

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Washington D.C.

UTILITY WORKERS UNION OF AMERICA,
AFL-CIO (UWUA); INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL-UFCW (ICWUC); AND
THE UWUA-ICWUC JOINT STEERING
COMMITTEE

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

AFFIDAVIT OF SARA FRANKE IN SUPPORT OF COUNSEL FOR
SOUTHERN CALIFORNIA GAS COMPANY'S OPPOSITION TO
INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL'S,
UTILITY WORKERS UNION OF AMERICA'S, AND JOINT STEERING
COMMITTEE'S MOTIONS FOR SUMMARY JUDGMENT

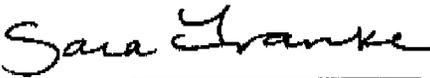
I, SARA FRANKE, hereby make the following statement:

1. I currently hold the position of Director of Labor Relations for Charging Party Southern California Gas Company ("SCG"). In that capacity, I am responsible for overseeing all aspects of the relationship between SCG and the joint bargaining representative for our employees - the Utility Workers Union of America, AFL-CIO; the International Chemical Workers Union Council, UFCW; and the UWUA-ICWUC Joint Steering Committee ("Respondents").
2. Beginning in June 2008, SCG and Respondents commenced negotiations for a successor collective bargaining agreement. I was the chief negotiator for SCG during that process.

3. On or about January 31, 2009, SCG and Respondents signed a Tentative Agreement that was subsequently ratified by the members.
4. For the next nine months, the parties completed negotiations on one final issue involving sick pay language, and took the steps necessary to prepare the final booklet version of the Collective Bargaining Agreement. The booklet is considered the official Agreement, contains all of the terms and conditions, and is the document that SCG distributes to its member employees and to management.
5. The booklet was ready for signature on November 12, 2009.
6. Approximately one week before the parties were scheduled to meet and sign the Agreement on November 12, SCG and the Utility Workers began an arbitration that involved the interpretation of language in a side letter agreement pertaining to the at-will status of part-time employees. Based on the Utility Workers' perception of SCG's interpretation of the side letter language, both it and the Chemical Workers refused to sign the Agreement.
7. I was present during the arbitration. The arbitration had not concluded at the time Respondents finally agreed to sign the Agreement at the end of March 2010. Although the arbitration hearings were completed in late May, no briefs have yet been filed.
8. During the many months of exchanging drafts prior to November 2009, the "side letter" that supposedly was the basis for the refusal to sign was exchanged between the parties in exactly the same form that it was presented in November, was never edited or corrected by either party, and appears in the signed Agreement exactly as it was presented in November 2009.

9. In February 2010, I became aware that the NLRB was going to issue a complaint against Respondents based on their delay in and failure to sign the Agreement. Although there was some preliminary mention of the Respondents wanting to negotiate a non-Board settlement, settlement discussions never materialized and the complaint was issued.
10. I am over the age of eighteen (18) years and I am competent to give this statement. This affidavit is based on my personal knowledge of the facts and review of relevant documents.
11. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing affidavit is true and correct.

Executed this 28th day of June, 2010 in Los Angeles, California.



Sara Franke