energy Workforce Pipeline Survey still provide a valuable glimpse on the state of the workforce, especially its composition and the overall trends the industry is following.

The five key job categories included in the data analysis, now comprise 32% of the total utility workforce and are critical for the generation, transmission and distribution of electricity and natural gas across the country. The remaining 68% is comprised of corporate service departments including Human Resources, Customer Service, Finance, Information Technology, as well as other occupations essential for the sector.

The survey findings are based on the responses from electric and natural gas energy companies across the United States that are members of CEWD. The data provided by participating companies included information on age, years of service, hires and attrition, along with information on the diversity and veteran composition of the workforce. Looking to get a better understanding of the industry's diversity, we also added a "persons with disabilities" section in this survey but received little data.

THE FIVE KEY FINDINGS FROM THE SURVEY ARE:

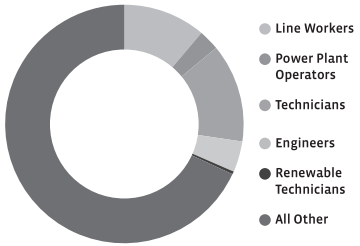
- The size of the energy workforce remains stable since the previous survey.
- The energy workforce continues to get younger.
- Retirement attrition has reached its lowest level since 2014.
- Non-retirement attrition increased specifically amongst younger workers.
- There was a slight increase in women and minority hiring, while there was a decrease in veteran hiring, which follows the national trend.



THE SIZE OF THE WORKFORCE IS UNCHANGED

Although the size of the energy workforce has fluctuated upwards and downwards over time, the 2021 survey shows almost no change from the previous survey, having seen only a 0.2% decrease, which indicates a relative stabilization of the size of the utility sector. The industry is composed of approximately 613,623 employees spread across all three types of utilities: Investor-Owned Utilities, Public Power and Rural Electric Cooperatives. Based on these survey responses, these energy businesses represent 72.6%, 1.4% and 26% of the workforce, respectively. It should be noted, utilities comprise about 10% of the energy industry workforce, estimated to include approximately six million total employees.

While we can say the size of the workforce remains unchanged over the past few years, its composition has varied a little. The number of key jobs decreased slightly in comparison to the last survey cycle. While in the 2019 survey, key jobs represented 45% of the workforce, for this survey they represent 32%. It is important to keep in mind that not all companies that participated in the last cycle participated in this one, thus, this difference might be smaller if we consider all previous participants as well.



The number of Lineworkers, Power Plant Operators and Engineers all saw a decrease of approximately 4% each in the number of workers in comparison to the last survey. Technicians were the key job that experienced the smallest change, having seen only a 2% decrease when compared to the last cycle. On the other hand, there was a considerable change in the corporate services employment, representing 65% of the workforce in 2019 to 81% in 2021.

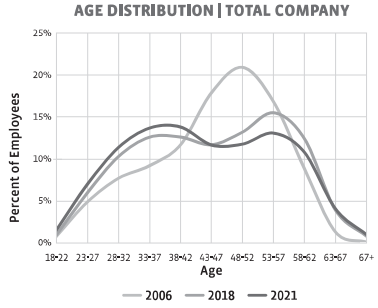
As mentioned previously, Renewable Technicians were included for the first time as a key job within the sector. Representing just 1% of the workforce, they are a small percentage of employment; however, we can expect an increase in the upcoming years, with the renewable energy sector projected to experience the greatest increase in jobs of all sectors (which include Transmission and Distribution, Non-Nuclear Generation, Natural Gas and Nuclear Energy). This is, in part, due to efforts in promoting sustainable and clean energy.

THE WORKFORCE CONTINUES TO GROW YOUNGER

Since 2006, when CEWD first began to measure workforce age, the industry has seen a consistent progression towards a younger workforce. With a focus on the creation of energy education pathways in high schools, community colleges and universities, companies have seen an improvement in size and capability in the talent pool for recruiting and hiring into these high-skill positions.

Jobs such as Lineworkers, Skilled Technicians, and Plant Operators generally require some level of postsecondary education prior to hire, and companies have made considerable progress in partnering with education providers and workforce systems to develop education that leads to the competencies needed for these high-skilled, high-paying careers.

We can see a change in the distribution of the age curve from the 2021 survey when compared to previous years. While in the first survey in 2006, we saw an older population, the 2018 survey continued to show a younger population within the sector, but still with a considerable population in the age ranges 53 and higher.



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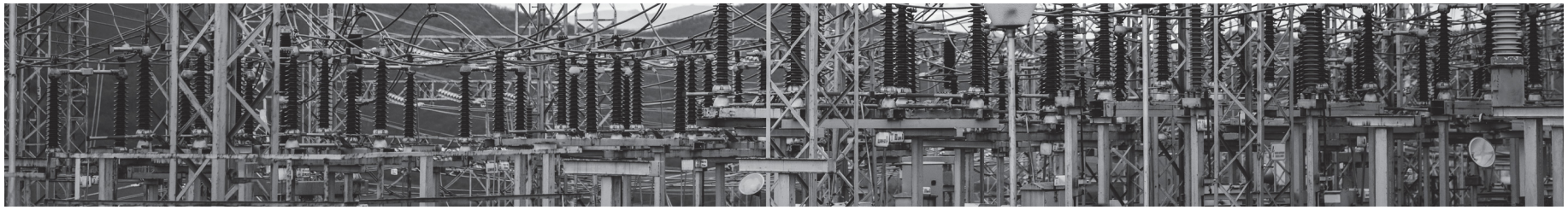
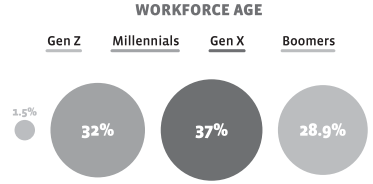
B5



In the 2021 survey, we can see a considerable increase in the younger populations within the energy workforce. For this survey, Electric Cooperatives show the youngest workforce, with 16% of their employees under the age of 32. On the other side of the age ranges, Investor-Owned Utilities have the largest population of workers older than 53, representing 29.8% of their workforce.



When looking at the key jobs, the youngest workforce belongs to the Renewable Technicians, where 43% of the workers are under 32. This demographic is attributed to the fact that the renewable sector is a newer sector and occupations typically associated with these jobs have a more current educational pipeline, thus attracting younger workers. Engineers follow them, where 25% of the population is younger than 32.

On the other hand, Power Plant Operators have one of the oldest workforces, with only 15% of their employees younger than 32. Of the workforce in these positions, 12% of is older than 53. They are followed by Lineworkers, where 11% of their employees are older than 53.

Survey respondents reported an increase in hiring during 2019, followed by a decrease in hiring in the year of 2020, which aligns with most industries in the country that year, considering the global health crisis and the instabilities it created across the economy. Considering this, companies were reluctant to provide projections for hiring until there is a more stable situation. The same can be said for attrition and retirement projections.

RETIREMENTS ARE DECREASING FOR THE INDUSTRY AS A WHOLE

Retirement forecasts (a combination of age and years of service) and the low non-retirement attrition of prior years had contributed to a retirement bubble in the past. Although retirements have been considerable in the past, overall retirements have been on a decreasing trend as of the last survey cycles. Currently, workers that can retire now represent 11% of the workforce, the lowest percentage since 2012.

The same goes for workers able to retire in 1-5 years and 6-10 years, which represent 9.7% and 10.4% respectively. If compared to the last survey's results, workers able to retire in 1-5 and 6-10 years represented 12% in each of the populations. It is expected that, the younger the workforce gets, this trend will continue to be seen.

The same trend seen for the companies can be found in the composition of key jobs as well. Workers that can retire right now represent 10.2% of the workforce, the lowest percentage since 2012. As for those workers who could potentially retire in 1-5 years and 6-10 years, those are projected to be the lowest values since 2012 as well, representing 9.1% and 8.5% respectively. When compared to the 2019 values, where 12% for each of the populations was expected to retire within that time, we can see there was a considerable change.

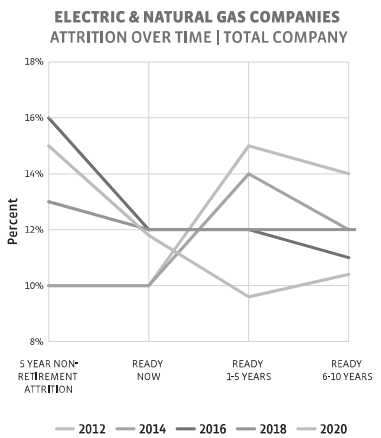
Overall, Renewable Technicians have the lowest percentage of potential retirements over the next 10 years (2.8%) and the lowest percentage of employees ready to retire at any time (2.4%). This makes sense since their workforce is the youngest of all the key jobs.

Plant/Field Operators and Engineers however will see potential retirements over the next 10 years of 33.6% and 26.6% respectively. We found Technicians have the highest potential to "retire now" at 12.2% with 28.6% retirement potential over the next 10 years.

For the key jobs in the nuclear sector, the five-year projection of retirement and non-retirement attrition is higher than for the key jobs, with 5-year non-retirement attrition ranging between 14% and 18% and the retirement ranging between 20% to 31%.

NON-RETIREMENT ATTRITION FORECASTS HAVE INCREASED

Although energy companies have historically had lower attrition rates than other industries, non-retirement attrition has been rising within the key jobs since 2012. The five-year non-retirement attrition averages within the key jobs is around 15.4%. Although there was a slight increase in comparison to the last survey, this was to be expected considering the pandemic that affected the nation. Despite this, industry companies should look at the overall trend and focus on retention strategies based on demographics, age, and race.



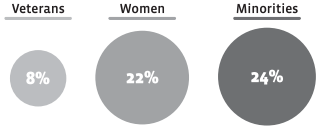
Survey respondents have indicated that 64% of the total company non-retirement attrition occurs within the first 5 years of employment. The percentage varies amongst job categories, but it is significant enough to focus on retention efforts and strategies for the new hires. The highest turnover occurs amongst the youngest age groups, with 60% of the non-retirement attrition coming in the 23-37 age range.

Considering the high costs of hiring and training for the new workers as well as the time invested in said training, this high turnover can represent a significant high expense for companies and a reduction in the return on investment on building a talent pipeline. Creating strategies to promote retention becomes essential considering this information.

COMPOSITION

When building the talent pipeline, energy companies are focusing not only on the numbers in talent supply, but on the diversity of that pipeline as well. The age of new employees continues to decrease, and companies are implementing strategies to change the diversity of the employee population as well. This diversity, whether through the hiring of minorities, veterans, women, or those with differing abilities, strengthens businesses and promotes economic prosperity in the regions companies serve.

ELECTRIC & NATURAL GAS COMPANIES
WORKFORCE COMPOSITION



Energy companies have made a conscious effort to attract, hire and retain military veterans, supported by initiatives such as Troops to Energy Jobs and Veterans in Energy (VIE). Nine years ago, the industry launched the Troops to Energy Jobs initiative to match existing military service professionals and veterans from all branches to our job demands for the future.

The percentage of veterans in the employee population can vary greatly from company to company, but overall, they represent approximately 8% of the population, according to the 2021 survey.

While this value is lower than the last cycle, where veterans represented 9.6% of the population, it should be noted the percentage of veterans in the national workforce is decreasing and now stands at 5.3%. Continuing to attract the veteran population should be a focused effort by companies.

The diversity composition of the workforce continues to evolve as well. Women now comprise 22% of the workforce, slightly lower than the last cycle. This may be because women were heavily affected during the world health crisis, with many having left their jobs to stay at home and care for their families[1].

[1] *https://www.census.gov/library/stories/2021/03/moms-work-and-the-pandemic.html*

Minorities represent 24% of the workforce, which is an increase from the last survey. This can point to the fact that the focus on increasing the diversity of the workforce through broadened recruitment priorities and inclusion initiatives have been helpful in supporting workforce diversify. The strategies taken by energy companies, whether with elementary schools to attract more girls into engineering or specialized bootcamps for underrepresented communities for entry into a variety of apprenticeships has helped increase the diversity of education pathways, hiring and retention of a diverse population is ensuring employee populations more closely reflect the communities they serve. CEWD will continue to support the industry's efforts in this area, through the formation of partnerships with minority serving organizations and the development of an industry-wide DE&I Roadmap for Change that is being developed in collaboration with the organization's partner associations.

INDUSTRY WORKFORCE DEMAND

In 2021, the number of potential replacements for retirements and non-retirement attrition for the key jobs were forecasted to be 44,000 employees over the next five years. This includes Lineworkers, Technicians, Plant/Field Operators, Renewable Technicians, and Engineers. Over the same period, the number of critical nuclear jobs that may need to be replaced has been identified as approximately 15,000.

Key jobs are not the only area where utilities will be replacing employees, however. The forecast for workers in corporate and other field positions is estimated at approximately 94,000. This includes related positions in each of these sectors; Human Resources, Information Technology, Customer Service, Management, Physical and Cyber Security and other positions in operations outside of the five key jobs. CEWD continues to expand the focus on these positions with particular consideration to the impact of technology and new sources of generation.

This demand for employees will be filled from a variety of resources. Many of the positions will be filled by students graduating from schools in the National Energy Education System (NEEN). NEEN is a consortium of high schools, community colleges, technical centers, and universities, which have partnered with CEWD members to build education pathways that lead to skills and competencies needed for the future. Other positions will be filled by military veterans, transitioning workers from other industries or the internal pipeline of employees as they transition into jobs with evolving technologies and new sources of generation.

POTENTIAL REPLACEMENTS BY 2026	
Lineworkers	16,750
Technicians	17,000
Plant/Field Operators	3,500
Engineers	6,500
Renewable Technicians	250
Nuclear	15,000
Other Corporate and Field Positions	94,000

The energy industry continues to undergo a significant transition with the game-changing impacts of technology, social trends, infrastructure modernization, changing customer demands and the move towards clean energy. These changes also drive the need for innovation, adaptability, and new skills in the workforce, and the energy industry is working together through CEWD to meet the workforce needs of today and of the future.

RECOMMENDATIONS

Specific recommendations for building sustainable energy workforce pipelines include:

- Expand Career Awareness initiatives to build awareness of energy careers among youth, low-income students, women, military and transitioning workers. Most every sector is challenged to attract the talent they need. The energy industry is no exception. Our messaging must connect with current and future career explorers to attract the best and brightest to the field. Companies will be well-served to examine how they are presenting themselves to those unfamiliar with energy career opportunities, especially tomorrow's workforce that has key priorities in their career considerations. Further, the energy sector must work in a unified fashion to create stronger visibility about industry opportunities.
- Build diversity, equity, and inclusion into workforce pathways at every step. The energy industry has prioritized DE&I initiatives for many years and must continue to drive change in this space to ensure our workforce reflects the communities and customers served. From recruitment strategies to prioritizing retention initiatives, leaders will continue to build business plans that seek change. This is not a "nice to have" objective; it is essential for business success. Again, the industry must work in collaboration to become a more diverse, equitable, and inclusive workforce.
- Implement company-specific workforce development strategies, with a commitment to strategic workforce planning. With increasingly technical jobs in the industry, preparing for tomorrow's workforce cannot be left to chance or last-minute adjustments. Workforce planning must be a business imperative, prioritized at the highest levels. Industry companies that are not focused on workforce development or strategic workforce planning will be well served to look to leadership from industry peers and other business sectors for guidance.
- Companies must set clear career pathways for growth within the company, to reduce turnover within the first 5 years. They should also understand the full spectrum of factors that cause attrition to ensure appropriate response plans. For instance, company culture, practices of inclusion, modernized training, work practices consistent with other industries, technology considerations must all be evaluated.
- Support State Energy Workforce Consortia to build partnerships between energy employers and local education, labor, and government entities to develop secondary and postsecondary programs specific to skilled energy positions. It will be important for industry leaders to understand the Knowledge, Skills, and Abilities of the future workforce and communicate those to community-based partners responsible for educating, training, and upskilling the workforce. The industry will be well served to have easily accessible curriculum available to share with educators, so it is easy for them to prioritize energy education.
- Considering the Renewable Energy sector is projected to grow considerably in the upcoming years, focusing training programs for occupations tied related to the sector will be essential to meet the demand.

SURVEY METHODOLOGY

The Gaps in the Energy Workforce Pipeline Survey was sent to members of the Center for Energy Workforce Development asking them to provide data on actual and forecasted hires and attrition (both retirement and other attrition), age and years of service of the current workforce, number of employees in specific positions (Lineworkers, Technicians, Plant Operators, Renewable Technicians and Engineers), and total number of employees. Nuclear companies outside of CEWD were also invited to complete the survey, thanks to support from the Nuclear Energy Institute. The survey was administered by CEWD, and all company data is confidential.

For the first time, contractor data was collected and analyzed, as a way of understanding the state of the workforce of a sector that plays an essential role to the industry. Their results are not included within this summary, but separate reports and statistics were provided to those companies.

Electric and natural gas utilities from across the country responded to the survey. Information on electric cooperatives was provided by the National Rural Electric Cooperative Association (NRECA). The companies who responded to the survey collectively represent approximately half of the total electric and natural gas utility workforce and 81% of the industry's nuclear utilities.

Members of CEWD may view additional survey details at www.cewd.org.

Workpaper Title:

2023 SCE Goals

2023 SOUTHERN CALIFORNIA EDISON GOALS

SOUTHERN CALIFORNIA EDISON®

Goal Category	Target Score[1] Goal Category	Goal & Success Measure	Goals and Representative Success Measures
Overarching Goals Framework	See footnote[2] below		• The goals will be achieved while living the Company's values, which include safety • Safety and compliance are foundational and events such as fatalities or significant non-compliance issues can result in meaningful reduction or full elimination of short-term incentive compensation
Safety and Resiliency	55	10	• Employee Safety: Make significant progress toward eliminating serious injuries and fatalities (SIF)
		5	○ Reduce Employee Edison Electric Institute (EEI) SIF Rate ≤ 0.090, **0.075**, 0.060
		3	○ Reduce Employee Days Away, Restrictions, and Transfer (DART) Rate ≤ 1.15, **1.00**, 0.85
		2	○ Percentage increase in number of observations of employees in high-hazard occupations[3] that include either opportunities for improvement (OI) or recognition ≥ 100%, **200%**, 300%
		30	• Public Safety & Wildfire Resiliency: Reduce risk of public injuries and catastrophic wildfires related to our electric infrastructure by executing our Wildfire Mitigation Plan (WMP) and programs
		6	○ CPUC reportable ignitions in High Fire Risk Areas (HFRA) ≤ 47, **39**, 31
		6	○ Covered Conductor: Install ≥ 1,100, **1,200**, 1,300 circuit miles
		6	○ Overhead Inspections: Complete ground and aerial HFRA inspection scope and remediate ≥ 60%, **70%**, 80% of P2 findings 30 days before compliance due date
		6	○ Vegetation Line Clearing: Execute ≥ 79%, **84%**, 89% of trims within planned schedule to support compliance with GO 95 requirements
		6	○ Improve PSPS customer notifications[4]: Percentage of customers receiving at least one notification prior to de-energization[5] ≥ 96%, **98%**, 100%; Percentage of customers receiving notifications once de-energization is initiated[6] ≥ 96%, **98%**, 100%
		5	• Cybersecurity: Maintain effective controls to prevent and mitigate significant disruptions, data breach, or system failure
		3	○ Mature enterprise-wide phishing program as measured by simulation exercise click rate ≤ 3.5%, **2.5%**, 1.5%
		2	○ Mature enterprise-wide phishing program as measured by simulation exercise reporting rate ≥ 31%, **36%**, 41%
		5	• Quality: Sustain execution quality in operations ○ Sustain quality performance in key programs: Quality conformance index ≥ 87%, **91%**, 95%
		5	• Capital Deployment: Execute grid, technology, electrification, and other improvements to deliver safe, reliable, clean, and affordable energy for customers ○ Achieve CPUC and FERC jurisdictional capital improvement plan execution, consistent with appropriate regulatory direction
Performance Management and Operational Excellence	45	25	• Achieve SCE core earnings target
		4	• Reliability: Improve reliability performance for repair outages ○ Achieve System Average Interruption Duration Index (SAIDI), Repair ≤ 110, **98**, 86 minutes
		4	• Diversity, Equity and Inclusion (DEI): Improve OU accountability for employee diversity, equity and inclusion and sustain a diverse supplier base
		2	○ Implement OU DEI action plans measured by milestone completion index ≥ 90%, **95%**, 100%
		2	○ Achieve Diverse Business Enterprise (DBE) spend ≥ 32%, **35%**, 38%
		4	• Clean Energy Transition: Advance electric technology adoption to enable emissions reductions across economic sectors ○ Advance SCE's clean energy pathway objectives ▪ Transportation Electrification (TE) charging port installations ≥ 1,600, **2,000**, 2,400 and medium/heavy duty electric vehicle conversions ≥ 495, **620**, 745 ▪ Building Electrification (BE) heat pump installs ≥ 3,850, **5,500**, 7,150
		4	• Customer Experience: Improve customer experience with targeted interactions ○ Achieve Billing and Payment (B&P) and Outage Net Score Index ≥ 5, **14**, 23
		4	• Operational Excellence: Execute continuous improvement efforts for Catalyst Program ○ Implement ≥ 85%, **100%**, 115% of planned improvement projects
Total:	**100**	**100**	

[1] The potential score for each goal category, goal, and success measure (other than Overarching Goals Framework, which is discussed in footnote[2] below) ranges from zero to twice the target score for the goal category, goal, and success measure. The potential total score is from zero to 200.

(2) The Compensation Committee established certain safety and compliance values that it views as “foundational.” The Committee can eliminate up to 100% of the annual incentive awards based on the outcomes in this category.
(3) High-hazard occupations defined as all job titles included in the following OUs and/or departments: Distribution, Transmission, Substation Construction & Maintenance, Grid Operations, Generation, Transportation Services, and Supply Chain. Opportunities for Improvement include recommendations for how work can be performed more safely.
(4) Measure excludes customers: (1) with inaccurate or missing contact information, and (2) impacted by rapid weather changes.
(5) Counts customers who receive at least one notification (72 hour, 48-24 hour, or imminent) prior to being PSPS de-energized.
(6) Includes de-energization confirmation, prepare for restoration, and confirmation of restoration notifications.

2022 Recorded			
Employee Type	**Total EE Count**	**Sum of Payout $**	
Represented	4119	$	29,119,045
Non-Exempt	2378	$	7,021,544
Exempt Grade 6	1	$	-
Exempt Grades 8-12	1691	$	13,817,259
Exempt Grades 13-18	4696	$	110,857,218
Exempt Grades 51-56	801	$	13,340,443
Exempt Grade 95	8	$	66,415
Executive Non-Officers	99	$	7,775,836
All	13793	$	181,997,760

O&M Detail for STIP

2025 GRC Summary

(Constant 2022 $000)

Beginning of Workpapers for:

Exhibit:	SCE-06 Enterprise Support
Volume:	4 - Employee Benefits, Training & Support
Business Planning Element:	Employee Benefits & Programs
Activity:	Short-Term Incentive Program - A&G
Witness:	Sergey Traktenberg

Cost Type	Recorded/Adj. 2022	Forecast 2025
Labor	75,001	63,058
Non-Labor	0	0
Other	0	0
Total	**75,001**	**63,058**

Due to rounding, totals may not tie to individual items.

Description of Activity:
This activity presents costs associated with Short Term Incentive Program (STIP) and Executive Incentive Compensation Plan (EIC) for executives who are not officers.

2025 GRC Summary

(Constant 2022 $000)

Beginning of Workpapers for:

Exhibit:	SCE-06 Enterprise Support
Volume:	4 - Employee Benefits, Training & Support
Business Planning Element:	Employee Benefits & Programs
Activity:	Short-Term Incentive Program - Customer Service
Witness:	Sergey Traktenberg

Cost Type	Recorded/Adj. 2022	Forecast 2025
Labor	17,887	12,567
Non-Labor	0	0
Other	0	0
Total	**17,887**	**12,567**

Due to rounding, totals may not tie to individual items.

Description of Activity:
This activity presents costs associated with Short Term Incentive Program (STIP) and Executive Incentive Compensation Plan (EIC) for executives who are not officers.

2025 GRC Summary

(Constant 2022 $000)

Beginning of Workpapers for:

Exhibit:	SCE-06 Enterprise Support
Volume:	4 - Employee Benefits, Training & Support
Business Planning Element:	Employee Benefits & Programs
Activity:	Short-Term Incentive Program - Generation
Witness:	Sergey Traktenberg

Cost Type	Recorded/Adj. 2022	Forecast 2025
Labor	8,361	4,881
Non-Labor	0	0
Other	0	0
Total	**8,361**	**4,881**

Due to rounding, totals may not tie to individual items.

Description of Activity:
This activity presents costs associated with Short Term Incentive Program (STIP) and Executive Incentive Compensation Plan (EIC) for executives who are not officers.

2025 GRC Summary

(Constant 2022 $000)

Beginning of Workpapers for:

Exhibit:	SCE-06 Enterprise Support
Volume:	4 - Employee Benefits, Training & Support
Business Planning Element:	Employee Benefits & Programs
Activity:	Short-Term Incentive Program - Transmission & Distribution
Witness:	Sergey Traktenberg

Cost Type	Recorded/Adj. 2022	Forecast 2025
Labor	80,749	34,680
Non-Labor	0	0
Other	0	0
Total	**80,749**	**34,680**

Due to rounding, totals may not tie to individual items.

Description of Activity:
This activity presents costs associated with Short Term Incentive Program (STIP) and Executive Incentive Compensation Plan (EIC) for executives who are not officers.

Executive Separations for 2018 - 2022

Officer Separations

Separation Type	2018	2019	2020	2021	2022	Grand Total	% of Separation	Weighted Average
Involuntary	2	1			1	4	17%	4%
Separation - Other		1				1	4%	1%
Voluntary		1	2	2		5	21%	6%
Retirement	2	3	2	2	4	14	58%	16%
Grand Total	**4**	**6**	**4**	**4**	**5**	**24**	**100%**	**27%**

Non-Officer Executive Separations

Separation Type	2018	2019	2020	2021	2022	Grand Total	% of Separation	Weighted Average
Involuntary	9	4	1	2	2	18	28%	20%
Separation - Other			2	1		3	5%	3%
Voluntary		4	1	5	2	12	18%	13%
Retirement	7	7	4	5	9	32	49%	36%
Grand Total	**16**	**15**	**8**	**13**	**13**	**65**	**100%**	**73%**

Workpaper Title:

Pension Service & Non-Service Cost Allocation

Southern California Edison Company Retirement Plan
Service Cost / Non-Service Cost Allocation of Rate Recovery Amount

		2025
1.	Service Cost	$ 79,660,000
2.	Adjustment for SONGS	(524,000)
3.	Adjustment for SB 901	(50,000)
4.	Net Service Cost	79,086,000
5.	Non-Service Cost	(34,167,000)
6.	Adjustment for SONGS	0
7.	Adjustment for SB 901	15,000
8.	Net Non-Service Cost	(34,152,000)
	Rate Recovery Amount: (4. + 8.)	**$ 44,934,000**

Southern California Edison Company Retirement Plan
Determination of Rate Recovery Amount
For Years 2023 - 2032

	Projected Rate Recovery Amount									
	2023	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
1. Funding policy contribution assuming quarterly payment [1]	$ 6,452,000	$ 13,025,000	$ 46,914,000	$ 46,475,000	$ 46,475,000	$ 46,475,000	$ 37,632,000	$ 37,632,000	$ 37,622,000	$ 37,397,000
2. Book reserve amortization included in funding policy contribution	1,900,000	1,900,000	1,797,000	1,358,000	1,358,000	1,358,000	1,358,000	1,358,000	1,348,000	1,123,000
3. Interest on book reserves	714,000	642,000	466,000	396,000	347,000	295,000	240,000	183,000	122,000	58,000
4. Adjustment for SONGS [2]	(13,000)	(61,000)	(625,000)	(550,000)	(485,000)	(437,000)	(392,000)	(350,000)	(317,000)	(287,000)
5. Adjustment for executives [3]	(2,000)	(5,000)	(38,000)	(36,000)	(34,000)	(32,000)	(31,000)	(27,000)	(24,000)	(19,000)
6. Total adjustments (3. + 4. + 5.)	699,000	576,000	(197,000)	(190,000)	(172,000)	(174,000)	(183,000)	(194,000)	(219,000)	(248,000)
7. Average adjustments over rate cycle [4]			(183,000)	(183,000)	(183,000)	(183,000)	(211,000)	(211,000)	(211,000)	(211,000)
8. Rate recovery amount (1. - 2. + 6. or 7.)	$ 5,251,000	$ 11,701,000	$ 44,934,000	$ 44,934,000	$ 44,934,000	$ 44,934,000	$ 36,063,000	$ 36,063,000	$ 36,063,000	$ 36,063,000

See attached projections from Willis Towers Watson

[1] New funding policy starting in 2025, Utility only. See Exhibit 2B, E.2
[2] Funding policy normal cost before 2025; PBO service cost after 2024.
[3] Rate recovery allowance allocated to Rule 3b-7 officers based on present value of future benefits before 2025; Service cost for each officer plus other components of rate recovery allowance allocated to the officers based on PBO after 2024.
[4] Starting in 2025 with new funding policy, adjustment fixed through rate cycle period.

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Southern California Edison Company Retirement Plan
General Rate Case Forecast
Forecast of Projected ASC Accounting Costs and Contributions

Assumptions and Methodology

Key Assumptions	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
ASC 715 Discount rate	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%
Interest rate for funding policy contribution	6.50%	6.50%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%
PPA Effective Interest Rate	5.19%	5.09%	5.35%	5.29%	5.25%	5.21%	5.19%	5.19%	5.28%	5.28%
Expected Return for Determining ASC 715 Benefit Cost	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%
Assumed Return for PPA asset smoothing	5.74%	5.59%	5.49%	5.40%	5.28%	5.18%	5.11%	5.11%	5.11%	5.11%
Salary Scale	Age Based	Age Based	Age Based	Age Based	Age Based	Age Based	Age Based	Age Based	Age Based	Age Based
Cash Balance Crediting Rate										
Market-Based (Funding policy 2025+ and ASC 715)	5.86%	5.86%	5.86%	5.86%	5.86%	5.86%	5.86%	5.86%	5.86%	5.86%
Long-term (Funding policy through 2024 and PPA)	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%
Lump sum conversion interest rate										
Funding policy contribution and ASC 715	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%
PPA minimum required contribution	Segment Rates	Segment Rates	Segment Rates	Segment Rates	Segment Rates	Segment Rates	Segment Rates	Segment Rates	Segment Rates	Segment Rates
Pre-retirement Mortality	Pri-2012 employee table (adjusted for collar) with MP-2021 generational projection scale adjusted for Covid-19 in 2022									
Post-retirement Mortality	Pri-2012 retiree/contingent annuitant table (adjusted for collar) with MP-2021 generational projection scale adjusted for Covid-19 in 2022									
Lump Sum Mortality	2022: IRC section 417(e) table for lump sums in 2022 projected using static MP-2021; 2023 and thereafter: IRC section 417(e) table for lump sums in 2023 projected using static MP									
Retirement and Termination Rates	Same as those used for the 2022 year-end disclosures									

Methodology

Pension Funding Rules and Funding Method

- *Based on Pension Protection Act (PPA) updated by the Highway and Transportation Funding Act (HATFA) and Bipartisan Budget Act of 2015, and the American Rescue Plan Act (ARPA), including Infrastructure Investment and Jobs Act (IIJA).*
- *Based on PPA segment rates, September look-back, asset smoothing.*
- *Projected PPA segment rates are based on WTW's PPA Estimator tool as of December 31, 2022. This tool reflects index yield movements to date and the mechanics of the various smoothing mechanisms implicit in IRS segment rate development.*

Assets

- *Reflects unaudited trust information through December 31, 2022.*
- *Assets are projected at the Expected Return for ASC 715 Benefit Cost calculation.*

Data and Demographics

- *January 1, 2022 participant census*

Plan Design

- *Includes all plan changes described with December 31, 2022 disclosure.*

Contribution Policy

- *Before 2025: The annual funding policy normal cost, plus amounts required to amortize certain book reserves, limited to keep plan assets from exceeding the PVB as a result of the contribution, and no less than the minimum required or such amount as required to maintain an 85% AFTAP.*
- *After 2024: Average projected service cost over four years plus an amortization of the PBO deficit over eight years and amounts required to amortize certain book reserves, and reduced by the amount of excess investment return expected. The contribution will remain unchanged throughout the period covered by the GRC, unless it is limited to keep plan assets from exceeding*

Southern California Edison Company Retirement Plan
Additional Projection Details
Exhibit 1: Projected Assets, PBO and Service Cost

	Projected Assets and Liabilities ($thousand)									
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
A. Fair Value of Assets										
1. Utility	3,279,439	3,218,947	3,155,943	3,121,354	3,077,471	3,037,065	3,000,101	2,955,763	2,916,254	2,881,746
2. MWG and HMC	146,609	144,766	142,584	140,155	137,295	134,509	131,791	129,068	126,485	124,046
3. Other Non-Utility	40,541	39,311	37,862	34,407	30,591	26,658	22,594	18,402	14,098	9,671
4. Total	3,466,589	3,403,024	3,336,389	3,295,916	3,245,357	3,198,232	3,154,486	3,103,233	3,056,837	3,015,463
B. Projected Benefit Obligation (PBO)										
1. Utility	3,146,997	3,133,106	3,108,740	3,076,740	3,032,962	2,988,893	2,945,978	2,901,778	2,861,016	2,822,860
2. MWG and HMC	135,817	131,181	126,945	122,866	118,677	114,669	110,486	106,278	101,817	97,319
3. Other Non-Utility	58,822	56,738	54,027	51,289	48,265	46,251	44,083	42,225	39,995	38,104
4. Total	3,341,636	3,321,025	3,289,712	3,250,895	3,199,904	3,149,813	3,100,547	3,050,281	3,002,828	2,958,283
C. PBO Service Cost (at beginning of year) [1]										
1. Utility	90,620	86,881	83,934	81,023	78,190	75,495	72,937	70,482	68,103	65,761
2. MWG and HMC	-	-	-	-	-	-	-	-	-	-
3. Other Non-Utility	539	505	470	431	394	364	331	300	273	249
4. Total	91,159	87,386	84,404	81,454	78,584	75,859	73,268	70,782	68,376	66,010

[1] Includes administrative expense

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Southern California Edison Company Retirement Plan - Utility Only
Additional Projection Details
Exhibit 2A: Projected Funding Policy Contributions

	Projected Funding Policy Contribution ($thousand)									
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
A. Policy Base Amount										
1. Service Cost (with admin expense) [1]	4,378	10,700	83,934	81,023	78,190	75,495	72,937	70,482	68,103	65,761
2. Projected Benefit Obligation	3,146,997	3,133,106	3,108,740	3,076,740	3,032,962	2,988,893	2,945,978	2,901,778	2,861,016	2,822,860
3. Fair value of assets	3,279,439	3,218,947	3,155,943	3,121,354	3,077,471	3,037,065	3,000,101	2,955,763	2,916,254	2,881,746
4. Book reserves	10,990	9,876	8,690	7,393	6,475	5,507	4,487	3,413	2,281	1,088
5. Shortfall (2. - 3. - 4.)			-	-	-	-	-	-	-	-
6. Expected rate of return	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%
7. Discount rate	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%	5.36%
8. Asset risk premium ((6. - 7.) x 3.)			35,978				34,201			
9. 8-year amortization factor			6.712				6.712			
10. Present value of remaining payments							-			
11. Shortfall amortization amount (5. / 9.)			-				-			
12. Shortfall amortization at 1/1/2025			-	-	-	-	-	-	-	-
13. Shortfall amortization at 1/1/2029							-	-	-	-
14. Average Service Cost (with admin expense) [1,2,3]	4,378	10,700	79,660	79,660	79,660	79,660	69,321	69,321	69,321	69,321
15. Asset risk premium offset [3]			(35,978)	(35,978)	(35,978)	(35,978)	(34,201)	(34,201)	(34,201)	(34,201)
16. Shortfall amortization (12. + 13.)			-	-	-	-	-	-	-	-
17. Amortization of book reserves	1,828	1,828	1,740	1,315	1,315	1,315	1,315	1,315	1,306	1,088
18. Base Policy Amount (Sum of 13. to 16.)	6,206	12,528	45,422	44,997	44,997	44,997	36,435	36,435	36,426	36,208

[1] Funding policy normal cost based on current funding policy before 2025.
[2] Average of amounts for the 4-year cycle: (2025 - 2028, and 2029 - 2032)
[3] Starting in 2025, amount calculated at the Test Year, and remains constant throughout the 4-year cycle

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Southern California Edison Company Retirement Plan - Utility Only
Additional Projection Details
Exhibit 2B: Projected Funding Policy Contributions (Continued)

	Projected Funding Policy Contribution ($thousand)									
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
A. Policy Base Amount										
18. Base Policy Amount	6,206	12,528	45,422	44,997	44,997	44,997	36,435	36,435	36,426	36,208
B. Minimum Required Contribution										
1. MRC (Exhibit 3, C.5 - Total plan)	-	-	-	-	-	-	-	-	-	-
2. Utility portion	-	-	-	-	-	-	-	-	-	-
C. 85% AFTAP Minimum										
1. Funding Target Liability at 1/1	3,211,182	3,212,228	3,119,367	3,090,274	3,040,697	2,993,554	2,941,907	2,884,562	2,813,640	2,761,418
2. 85% of 1.	2,729,505	2,730,394	2,651,462	2,626,733	2,584,592	2,544,521	2,500,621	2,451,878	2,391,594	2,347,205
3. Actuarial Value of Assets	3,813,248	3,651,193	3,308,084	3,264,191	3,211,047	3,160,943	3,114,403	3,061,312	3,014,863	2,974,103
4. 85% AFTAP Minimum at the beginning of the year	-	-	-	-	-	-	-	-	-	-
5. Utility portion	-	-	-	-	-	-	-	-	-	-
D. Present Value of Benefit (PVB) Cap [1]										
1. PVB	3,494,100	3,445,758	3,900,466	3,827,635	3,744,323	3,662,813	3,582,944	3,502,909	3,426,239	3,352,980
2. Fair value of assets	3,279,439	3,218,947	3,155,943	3,121,354	3,077,471	3,037,065	3,000,101	2,955,763	2,916,254	2,881,746
3. Book reserves	10,990	9,876	8,690	7,393	6,475	5,507	4,487	3,413	2,281	1,088
4. Maximum contribution (1. - 2. - 3.)	203,671	216,935	735,833	698,888	660,377	620,241	578,356	543,733	507,704	470,146
E. Funding Policy Contribution [2]										
1. Funding policy amount (greater of A.18, B.2, and C.5, not no more than D.4) at beginning of the year	6,206	12,528	45,422	44,997	44,997	44,997	36,435	36,435	36,426	36,208
2. Funding policy amount assuming quarterly payment	6,452	13,025	46,914	46,475	46,475	46,475	37,632	37,632	37,622	37,397

[1] Utility only; PVB based on long-term asset rate of return before 2025 and assumptions used for PBO after 2024.
[2] Utility only; Based on current funding policy before 2025 and proposed funding policy after 2024.

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Southern California Edison Company Retirement Plan
Additional Projection Details
Exhibit 3: Projected Minimum Required Contributions

Projected Minimum Required Contribution ($thousand)

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
A. Funding Shortfall										
1. Effective Interest Rate (EIR)	5.19%	5.09%	5.34%	5.28%	5.25%	5.21%	5.19%	5.19%	5.28%	5.28%
2. Funding Target Liability	3,211,182	3,212,228	3,119,367	3,090,274	3,040,697	2,993,554	2,941,907	2,884,562	2,813,640	2,761,418
3. Actuarial value of assets	3,813,248	3,651,193	3,308,084	3,264,191	3,211,047	3,160,943	3,114,403	3,061,312	3,014,863	2,974,103
4. Prefunding balance	321,252	342,133	364,372	322,372	282,623	245,652	212,115	173,590	145,768	155,243
5. Funding shortfall / (surplus) (2. - [3. -4.])	(280,814)	(96,832)	175,655	148,455	112,273	78,263	39,619	(3,160)	(55,455)	(57,442)
B. Shortfall Amortization Payments										
1. Starting 1/1/2022	-	-	-	-	-	-	-	-	-	-
2. Starting 1/1/2023	-	-	-	-	-	-	-	-	-	-
3. Starting 1/1/2024		-	-	-	-	-	-	-	-	-
4. Starting 1/1/2025			16,380	16,380	16,380	16,380	16,380	-	-	-
5. Starting 1/1/2026				(1,830)	(1,830)	(1,830)	(1,830)	-	-	-
6. Starting 1/1/2027					(2,663)	(2,663)	(2,663)	-	-	-
7. Starting 1/1/2028						(2,545)	(2,545)	-	-	-
8. Starting 1/1/2029							(3,060)	-	-	-
9. Starting 1/1/2030								-	-	-
10. Starting 1/1/2031									-	-
11. Starting 1/1/2032										-
12. Total (Sum of 1. through 11.)	-	-	16,380	14,550	11,887	9,342	6,282	-	-	-
C. Minimum Required Contribution										
1. Target Normal Cost at 1/1	100,830	96,873	90,702	87,429	85,058	82,121	79,303	76,345	72,808	69,844
2. Adjusted Target Normal Cost (1. + A.5. if surplus)	-	41	90,702	87,429	85,058	82,121	79,303	73,185	17,353	12,402
3. Shortfall amortization (B.12.)	-	-	16,380	14,550	11,887	9,342	6,282	-	-	-
4. Prefunding balance (A.4)	321,252	342,133	364,372	322,372	282,623	245,652	212,115	173,590	145,768	155,243
5. Minimum Required Contribution (2. + 3. - 4., no less than $0)	-	-	-	-	-	-	-	-	-	-

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Southern California Edison Company Retirement Plan
Additional Projection Details
Exhibit 4: Projected Assets

	Projected Assets ($thousand)									
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
A. Fair Value of Assets (FVA)										
1. FVA at beginning of year	3,466,589	3,403,024	3,336,389	3,295,916	3,245,357	3,198,232	3,154,486	3,103,233	3,056,837	3,015,463
2. Employer contributions (adjusted for timing and interest)	7,962	14,256	45,406	44,981	44,981	44,981	36,465	36,465	36,457	36,238
3. Benefit payments	(283,495)	(288,971)	(291,587)	(298,391)	(291,906)	(285,690)	(281,434)	(273,516)	(265,737)	(259,934)
4. Administrative expenses from trust	(4,652)	(4,642)	(4,624)	(4,603)	(4,577)	(4,550)	(4,538)	(4,523)	(4,505)	(4,484)
5. Investment return	216,620	212,722	210,332	207,454	204,377	201,513	198,254	195,178	192,411	189,895
6. FVA at end of year (sum 1 through 5)	3,403,024	3,336,389	3,295,916	3,245,357	3,198,232	3,154,486	3,103,233	3,056,837	3,015,463	2,977,178
7. Assumed investment return	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%
B. Actuarial Asset Value for Minimum Purposes										
1. Market value of assets (MVA), without receivables	3,466,589	3,403,024	3,336,389	3,295,916	3,245,357	3,198,232	3,154,486	3,103,233	3,056,837	3,015,463
2. Present value of receivables	-	-	-	-	-	-	-	-	-	-
3. MVA including receivables (1. + 2.)	3,466,589	3,403,024	3,336,389	3,295,916	3,245,357	3,198,232	3,154,486	3,103,233	3,056,837	3,015,463
4. Asset gain or (loss) from prior year	(795,176)	25,335	29,790	32,693	35,119	38,373	40,938	42,412	41,754	41,163
5. Asset gain or (loss) from two years prior	152,193	(795,176)	25,335	29,790	32,693	35,119	38,373	40,938	42,412	41,754
6. Asset deferral	(479,386)	(248,169)	28,305	31,725	34,310	37,288	40,083	41,921	41,973	41,360
7. Actuarial value of assets (AVA) prior to corridor (3. - 6.)	3,945,975	3,651,193	3,308,084	3,264,191	3,211,048	3,160,944	3,114,403	3,061,312	3,014,863	2,974,103
8. Lower corridor 90% of MVA	3,119,930	3,062,722	3,002,750	2,966,324	2,920,821	2,878,409	2,839,037	2,792,910	2,751,153	2,713,917
9. Upper corridor 110% of MVA	3,813,248	3,743,326	3,670,028	3,625,508	3,569,893	3,518,055	3,469,935	3,413,556	3,362,521	3,317,009
10. Final AVA (limited to 90% to 110% of MVA)	3,813,248	3,651,193	3,308,084	3,264,191	3,211,048	3,160,944	3,114,403	3,061,312	3,014,863	2,974,103

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Appendix I

U.S. GAAP Primer – Pension Accounting

ASC 715 Definitions

Projected Benefit Obligation (PBO)

PBO is a widely accepted measure of a plan's liabilities. The PBO is an estimate of the present value of expected future benefit payments, attributable to service accrued as of the measurement date, using actuarial assumptions selected by the Company to model projected salary levels, timing of benefit payments, form of benefit payment (annuity payment or single lump sum), longevity post-retirement, etc.

The PBO is the sum of all future expected benefit payments discounted back to the measurement date, reflecting the time-value of money, where the discount rate is based on current market yields on high quality bonds. The discount rate selected by the Company is based on SEC guidance and reviewed for reasonableness by a number of independent parties such as corporate auditors and the plan actuary.

Other actuarial assumptions are based on a variety of sources, including recent experience and known events, but can also be based on outside sources where the plan's experience is not credible.

Actuarial assumptions are governed by industry published Actuarial Standards of Practice and are disclosed in the valuation report. Significant assumptions are noted on the company's SEC Form 10-K.

Funded Status

The excess of PBO over fair value of assets (FVA) for underfunded plans is reported on the balance sheet as a Pension Liability. For overfunded plans, the excess of assets over PBO is reported as a Pension Asset.

Deferred Costs

Changes in Funded Status attributable to plan changes and actuarial gains and losses are generally not recognized in cost in the current period, but rather, are recognized in future periods as deferred costs. Deferred costs occurring during the year are recorded to Accumulated Other Comprehensive Income (AOCI) and amortized in future periods. Separate accounts in AOCI are maintained for plan changes (Prior Service Costs) and gains and losses (Unamortized Gains/Losses). Additional details regarding deferred costs are detailed under the section below

regarding Net Periodic Benefit Cost (also referred to as GAAP Pension Expense). Amortization schedules are included in the actuarial valuation report.

Progression of Funded Status and Deferred Costs

The following illustrates the progression of the Pension Liability and deferred cost accounts that occur during the year (illustration assumes underfunded plan). Service cost, Interest cost, Expected Return on Assets, Gains/Losses are defined further in the section below regarding Net Periodic Benefit Cost.

Progression of PBO is as follows:

PBO_x	+	Service Cost	+	Interest Cost	-	Benefit Payments	±	Plan Changes & Other	=	Expected PBO_{x+1}	+	Current Period PBO (Gains)/Losses	=	Actual PBO_{x+1}

Progression of FVA is as follows:

FVA_x	+	Expected Return on Assets	+	Contributions	-	Benefit Payments	±	Other	=	Expected FVA_{x+1}	+	Current Period FVA Gains/(Losses)	=	Actual FVA_{x+1}

Progression of Pension Liability recorded on balance sheet (excess of PBO over FVA) algebraically results in:

Pension $Liability_x$	+	Service Cost	+	Interest Cost	-	Expected Return on Assets	-	Contributions	±	Plan Changes & Other	=	Expected Pension $Liability_{x+1}$	+	Current Period (Gains)/Losses	=	Pension $Liability_{x+1}$

Progression of Prior Service Costs is as follows (assumes no special accounting events, discussed later):

Prior Service $Cost_x$	+	Current Period Plan Changes	-	Amortization	=	Prior Service $Cost_{x+1}$

Net Periodic Benefit Cost is the sum of the shaded elements

Progression of Unamortized Gains/losses is as follows:

Unamortized $(Gains)/Losses_x$	+	Current Period (Gains)/Losses	-	Amortization	-	Settlement Costs	=	Unamortized $Gains/Losses_{x+1}$

Observations

- Benefit payments, including settlements, during the period have no impact on Pension Liability as PBO and FVA impacted equally.
- Contributions affect the Pension Liability, but have no net impact on Company's net value as there is offsetting reduction in cash.
- Pension Liability (not PBO), less deferred costs, is algebraically equivalent to cumulative prior Net Periodic Benefit Costs less cumulative prior contributions.

"Other" includes

- Acquisitions and divestiture
- Plan-to-plan transfers of PBO and FVA
- Curtailment effects

Net Periodic Benefit Cost (NPBC)

This summary pertains to recognition of NPBC. ASC 715 specifies that the NPBC is comprised of five basic recurring components, namely:

1) Service Cost;
2) Interest Cost;
3) Expected Return on Assets;
4) Amortization of Prior Service Cost; and
5) Amortization of Unamortized (Gain)/Loss

In addition, ASC 715 requires recognition in NPBC for the following special accounting events resulting in one-time cost recognition:

6) Settlements
7) Curtailments
8) Special Termination Benefits

The components of NPBC are described below.

1) Service Cost
   - Present value of the benefits expected to be earned during the year based on the same assumptions and methods used to determine the PBO.

2) Interest Cost
   - Increase in the PBO due to the passage of one year's time (similar to a financing cost of a debt).

3) Expected Return on Assets
   - The Company's overall costs are reduced by expected earnings on assets during the period based on an assumed rate of return.
   - The expected return assumption is selected by the Company based on the asset allocation of the trust, long-term return expectations of the various asset classes held by the trust and in Sempra's case, includes an allowance for administrative expenses paid by trust assets.
   - Any difference between the expected return on assets and the actual return on assets is recognized through gains and losses (see item 5 below).

- For this purpose, assets are the market-related value of assets (market-related assets are the fair value of assets for SDG&E and a three-year smoothed asset value for SoCalGas).

4) Amortization of Prior Service Cost

- Prior service costs are increases or decreases in the PBO due to a plan change.
- Prior service cost bases are established for each significant amendment and tracked separately as individual prior service cost bases.
- Each prior service cost base is amortized in future NPBC, on a straight-line basis over the average remaining service lives of active employees expected to receive benefits at the time of the amendment.

Illustration of amortization of prior service cost:

Plan Change Increasing PBO
($millions)

a.	Change in PBO attributable to plan amendment	$24
b.	Average expected future service at adoption of plan change	12
c.	Annual amortization (straight-line over average future service) [a ÷ b]	$2

Amortization schedule for future net periodic benefit costs

Year	Annual Amortization	Balance at Year-end
1	2	22
2	2	20
3	2	18
*	*	*
*	*	*
11	2	2
12	2	0
Total	24	

5) Amortization of Unamortized Gains/Losses

- Actuarial gains and losses are changes in the amount of either the PBO or the plan assets different from expectations. Examples include:
  - Asset returns being more or less than the expected return assumption,
  - Salary increases being more or less than anticipated,
  - Employees retiring at different ages than expected, retirees living shorter or longer than expected,

    - Etc.
- Gains and losses also include any change in PBO due to assumption changes. The most common example is the change in discount rates from year to year.
- If cumulative unamortized gains/losses as of the measurement date are greater than a "corridor" amount, a portion of unamortized gains/losses outside the corridor are recognized in the current year.
    - The portion of unamortized gains/losses over the corridor are amortized over average remaining service (or lifetime for a plan with primarily inactive participants).
    - The corridor is 10% of the greater of PBO or assets (for this purpose, assets are market-related value of assets).
    - The amortization period is reset annually based on expected future service for the plan population as of the measurement date.
- Once the level of unamortized gains/losses falls below the corridor, no further recognition of unamortized gains/losses is recognized unless there is special accounting treatment (see item 6, Settlement Costs, below as an example) or the level of unamortized gains/losses increases above the corridor.
- Refer to illustration following item 6) Settlement Costs.

6) Settlement Costs

- Settlements are defined as irrevocable actions relieving the plan of future obligations for a participant's accrued benefits. The most common example is a single sum payment of the participant's accrued benefits which relieves the plan of future benefit obligation related to the participant's benefits.
- When cumulative settlements during a fiscal year exceed an ASC 715 defined threshold, a portion of accumulated gains and losses (see item 5 above) are accelerated and recognized in that year's NPBC and, consequently, recognition in future year's NPBC is reduced, all other factors equal.
    - The threshold is defined as the sum of the service cost (item 1 above) plus interest cost (see item 2 above) components of NPBC for the year in which the settlements occur.
- Settlement costs have no bearing on the amount of benefits due to the participant.
- Illustration presented on next page.

Illustration of recognition of Unamortized Gains/Losses with and without settlement:

Recognition of Unamortized Gains/Losses

Assumed no future gains/losses and stable plan conditions for illustration purposes

Initial conditions ($millions)

a.	PBO (assumed level all future periods)	$2,462
b.	Assets (assumed level all future periods)	$1,634
c.	Unamortized gains/losses	$418
d.	Corridor = 10% of maximum of PBO or Assets [max(a, b) x 10%]	$246
e.	Average expected future service (assumed stable plan population)	12
f.	Annual amortization (amortization period reset annually) [(c - d) ÷ e]	$14

Future amortization/settlement costs included in net periodic benefit cost

	No settlement accounting		10% of PBO settled in year 5			
Year	Annual Amortization	Balance at Year-end	Annual Amortization	Settlement Cost	Total For Year	Balance at Year-end
1	14	404	14		14	404
2	13	391	13		13	391
3	12	379	12		12	379
4	11	368	11		11	368
5	10	358	10	**37**	47	321
6	9	349	6		6	315
7	9	340	6		6	309
8	8	332	5		5	304
9	7	325	5		5	299
10	7	318	4		4	295
* *	* *	* *	* *		* *	* *
32	1	258	1		1	253
33	1	257	1		1	252
34	1	256	0		0	252

37	1	253	0		0	252
38	1	252	0		0	252
39	0	252	0		0	252
Total	166		129	37	166	

Observation

- Settlement costs do not impact overall recognition of unamortized gains/losses, but rather, impact the timing of recognition.

7) Curtailment Costs

- Curtailment accounting is triggered when there is an event, or series of related events, which significantly decrease future service or benefit accruals. The most common examples are plant closures, reductions in force, benefit freezes and similar events.
- Curtailments can result in gains or losses, depending on the circumstances.
- Curtailment accounting is beyond the scope of this summary, but can result in accelerated recognition of prior service costs (see item 4 above) as well as curtailment costs equal to change in PBO due to the curtailment.

8) Special Termination Benefits

- Special termination benefits are additional benefits paid at separation from service as a result of special events and can be contractual or via plan amendment.
- Examples include additional benefits paid at plant closures and reductions in force.
- Special termination benefits can be different types of additional benefit levels, for example, additional benefits, accelerated vesting or enhanced early retirement subsidies, etc.
- The change in PBO as a result of special termination benefits is recognized immediately as an additional cost in the period in which it occurs.

Workpaper Title:

WTW 2022 Financial Benefits Survey -- Annual Medical Contributions by Tier (4 Tiers), California Data Cut

2022 FBS-Benchmarks
Participants Stats Report
Benchmark(s):
Industry: All Applicable
Company Size: All Applicable
Region: All Applicable
State: CA

Group	Number Responding	Percent Responding	Percent of Responding
Industry			
Aerospace	2		1.14%
Automobiles & Other Transportation Equipment	2		1.14%
Consumer Goods	10		5.68%
Energy/Utilities	4		2.27%
Financial Services	12		6.82%
Government/Public Sector/Education	6		3.41%
Health Services	11		6.25%
Hospitality	4		2.27%
Manufacturing	17		9.66%
Petroleum & Pipelines	1		0.57%
Pharmaceuticals	4		2.27%
Printing/Publishing/Entertainment	6		3.41%
Retail/Wholesale	15		8.52%
Services	19		10.80%
Technology	55		31.25%
Telecommunications	4		2.27%
Transportation	4		2.27%
Company Size			
Less than 500	44		25.00%
500 - 999	30		17.05%
1,000 - 2,499	30		17.05%
2,500 - 4,999	23		13.07%
5,000 - 9,999	21		11.93%
10,000 - 14,999	10		5.68%
15,000 - 19,999	3		1.70%
20,000 or more	15		8.52%

Percent of Responses
Percentages may not total to 100%, plus or minus 1%, due to rounding

2022 FBS-Benchmarks

Medical Employee Contributions Report

Benchmark(s):

Industry: All Applicable

Company Size: All Applicable

Medical Vendor: All Applicable

Funding Arrangement: All Applicable

Region: All Applicable

State: CA

Union/Non-Union: All Applicable

Medical Plan Type: All Applicable

Annual Medical Employee Only Contribution Percentages								
Plan Type	# of Employers	Enrollment	Mean	10th %tile	25th %tile	Median	75th %tile	90th %tile
ABHP with HRA	11	102,159	15.27%	7.12%	8.10%	15.69%	22.46%	22.96%
ABHP with HSA	142	383,626	11.12%	0.00%	4.30%	9.35%	17.06%	21.04%
FI HMO	137	161,042	16.49%	0.00%	9.14%	16.41%	22.79%	30.20%
PPO/POS	154	250,042	19.24%	4.40%	12.21%	18.05%	24.13%	34.38%
SI HMO/EPO	40	160,023	17.52%	0.92%	13.96%	16.58%	20.67%	29.33%
Total	176	1,056,892	14.76%	2.76%	8.20%	14.17%	19.84%	25.59%

2022 FBS-Benchmarks

Medical Employee Contributions Report

Benchmark(s):

Industry: All Applicable

Company Size: All Applicable

Medical Vendor: All Applicable

Funding Arrangement: All Applicable

Region: All Applicable

State: CA

Union/Non-Union: All Applicable

Medical Plan Type: All Applicable

Annual Medical Dependent Only Contribution Percentages								
Plan Type	# of Employers	Enrollment	Mean	10th %tile	25th %tile	Median	75th %tile	90th %tile
ABHP with HRA	11	102,159	33.96%	14.97%	22.58%	28.72%	42.64%	53.27%
ABHP with HSA	142	383,626	24.09%	6.66%	14.88%	21.59%	29.62%	39.60%
FI HMO	137	161,042	30.84%	13.36%	20.00%	27.74%	34.97%	52.49%
PPO/POS	154	250,042	32.34%	15.61%	20.52%	27.83%	38.79%	54.40%
SI HMO/EPO	40	160,023	27.11%	14.99%	19.87%	25.65%	35.78%	42.79%
Total	176	1,056,892	28.53%	13.10%	18.28%	25.08%	32.27%	49.33%

2022 FBS-Benchmarks

Medical Employee Contributions Report

Benchmark(s):

Industry: All Applicable

Company Size: All Applicable

Medical Vendor: All Applicable

Funding Arrangement: All Applicable

Region: All Applicable

State: CA

Union/Non-Union: All Applicable

Medical Plan Type: All Applicable

Annual Medical Total Employee Contribution Percentages								
Plan Type	# of Employers	Enrollment	Mean	10th %tile	25th %tile	Median	75th %tile	90th %tile
ABHP with HRA	11	102,159	20.17%	8.94%	14.74%	21.59%	25.45%	26.04%
ABHP with HSA	142	383,626	15.69%	4.51%	8.43%	15.13%	21.54%	26.05%
FI HMO	137	161,042	21.14%	8.96%	14.06%	20.31%	26.47%	33.78%
PPO/POS	154	250,042	23.98%	11.23%	16.01%	21.38%	29.21%	40.29%
SI HMO/EPO	40	160,023	21.76%	13.22%	15.75%	21.36%	26.93%	32.58%
Total	176	1,056,892	19.49%	9.66%	13.26%	18.34%	23.64%	31.64%

2022 FBS-Benchmarks

Medical Gross Cost Report

Benchmark(s):

Industry: All Applicable

Company Size: All Applicable

Medical Vendor: All Applicable

Funding Arrangement: All Applicable

Region: All Applicable

State: CA

Union/Non-Union: All Applicable

Medical Plan Type: All Applicable

			Annual Medical Gross Costs					
Plan Type	# of Employers	Enrollment	Mean	10th %tile	25th %tile	Median	75th %tile	90th %tile
ABHP with HRA	11	102,159	$14,704.67	$11,357.41	$11,742.21	$13,637.98	$14,125.77	$21,569.59
ABHP with HSA	142	383,626	$13,724.36	$8,257.75	$10,277.05	$13,801.84	$16,160.28	$19,079.81
FI HMO	137	161,042	$12,689.53	$8,904.05	$10,377.66	$12,455.29	$14,365.51	$17,270.60
PPO/POS	154	250,042	$16,333.47	$10,791.89	$12,697.66	$16,011.28	$19,543.64	$22,620.98
SI HMO/EPO	40	160,023	$15,822.22	$11,086.26	$13,608.89	$14,953.11	$18,132.78	$21,347.71
Total	176	1,056,892	$14,596.34	$9,886.49	$11,743.66	$14,539.11	$17,012.42	$19,275.39

2022 FBS-Benchmarks

Medical Net Cost Report

Benchmark(s):

Industry: All Applicable

Company Size: All Applicable

Medical Vendor: All Applicable

Funding Arrangement: All Applicable

Region: All Applicable

State: CA

Union/Non-Union: All Applicable

Medical Plan Type: All Applicable

			Annual Medical Net Costs					
Plan Type	# of Employers	Enrollment	Mean	10th %tile	25th %tile	Median	75th %tile	90th %tile
ABHP with HRA	11	102,159	$11,758.96	$8,861.79	$8,955.09	$10,525.30	$11,663.84	$19,745.51
ABHP with HSA	142	383,626	$11,707.48	$6,691.34	$8,816.34	$11,947.19	$14,138.04	$16,914.05
FI HMO	137	161,042	$10,047.39	$5,995.23	$8,295.63	$10,043.38	$11,413.79	$13,271.14
PPO/POS	154	250,042	$12,586.54	$6,795.29	$9,469.88	$12,335.76	$15,118.60	$18,519.78
SI HMO/EPO	40	160,023	$12,507.40	$7,718.52	$9,771.17	$12,524.08	$15,400.76	$17,465.14
Total	176	1,056,892	$11,788.59	$7,022.85	$9,054.11	$12,101.34	$13,952.44	$16,550.23

2022 FBS-Benchmarks

Medical Premiums and Contributions by Tier (4-Tier) Report

Benchmark(s):

Industry: All Applicable

Company Size: All Applicable

Medical Vendor: All Applicable

Funding Arrangement: All Applicable

Region: All Applicable

State: CA

Union/Non-Union: All Applicable

Medical Plan Type: All Applicable

Annual Medical Premiums by Tier (4 Tier)

Plan Type	# of Employers	EE Only Premium	EE+Spouse Premium	EE+Child(ren) Premium	Family Premium	Total Premium
ABHP with HRA	10	$8,207.42	$16,937.18	$15,219.41	$23,699.14	$13,505.23
ABHP with HSA	127	$7,663.74	$16,469.52	$14,133.76	$23,096.70	$13,506.93
FI HMO	117	$7,151.41	$15,608.49	$13,466.96	$21,742.74	$12,381.78
PPO/POS	137	$9,120.83	$19,548.55	$16,495.97	$27,592.84	$16,046.07
SI HMO/EPO	37	$8,559.83	$18,212.89	$15,521.00	$25,536.37	$15,854.19
Total	153	$8,101.15	$17,415.08	$14,904.42	$24,297.33	$14,269.21

Annual Medical Contributions by Tier (4 Tier)

Plan Type	# of Employers	EE Only Contribution	EE+Spouse Contribution	EE+Child(ren) Contribution	Family Contribution	Total Contribution
ABHP with HRA	10	$1,236.54	$4,225.50	$3,170.56	$5,893.17	$2,544.92
ABHP with HSA	127	$826.05	$2,919.77	$2,288.76	$4,206.53	$1,991.78
FI HMO	117	$1,257.92	$4,009.11	$3,191.24	$5,666.39	$2,715.70
PPO/POS	137	$1,730.77	$5,163.04	$4,253.87	$7,576.54	$3,694.32
SI HMO/EPO	37	$1,509.02	$4,170.90	$3,463.17	$6,109.59	$3,345.77
Total	153	$1,235.10	$3,970.87	$3,153.91	$5,610.41	$2,745.68

Annual Medical Enrollment by Tier (4 Tier)

Plan Type	# of Employers	EE Only Enrollment	EE+Spouse Enrollment	EE+Child(ren) Enrollment	Family Enrollment	Total Enrollment
ABHP with HRA	10	39,467	14,945	16,422	31,230	102,064
ABHP with HSA	127	174,634	44,979	38,409	114,435	372,457
FI HMO	117	67,745	20,181	18,038	43,997	149,961
PPO/POS	137	103,360	32,112	23,289	64,529	223,290
SI HMO/EPO	37	67,892	22,087	21,555	45,046	156,580
Total	153	453,098	134,304	117,713	299,237	1,004,352

Workpaper Title:

T&D Seat Time and Delivery
2025 Forecast Structure

WP SCE-06_Vol. 4 - TRAINING DELIVERY AND SEAT TIME (COMBINED) - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS*

(2022 CONSTANT $)

**Refer to detailed breakdown and footnotes below for additional information on itemized combined activity costs*

SRC ACTIVITY	COST ELEMENT	LABOR/NON-LABOR		2025 FORECAST (2022 CONSTANT $)
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	LABOR	LABOR	$	16,401,626
	SAFETY TRAINING LABOR	LABOR	$	521,724
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	~~230,065~~
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	306,786
	LABOR	LABOR	$	~~26,888,504~~
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	SAFETY TRAINING LABOR	LABOR	$	2,678,046
	EMPLOYEE COMPENSATION BENEFITS LABOR	LABOR	$	688,316
	ORGANIZATIONAL TRAINING LABOR	LABOR	$	1,649,270
LABOR SUBTOTAL			$	~~49,784,011~~
TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION	EMPLOYEE COMPENSATION BENEFITS NON-LABOR	NON-LABOR	$	28,968
	SAFETY TRAINING NON-LABOR	NON-LABOR	$	376,634
	ORGANIZATIONAL TRAININGNON-LABOR	NON-LABOR	$	71,131
	NON-LABOR: MATERIAL	NON-LABOR	$	1,248,427
	NON-LABOR: CONTRACT	NON-LABOR	$	2,540,720
	NON-LABOR: OTHER	NON-LABOR	$	1,052,662
	TRAINING SEATTIMENON-LABOR	NON-LABOR	$	~~4,648,819~~
TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION	ORGANIZATIONAL TRAINING NON-LABOR	NON-LABOR	$	538,294
	EMPLOYEE LED EFFICIENCY SAVINGS	NON-LABOR	$	(68,130)
NON-LABOR SUBTOTAL			$	~~10,437,525~~
TOTAL			$	~~60,221,536~~

TRAINING DELIVERY AND DEVELOPMENT - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COST ELEMENT	QUANTITY[1]	AVERAGE RATE[2]		2025 FORECAST (2022 CONSTANT $)
LABOR	270,667	$60.60	$	16,401,626
SAFETY TRAINING DELIVERY LABOR [3]			$	521,724
EMPLOYEE COMPENSATION BENEFITS [4]			$	~~230,065~~
ORGANIZATIONAL TRAINING LABOR [5]			$	306,786
LABOR SUBTOTAL			$	~~17,879,875~~
NON-LABOR: MATERIAL	565	$2,209.61	$	1,248,427
NON-LABOR: CONTRACT	13,742	$184.89	$	2,540,720
NON-LABOR: OTHER	321	$3,279.32	$	1,052,662
SAFETY TRAINING DELIVERY NON-LABOR [3]			$	376,634
EMPLOYEE COMPENSATION BENEFITS NON-LABOR [4]			$	28,968
ORGANIZATIONAL TRAINING NON-LABOR [5]			$	71,131
NON-LABOR SUBTOTAL			$	~~5,318,542~~
TOTAL	285,295	79.95	$	~~23,198,417~~

649,739
26,888,504
49,784,011
49,787,703
4,648,819
10,437,525
60,221,536
649,739
17,879,875
23,198,417

TRAINING SEAT TIME - TRANSMISSION & DISTRIBUTION

2025 FORECAST ANALYSIS

(2022 CONSTANT $)

COSTELEMENT	QUANTITY [4]	AVERAGE RATE [7]	2025 FORECAST (2022 CONSTANT $)
LABOR	472,741	$ [redacted]	$ [redacted]
SAFETY TRAINING SEAT TIME LABOR [2]	51,098	$ 52.41	$ 2,678,046
EMPLOYEE COMPENSATION BENEFITS [3]			$ 688,316
ORGANIZATIONAL TRAINING LABOR [5]			$ 1,649,270
LABOR SUBTOTAL			$ [redacted]
NON-LABOR [6]	$ [redacted]	17%	$ [redacted]
ORGANIZATIONAL TRAINING NON-LABOR [5]			$ 538,294
EMPLOYEE LED EFFICIENCY SAVINGS [8]			$ (68,130)
NON-LABOR SUBTOTAL			$ [redacted]
TOTAL			$ 37,023,119

26,888,504

56.88

26,85

31,904,136

4,648,819

5,118,983

FOOTNOTES

1. Unit type varies depending on activity and item. Labor costs are based on personnel hours. Materials include volume of materials and facility supplies either monthly or by course. Contract expenses include hours and facilitation fees for vendor delivery and certification expenses. Other expenses include monthly or occurrence-based volume of lodging, catering, employee expenses or facility fees (i.e., janitorial, city fees, DMV renewal)
2. Average rate type varies depending on the activity and item. Labor average rates utilize standard labor rates. Materials utilize rates specific to various items such as cost of materials, monthly expenses, or equipment rental and repair. Contract rates are agreed upon between SCE and the supplier. Other rates utilize anticipated monthly costs of employee expenses, lodging, travel and catering.
3. The 2025 forecast includes a $3.5M total combined forecast as part of the increased training demand resulting from Safety and Resiliency initiatives. Refer to SCE-06. Vol. 06, and Part III, Safety Programs
4. The forecast includes a $1.4M total combined increase for both activities (Training Delivery-Transmission and Distribution and Training Seat Time – Transmission and Distribution) in 2025 attributable to reflect certain changes made to SCE's employee compensation program. Please refer to SCE-06, Vol. 04, Employee Benefits & Programs.
5. The 2025 GRC forecast includes $2.6M organizational training dollars within each of the T&D business units for any T&D Seat Time and T&D Delivery for training outside of craft technical skills within T&D such as soft-skills, workshops, or office skills and may include Wildfire training for Public Safety Power Shutoff events, other Wildfire resiliency events, or training programs associated with Wildfire-specific curriculum.
6. T&D Training utilizes total Seat Time hours to forecast total Seat Time expenses. Seat Time hours are total student learning hours as a function of the course duration (i.e., A single 8- hour course with 10 students will have total seat time cost of 80 hours of training). Non-Labor quantity is the forecasted Seat Time Labor cost for planned core technical T&D Training courses.
7. T&D Training utilizes the midpoint market reference standard labor rates for the job classifications expected to attend specific training courses to estimate total cost.
8. The average non-labor rate is a percentage as a function of total seat time labor forecasted cost by class type and expected class needs for non-labor expenses such as travel, lodging, catering, and other expenses associated with employees attending training.
9. Included in the test year forecast are employee led efficiency savings of $0.068 million related to reduced premium time training. Please refer to SCE-06, Volume 3 for additional details.

Appendix C

Employee Benefits, Training, & Support Documents

Appendix C
2025 General Rate Case
Index of Supporting Documents
SCE-17, Vol. 03 – Employee Benefits, Training & Support

Supporting Documents	PAGE
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Operational Excellence Savings
($ in Constant 2022)

EOT Elimination

Positions	Standard Labor Rate	Number of Positions	Total Savings
Advisor	$ 155,742	3	$ 467,225
Sr. Specialist	$ 113,130	1	$ 113,130
Manager	$ 182,996	1	$ 182,996
Total			$ 763,351
Non Labor	$ 40,819		$ 40,819
Total			$ 804,170

HR Replatform Savings

Positions	Standard Labor Rate	Number of Positions	Total Savings
Specialist	$ 66,368	3	$ 199,104
Assoc Spec	$ 57,178	1	$ 57,178
Total			$ 256,282

Leadership Development Program	Total Savings
Leadership Program	$ 124,952.00

Michael A. Backstrom
VP Regulatory Affairs
michael.backstrom@sce.com

March 13, 2023

Caroline Thomas Jacobs, Director
Office of Energy Infrastructure Safety
300 Capital Mall, Suite 500
Sacramento, CA 95814

Docket Number #: 2023-EC

SUBJECT: 2023 Executive Compensation Structure Submission of Southern California Edison Pursuant to Assembly Bill 1054

Dear Director Thomas Jacobs:

In response to the Final 2023 Executive Compensation Structure Submission Guidelines (2023 Guidelines)[1] adopted by the Office of Energy Infrastructure Safety (Energy Safety) on November 28, 2023, Southern California Edison Company (SCE) hereby submits its 2023 Executive Compensation Structure approval request. The attached Required Information Template and supplemental Attachment A address SCE's compensation for executive officers, including how the compensation is determined and how the structure of SCE's executive compensation program is aligned with §8389(e) of the Public Utilities Code and the majority of elements in the Assigned Commissioner's Ruling, Proposal 9 for Pacific Gas and Electric Company. Please feel free to contact me if you should have any questions or require additional information.

Sincerely,

//s//
Michael A. Backstrom

Vice President
Regulatory Affairs

[1] Energy Safety's Final 2023 Executive Compensation Structure Submission Guidelines, available at https://efiling.energysafety.ca.gov/eFiling/Getfile.aspx?fileid=53269&shareable=true

Section 3b: 2022 STIP Metrics – Minimum, Target, Maximum and Actual

Instructions: Complete Table 3b.1 for the 2022 STIP metrics, adding rows as necessary. See **Attachment 3** for a discussion of categories and sub-categories.

Table 3b.1
2022 STIP – Minimum, Target and Maximum Versus Actual

OEIS Category	OEIS Safety Sub-Category	SCE Metric	Metric Type	Weight	Min	Target	Max	Actual Performance	Weighted Contribution
Other Safety; Security; ESG	Public Safety; Compliance / Adherence	Foundational Goals[5]	Lagging Outcome	Deduct Only	No Deduct	No Deduct	No Deduct	Not Met	-7
			Subtotal	**Deduct Only**					**-7**
Other Safety	Workforce Safety	Employee Edison Electric Institute (EEI) SIF Rate	Lagging Outcome	10%	0.087	0.072	0.058	0.088	0
		Employee DART Injury Rate	Lagging Outcome		1.13	0.98	0.84	1.18	
			Subtotal	**10%**					**0**

[5] The foundational goals had the following success measures: no employee fatalities; no serious injuries to public from system failure; no significant non-compliance events; and maintain effective controls and cybersecurity measures to prevent and mitigate significant disruption, data breach or system failure. See explanation provided in Section 3a.ii for additional information about potential deductions.

OEIS Category	OEIS Safety Sub-Category	SCE Metric	Metric Type	Weight	Min	Target	Max	Actual Performance	Weighted Contribution
Wildfire Safety; Other Safety	Wildfire Mitigation; Public Safety; Emergency Response	CPUC reportable ignitions in High Fire Risk Areas	Leading/ Lagging Outcome[6]	30%	49	41	33	40	43
		Covered Conductor	Leading		1,100	1,250	1,400	1,399	
		Overhead Inspections and Remediations in HFRA	Leading		60%	70%	80%	80%	
		Vegetation Line Clearing	Leading		75%	80%	85%	88%	
		Public Safety Power Shutoff (PSPS): Reduced duration of customer PSPS outages	Leading		11%	17%	23%	20%	
		Public Safety Power Shutoff (PSPS): Customer notifications	Leading		91%	95%	99%	71%	
			Subtotal	**30%**					**43**

C4

[6] Ignitions is a lagging/outcome metric for reducing wildfire risk but a leading indicator for reducing public safety serious injuries and fatalities.

OEIS Category	OEIS Safety Sub-Category	SCE Metric	Metric Type	Weight	Min	Target	Max	Actual Performance	Weighted Contribution
Security		Mature Enterprise-wide Phishing Program: • Click Rate	Leading	5%	4%	3%	2%	2.4%	7
		• Reporting Rate			31%	36%	41%	37%	
			Subtotal	**5%**					**7**
Other Operational; Other Safety	Performance	Sustain quality performance in key programs	Lagging Outcome	5%	87%	90%	93%	93%	10
		Execute grid, technology, electrification and improvements to deliver safe, reliable, clean and affordable energy for customers[7]	Activity-based[8]	5%	N/A	N/A	N/A	Met	5
			Subtotal	**10%**					**15**
Customer Service		SAIDI, Repair	Lagging Outcome	5%	110	98	86	100	4
		Billing & Payment (B&P) Net Score	Lagging Outcome	5%	16	28	40	36.6	9
			Subtotal	**10%**					**13**

[7] Represents scope of executing SCE's authorized capital plan, which is a measure of work performed, consistent with appropriate regulatory direction. Level of spend associated with the capital plan serves as a guide indicator of completion of scope. 2022 annual capital plan budget was $6.2 billion. Actual capital spend was $5.7 billion.

[8] Activity-based metrics are qualitative in nature.

OEIS Category	OEIS Safety Sub-Category	SCE Metric	Metric Type	Weight	Min	Target	Max	Actual Performance	Weighted Contribution
Environmental, Social, Governance (ESG)		Transportation Electrification (TE) and Other Initiatives: • TE Light Duty Installs	Leading	5%	800	1,000	1,200	277	5
		• TE Medium / Heavy Duty Conversions			365	460	555	584	
		• Building Electrification Installs			5,500	7,000	8,500	4,946	
		• Demand Response Resources			720	775	830	1,000	
			Subtotal	**5%**					**5**
Diversity, Equity, and Inclusion (DEI)		Build DEI action plans	Activity-based[9]	5%	N/A	N/A	N/A	Met	5
		Diverse Business Enterprise (DBE) spend	Lagging Outcome		30%	33%	36%	35%	
			Subtotal	**5%**					**5**

[9] Activity-based metrics are qualitative in nature.

OEIS Category	OEIS Safety Sub-Category	SCE Metric	Metric Type	Weight	Min	Target	Max	Actual Performance	Weighted Contribution
Financial		SCE core earnings[10]	Lagging Outcome	25%	$1,820 million	$2,022 million	$2,224 million	$2,029 million	26
			Subtotal	**25%**					**26**
			Total	**100%**					**107**

Section 3c: 2023 STIP Metrics – Minimum, Target, and Maximum

Instructions: Complete Table 3c.1 for the 2023 STIP. Provide details of the STIP metrics and minimum, target and maximum performance values for the filing year. Wildfire safety metrics must be categorized separately (with no other metrics) and must include a weighting. Add additional rows as needed.

Table 3c.1
2023 STIP Metrics

OEIS Class	OEIS Sub-Class	Metric	Metric Type	Weight	Min	Target	Max
Performance Range					0%	0%	0%
Other Safety; Security; ESG	Public Safety; Compliance / Adherence	Foundational Goals[11]	Lagging Outcome	Deduct Only	No deduct	No deduct	No deduct
			Subtotal:	**Deduct Only**			

[10] The STIP payout may be zero if core earnings performance falls below the Threshold level. The Threshold level is 80% of the core earnings target.
[11] The foundational goals have the following success measures: no employee fatalities; no serious injuries to public from system failure; no significant non-compliance events; and maintain effective controls and cybersecurity measures to prevent and mitigate significant disruption, data breach or system failure. See explanation provided in Section 3a.ii for additional information about potential deductions.

OEIS Class	OEIS Sub-Class	Metric	Metric Type	Weight	Min	Target	Max
Performance Range					0%	100%	200%
Other Safety	Workforce Safety	Employee Edison Electric Institute (EEI) SIF Rate	Lagging Outcome	5%	0.090	0.075	0.060
		Employee DART Injury Rate	Lagging Outcome	3%	1.15	1.00	0.85
		Observations of employees in high-hazard occupations that include either opportunities for improvement or recognition	Leading	2%	100%	200%	300%
			Subtotal:	**10%**			
Performance Range					0%	100%	200%
Wildfire Safety	Wildfire Mitigation; Public Safety; Emergency Response	CPUC Reportable Ignitions in High Fire Risk Areas (HFRA)	Leading/Lagging Outcome[12]	6%	47	39	31
		Covered Conductor	Leading	6%	1,100	1,200	1,300
		Overhead Inspections and Remediations in HFRA	Leading	6%	60%	70%	80%
		Vegetation Line Clearing	Leading	6%	79%	84%	89%
		PSPS: Customer Notifications	Leading	6%	96%	98%	100%
			Subtotal:	**30%**			
Performance Range					0%	100%	200%
Security		Mature Enterprise-wide Phishing Program Click Rate	Leading	3%	3.5%	2.5%	1.5%
		Mature Enterprise-wide Phishing Program Reporting Rate	Leading	2%	31%	36%	41%
			Subtotal:	**5%**			

[12] Ignitions is a lagging/outcome metric for reducing wildfire risk, but a leading indicator for reducing public safety serious injuries and fatalities.

OEIS Class	OEIS Sub-Class	Metric	Metric Type	Weight	Min	Target	Max
Performance Range					0%	100%	200%
Other Operational; Other Safety	Performance	Sustain quality performance in key programs	Lagging Outcome	5%	87%	91%	95%
		Execute grid, technology, electrification and improvements to deliver safe, reliable, clean, and affordable energy for customers[13]	Activity-based[14]	5%	N/A	N/A	N/A
			Subtotal:	**10%**			
Performance Range					0%	100%	200%
Customer Service		SAIDI, Repair	Lagging Outcome	4%	110	98	86
		Billing & Payment and Outage Net Score	Lagging Outcome	4%	5	14	23
			Subtotal:	**8%**			
Performance Range					0%	100%	200%
Environmental, Social, Governance (ESG)		Transportation Electrification (TE) and Building Electrification (BE) • TE Light Duty Installs	Lagging Outcome	4%	1,600	2,000	2,400
		• TE Medium/Heavy Duty (MDHD) Conversions			495	620	745
		• BE Installs			3,850	5,500	7,150
			Subtotal:	**4%**			
Performance Range					0%	100%	200%
		Implement DEI action plans	Lagging Outcome	2%	90%	95%	100%

[13] Represents scope of executing SCE's authorized capital plan, which is a measure of work performed, consistent with appropriate regulatory direction. Level of spend associated with the capital plan serves as a guide indicator of completion of scope. 2023 annual capital plan budget is $5.98 billion.

[14] Activity-based metrics are qualitative in nature.

OEIS Class	OEIS Sub-Class	Metric	Metric Type	Weight	Min	Target	Max
Diversity, Equity, and Inclusion (DEI)		Diverse Business Enterprise (DBE) spend	Lagging Outcome	2%	32%	35%	38%
			Subtotal:	**4%**			
Performance Range					0%	100%	200%
Financial		Achieve SCE core earnings target[15]	Lagging Outcome	25%	90% of Target	Core Earnings Target[16]	110% of Target
			Subtotal:	**25%**			
Performance Range					0%	100%	200%
Other Operational		Implement planned improvement projects	Lagging Outcome	4%	85%	100%	115%
			Subtotal:	**4%**			
Total				**100%**			

C10

[15] The STIP payout may be zero if core earnings performance falls below the Threshold level. The Threshold level is 80% of the core earnings target.

[16] EIX's publicly issued earnings per share guidance range for 2023 reflects a range for SCE's 2023 core earnings from approximately $2,085 million to approximately $2,185 million. SCE's 2023 core earnings goal for STIP is within that range, but the specific target is material nonpublic information.

Section 3d: 2023 STIP Metric Definition and Calculation

Instructions: Provide detailed definitions, whether the metric is leading, lagging or outcome, and calculations for the 2023 STIP metrics. For each metric, provide a detailed definition of the metric, any adjustments or exclusions, the basis for the definition and the actual calculation such that if Energy Safety requested the source data/inputs, it would be able to derive the reported results.

Table 3d.1
2023 STIP – Metric Definitions and Calculation

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
Employee EEI SIF Rate	Edison Electric Institute (EEI) serious injury and fatality (SIF) rate measures the number of serious injuries and fatalities normalized by the actual hours worked. This is a lagging/ outcome-based metric.	The total number of EEI serious injury and fatalities. Multiply this number by 200,000 (base hours worked for 100 full-time equivalent employees). Divide the result by the total number of hours worked.	Employees only, excludes contractor and temporary workers
Employee DART Injury Rate	Days away, restricted or transferred as measured by OSHA. Days away = Time away from work Restricted = Restricted job roles Transferred = permanent transfer to a new position. This is a lagging/ outcome- based metric.	Total number of reportable injuries and illnesses resulting in days away, restrictions or transfers as measured by OSHA. Multiply this number by 200,000 (base hours worked for 100 full-time equivalent employees). Divide the result by the total number of hours worked.	Employees only, excludes contractor and temporary workers
Observations of employees in high-hazard occupations that include either opportunities for improvement or recognition	Percentage increase in the number of observations of employees in high-hazard occupations that include either opportunities for improvement or	Total number of observations of employees in high-hazard occupations that include either an opportunity for improvement, defined as identification of an improvement opportunity made by an observer during an observation, or recognition	Only includes job titles in the following high-hazard OUs and/or departments: Distribution, Transmission, Substation Construction & Maintenance, Grid Operations, Generation, Transportation

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
	recognition. This is a leading metric.	divided by the baseline number of observations of employees in high-hazard occupations that include either an opportunity for improvement or recognition. Subtract 1 from the result to yield the percentage increase. The baseline number of observations reflects the count of observations meeting these criteria that occurred during 2022.	Services, and Supply Chain.[17] Excludes contractors
CPUC reportable ignitions in HFRA[18]	Ignitions within SCE's High Fire Risk Area (HFRA) that are associated with SCE equipment and meet CPUC reportable ignition criteria. This is a leading/lagging outcome-based metric.	Total number of Ignitions within SCE's High Fire Risk Area (HFRA) that are associated with SCE equipment and meet CPUC reportable ignition criteria.	Ignitions do not include events not associated with SCE equipment, events that are pending legal claims resolution, or events reported via Electric Safety Incident Reports (ESIR) filed with CPUC per CPUC Resolution E-4184
Covered Conductor	Install Covered Conductor within SCE's HFRA under the Wildfire Covered Conductor Program as well as other programs that install covered conductor in HFRA. This is a leading metric.	Total number of Covered Conductor miles installed within SCE's HFRA under the Wildfire Covered Conductor Program as well as other programs that install covered conductor in HFRA.	Replacement of damaged Covered Conductor in HFRA is not included
Overhead Inspections and Remediations in HFRA	Complete ground and aerial-based inspections of overhead infrastructure in SCE's HFRA and remediate	Inspection: Complete all ground and aerial overhead inspections of the riskiest structures as outlined in the 2023 Wildfire Mitigation Plan.	Priority 1 findings are excluded from the calculation because they require immediate action in accordance with CA GO 95. Findings generated or brought back into the queue after the

[17] High hazard jobs in the supply chain include work in warehouses with exposure to various high energy hazards, such as use of forklifts to drive or transport/move heavy materials. Additionally, these workers may encounter risks such as falls from heights while working in the warehouses.
[18] Ignitions is a lagging/outcome metric for reducing wildfire risk, but a leading indicator for reducing public safety serious injuries and fatalities

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
	associated findings. This is a leading metric.	Remediation: The percentage of all Priority 2 findings due in 2023 in High Fire Risk Areas (HFRA) remediated 30 days or more before a given compliance due date, measured on a cumulative basis. Priority 2 findings refer to safety and/or reliability risks with variable requirements in terms of time to remediate per California General Order 95 (CA GO 95) Rule 18. On time refers to the CA GO 95 compliance due date.	assigned due date as a result of data cleanup, adjustments in HFRA, and technology issues will also be excluded. Priority 2 findings that qualify for GO 95 exceptions or are delayed due to worker and/or safety conditions will be excluded from the measure.
Vegetation Line Clearing	Complete trimming of vegetation near power lines across SCE's service area within planned schedule to support compliance with CA GO 95 requirements. This is a leading metric.	The percentage of trims completed within planned schedule to support compliance with CA GO 95 requirements, measured on a cumulative basis. GO 95 does not specify a timeframe for trimming vegetation. Instead, SCE on its own establishes an aggressive trimming schedule. Within planned schedule trims are defined as being complete within 60 days of planned trim month if the tree is not subject to Environmental Holds and within 90 days of planned trim month if the tree is subject to Environmental Holds.	Trees that are reviewed and identified for rework through the quality control process are excluded to avoid double counting. Trees that require work multiple times in an annual cycle in order to maintain clearance distances are also excluded for the same reason.
PSPS: Customer Notifications	Percentage of PSPS impacted customers who receive notification before de-energization. This is a leading metric.	Number of PSPS impacted customers who receive notification before de-energization. Divide the result by total number of PSPS impacted customers de-energized. Multiply the result by 100 to convert to percentage.	Customers with inaccurate or missing contact information and those impacted by rapid weather changes are excluded.

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
	Percentage of PSPS impacted customers who received notifications once de-energization is initiated. This is a leading metric.	Sum the number of PSPS impacted customers who: i) receive notifications once de-energized, ii) receive prepare for restoration notifications, and iii) receive restoration confirmation notifications. Divide the result by 3 times the total number of PSPS impacted customers de-energized. Multiply the result by 100 to convert to percentage.	Customers with inaccurate or missing contact information are excluded.
Mature Enterprise-wide Phishing Program Click Rate	Click rate of workers that have been sent a simulated email phish. This is a leading metric.	Percentage of workforce who clicked on a Level 2 simulated email phish in each quarter. Then take the average of this percentage for the four quarters in the year. Level 2 simulations, as defined by SCE, but informed by industry benchmark (attributes include: 1-2 grammatical errors, some urgency or deadline, some business relevance), are harder than Level 1 simulations (attributes include: 3+ grammatical errors, low urgency, no business relevance, generic).	N/A
Mature Enterprise-wide Phishing Program Reporting Rate	Reporting rate of workers that have been sent a simulated email phish. This is a leading metric.	Percentage of workforce who reported the Level 2 simulated email phish in each quarter. Then take the average of this percentage for the four quarters in the year. Level 2 simulations, as defined by SCE, but informed by industry benchmark (attributes include: 1-2 grammatical errors, some urgency or deadline, some business relevance), are harder than	N/A

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
		Level 1 simulations (attributes include: 3+ grammatical errors, low urgency, no business relevance, generic).	
Sustain quality performance in key programs	Quality conformance rate index based on a weighted average of quality conformance rates across 5 key programs: Distribution Construction, Transmission Construction, Overhead Inspection, Vegetation Management, and Distribution Service Planning. This is a lagging/ outcome-based metric.	For Distribution Construction, Transmission Construction, Overhead Inspection, and Distribution Service Planning programs determine the quality conformance rate by multiplying the number of conforming structures by 100 and dividing the result by the number of inspections. For Vegetation Management program determine the quality conformance rate by multiplying the number of conforming trees by 100 and dividing the result by number of trees inspected. Quality conformance rate index is a weighted average of: Distribution construction (30%), Overhead Inspection (20%), Vegetation Management (20%), Transmission Construction (15%), and Distribution Service Planning (15%) conformance rates.	Findings which pose a risk of low potential impact (i.e., P3 findings as defined in GO95 guidelines and SCE procedures) to safety or reliability are excluded.
Execute grid, technology, electrification and improvements to deliver safe, reliable, clean, and affordable energy for customers	Achieve CPUC and FERC jurisdictional capital improvement plan execution, which is a measure of work performed, consistent with appropriate regulatory direction. This is an activity-based metric.	Capital deployment amount reflects 2021 GRC authorized spend levels as specified in Final Decision. Includes delivery of utility owned storage commitments.	N/A
Core Earnings	See section 3a.iv and the footnote for the	Core earnings are defined as SCE's earnings less non-core items for SCE. Non-core items	The Committee may adjust the Core Earnings goal levels to the extent (if any) it

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
	core earnings goal in Table 3c.1.	include income or loss from discontinued operations and income or loss from significant discrete items that management does not consider representative of ongoing earnings, such as write downs, asset impairments and other income and expense related to changes in law, outcomes in tax, regulatory or legal proceedings, and exit activities, including sale of certain assets and other activities that are no longer continuing.	determines appropriate to mitigate: (i) the impact of any differential between the assumptions upon which the current Core Earnings goal levels are based with respect to cost recovery from SCE's Catastrophic Event Memorandum Account application(s) to recover certain emergency costs that SCE incurred to restore damage caused by 2020 wildfires (collectively, "CEMAs for 2020 Emergency Wildfire Restoration") and the actual result for the company's earnings if final decisions for the CEMAs for 2020 Emergency Wildfire Restoration are not received in 2023; and/or (ii) the impact of any differential between the final decisions SCE received in 2022 with respect to SCE's 2022 off-cycle and 2023-2025 on-cycle Cost of Capital applications and the actual result for the company's Core Earnings if either or both of these final decisions are overturned in response to applications for rehearing

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
System Average Interruption Duration Index (SAIDI), Repair	Number of minutes, on average, a customer was without power in a year due to sustained interruptions from unplanned or emergent outages lasting five minutes or more. This is a lagging/ outcome-based metric.	Sum of all sustained customer interruption durations from unplanned or emergent outages lasting five minutes or more divided by the total number of customers served	Excludes major event days (MEDs) and Public Safety Power Shut Off (PSPS) events.
Implement DEI action plans	Implement Organizational Unit level DEI action plans measured by milestone completion index. This is a lagging/outcome-based metric.	Index measures actual 2023 milestone completion for achievements representing all Organizational Unit level DEI plans against 2023 planned milestone completion for representative DEI plans, measured on a cumulative basis.	N/A
Diverse Business Enterprise (DBE) spend	Measures SCE performance in procuring goods and services from diverse suppliers in compliance with CA GO 156 guidelines. This is a lagging/ outcome-based metric.	Sum of DBE PO Spend, DBE Non-PO Spend, DBE Credit Card Spend and DBE Tier 2 Spend multiplied by 100. Divide the result by the sum of Total PO Spend, Total Non-PO Spend and Total Credit Card Spend	Excludes DBE Suppliers with recorded spend that do not have a valid 2023 certificate with the Supplier Clearinghouse or spend that is not categorized as a product or service. “Product and service categories” means product and service categories as defined by the Standard Industrial Classification (SIC) system maintained by the US Department of Labor, Occupational Safety and Health Admin, as they currently read or as amended or as defined by any other updated classification system that supersedes the SIC system.
Clean Energy Transition: Transportation	TE: charging port installations. This is a	Number of charging port installations. Scope includes ports from Charge Ready Light	N/A

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
Electrification (TE) and Building Electrification (BE)	lagging/outcome-based metric.	Duty and Charge Ready schools. Installation scope includes completing SCE infrastructure.	
	TE: medium/heavy duty electric vehicle conversions. This is a lagging/outcome-based metric.	Number of Medium/Heavy Duty electric vehicle conversions. Scope includes electric vehicle conversions from Charge Ready Transport program. Electric vehicle conversions scope includes completing SCE infrastructure.	N/A
	BE: heat pump installations. This is a lagging/outcome-based metric.	Number of residential and commercial heat pump retrofit installations. Installations are defined as heat equipment serving both residential households and commercial buildings installed in the SCE service area. Scope includes the following customer programs: San Joaquin Valley Disadvantaged Community Pilot, Energy Savings Assistance programs, statewide Technology and Equipment for Clean Heating Initiatives (SB 1477), Self-Generation Incentive Program, and Energy Efficiency (EE) local programs.	The goal does not count heat pumps that may be installed through the statewide EE HVAC or Plug Load & Appliance programs currently being administered by SDG&E.
Billing & Payment (B&P) and Outage Net Score	Customer Satisfaction index metric which measures 2 unique experiences: (1) The Billing & Payment experience, comprised of (i) The Bill Questions experience, where customers call in to SCE's call center to ask questions about their bill and (ii) the Payment experience,	Net score is measured on a -100 to +100 point scale and is calculated by taking the percentage of customers who scored 9's and 10's (considered promoters) on the survey minus the percentage of customers who scored 1-6 on the survey (considered detractors).	Excludes non-mass market business customers

Measure/Metric	Detailed Definition	Calculation Methodology	Any Adjustment/ Exclusions
	where customers are surveyed when they successfully complete a payment on SCE.com or via Interactive Voice Response and (2) The Outage experience, comprised of (i) the maintenance outage experience, where customers are surveyed after a maintenance outage is completed and (ii) the repair outage experience, where the customers who reported the outage as well as the customers impacted by the outage are surveyed. This is a lagging/outcome-based metric.		
Operational Excellence: Implement planned improvement projects	Measures completion of approved Operational Excellence projects to advance continuous improvement culture across the enterprise. This is a lagging/outcome-based metric.	Number of completed Operational Excellence projects divided by the baseline count of Operational Excellence projects. Multiply the result by 100 to convert to percentage. The baseline reflects the number of projects with material impact planned for completion in 2023 (as of 1/1/23). The numerator is computed as 1.0 point for every project completed on time. A 0.5 point will be added for every project completed early and a 0.5 point will be deducted for every project completed late.	N/A

From: Nayiri Pilikyan <NAYIRI.PILIKYAN@SCE.COM>
Sent: Tuesday, February 27, 2024 3:25 PM
To: Elise Torres <etorres@turn.org>
Cc: SCEGRC <scegrc@sce.com>; William K. Briggs <william.k.briggs@sce.com>; Garrick Jones <gfj@infrasmartenergy.com>; Pamela Arnold <Pamela.Arnold@sce.com>; Douglas Tessler <Douglas.Tessler@sce.com>
Subject: RE: (External):Re: (External):Benefits data discrepancy between Ex. SCE06V04 and the R.O. Model

Hi Elise,

Below is the response to your 2nd question regarding data discrepancies between SCE's data request response to TURN-009 and the RO model.

The data used in "TURN-009-06.g-STIP Participation Data" is different from the RO model for two reasons. First, the data included in "TURN-009-06.g-STIP Participation Data" does not include short-term incentives paid to *executives*, as TURN-009, Question 06.g specifically requested information for "SCE's entire, *non-Executive* workforce." Second, SCE's STIP is paid out the following year from the plan year (i.e. STIP for plan year 2021 is paid out in 2022). In "TURN-009-06.g-STIP Participation Data", SCE erroneously showed the STIP amount paid for the year the STIP was paid out, and not the plan year. Meaning, 2021 STIP was included for 2022, when it should have been included for 2021. The RO model correctly shows the STIP for the plan year. SCE will be updating its response to TURN-009 Question 06.g to include the 2021 plan year STIP under 2021, and will also update the data to include STIP for plan year 2022. We expect to have this revised data request response to TURN by end of day today, or tomorrow at the latest.

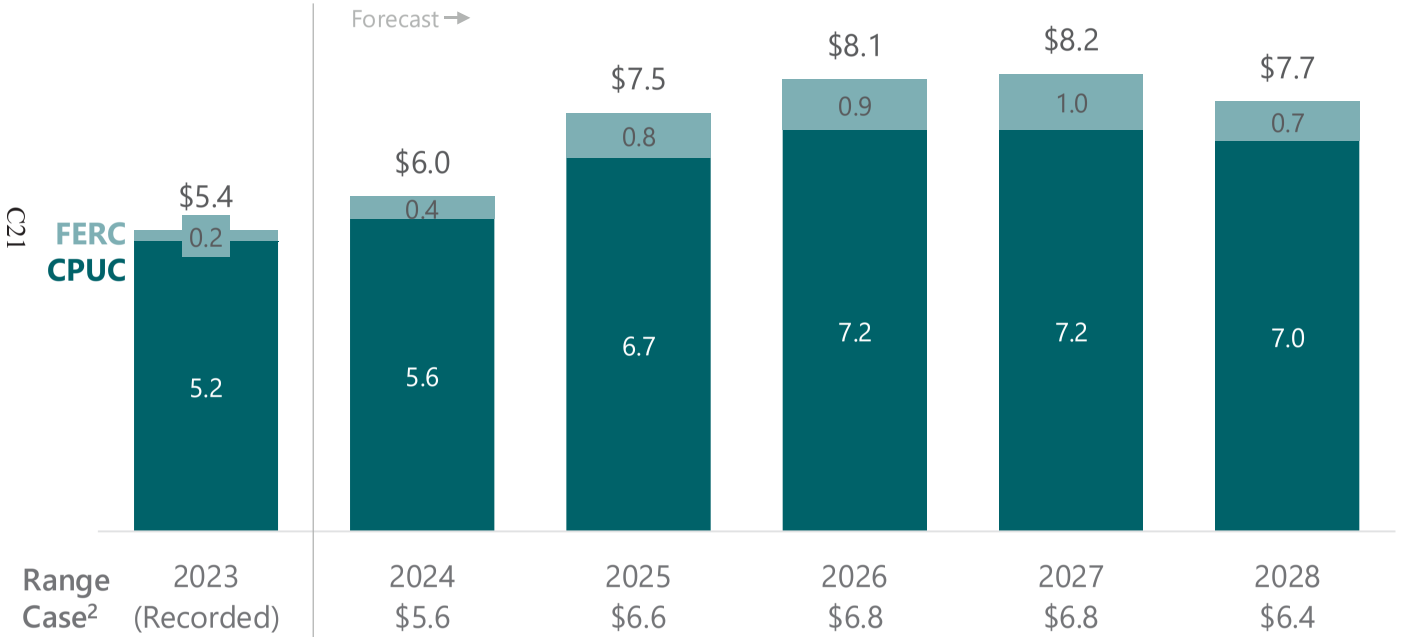
Please let me know if you have any other questions or concerns.

Best,
Nayiri

GRC underpins ~$38–43 billion 2023–2028 capex forecast; substantial additional investment opportunities offer upside

Capital deployment expected to increase in 2025–2028[1]

Capital Expenditures, $ in Billions



Forecast does not include substantial additional capital deployment opportunities

1. NextGen ERP
2. Advanced Metering Infrastructure (AMI) 2.0
3. Other potential investments in the grid supporting reliability, resilience, and readiness

$2bn+

4. FERC transmission

$2bn+

1. Forecast for 2025 includes amounts requested in SCE's 2025 GRC filing. Additionally, reflects non-GRC spending subject to future regulatory requests beyond GRC proceedings and FERC Formula Rate updates
2. Annual Range Case capital reflects variability associated with future requests based on management judgment, potential for permitting delays and other operational considerations

2018 SCE CORPORATE PERFORMANCE SCORING MATRIX

Goal Category	Target Score for Goal Category[1]	Key Goals/Performance Contributing to Actual Score: Goal[2]	Key Goals/Performance Contributing to Actual Score: Performance[2]	Actual Score for Goal[3]	Actual Score for Goal Category[3]
Financial Performance	40	• Core earnings of $1.359 billion[4]	• *Goal Exceeded:* $1.392 billion[4]	50	**50**
Operational & Service Excellence	10 (safety goal)[5]	• Achieve hazard awareness and risk mitigation milestones; DART injury rate ≤0.80	• *Goal Partially Met:* enhanced tools for field awareness and hazard response; DART rate of 0.98	5	**24**
	15 (other goals)[5]	• Affordable customer rates: O&M cost per customer ≤$376	• *Goal Exceeded*: $365	8	
		• System reliability: SAIDI ≤83; achieve reliability milestones	• *Goal Exceeded:* SAIDI of 71; increased field direction by Reliability Operations Center	7	
		• Customer satisfaction: J.D. Power large utility business rank ≤19 and residential rank ≤17	• *Goal Partially Met:* business rank of 10; residential rank of 21	4	
		• SONGS: transfer 50 canisters of fuel to dry storage	• *Goal Not Met*: 29 transferred, then transfers suspended (10-K, pg. 19)	0	
Policy, Growth & Innovation	25	• Achieve favorable outcome in 2018 GRC and other CPUC and legislative processes	• *Goal Partially Met:* no GRC decision in 2018; PCIA decision mitigates cost shift to bundled customers; approval of TOU rates; resolved SONGS OII; SB 901 (10-K, pgs. 4, 6, 108-9, 122-124)	7	**19**
		• Capital spending target: $4.107 billion combined CPUC and FERC-jurisdictional	• *Goal Exceeded:* $4.363 billion (10-K, pgs. 8-9)	5	
		• Transportation electrification: launch projects approved by CPUC; file application for Charge Ready Phase 2	• *Goal Exceeded:* projects launched on schedule; Charge Ready Phase 2 application filed (10-K, pgs. 9-10)	4	
		• Customer service: manage re-platform on-time and on-budget	• *Goal Partially Met:* critical milestones achieved, but project delayed 3 months and over budget	2	
		• Grid modernization: automate 200 distribution circuits; capital spend of $282 million	• *Goal Not Met:* 73 circuits automated; capital spend of $145 million	1	
Diversity, People & Culture	10	• Implement 30 employee X-Change ideas; train 35% of T&D field leaders and employees on safety leadership	• *Goal Exceeded:* 41 completed X-Change projects; trained 39% of field leaders and 43% of field employees	7	**14**
		• Increase diversity of executive and leadership populations	• *Goal Exceeded:* diversity increased 3%	5	
		• Diverse Business Enterprise Spend ≥40%	• *Goal Met:* approx. 45%	2	
Foundational Goals	0[6]	• No worker fatalities	• *Goal Not Met:* two contractor fatalities	-5[7]	**-5**
		• No serious injuries to public from system failure and no significant non-compliance events	• *Goal Met*	0[7]	
		• No significant disruption, data breach or system failure	• *Goal Met*	0	
Total:	100				**102**

(1) The potential score for each goal category (other than Foundational Goals, which are discussed in footnote (6) below) ranges from zero to twice the target score for the goal category. The potential total score is from zero to 200.

As a reminder, the STIP-to-base-pay transition is being done in three stages:

- 2023: Represented employees
- 2024: Nonrepresented, nonexempt employees
- 2025: Nonexecutive exempt employees.

Health Spending

Early 2021 data show no rebound in health care utilization

By Kieran Gallagher, Jackie Gerhart, Krutika Amin, Matthew Rae, and Cynthia Cox *KFF*

August 17, 2021

Early in the COVID-19 pandemic, stay-at-home measures, potential risk of COVID infection at a hospital or doctors' offices, and concerns over hospital capacity led to sharp declines in health care utilization and spending, including drops in hospital admissions for both acute and elective procedures. There was also a drop in preventive service use. Spending decreased across all health services. While telemedicine use increased rapidly during the pandemic, it did not offset the decrease in in-person care.

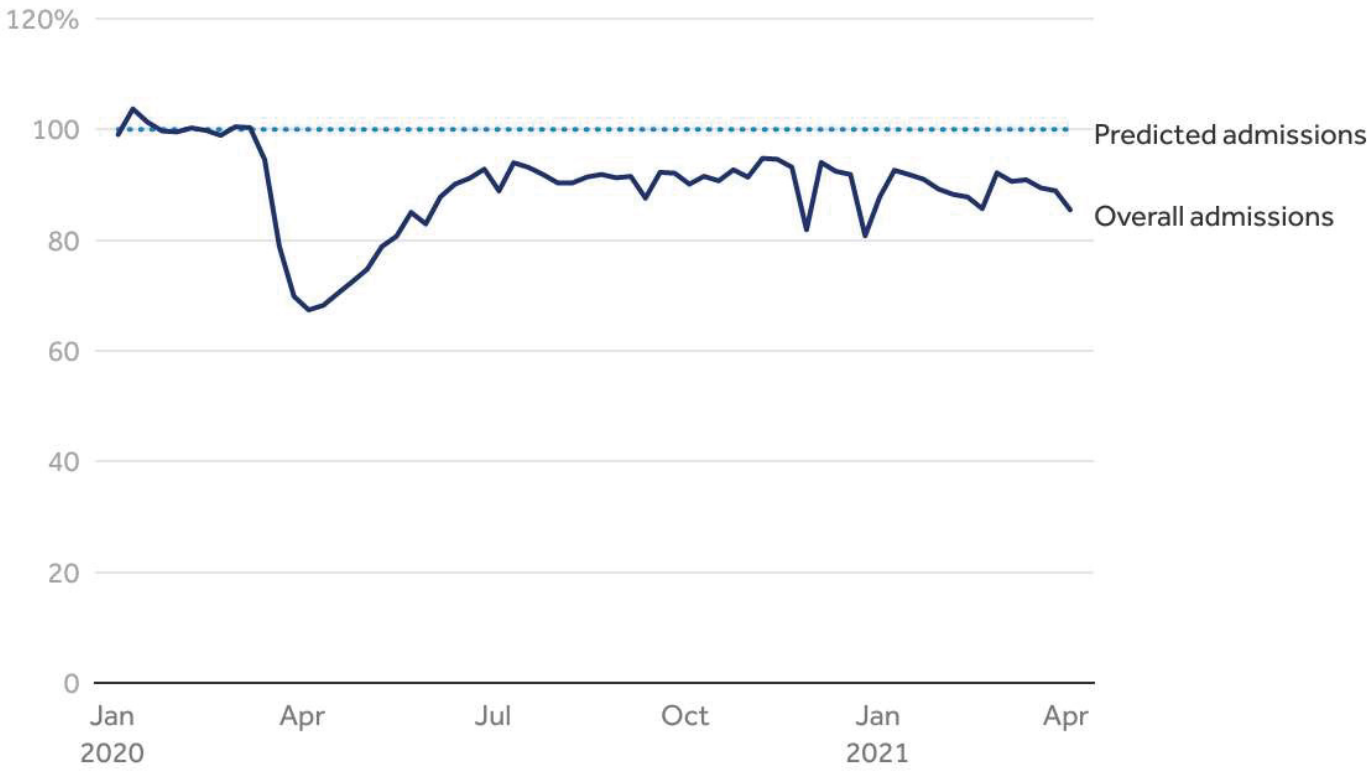
Many have wondered whether health care utilization will rebound or even increase to make up for the delayed or forgone care from the past year. If so, this pent-up demand has the potential to increase health spending now or in the coming year.

This brief updates Epic Health Research Network (EHRN) and KFF analysis of data for nearly 10 million admissions in the Epic health record system. Data come from Cosmos, a HIPAA Limited Data Set from Epic customers, which include 250 hospitals across 47 states and 112 million patients. We also used Bureau of Economic Analysis data to look at trends in health services spending. We find that hospital admissions remain below expected levels through early April 2021. Similarly, health spending overall (for hospitals and ambulatory care) remains below expected levels through at least June 2021. Thus far into the pandemic, we have not seen an increase in hospital admissions due to pent-up demand for forgone care in the last year.

Hospital admissions remained below expected levels through early April 2021

Observed overall hospital admissions as a percent of predicted admissions, Jan. 2020 - April 2021

Select: Overall Non-COVID



Source: Epic and KFF analysis of Epic Cosmos data

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EPIC HEALTH RESEARCH NETWORK

The Epic Health Research Network (EHRN) data show hospital admissions remaining below expected levels through at least April 9, 2021. In the week beginning on April 3, 2021, hospital admissions were 85.5% of what would be expected based on historic patterns. Averaged over the first quarter of 2021, hospital admission rates were 89.4% of what would have been expected in the absence of the pandemic.

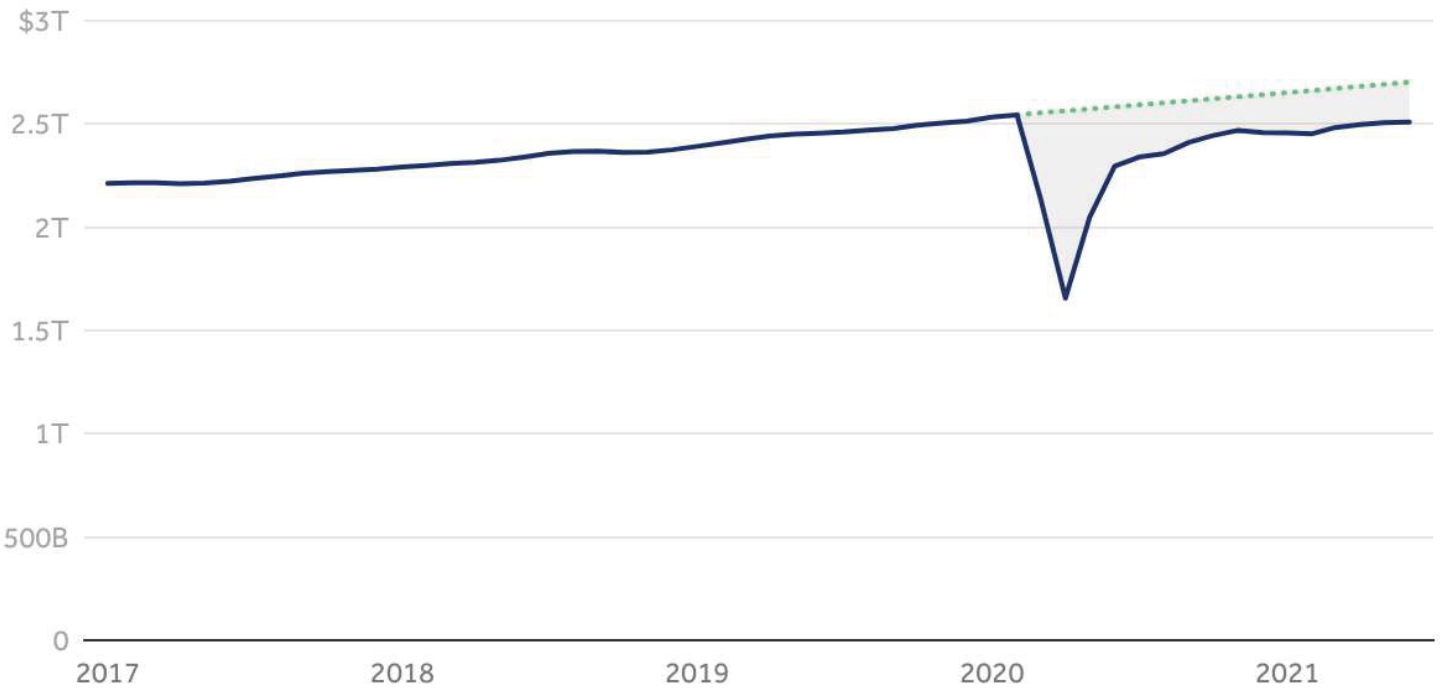
Though vaccinations significantly reduced the rates of hospitalizations for COVID-19 in early April 2021 from peak COVID hospitalizations in January 2021, the pandemic is still driving a significant share of hospital admissions. If we remove patients with a COVID-19 diagnosis, we see that all other admissions are 80.7% of expected levels based on pre-pandemic usage in the week of April 3, 2021.

The hospital admissions data in this analysis are only through April 9, 2021. In recent weeks, **COVID-19 hospitalizations** have begun to trend upward again in part due to the Delta variant. There remains uncertainty about how any future waves of COVID-19 cases might affect hospital utilization more generally.

Overall, health services spending is 7.1% below prior years' trends

Health services expenditures (seasonally adjusted annual rates), Jan. 2017-June 2021

Select: Health services | Hospital



Note: Projected health services expenditures are based on January 2017-January 2020 monthly average growth rate applied to February 2020-June 2021.

Source: KFF analysis of BEA data

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Reflecting lower utilization levels, health spending more broadly also remains below pre-pandemic levels. One source for health spending trends is the personal consumption expenditure (PCE) data published monthly from the Bureau of Economic Analysis (BEA). PCE measures the total money spent on health

services. Consistent with EHRN, PCE data show spending on health services (hospitals and ambulatory care) remains 7.1% below expected health spending in June 2021 on an annualized seasonally adjusted basis. Spending on hospitals is 4.1% below expected health spending in June 2021. Since January 2021, annualized overall health services and hospital expenditures are growing at a similar rate as prior to the pandemic in 2017-2020.

Missed care could affect providers' bottom lines and boost insurer profits

While lower levels of utilization have reduced spending, hospitals and other health care providers have qualified for various types of **federal assistance** during the coronavirus pandemic. Most notably, hospitals and other health care providers received grants from the $178 billion **provider relief fund** that is being distributed by the Department of Health and Human Services (HHS). Thus, hospitals and providers may be temporarily sustained with the federal assistance. In the long-run once federal assistance dries up, depressed utilization could affect the finances of hospitals and other providers.

Health insurers, in contrast, may be benefiting financially from this decline in hospital admissions and certain other medical services since the start of the pandemic. KFF analysis found that in 2020 average **gross margins** for health insurers had remained relatively high compared to 2019 and 2018 across the individual market, group market, Medicare Advantage and Medicaid Managed Care markets. In the fully-insured commercial market, the Affordable Care Act requires insurers to return some excess profits to enrollees in the form of rebates.

The implications of missed care for population health remain to be seen

Following an unprecedented decrease in the number of hospital admissions last year, utilization remains below expected levels. The persistence of lower-than-expected utilization suggests some of the care that did not occur early in the COVID-19 pandemic was foregone rather than simply delayed.

Several factors may be contributing to the lower-than-expected number of hospital admissions in early 2021. For example, the economic effects of the pandemic may depress the number of people seeking services. As has been seen in past economic downturns, some people may be forgoing care due to **cost reasons**.

Suppressed health care use may not be driven only by demand. A more limited supply of health care workers may also lead to continued delays in the availability of care. Health sector employment **declined** somewhat in the pandemic, and even as health employment rebounds, it may take time for appointment slots to fully reopen.

Even after the pandemic ends, the effects of this delayed and forgone care are yet to be seen. Some of the care that was missed earlier in the pandemic may have been for acute conditions that resolved on their own or chronic conditions that were managed with less service intensity than would have otherwise

been delivered. But in other cases, care that was missed may have led to worsened outcomes or even premature death. Looking ahead, people's experiences with the health care system during the pandemic and increase in telemedicine and alternative ways of delivering care may alter how people use care.

Methods

The analysis is based on EHRN and KFF analysis of the Epic Cosmos Limited Data Set, which includes data for more than 112 million patients from 250 hospitals across 47 states. Contributing organizations were included if they had data through January 1, 2017. Organizations were then excluded if they had go-lives or mergers during the study time period, had multiple weeks of missing data, or showed discrepancies.

Overall, 9.6 million admissions are included in this sample. Expected admissions are based on the historic utilization in the pre-pandemic era. A generalized additive model was trained on weekly admissions data from January 1, 2017 to January 25, 2020 and to generate weekly predicted admissions from January 26, 2020 to April 9, 2021.

Admissions were grouped by week of discharge. COVID-19 admissions are defined as admissions with either a documented COVID-19 diagnosis (U07.01) or other respiratory diagnosis involving a patient who tested positive for COVID-19 or received a COVID-19 diagnosis within 14 days of admission.

The Bureau of Economic Analysis (**BEA**) data through June 2021 published on July 30, 2021 were used. We used spending data for health services, which does not include spending on pharmaceutical and other medical products. The BEA monthly figures are estimates and are later adjusted using the Quarterly Services Survey. Therefore, there may be some lag in actual spending and monthly BEA estimates of health spending.

Kieran and Jackie are with the Epic Health Research Network (EHRN). Krutika, Matthew, and Cynthia are with KFF.

About this site

The Peterson Center on Healthcare and KFF are partnering to monitor how well the U.S. healthcare system is performing in terms of quality and cost.

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Access & Affordability

How has healthcare utilization changed since the pandemic?

By Matthew McGough, Krutika Amin, and Cynthia Cox *KFF*

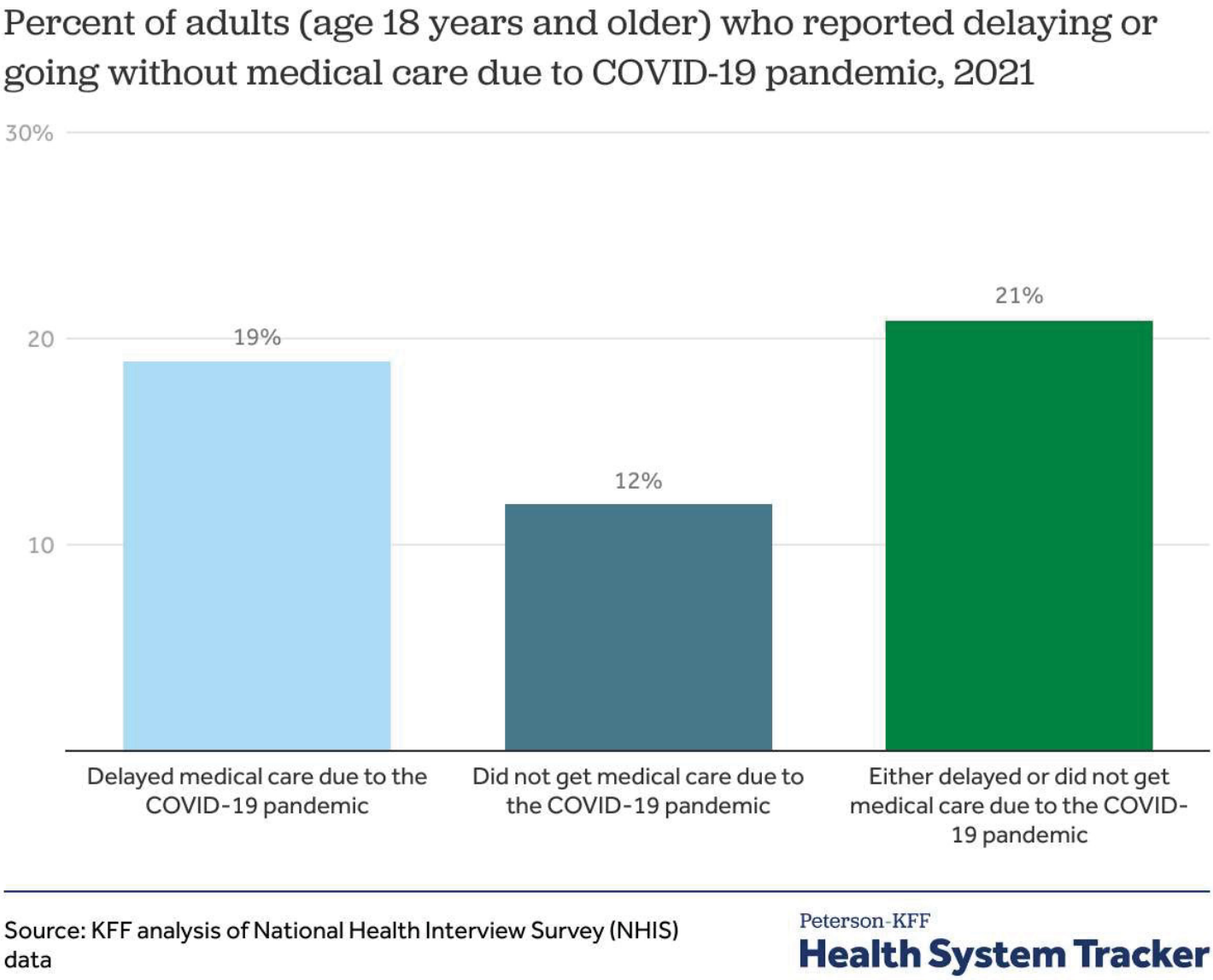
January 24, 2023

Early in the COVID-19 pandemic, many outpatient visits and elective hospitalizations were delayed, avoided, or cancelled, leading to a sharp decline in healthcare utilization. However, there have been expectations that there will be pent-up demand for this missed care.

In this chart collection, using a variety of data sources, we look at the latest available data on how health services utilization has changed over the course of the pandemic. We find that, as of mid-to-late 2022, utilization of healthcare is generally rebounding, but some of that use is likely for COVID-related treatment, testing, or vaccination, making it difficult to assess how non-COVID care compares to the amount of care people received pre-pandemic. It is likely that utilization of some services, particularly for non-COVID care, remains below expectations based on pre-pandemic trends.

As of mid-2022, healthcare utilization has rebounded from the beginning of the pandemic but in some cases may still remain below pre-pandemic levels CLICK TO TWEET

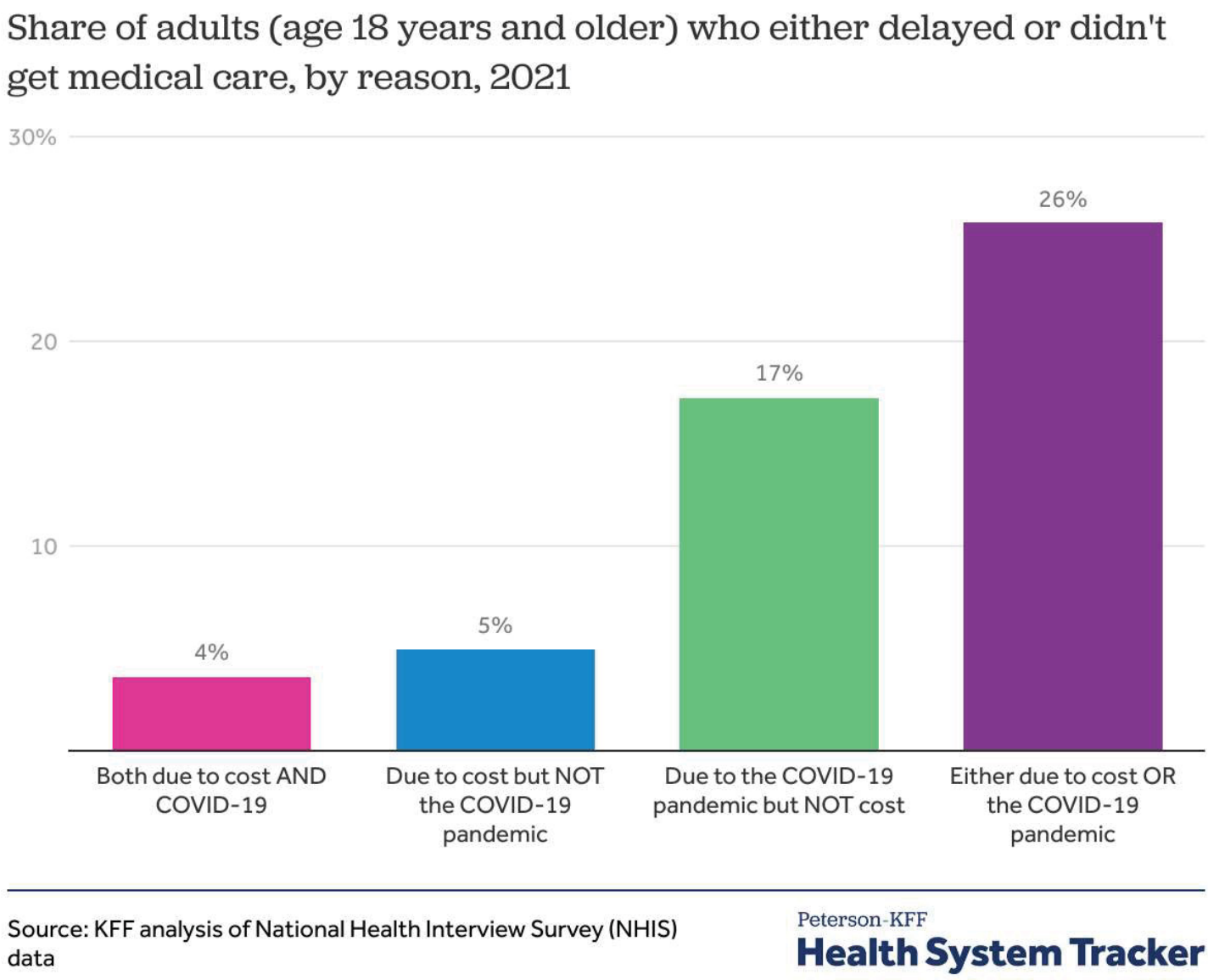
In 2021, about 1 in 5 adults missed or delayed medical care due to the pandemic



There was a **sharp drop** in utilization in 2020, particularly during the earliest months of the pandemic. Even in 2021, as vaccines became available, about one in five people ages 18 years and older (21%) reported delaying or foregoing medical care due to the COVID-19 pandemic.

This chart and other charts below that use NHIS data are based on survey questions that specify missed or delayed "medical care." There are other NHIS questions about missed or delayed prescriptions and metal health care due to costs, but the survey does not ask whether the pandemic was a reason for these delays, so we limit our analysis here to missed or delayed medical care. Additionally, NHIS sometimes asks about missed or delayed dental care due to cost, but the survey did not include this question in 2021.

Both the pandemic and healthcare costs were significant barriers to medical care in 2021



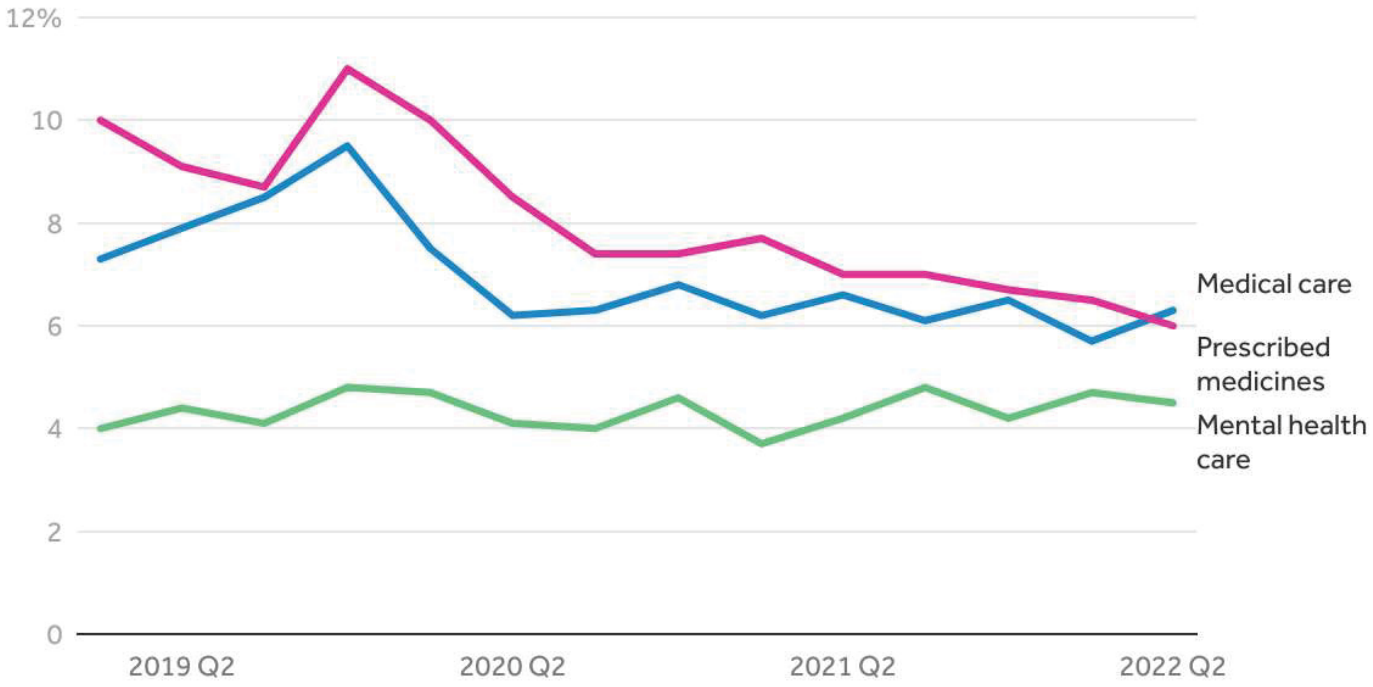
In 2021, one in four adults (26%) missed or delayed medical care due to either the COVID-19 pandemic or healthcare costs.

We find that 4% of adults in the U.S. missed or delayed medical care due to *both* costs and the pandemic in 2021. Meanwhile, 17% of adults reported missing or delaying care due to the *pandemic* but not costs, and 5% reported missing or delaying medical care due to *costs* but not the pandemic.

In addition to costs and the pandemic, there could be additional reasons for missed or delayed care, such as an inability to take time off of work, a lack of transportation, or a lack of available appointments.

Cost has remained a barrier to medical care into mid-2022

Percent of adults (age 18 years and older) reporting going without healthcare due to costs, by type of care, 1st quarter 2019 - 2nd quarter 2022



Note: Categories are not mutually exclusive; respondents may have reported going without more than one type of care. Going without prescribed medicines includes not taking prescribed doses, taking less medicine than prescribed, or delaying prescriptions.

Source: KFF analysis of National Health Interview Survey (NHIS) Quarterly Early Release data

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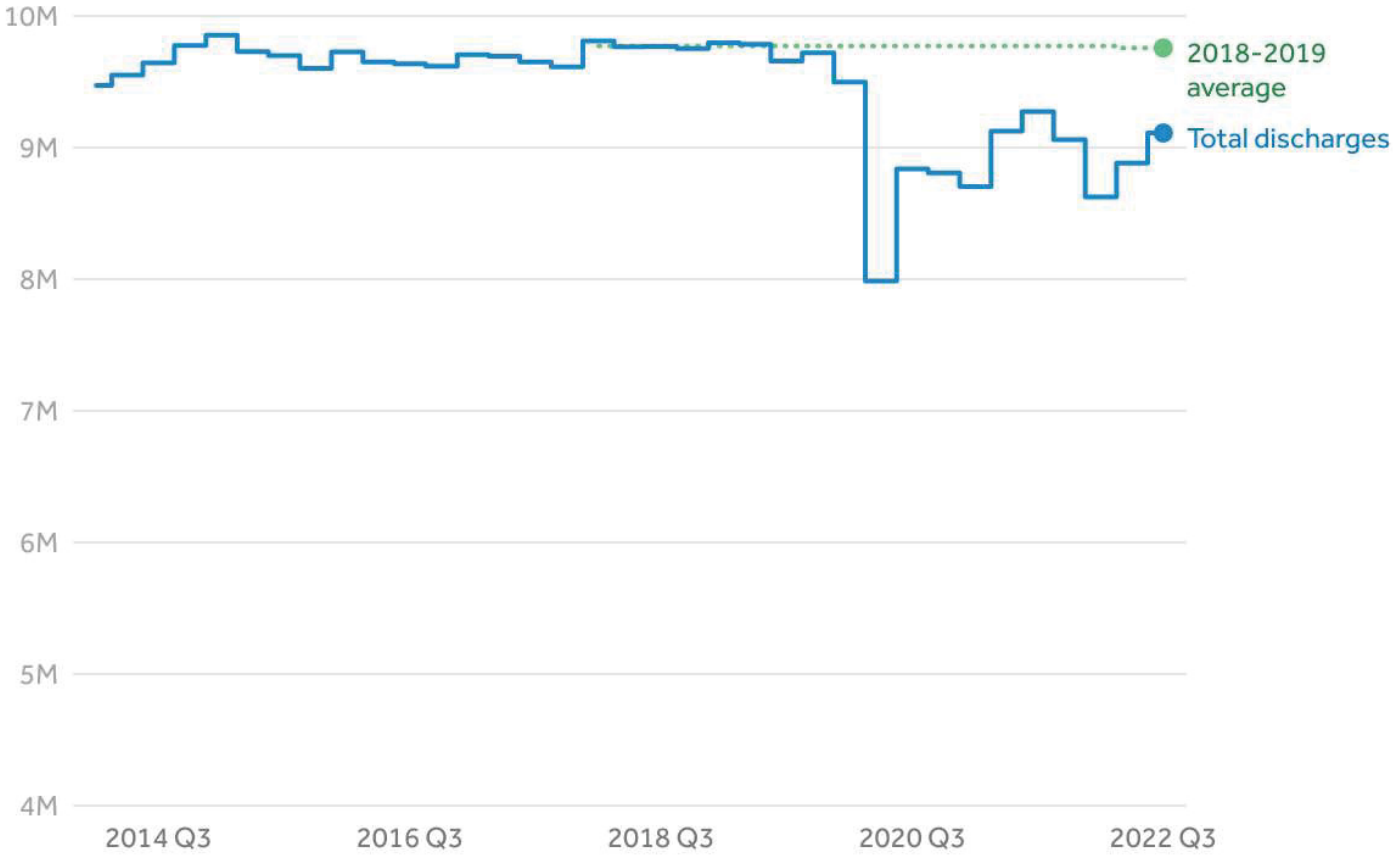
NHIS publishes quarterly updates to the rates of *cost*-related access barriers, but similar quarterly updates are not available for *pandemic*-related barriers. Cost-related access barriers rose in the early pandemic, likely associated with rising unemployment and resulting income instability, as well as disruption in health coverage. The rates of reported cost barriers have since declined somewhat in recent quarters, even as **inflation** puts strain on **household budgets**. The uninsured rate is currently at a **record**

low, and Medicaid and ACA Marketplace enrollment are at record highs. Medicaid generally has little to no cost-sharing, and enhanced subsidies in the ACA Marketplaces may have helped enrollees afford health plans with lower deductibles.

However, there are other factors to consider. While the share of adults who reported delaying or not getting care due to cost reasons decreased from 2019 to 2021, part of this trend might be because COVID-19 presented another reason care was delayed or foregone. It is difficult to tease apart the various reasons one might not get the care they need. There is also variation across demographic groups in rates of cost-related access barriers (discussed more below). Additionally, as pandemic-era Medicaid continuous coverage ends and dis-enrollments resume, there will likely be an uptick in the uninsured rate, which could result in increases in cost-related barriers to care. Our earlier work has shown that many households lack the liquid assets needed to afford out-of-pocket expenses typical in private health plans. KFF polling has consistently shown the difficult decisions families make in juggling costs for essentials like housing, food, and healthcare.

Hospital discharges have increased recently but remain below pre-pandemic levels

Number of hospital discharges in each quarter, not seasonally adjusted, 1st quarter 2014 - 3rd quarter 2022



Source: KFF analysis of QSS data

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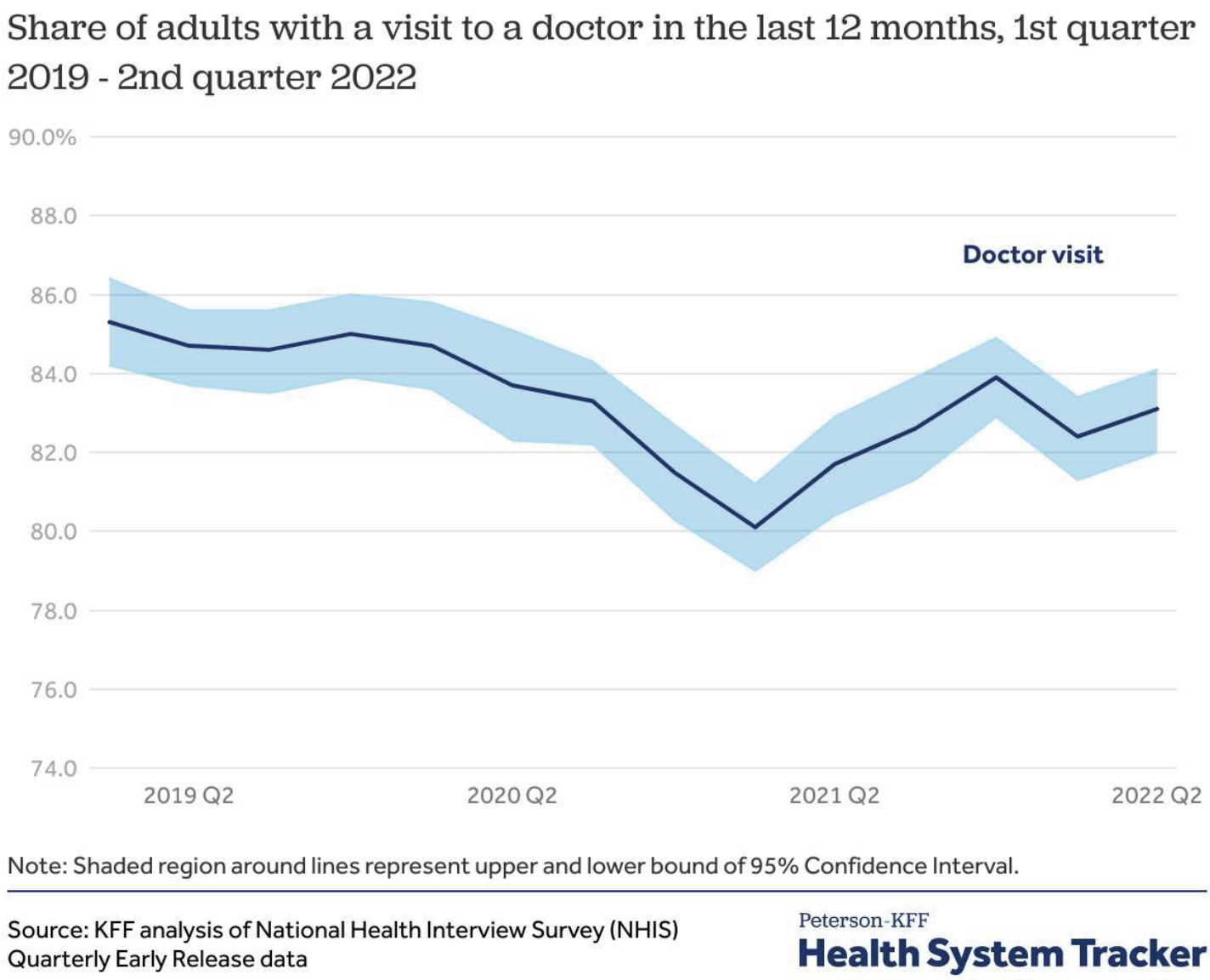
The number of hospital discharges in the third quarter of 2022 remained below the average quarterly discharges in prior years. Quarterly hospital discharges in 2018-2019 averaged 9.8 million. Since the beginning of the COVID-19 pandemic, total discharges in a quarter peaked in the third quarter of 2021 at 9.3 million, 500,000 discharges below the pre-pandemic quarterly average in 2018-2019. Despite increases in discharges through the end of 2021, there was a drop in discharges in the first quarter of 2022 compared to both the first quarter of 2021 and the previous quarter. Total discharges in the third quarter of 2022 were 9.1 million, about 700,000 discharges below the pre-pandemic quarterly average in 2018-2019.

Nevertheless, there may still be strain on hospital resources in part because the **average length of stay** is increasing. Additionally, until recently, **hospital employment** had remained below pre-pandemic levels.

While COVID-19 hospital admissions have increased during this most recent winter wave of infections, the level of admissions is well short of what we saw a year ago. As the virus continues to mutate, the future course of the pandemic, and what it means for health utilization and spending, is quite uncertain.

The share of adults with a doctor visit in the past year dipped early in the pandemic and remains somewhat below early 2019 levels

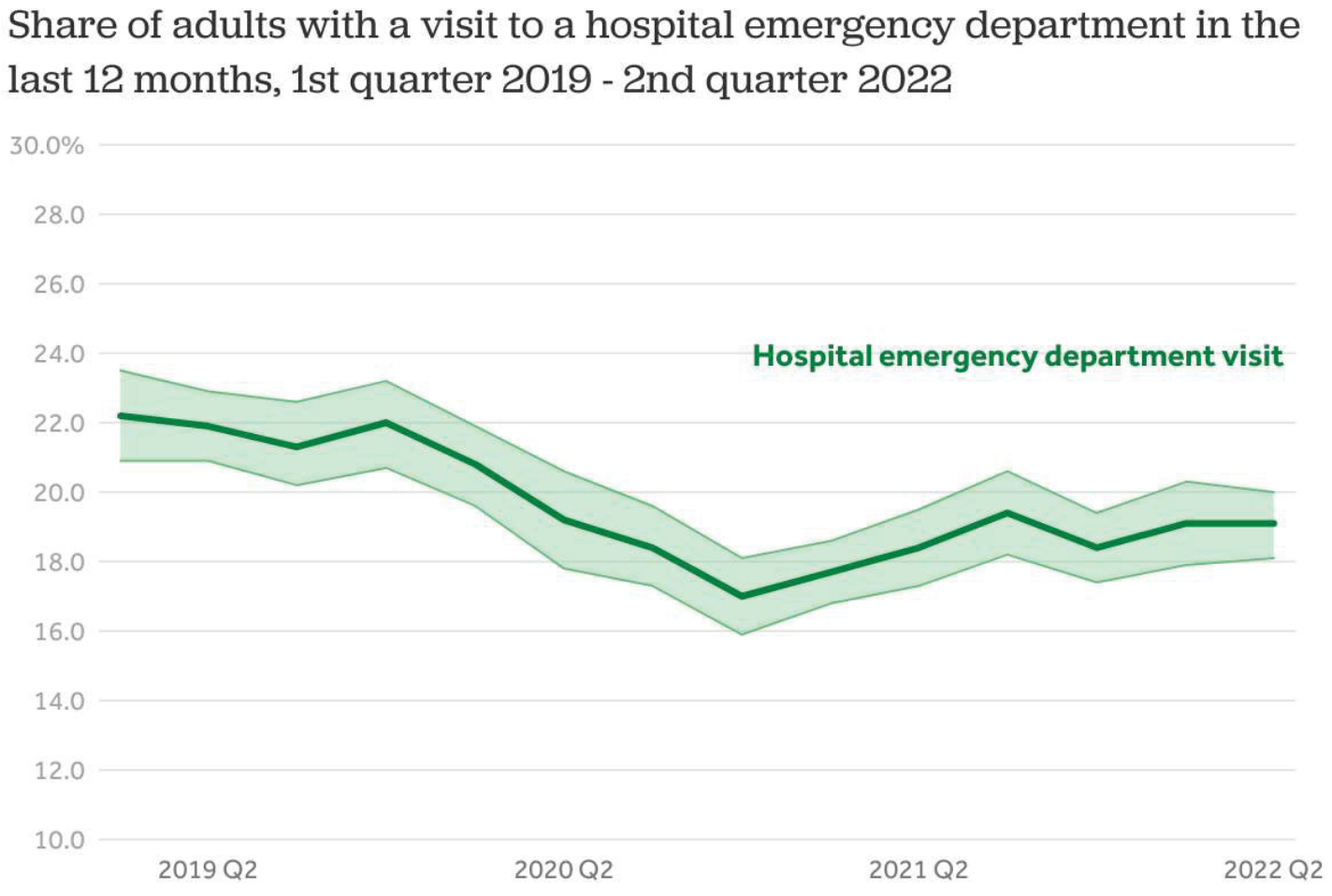


The National Health Interview Survey (NHIS) early release estimates provide a look at how visits to doctor's offices and hospital emergency departments have changed from 2019 through mid-2022.

Because the survey asks about utilization in the past year, though, it may mask volatility in utilization from month to month.

The share of adults with a doctor visit in the last year has recovered but has not reached early 2019 levels. In the first quarter of 2019, 85.3% of adults reported going to a doctor in the previous 12 months. The share of adults who had a doctor visit decreased in 2020 and reached the lowest level in the first quarter of 2021 with 80.1% of adults having seen a doctor in the prior year. In the most recent quarter with available data, the second quarter of 2022, 83.1% of adults saw a doctor in the past year.

Similarly, the share of adults with a visit to an emergency department fell in mid-2020 and remains below pre-pandemic levels



Note: Shaded region around lines represent upper and lower bound of 95% Confidence Interval.

Source: KFF analysis of National Health Interview Survey (NHIS) Quarterly Early Release data

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Like physician care, utilization of emergency care appears to be somewhat below pre-pandemic levels, especially considering that an unknown share of current emergency care is due to COVID-19. The share of adults reporting an emergency department visit in the previous 12 months dropped from 22.2% in the first quarter of 2019 to 17.0% in the fourth quarter of 2020. The share of adults reporting a visit to an emergency department in the past year has since rebounded but remains below early 2019 levels. Emergency department visits in the past year rebounded to 19.4% in the third quarter of 2021 and were at 19.1% in the most recent quarter (second quarter of 2022).

The number of physician visits per person is rebounding

Note: Data are reported by private payers across the fully insured individual and group commercial markets as well as Medicare Advantage, Medicare Supplemental plans, Medicaid Managed Care Plans, and Federal Employee Health Benefit Program. Utilization data may correspond to the quarter in which the claim was paid, not necessarily when the care was received.

Source: KFF analysis of data from Mark Farrah Associates TM Health Coverage Portal, as reported by health plans submitting the Exhibit of Premiums Enrollment and Utilization to the National Association of Insurance Commissioners

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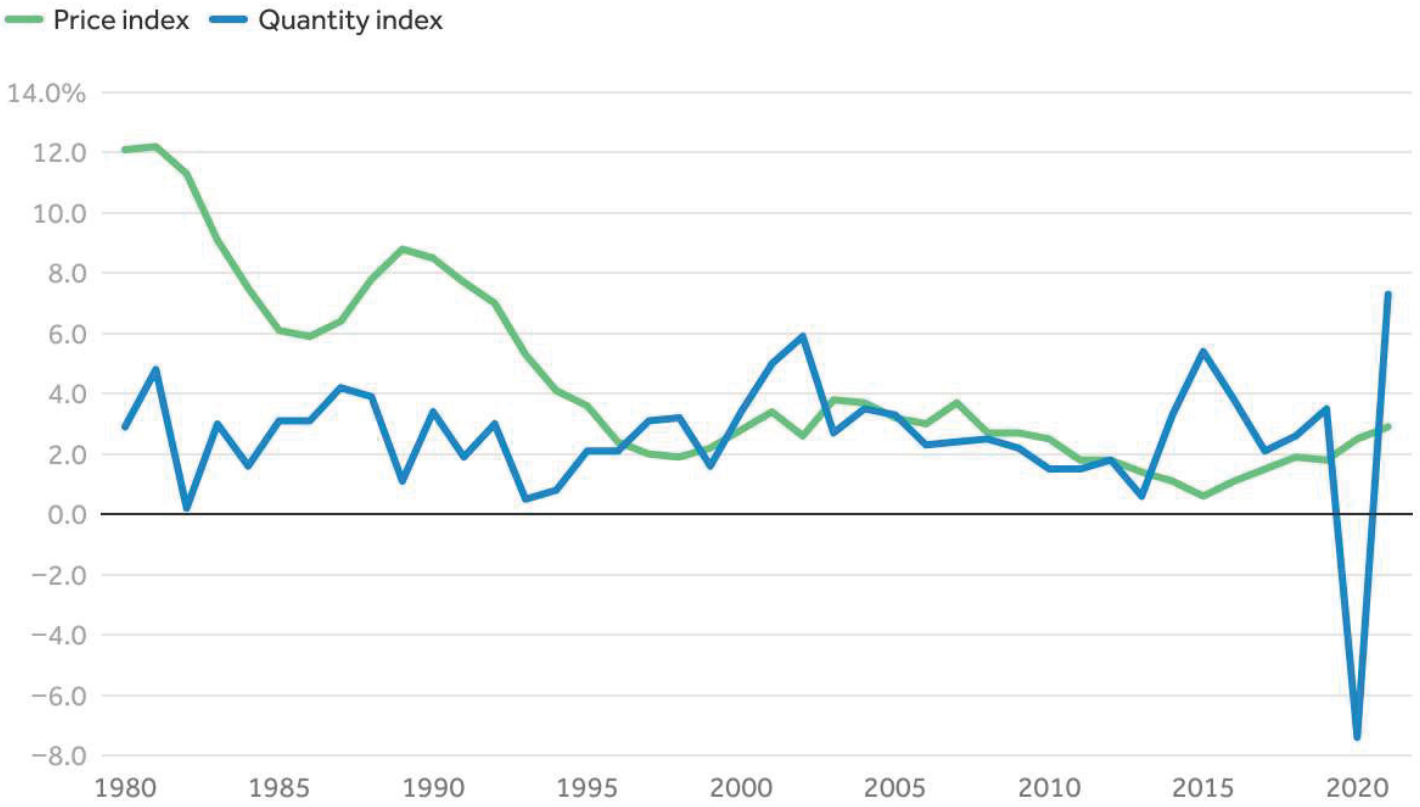
Using data private insurers report to the National Association of Insurance Commissioners, it appears the number of physician encounters per person has mostly rebounded to pre-pandemic levels. These data have some limitations, though. For example, an unknown share of current visits is for COVID-related care (treatment, vaccination, and testing), so it is likely that non-COVID care is still below pre-pandemic levels. Additionally, although the data represent people enrolled across a variety of markets (including fully insured individual and group, as well as privately administered public coverage), the chart above does not include traditional Medicare without supplemental coverage, state-administered Medicaid, or self-insured employers, which combined represent a significant share of the U.S. population.

Health service utilization increased in 2021 after a drastic decline in 2020, when many people went without care

Annual change in price and quantity real consumption expenditure indexes of health services, 1980-2021, index numbers 2012=100



Note: Price and quantity indices are for health services consumption. Data are not seasonally adjusted.

Source: KFF analysis of Bureau of Economic Analysis (BEA) data

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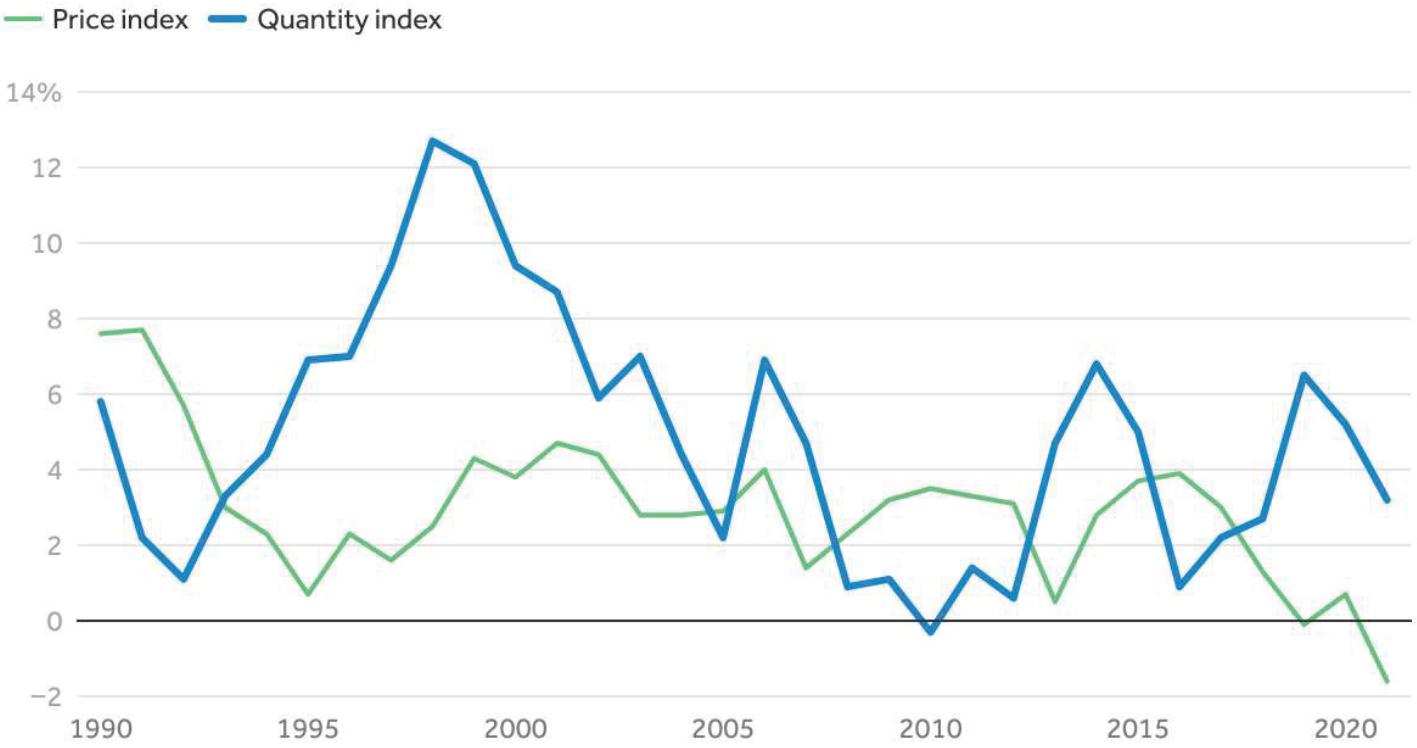
Another way to look at utilization trends is to use quantity indices from the Bureau of Economic Analysis (BEA). In 2021, healthcare prices increased by 2.9%, in line with previous years, but health services use increased by 7.3% relative to 2020. This increase in healthcare use in 2021 followed a sharp decrease in health utilization in 2020, largely driven by the COVID-19 pandemic, as many health services, such as elective procedures and routine care, were postponed or cancelled.

Use of pharmaceutical products continued to grow during the pandemic at similar rates as before

Annual percent change in price and quantity indexes of pharmaceutical and other medical products, 1990-2021, index numbers 2012=100



Note: Data are not seasonally adjusted.

Source: KFF analysis of Bureau of Economic Analysis (BEA) data

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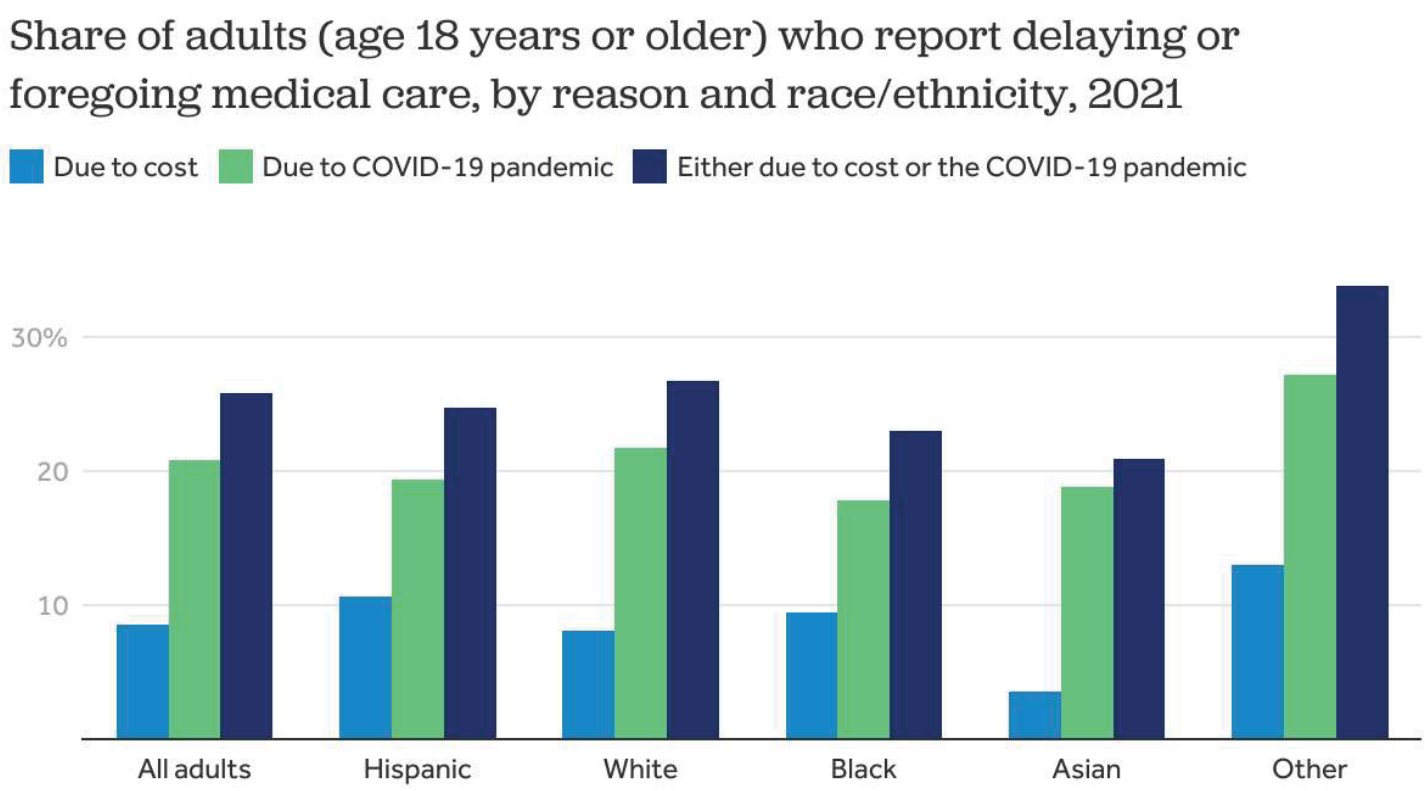
While the price index for drugs grew steadily since 2010 (ranging in growth from about 0.5% to 3.9% annually), it decreased by 1.6% between 2020 and 2021, following a 0.7% increase between 2019 and 2020. The utilization index, which has been more volatile year to year, increased 5.2% in 2020 over the previous year.

Unlike health services, pharmaceutical product utilization grew in 2020 over the previous year and the 2021 annual growth rate was similar to the rate seen in recent decades. This is likely in part due to many people stockpiling needed medications early in the pandemic when lockdowns were announced. Additionally, with local delivery or mail-in pharmacies, many people were likely able to continue filling retail prescription drugs with limited interactions and risk of spreading COVID-19. Though **new prescriptions** likely declined with fewer doctor visits.

Across all race and ethnicity groups, more adults reported delaying or foregoing care due to the pandemic than due to cost in 2021



Note: Hispanic could be any race, but all other groups are non-Hispanic. Other groups people of any race or ethnicity not otherwise stated including American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, and people of multiple races or ethnicities. Estimates for groups are statistically different from all others ($p<0.05$) except in the following case: estimates for Black people are not statistically different for delayed/foregone care due to cost and Hispanic people are not statistically different for delayed/foregone care due to either cost or COVID-19.

Source: KFF analysis of National Health Interview Survey (NHIS) data

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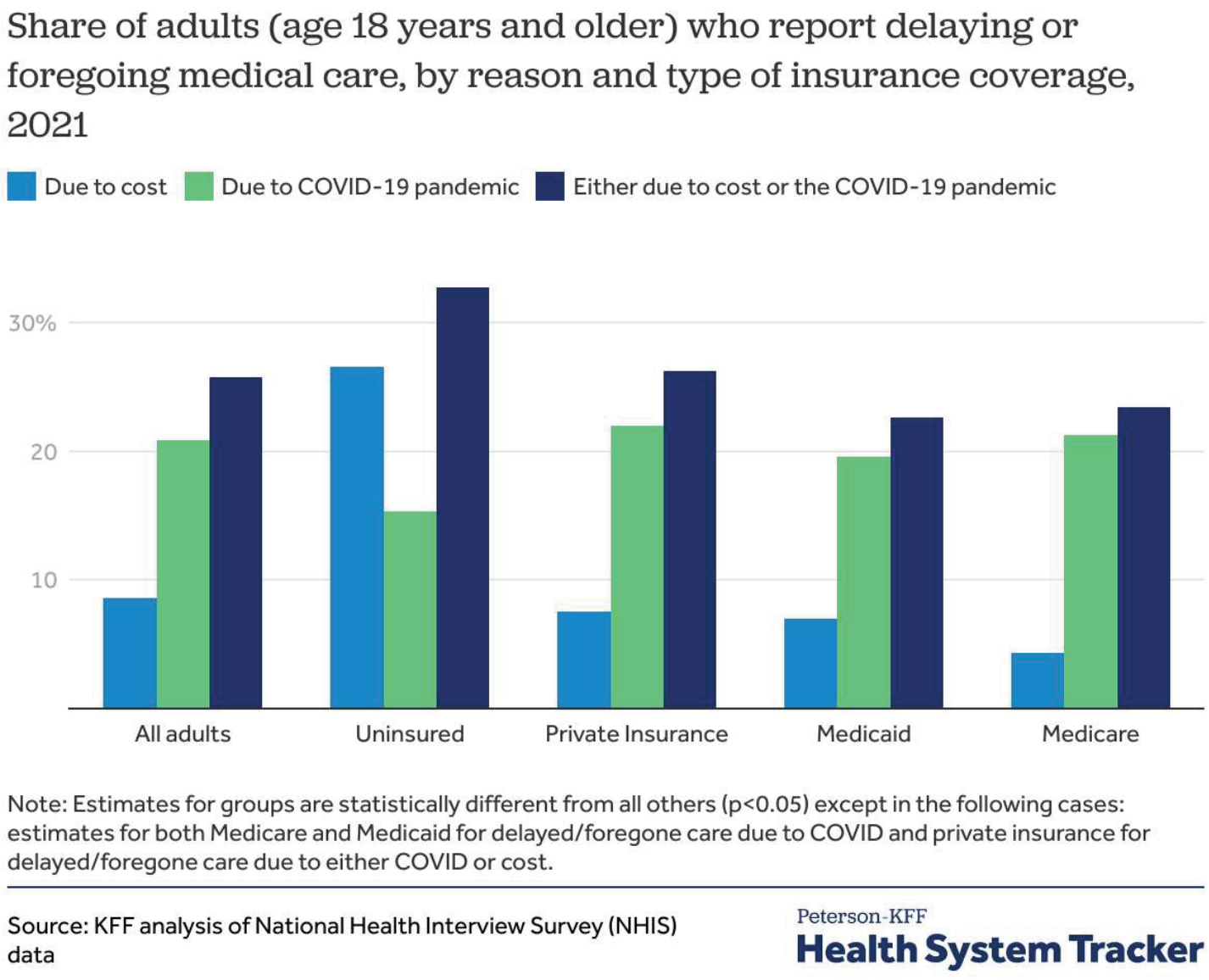
In 2021, the cost of care and the COVID-19 pandemic contributed to people delaying or foregoing care. Across all race and ethnicity groups, the COVID-19 pandemic was a more prevalent reason for delaying or foregoing care compared to cost. Asian adults had the lowest share of individuals who reported delaying care due to cost (4%), while those who were a part of an Other racial or ethnic group reported the highest share of adults who delayed or foregone care due to cost (13%).

Black adults had the lowest share of people who delayed or foregone care due to COVID-19 (18%). Adults who were a part of an Other racial or ethnic group also had the highest share of individuals who delayed or foregone care due to the COVID-19 pandemic (27%).

Only uninsured adults reported delaying or foregoing care due to cost more than delaying care due to the COVID-19 pandemic

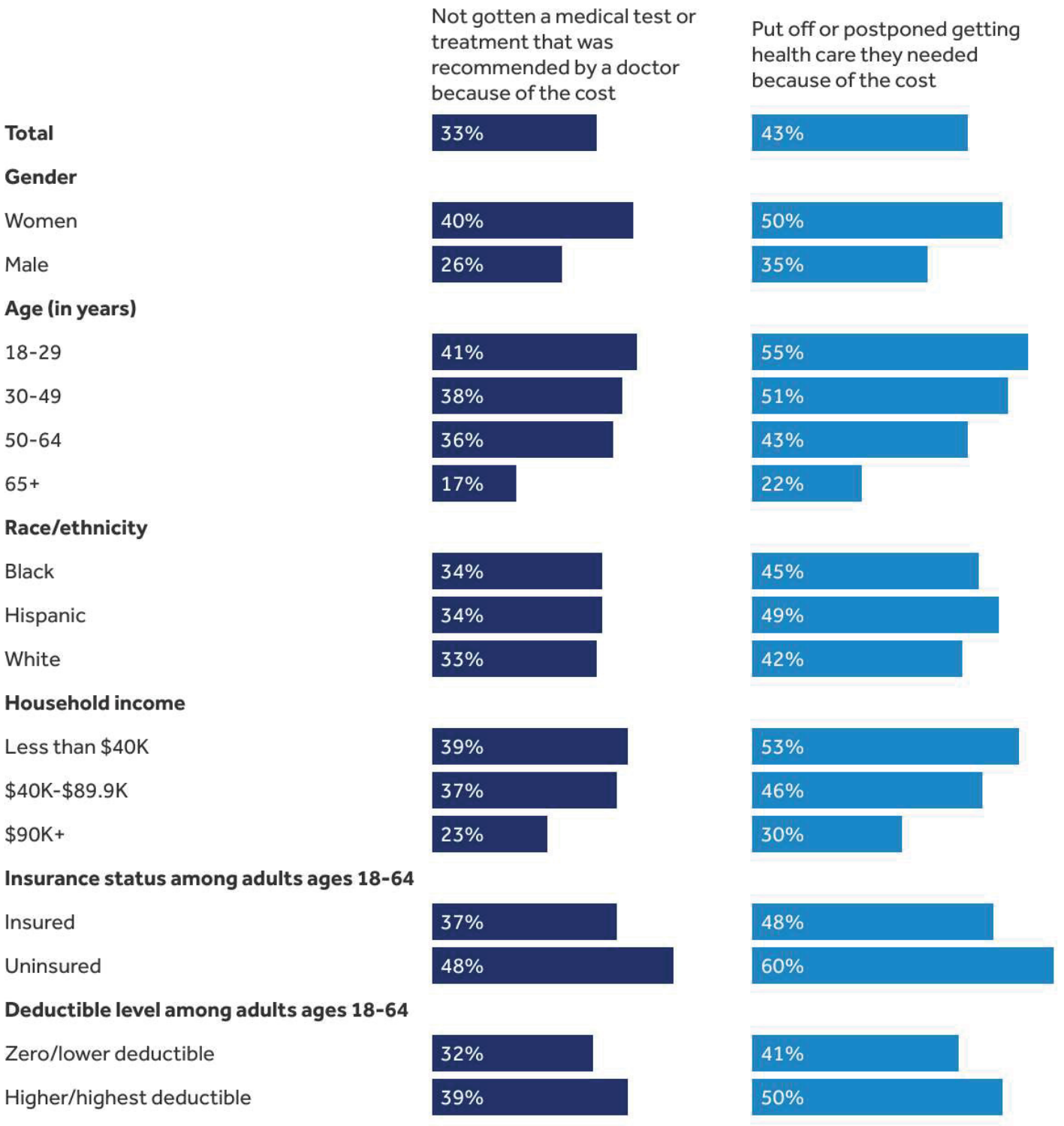


Uninsured people had the highest share of adults who had delayed or foregone care due to cost (27%) but reported the lowest share of adults who had delayed or foregone care due to the COVID-19 pandemic (15%). Among those with private insurance, over one in five (22%) had delayed or foregone

care due to the pandemic, the highest across all insurance groups. Among adults enrolled in Medicare, only 4% reported having delayed or foregone care due to cost, the lowest across all insurance types.

In early 2022, one in three adults said they or a family member did not get care due to cost

Percent who say, in the past 12 months, they or another family member living in their household has put off, postponed, or not gotten care due to cost, 2022



Source: KFF Health Care Debt Survey (Feb. 25 - Mar. 20, 2022)

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While NHIS shows about one in ten adult individuals delaying or forgoing care due to cost, KFF polling has found a larger share of adults report at least one person in their household has delayed or gone without care due to costs. Rates of forgone care are highest for uninsured and low-income individuals and households.

About this site

The Peterson Center on Healthcare and KFF are partnering to monitor how well the U.S. healthcare system is performing in terms of quality and cost.

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Health Spending

How much and why 2024 premiums are expected to grow in Affordable Care Act Marketplaces

By Jared Ortaliza, Matthew McGough, Meghan Salaga, Krutika Amin, and Cynthia Cox *KFF*

August 4, 2023

Health insurers submit rate filings annually to state regulators detailing expectations and rate changes for Affordable Care Act (ACA)-regulated health plans for the coming year. A relatively small share of the population is enrolled in these plans (compared to the number in employer plans), but these filings are generally more detailed and publicly available. These filings provide insight into what factors insurers expect will drive health costs for the coming year.

For 2024, across 320 insurers participating in the 50 states and DC, this analysis shows a median proposed premium increase of 6%. Based on a more detailed analysis of publicly available documents from 58 insurers, growth in health care prices stood out as a key factor driving costs in 2024. In addition to inflation, insurers also mention changes in pandemic-related costs and the unwinding of Medicaid continuous coverage, though the latter are having a small, if any, effect on premiums.

Most proposed rate increases for 2024 ACA Marketplace plans fall between 2% and 10%, with a median increase of 6%

Distribution of proposed 2024 rate changes among 320 reviewed ACA marketplace insurers

Source: KFF analysis of insurer rate filings to state regulators and Healthcare.gov data • Get the data • PNG

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Among 320 ACA Marketplace participating insurers nationally, premium changes range from a drop of –15% to an increase of 100%, but most proposed premium changes for 2024 fall between about 2% and 10% (the 25th and 75th percentile, respectively). Of the 320 filings, 41 insurers proposed decreasing premiums. On the other end of the spectrum, 76 insurers requested premium increases greater than 10%. These filings are preliminary and may change during the rate review process. 2024 rates will be finalized in late summer. A table in the appendix shows proposed premium increases by state and insurer.

The rate increase for an insurer is a weighted average across all of its products within a state (i.e., bronze, silver, gold and platinum plans). These weighted average premium changes will differ from the percent change in the benchmark silver plan, which is the basis for federal subsidies. Most enrollees in this market receive a subsidy and are not expected to face these premium increases. However, premium increases could result in higher federal spending on subsidies.

What's driving 2024 premium changes?

The chart above shows premium changes for 320 insurers across all 50 states and DC. For the subsequent sections, this analysis focuses on a subset of these rate filings (58 insurers across 11 states and DC) in more detail to understand the factors driving premium changes in 2024. These insurers and states were selected because they have earlier and more transparent (less redacted) public reporting of proposed rate justifications. For context, though, the 58 insurers reviewed in this section have somewhat higher proposed rate increases, with a median of 9%.

Inflation

As is the case in most years, medical trend – which includes growth in prices paid by insurers for medical services and medications, as well as growth in the utilization of health care – is a key driver of premium growth in 2024. Many insurers expect utilization to grow relative to 2022, but price growth is generally playing a larger role in medical trend than utilization is.

Of the insurer rate filings reviewed in detail, and when an annualized trend was publicly available, the median medical trend was 8%, with most reporting trend in the 7-9% range.

> *"The primary driver of the premium increase is the increases in the cost of healthcare. The increases are associated with increases in the "unit" cost of services primarily from hospitals, physicians, and pharmaceutical companies, coupled with increases in the consumption of services, or "utilization", by members."* – Anthem Health Plans, Kentucky

While health sector prices typically outpace price growth in the rest of the economy, the last two years have been an **exception**. Recent medical price growth has been similar to past years, while growth in prices in the rest of the economy has grown at a faster than usual pace. As contracts between insurers and providers are typically negotiated for a year or more, medical inflation often lags that in the rest of the economy.

Looking ahead to 2024, many insurers are expecting broader economic inflation to flow through to the health system and put upward pressure on premiums.

> *"Significant inflation in the cost of goods and services in all sectors of the economy has had a profound impact on the cost of medical services, and BCBSRI expects to see substantial increases in provider unit costs for 2024."* – Blue Cross Blue Shield of Rhode Island

> *"We expect unit cost trends to be higher in 2023 and 2024 due to inflation, supply shortages and labor shortages. Inpatient hospital cost per day trends will be increasing as hospitals seek to recover from 2022 financial losses."* – Kaiser Foundation Health Plan of Washington

> *"Health insurance premiums must correspond with the cost of our members' medical care, which continues to rise at an unparalleled rate year after year and is projected to increase significantly in 2024. Rising medical costs are the primary driver of our proposed individual rates and increase requested premiums by 19.1%."* – Highmark, New York

In addition to driving up prices paid by insurers to providers, inflation is also putting upward pressure on insurers' administrative costs, such as their own staffing costs.

> *"Blue Cross VT is increasing base administrative costs (see section 3.8.7), which has the effect of increasing the premiums by 0.1 percent for individuals and 0.3 percent for small groups. This modest*

increase reflects current and expected inflationary levels." – Blue Cross Blue Shield of Vermont

COVID-19 and the end of the Public Health Emergency

This year, as they did in **prior years,** insurers acknowledge there is still uncertainty surrounding the future of the pandemic. With the end of the Public Health Emergency (PHE) this year, plans can now charge cost sharing for COVID-testing, which could have a downward effect on insurer costs and therefore a downward effect on premiums. Conversely, the COVID vaccine will be **commercialized**, meaning increased cost to insurers on a per-dose basis. The use of COVID-19 related prevention and treatment may diminish, though, if severe cases continue to be less common. On net, most insurers that publicly quantify the effect of the COVID-19 pandemic in their filings expect their pandemic-related costs to decrease in 2024, having a small downward effect on premiums.

"MVP is assuming a 10% reduction in Covid testing costs in the projection period due to a utilization decrease, resulting in the removal of $0.31 PMPM. We expect demand for testing to decrease once cost sharing is reinstituted." – MVP Health Care, VT

"Costs related to COVID-19 decreased significantly in 2022 compared to 2021, and have reached a relatively consistent month-to-month level since March 2022. We expect 2023 and 2024 COVID related costs will continue at this lower level and possibly trend slightly downward as population immunity continues to grow." – Molina Healthcare of Washington

The pandemic had a significant downward effect on utilization of health care generally early on, particularly in 2020, but insurers are expecting a continued return to more normal levels going forward.

"While 2022 trends are lower than 2021, we expect utilization trends to moderate and return to pre-COVID-19 levels over 2023 and 2024." – Kaiser Foundation Health Plan of Washington

Few insurers mention pent up demand for the non-COVID care that was missed in 2020, and most of those that do mention it say the level of use they are expecting in the remainder of 2023 and 2024 is consistent with pre-pandemic trends. Very few insurers expect pent up demand to drive up costs in 2024.

Unwinding of Medicaid continuous enrollment

On April 1, 2023, states started unwinding the Medicaid continuous enrollment provision, resulting in at least 3.8 million people being disenrolled from Medicaid as of August 1, 2023. As a result, some people who have been disenrolled and deemed no longer eligible for Medicaid may enroll in the ACA marketplaces, where they may be eligible for **subsidies**.

About half of the insurer rate filings reviewed do not mention Medicaid disenrollments in their 2024 premium filings. Those that mention the unwinding of Medicaid continuous coverage often say the impact on costs is difficult to predict, so they are not adjusting premiums. Several insurers say there will be an increase in their ACA enrollment, but no effect on market morbidity (i.e., the average health of enrollees), meaning no net impact on premiums.

> *"Our assumption is that the new members formerly in Medicaid will select a Blue Cross VT plan comparable to the current market share, about 60 percent, resulting in the Blue Cross VT individual market growing by 1,609 members and the Blue Cross VT small group market growing by 1,711 members. We further project that the new Medicaid members will have the same risk score relationship between the carriers as the existing market; therefore, the risk score impact is 1.000 for both carriers."* – Blue Cross Blue Shield of Vermont

A relatively small number of insurers expect the Medicaid unwinding to lead to a sicker group of people signing up for ACA plans, which would then have an upward effect on premiums.

> *"Medicaid redetermination and an otherwise shrinking market would lead to an increase in market average morbidity as relatively sicker members will enter and healthier members will leave the market."* – BridgeSpan Health Company of Oregon

Other Potential Drivers of Costs

Some other factors that insurers mentioned in their 2024 rate filings, though much less commonly than the factors described above include:

Diabetes and Weight Loss Drugs. Diabetic drugs, such as Semaglutide, are increasingly being utilized for weight loss. Given the **increasing cost** and use of Semaglutide and related drugs, a handful of insurers mention these drugs as having an upward effect on their pharmaceutical spending.

The Inflation Reduction Act (IRA). The IRA extends pandemic-era enhanced **subsidies** through 2025, bringing down premium costs for most consumers in this market. Few insurers mentioned the impact of the IRA subsidies on premiums as there has been no change in the amount of the subsidy from last year.

Other federal policy changes do not appear to be driving premiums. Among insurer filings reviewed, only one mentioned the impact of new restrictions on surprise billing but reported that no adjustment was made for it. None of the insurers reviewed mentioned the impact of the administrative fix to the "**family glitch**" in their filings.

Discussion

Similar to last year, it appears that 2024 rates may rise moderately. The median proposed rate increase is 6% nationally, with most proposed increases falling between 2% and 10%. Most enrollees in this market are subsidized and do not pay the full premium. However, premium increases can affect federal spending and the driving factors behind these increases illustrate broader trends driving health costs in 2024.

A key driver of the increase in premiums in 2024 appears to be rising health prices. While prices for health services tend to grow every year, it also appears that inflation in the rest of the economy may now be starting to flow into the health sector. Rising prices and utilization are not necessarily specific to the ACA individual market. Similar levels of medical trend were observed in small group market filings as well.

Many insurers that publicly quantified the impacts of the pandemic are projecting a decrease in COVID-19 related costs in 2024. There are multiple factors considered when evaluating the total impact of COVID-19 on costs. Some insurers mentioned higher costs associated with vaccine costs shifting to insurers. Resumed member cost-sharing for COVID-19 testing, however, may have a downward effect on premiums as members seek out these services less due to their cost.

Relative to inflation and the pandemic, fewer insurers mentioned the impact of the unwinding of the Medicaid continuous enrollment provision, and there was variation in how insurers project its impact on costs. A very small number of insurers mentioned the upward effects of diabetic therapy and weight loss drugs on pharmaceutical trends, mostly pointing to increasing costs and utilization of said drugs. Federal policy changes, like the administrative fix to the Family Glitch and the No Surprises Act, were rarely mentioned by insurers, if at all, despite their potential impacts on enrollment and costs.

Methods

Proposed rates were collected from RateReview.Healthcare.gov for 320 insurers across 50 states and Washington, DC. Additionally, 58 insurer actuarial memoranda were collected from state rate review websites and were comprehensively reviewed to understand the factors contributing to rate changes. These 58 insurers were from the following Marketplaces: District of Columbia, Hawaii, Indiana, Kentucky, Maine, Maryland, New York, Oregon, Rhode Island, Texas, Vermont, and Washington. Insurer actuarial memoranda were systematically evaluated for key words related to, but not limited to, medical trend, COVID-19 and the end of the Public Health Emergency, Medicaid redeterminations, Inflation Reduction Act subsidies, family glitch, surprise billing, telehealth, price transparency, and diabetes or weight loss drugs. Recorded medical trend values reported here are annualized.

Appendix

Overall 2024 proposed rate change among ACA Marketplace plans, by insurer

Search in table

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State	Insurer	Overall Rate Change Requested
AK	Moda Health Plan, Inc.	10.5%
AK	Premera Blue Cross Blue Shield of Alaska	17.7%
AL	Blue Cross and Blue Shield of Alabama	3.1%
AL	Celtic Insurance Company	0.9%
AL	United Healthcare Insurance Company	−15.0%
AR	Celtic Insurance Company	3.3%
AR	HMO Partners, Inc.	2.1%
AR	QCA Health Plan, Inc.	1.4%
AR	QualChoice Life & Health Insurance Company, Inc.	3.2%
AR	USAble Mutual Insurance Company	7.7%
AZ	Banner Health and Aetna Health Plan Inc.	2.0%
AZ	Blue Cross and Blue Shield of Arizona, Inc.	−4.5%
AZ	Health Net of Arizona, Inc.	2.4%
AZ	Imperial Insurance Companies, Inc.	−8.0%
AZ	Medica Community Health Plan	7.2%
AZ	Oscar Health Plan, Inc.	−1.0%
AZ	UnitedHealthcare of Arizona, Inc.	−1.2%
CA	Aetna CVS Health	−0.9%
CA	Anthem Blue Cross	10.8%
CA	Blue Shield of California	15.0%

Source: KFF analysis of insurer rate filings to state regulators and Healthcare.gov data • Get the data • PNG

Peterson-KFF Health System Tracker

About this site

The Peterson Center on Healthcare and KFF are partnering to monitor how well the U.S. healthcare system is performing in terms of quality and cost.

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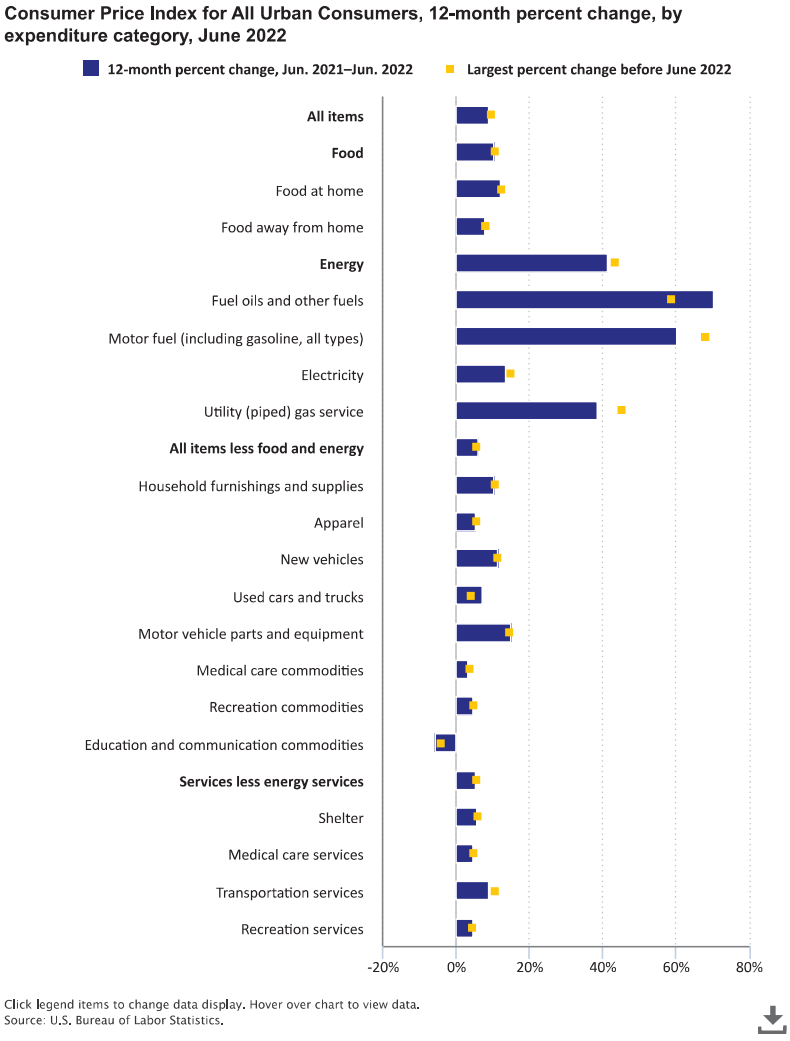
TED: The Economics Daily

Consumer prices up 9.1 percent over the year ended June 2022, largest increase in 40 years

July 18, 2022

Over the 12 months ended June 2022, the Consumer Price Index for All Urban Consumers increased 9.1 percent. The 9.1-percent increase in the all items index was the largest 12-month increase since the 12-month period ending November 1981.

CHART IMAGE | CHART DATA



Prices for food increased 10.4 percent for the 12 months ending June 2022, the largest increase since February 1981. Prices for food at home rose 12.2 percent over the last 12 months, the largest increase since April 1979. Prices for food away from home rose 7.7 percent, the largest 12-month change since November 1981.

Energy prices rose 41.6 percent over the last year, the largest 12-month increase since April 1980. Within the energy category, motor fuel prices (which includes all types of gasoline) increased 60.2 percent over the year. Gasoline prices increased 59.9 percent, the largest 12-month increase since March 1980. Electricity prices rose 13.7 percent, the largest 12-month increase since April 2006. Natural gas (piped utility gas) prices increased 38.4 percent over the 12 months ended June 2022, the largest increase since October 2005.

Prices for new vehicles increased 11.4 percent over the year, prices for used cars and trucks were up 7.1 percent, while prices for motor vehicle parts and equipment increased 14.9 percent.

These data are from the Consumer Price Index program and are not seasonally adjusted. To learn more, see "Consumer Price Index — June 2022." Also see more charts related to the latest Consumer Price Index news release.

RELATED SUBJECTS
Prices

SUGGESTED CITATION

Bureau of Labor Statistics, U.S. Department of Labor, *The Economics Daily*, Consumer prices up 9.1 percent over the year ended June 2022, largest increase in 40 years at https://www.bls.gov/opub/ted/2022/consumer-prices-up-9-1-percent-over-the-year-ended-june-2022-largest-increase-in-40-years.htm (visited *April 11, 2024*).

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