

LABOR CONTRACT
Washington Gas Light Company
and
Teamsters Local 96

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LABOR CONTRACT
Washington Gas Light Company
and
Teamsters Local 96

AGREEMENT made and entered into by WASHINGTON GAS LIGHT COMPANY, a corporation of the District of Columbia and Virginia, party of the first part, hereinafter referred to as the "Company," its successors and assigns, with TEAMSTERS LOCAL 96, party of the second part, hereinafter referred to as the "Union."

WHEREAS, the parties hereto recognize that the Company is a public utility, engaged in the distribution of gas in Washington and its environs; and that the Company, in an era of deregulation and competition in the natural gas industry, has obligations to the public and to its shareholders, itself and its employees to operate efficiently and economically, and to maintain adequate and uninterrupted service to the public;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1
Union Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work, and other conditions of employment, for all hourly-rated employees of the Company at all its locations in and near Washington, DC, including acting foremen, but excluding office clerical employees, guards, professional employees and supervisors as defined in Section 2 of the National Labor Relations Act, 29 U.S.C. §152.

ARTICLE 2
Union Membership, Checkoff

1. All employees of the Company presently included in the bargaining unit as defined in Article I, who are members of the Union in good standing in accordance with its constitution and by-laws as of the effective date of this Agreement, and all employees in such unit who become members of the Union after such date, shall as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

2. All employees who are members of the Union in good standing on the effective date of this Agreement shall, as a condition of continued employment, maintain their membership in good standing in the Union. All employees who, on the effective date of this Agreement, are not members in good standing of the Union, shall become members of the Union in good standing by no later than thirty (30) days following the effective date of this Agreement and shall maintain membership in good standing in the Union in order to continue in employment. All new employees shall, as a condition of continued employment, become members and maintain membership in good standing in the Union by no later than thirty (30) days following the date of their employment or the effective date of this Agreement, whichever is later.

For the purpose of Sections 1 and 2 of this Article, tender of the initiation fee before the Monday following the 30th day of employment, and tender of the periodic dues uniformly required as a condition of retaining membership, shall constitute membership in good standing in the Union. In the event a Union-eligible employee fails to remain a member in good standing as set forth herein, it shall be the Union's responsibility to provide proof, to the Company's satisfaction, of such failure. As a matter of convenience to employees, the Company will make payroll deductions of initiation fees and the monthly Union dues as they from time to time become payable to the Union, for such Union-represented employees who have signed, or may hereafter sign, an individual authorization for such deductions. Such authorizations shall be kept on file by the Company unless they have been revoked or canceled in writing. Such authorization shall be in the form and according to the terms of the authorization form attached as Annex B, but in such monthly amount as may be prescribed by the Union Constitution and By-laws, an up-to-date copy of which shall be on file with the Company. The deductions shall be made by the Company on the first payday of each month. Dues shall be forwarded (together with the last four digits of the employee's Social Security number) to the Secretary-Treasurer of the Union not later than the third Friday of the calendar month in which such dues are deducted and any dues deducted subsequent to the first payday shall be forwarded to the Union on or before the third Friday of the following month. The Union will deliver to the Company all new dues deduction authorizations to become effective in the following month on or before the twentieth day of the current month.

The foregoing provisions of Sections 1 and 2 of this Article shall be deemed to be of no force and effect to the extent to which the making or enforcement of such provisions is contrary to the laws of the Commonwealth of Virginia, as to employees who perform work in the Commonwealth of Virginia.

3. If a dispute arises as to whether an employee has failed to maintain his or her membership in the Union in good standing after the effective date of this Agreement, or in the case of a new employee after the date upon which he/she became a member of the Union, such dispute shall be submitted for a determination by an Impartial Arbitrator to be selected in the manner provided in Article 18 of this Agreement. The decision of the Impartial Arbitrator shall be final and binding upon the parties.

ARTICLE 3 Union Activity

1. There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against members of the Union because of membership therein or because of any lawful activities on behalf of the Union.

2. Except as provided in Article 3, Sections 5 and 7, Article 6, Sections 10 and 11, Article 18 and Article 21 hereof, Union activities shall not be conducted by employees or by the Union on the Company's property on the Company's time. Therefore, it is understood that no employee shall conduct any Union activities during his/her assigned working hours (including overtime hours), provided, however, that such activities may be conducted by an employee on Company property before or after that employee's working hours or during his/her lunch or break periods, and provided, further, that the Union shall

not hold mass meetings on the Company's property, and that there shall be no interference with any employees on duty.

A non-employee representative of the Union, or an employee representative on leave of absence pursuant to Section 4 (c) below, may have reasonable access to Company facilities to meet with Company representatives on issues of mutual concern or to meet for reasonable periods of time with Union-eligible employees in connection with activities described in Sections 5 (Labor Management Conferences) and 7 (Civil Rights Committee) of this Article, Article 6, Sections 13 (Excess in Classification) and 14 (Discontinued Business Unit), Article 18 (Procedure for Adjusting Controversies) and Article 21 (Safety). In such cases the representative shall, in advance of all such meetings, give reasonable and actual notice to, and shall make arrangements with, the Manager, Labor Relations and with the appropriate supervisor, department or area at the Company location at which the union representative desires to meet.

3. **Shop Stewards.** The Company will recognize a Head Shop Steward and Shop Stewards duly designated by the Union. The Union will furnish the Company with a list of Head Shop Stewards and Shop Stewards and notify the Company in writing of any changes made on such lists thereafter at the time such changes are made. At the Union's request, Union Executive Officers will be assigned to day shifts, for the duration of their terms of office unless such assignment affects the efficiency of his/her business unit's operations. In order to attend to Union business, and upon five (5) days' advance written notice to the Company, Union Executive Board members are exempt from drafting and are ineligible to volunteer for overtime during that time. Further, upon five (5) days advance written notice to the Company, the Company will make reasonable effort to assign shop stewards to day shifts on days of the Union's regular, scheduled monthly meetings unless such assignments will affect the efficiency of the business unit in which the shop steward works.

4. **Leave of Absence.** (a) The Company will grant a leave of absence without pay for a period not to exceed 2700 total hours in any consecutive twelve (12) month period beginning upon the date of ratification of this contract, without loss of seniority because of such leave of absence, to Union officers, stewards and members of the Union for the purpose of attending local and International Union educational meetings and conventions and, to Union officers and stewards for purposes of attending to all necessary union business, including, but not limited to, all regular union business, preparation for contract negotiations, contract negotiations, preparation for arbitration and arbitrations, provided the Union first gives the Company five (5) work days' written notice of the period of the leave(s) of absence and the name or names of its officers, stewards and members who are designated by the Union to take such leaves of absence. If the Union fails to provide proper notice the Company has the right to deny the leave request. This special leave for attending to necessary union business must be taken, if at all, in half or full day (4 or 8 hour) increments. Union officers, stewards and other union-eligible employees taking such leave shall record such leave as "Excused – Union Business" on their timesheets as appropriate each payroll period. The Company shall bill Teamsters Local 96 each month during the term of this contract for the total, fully-loaded (including the cost of benefits) cost of such leave, at the rate of the "7A" pay Grade (top of grade). The union shall pay the full amount of such bill upon receipt thereof.

(b) In order to ensure the availability of the Union President for Company work during the term of this contract, the Union President shall perform the work of his classification on each of three (3) scheduled workdays each work week during the term hereof. The Union shall notify Labor Relations of such schedule upon ratification of this contract and any changes to such schedule one (1) week before any such change for the term hereof. The Union President shall make every good faith effort to conduct all union business during the remaining two (2) scheduled workdays each workweek. In the event the Union President is unable to keep the commitment to perform Company work in accordance with the 3-days-per-week requirement, two (2) or more times in any rolling six (6) month period during the term of this contract, this provision (sec. 4 (b)) shall become null and void and the Union agrees that it shall designate up to two of its officers to take a full time leave of absence pursuant to the terms of section 4 (c) (i-iv) below for the remainder of the term of this contract. In such event, all other union officials, stewards and other union-eligible employees shall have up to 700 hours per contract year to conduct all union business (to be pro-rated for periods of less than a full contract year) from the point that the full time Leave of Absence, pursuant to sec. 4 (c) (i-iv), begins until the expiration of this contract.

(c) (i) **Provisional Full Time Leave of Absence.** A leave of absence under this section (4(c)) is available, in lieu of the leave referenced in section 4(a) above, to the Union at any time during the term of this contract. Once the Union elects to take any leave hereunder, its leave to conduct Union business for the balance of the term of this contract shall be governed by this section (4 (c) and the leave previously elected pursuant to section 4(a) above shall end. Leave under this provision also may be required in the event the President of the Union is unable to work the prescribed 3-day-per-week schedule as set forth in section 4(b) above. Accordingly, leave under this section shall be taken as follows:

For the term of this labor contract, and for any mutually agreed-upon extensions hereof, the President of the Union, or other such union officer(s) as the President shall designate, shall take a leave of absence, without pay, to work full time on Union business, provided that such employees are elected to Union office or appointed by the Union to serve as business agents. No more than two such officers may be on such leave of absence at any given time. During such leave of absence, each business agent shall continue to accrue seniority with the Company and may, on union time, take all qualifying schools (on a space- available basis) offered by the Company to maintain his/her qualifications, meet licensing requirements for his/her current position or eligibility for temporary transfer rosters. During the leave of absence, the position of each business agent may be filled by the Company on a permanent basis. Upon expiration of such employee's term of office and/or duties as a Union business agent, he/she will be reinstated to his/her former position, and compensated in accordance with the collectively bargained wage schedule, or if such position has been eliminated, to a position as nearly comparable as possible, together with all of his/her seniority rights, provided, however, that the Company will require such employee to have a physical examination by a physician of the Company's choice, before such employee returns to active service with the Company. The Union shall give the Company written notice of the expiration of each business agent's term of office twenty (20) days prior to the date of each such expiration, except in the case of immediate removal or resignation, in which case the Company may require at least one

week's notice prior to the business agent's return to work. If the business agent returns to work with the Company on the expiration of the term of Union office and/or duties as a business agent, the Company may declare an excess in the classification to which the employee is returning and procedures set forth in Article 6, Section 10 shall be applied.

(ii) If, upon the expiration of the employee's term of office or duties as a business agent, he/she is eligible to retire and elects to retire instead of returning to active service with the Company, he/she must do so by notifying the Manager, Labor Relations in writing of such election not later than twenty days prior to the expiration of his/her term of office or duties as a business agent, provided, however, that he/she shall return to active employment for a minimum of one day after the expiration of his/her term of office or duties as a business agent for the purpose of submitting to a physical examination by a physician of the Company's choice. Where such employee(s) satisfies the requirement of this Section, he/she shall be eligible for all normal retirement benefits. If, however, the employee fails to satisfy such requirements, he/she shall be deemed to have resigned from employment with the Company and such resignation shall become effective seven days after the expiration of his/her term of office or duties as a business agent.

(iii) At the request of the Union, such employee(s) will be allowed to participate in one or more of the following benefit programs: medical, including prescription drug benefits; dental; vision care; life insurance; long-term disability; and other benefits under the Company's flexible benefits plans which may be available from year to year as outlined in the Employee Benefits Handbook for Washington Gas Bargaining-Eligible Employees, including any new benefit which may be offered. The full cost, based on applicable "COBRA" rates, for the business agent's participation in these benefit plans shall be borne directly by the Union. The Company will bill the Union for the actual costs of such benefits on a monthly basis, and such bill will be payable not later than thirty (30) days from the date such bill is received by the Union. Where such agreement is necessary, the right of business agents to participate in the Company's flexible benefit plans is contingent upon the agreement of outside insurers, which have contracted with the Company to provide that coverage.

(iv) The retirement plan shall continue for any employee on such leave of absence and the employee will accumulate credited service for pension purposes. For the purpose of this Section, the term "Credited Service" shall include credit for vesting, accredited service, annual basic compensation, and final average compensation as those terms are defined in the pension plan. Each business agent on such leave of absence will be assumed for pension calculation purposes to have been compensated at the rate he/she was paid on the last day of work before beginning the leave of absence, as adjusted to be consistent with the collectively bargained wage schedule and rate steps consistent with the business agent's seniority. The granting of Credited Service for such business agents while on leave, as set forth in this Section, is contingent on approval by the Internal Revenue Service of amendments to the Company's retirement plan authorizing the granting of pension service credit and credit for base earnings under such circumstances. The authorization for such business agents on leave of absence to

keep open a 401(k) account, without contribution privileges, and repay existing loan balances according to the current payment schedule is also contingent on approval by the Internal Revenue Service of an amendment to the Company's Union Employees' Savings Plan authorizing the maintenance of such accounts and repayment option under such circumstances.

5. **Labor/Management Conferences.** The Company will compensate up to two (2) employees designated by the President of the Union for time spent, during such employee(s)' working hours, in labor/management conferences held at the request of management. Each designated employee will be compensated at his/her appropriate rate of pay for time spent in such conferences. The President of the Union agrees not to designate any employee to attend such conference on such employee's day(s) off or while such employee is on PTO/vacation or in any other such non-productive pay status.

At the conclusion of each labor/management conference held at the request of management, each Union representative attending such conference shall initial a form prepared by the management representative which shall accurately reflect the time spent by each Union representative in such conference. Such form shall then be an official record of each Union representative's time for payroll purposes. The Union will be responsible for compensating (including reasonable travel time) Union-eligible employees who attend labor/management conferences held at the request of the Union.

6. The parties agree to meet as often as circumstances may require, but not less than bi-monthly, discussing general issues of mutual concern. Each such scheduled meeting shall be considered a Labor/Management Conference held at the request of management. The Union shall designate four (4) members of its Executive Board to attend each general issues meeting. Each party shall create an agenda of issues to be discussed at such meetings and shall transmit such agenda to the other party one week in advance of each meeting.

7. **Bulletin Boards.** The Union shall be permitted to use bulletin boards in the business units for the purpose of posting notices concerning official business of the Union, each of which shall bear the seal of the Union and be signed by the Secretary-Treasurer of the Union. Such notices shall not be of an external political nature and shall not have any derogatory or inflammatory content. Bulletin boards shall be uniform and placed at a location approved by the Union and the Company.

8. **Civil Rights Committee.** It is mutually agreed that there will be no discrimination against any employee because of religion, race, creed, color, sex, age, disability or national origin. The Company agrees to recognize a Civil Rights Committee of not more than five (5) members to be appointed by the Union. Upon request and at mutually convenient times, the Company will meet with such Civil Rights Committee to discuss matters pertaining to the civil rights of employees.

ARTICLE 4 **Strikes, Lockouts, etc.**

1. The Union agrees that, during the term of this Contract, it shall not, except as otherwise specifically provided in this Contract, authorize, sanction, engage or

participate in any strike whatsoever, including, but not limited to, any sit-down, sit-in, sympathetic strike, walk-out, or any other kind of strike. The Union further agrees that it shall not authorize any work stoppages, conduct continuous meetings, which effectively result in work slowdowns or stoppages or picket any of the Company's plants or premises. The Union also shall not authorize any limit on or curtailment of production of any employee's machine or work, or any interference in any way with the maximum output per man or woman, or interference in any way with the operation and conduct of the Company's business. It is agreed and understood that the Union shall not be liable for any strike, work stoppage or other interference with the conduct of the Company's business operations as above set forth, or for breach of this Contract, provided that the Union has not authorized or ratified such strike, work stoppage, interference, or other breach.

2. During the term of this Contract there shall be no lockout of the employees by the Company.

3. The Union agrees to use its influence to encourage employees who are members of the Union to perform loyal and efficient work and service, to improve their efficiency and productivity, to utilize their time and all equipment furnished by the Company to the best of the Company's advantage, to protect the Company's property and interest, and to cooperate with the Company and the employees in all business units in promoting the welfare of the Company and improving its service.

The Union further agrees that should there be any unauthorized work stoppage, wildcat strike, or other interference with production by employees who are members of the Union, the Union will use its best efforts to induce such employees to return to their employment and to discontinue such stoppage, and will notify the Company in writing that such stoppage is not authorized or sanctioned by the Union.

4. **Non-Company Related Strikes/Lockouts.** When a union-eligible employee encounters a picket line on or near any customer's premises, the employee is not required to cross such picket line to serve a customer when to do so may create an unnecessary safety risk for such employee. However, the parties recognize the long-standing Washington Gas policy that customer, public and employee safety is of paramount importance. Accordingly, the employee should request the assistance of a supervisor in such circumstances or request that the assignment be rescheduled. However, if the circumstances require the assignment to be handled immediately, the Company shall require the employee, with the assistance of a supervisor and/or other resources, to complete the assignment without delay.

ARTICLE 5 Functions of Management

1. **General.** The parties agree that the Company must remain competitive while pursuing opportunities for growth in this era of increasing competition in the natural gas industry. The parties, therefore, agree that the supervision and control of all operations of the Company and the direction of all working forces, including, but not limited to, the power and right to hire, promote, transfer, demote, suspend, discipline, and lay off employees, set reasonable, evaluation performance and production standards for

all job classifications and set job proficiency standards in accordance with a position's job description shall be vested solely in the Company. The Company shall also have the exclusive and unrestricted right to: determine the number and qualifications, by testing, observation of demonstrable skills, and by other objective methods the Company may determine, of employees to be employed and to be assigned to specific jobs; to determine the manner and extent of training, including, but not limited to, on the job training, classroom training or such other training as the Company may select; determine the availability of any employee(s) for temporary transfer (in order to avoid disruption in the Company's operations); determine when workdays and/or workweeks will be extended in accordance with Article 7, Section 2; require employees to work overtime in accordance with Article 7, Section 2 and Section 4; select one or more of the Work Force Flexibility Options and determine the manner and extent to which such option(s) will be used in accordance with Article 8, Section 1; schedule, approve, cancel (including approval of any cancellation of PTO/vacation at an employee's request) and/or reschedule employee PTO/vacations; and to otherwise maintain discipline and improve efficiency and productivity among employees. (The Company may rotate shifts of employees during any period of training subject to notice requirements in Article 7, Section 6.) Further, all of the rights, powers and authority possessed by the Company prior to the signing of this Contract are retained by the Company, except those specifically granted or modified by this Contract.

2. **Discharge.** (a) The Company may discharge an employee for any just cause including, but not limited to, the following: dishonesty; falsification of Company documents; incompetence; poor job performance; theft of Company funds, equipment or materials; use of Company equipment, manpower and/or materials for private or any other non-Company use; use of any Company-hired contractor equipment, manpower and/or materials for private or any other non-Company use; sale, distribution, use or possession of any alcoholic beverage during working hours or on Company property (except the possession of unopened alcoholic beverage containers in private vehicles on Company property); working or reporting to work with any evidence of having partaken of any alcoholic beverage; working or reporting for work while under the influence of any alcoholic beverage; possession or use of alcoholic beverages in a Company vehicle (or the use of alcoholic beverages in a private vehicle being used for Company business purposes); sale, distribution, use or possession of any illegal drug during working hours or on Company property; working or reporting for work under the influence of any illegal drug; sale, distribution, possession or use of any illegal drug in a Company vehicle (or private vehicle being used for Company business purposes); violation of the WG and Department of Transportation (DOT) drug and alcohol testing "zero tolerance" standard which is attached as Annex D to this Contract; violation of the Company's safety policies and procedures; making threats to commit violence or physical injury against any Company employee or the employee of any contractor; making threats to damage Company facilities or property; violation of the Company's Personal Responsibility Policy which is attached as Annex PR to this Contract; misbehavior in public and/or on customer or Company premises; insubordination; failure to carry out instructions of supervisors to the best of the employee's ability; refusal to carry out instructions of supervisors; violation of any provision of this Contract; or for any other just cause.

(b) In the event of the discharge of an employee covered by this Contract, the discharged employee shall be given the reason(s) for his/her discharge, and the Company shall notify the employee in the presence of the Head Shop Steward of the business unit where the employee is working at the time of his/her discharge, or in the presence of a Union officer, except that when neither is available, such notification will be given to the Shop Steward, the Head Shop Steward, or the President of the Union as early as possible. The Company shall send a letter, within 3 work days of such employee's discharge, or as soon as reasonably possible thereafter, to the employee's last Company record address and a copy to the President of the Union at the Union office, confirming such employee's discharge and stating the reasons therefore.

In other instances where an employee is notified by letter of his/her discharge, a copy of the letter will be forwarded to the Head Shop Steward and the President of the Union at the Union office at the same time.

(c) When the Union believes that an employee's discharge was not for just cause, the Union may grieve such discharge on that employee's behalf. Such grievance will then be subject to review and final determination in accordance with the procedure for adjusting controversies provided in Article 18 of this Contract. If it is determined, after investigation, that the discharge was not for just cause, the Company shall reinstate said employee to his or her former position without the loss of seniority, pay or benefits.

(d) If the Union wishes to pursue a grievance in connection with an employee's discharge, it must do so not later than ten working days after the Union receives written notice of the discharge as required under Section 2(b) of this Article. The Company shall deliver such written notice of discharge by hand delivery, by courier, by certified or registered mail, return receipt requested, by fax or e-mail to the Union's office. Within that time period, the Union must either take the grievance to the informal step or file a written grievance, with a copy thereof to the Manager, Labor Relations, as a "Step 1" grievance in accordance with Article 18 of this Contract.

(e) If such discharge grievance is not timely filed, the matter will be considered closed and neither the employee nor the Union shall have any recourse to the grievance or arbitration process following such discharge.

3. **Disciplinary Final Warning of Discharge.** If the Company gives an employee a Disciplinary Final Warning of Discharge, the employee shall be given the reason(s) for the Disciplinary Final Warning of Discharge in the presence of a Head Shop Steward in the business unit where the employee is working, or in the presence of a Union officer, except that when neither is available, such notification will be given to the Shop Steward or the Head Shop Steward and the President of the Union will be notified electronically or telephonically.

4. **Suspension.** In cases where the Company disciplines an employee by suspension, notice to the employee of the suspension may be given to such employee in the presence of any shop steward. Any loss of working time by disciplinary action shall be considered a suspension. The Company will make every reasonable effort to notify employees suspended without pay pending investigation of matters which may lead to

discipline within five (5) working days of any disciplinary action taken by the Company, except in cases involving drugs. In drug cases, the Company will make such notification as soon as reasonably possible. In the event the investigations of matters other than drugs extend beyond five (5) working days, the Company will conclude the investigation as soon as reasonably possible. However, no employee will be suspended without pay pending investigation for more than five (5) workdays. The Company will keep the Union and employee advised of the status of such investigation.

5. **Demotion.** The Company may demote an employee for any just cause. This Section shall not be construed to be a limitation upon the Company's right to demote any employee in connection with a layoff and/or excess in classification under Article 6 of this Contract.

6. **Formal Performance Counseling.** (a) When it appears to an employee's supervisor that such employee is at risk for receiving an overall year end performance appraisal rating that is below "Success," the supervisor shall notify the employee, in the presence of a shop steward, of such risk. The supervisor shall, where possible, also give the employee a reasonable opportunity to correct specific problem(s) before giving the employee an annual performance appraisal.

(b) if an employee does not receive an annual Performance Appraisal in any year(s), the employee shall be considered to have met the performance standards.

(c) The parties agree to meet each quarter of the calendar year during the term of this Contract at mutually convenient times and places to discuss performance appraisal issues. The Union may designate up to three (3) representatives to participate in such meetings.

7. **Probationary Period for New Employees.** The Company, in its effort to sustain the high character, performance and productivity levels of any employee or employee group may, during the first six (6) months from the date a new employee is hired, discharge such employee if, in the opinion of the Company, any aspect of the new employee's performance, productivity, behavior or attendance is not satisfactory. Probationary employees shall also be subject to unannounced drug testing during the probationary period and a failure of any such test shall result in immediate discharge. Neither the employee nor the Union shall have any recourse to the grievance or arbitration process following any discharge under this Section. The Company shall, where possible, notify the Union of its intent and/or decision to discharge a probationary employee one (1) workday in advance of such discharge. The provisions of Section 6 above shall not apply to probationary employees.

ARTICLE 6

Seniority

1. Length of service shall govern in all cases of promotions and increases of the working force where the employees seeking the promotion or vacancy created by the increase in the working force:

(a) Meet the job requirements set forth in the applicable job description, and;

(b) Are relatively equal in ability, skill, efficiency, and knowledge of assigned and related duties of the job they seek, and;

(c) Have relatively equal performance appraisals, attendance and disciplinary action records.

2. Length of service for seniority purposes when considered in cases of promotions and increases of the working force shall mean length of continuous service within the bargaining unit. If two or more employees who are seeking a promotion or vacancy have the same bargaining unit seniority, the employee with the highest test score will be selected for the promotion/vacancy. If no test is involved in the selection process, then the promotion/vacancy will be determined by alphabetical order by last name (then first name if employees have the same last name). In cases other than promotions where there is a conflict relative to seniority, the Company and the Union will examine such cases individually and agree on a basis which will resolve all pertinent factors in a fair and equitable manner. The Company will provide any supporting documents in advance of case examination.

3. (a) If no bargaining unit-eligible employee within the Company meets the job requirements set forth in the applicable job description, the Company may consider and select (but is not required to select) the best qualified applicant from within the bargaining unit, outside the bargaining unit or outside the Company. In making such selection, the Company does not, with respect to any matter of job selection in the future, waive its right to require employees to meet job requirements set forth in applicable job descriptions. The Company shall apply the "relative equality" criteria set forth in Section 1 (b)-(c) above in making such selections.

(b) Progressive Jobs. In-line progression job classifications above the entry level will not be posted. Advancement for bargaining unit employees in progressive job classifications will be determined by business unit need. Senior employees in a progressive job classification who meet all qualifications required for the next level of in-line progression will be promoted first. Secondly, if there is a business unit need, qualified employees opting to change their progressive career track may be considered at a level commensurate with their skills. Business Units that lack the required incumbents to fill progressive vacancies at any level may only post the entry level of the job classification but may hire at a progressive Grade level that is higher commensurate with experience.

(c) Job openings that require a roster will be posted as needed by the Business Unit. Selected employees will remain on a job roster for one (1) year, and may be required, from time to time, to demonstrate that they continue to be qualified for advancement.

4. **Temporary Transfers ("TT").** The Company shall have the right to temporarily transfer (upgrade, lateral or downgrade) employees between or within business units as required by business or operating needs. No employee will be

temporarily transferred from or within his business unit unless he is qualified and available to do the work to which he is being transferred. A continuous temporary transfer shall not exceed six (6) months. Employees on a "Temporary transfer" roster shall include training time to aid an employee in qualifying for a higher graded job on a six (6) month of time to a one (1) month of time in position basis for purposes of advancement.

Temporarily transferred employees will return to their previous position not later than the end of the six (6) month temporary transfer period. If the Company continues to fill a temporary transfer position past the six (6) month period, the Company will post such position in accordance with the provision of this Article. The Company agrees that it will not repeatedly temporarily transfer an employee into the same position in order to avoid filling a vacancy or position.

5. The following rules and procedures apply in cases of temporary transfers of employees:

(a) **Seniority.** When the Company has determined the need to temporarily transfer any employee(s) between or within business units, it shall determine the number of employees it needs to transfer and then accept qualified, available volunteers in order of seniority. In the event that there are not a sufficient number of volunteers, the Company shall select or draft additional qualified, available employees in reverse order bargaining unit seniority. The Company shall be able to transfer employees who are qualified and available for transfer. No employee shall have the right to refuse any temporary transfer.

(b) **PTO/Vacations.** Temporarily transferred employees will follow the requirements of Article 10 of this Contract and any procedures to be established in each home business unit with respect to PTO/vacations. PTO/vacations which have been scheduled and approved will be honored, to the extent possible, (and in all cases where the temporarily transferred employee has been drafted) by both the employee's home business unit and the business unit to which he/she is being transferred.

(c) **Overtime.** Overtime shall be offered first to incumbent employees. Temporarily transferred employees may work overtime when such overtime is approved in accordance with business unit procedures and is consistent with the requirements of this Contract. If a transferred employee works, or has an opportunity to work, overtime in the business unit to which he/she has been transferred, each instance of overtime work and/or each opportunity shall be counted as one opportunity in the employee's home business unit for purposes of the distribution of overtime provisions of this Contract. The Company will make every reasonable effort to ensure that overtime opportunities are distributed as fairly and evenly as possible in accordance with the requirements of this Contract. To accomplish such result, the Company may permit the transferred employee to move between his home business unit and the business unit to which he is being transferred, or vice versa provided that such movement does not disrupt the Company's operations.

(d) **Normal step wage increases.** The time a transferred employee works in the business unit to which such employee is transferred shall be included in the

calculation of time for purposes of receiving normal wage step increases under this Contract.

(e) **Station changes.** Where a transfer under this Section results in a change to a station/location of employment which is a greater distance away from the employee's residence, the Company will apply applicable corporate policy to compensate the transferred employee for the incremental increase, if any, in mileage driven in the employee's personal vehicle to the new station.

6. **Job Posting.** Whenever a vacancy exists (other than a temporary transfer or a progressive job) and the employee with the most seniority in the bargaining unit where the vacancy exists is not to be selected, notice of the vacancy will be posted online as determined by the Company and the Union, for a period of seven (7) working days. Within fifteen (15) working days after the posting period, the Company, upon request, will notify the Union of the employee selected, if any. Where for practical reasons it is impossible for the Company to make a selection within the time stipulated, then the Company will advise the Shop Steward in the business unit and the Union when such selection can be made. If there is more than one applicant for the posted job, and one or more applicants with Company seniority are not selected for the job, the Company will, upon request of a Shop Steward and within five (5) work days after such selection, provide each such senior applicant (via the requesting Shop Steward) the reason(s) that such applicant was not selected. A copy of such notification shall be sent to the Union office.

Each posting shall be valid for not more than 90 days after the end of the seven-day period referenced above. The Company may post or re-post any job at any time. Any employee absent from work during the posting period shall be permitted to file an application within five (5) working days after returning to work for subsequent vacancies in this same job. If the selection of an employee to fill a job vacancy involves an inter-business unit transfer, such transfer will be made within ten (10) working days after the date of the selection. Job postings shall in all cases correspond with the qualifications shown on job descriptions.

7. The Company will provide notice for all preliminary testing, training and qualifying schools. These notices will be placed in the common areas and other accessible locations. These notices will be provided for no less than seven (7) work days. The Company will provide the Union with a copy of each notice. Each notice will include the expected duration that will commence at the completion of the school, in which field clearing will be completed. The Company will continue to schedule such schools as required by business and operating needs. The selection of eligible employees for such training and qualifying schools will be made on the basis of seniority within the bargaining unit.

(a) **Minimum Time in Classification.** Employees hired on or after the date of ratification of this labor contract into any entry level bargaining unit job classification must work a minimum of six (6) productive months in such classification before being eligible for a promotion or selection for a lateral move into another classification.

8. **Effect of Disciplinary Action on Promotions, Lateral Transfers, TTs and Eligibility for Qualifying Schools.** Employees who accumulate points/discipline after being placed on the second disciplinary step or higher shall not be eligible for promotion, TT upgrade or lateral transfer for 12 months from the imposition of their discipline. An employee placed on the third step or higher will not be eligible to attend any pre-qualifying or qualifying school for six (6) months from the imposition of their discipline.

9. **Qualifying Schools.** (a) An employee who seeks to attend a qualifying school for any job classification first must agree in writing to accept a job in the job classification when such employee is the senior, qualified employee for any vacancy in the classification. Such employee shall not be eligible for promotion, TT upgrade or any qualifying school for a period of one (1) year of the effective date of the payroll change representing the employee's move to the lower-graded classification. An employee may attend a qualifying school for a job classification of the same grade as employee's current job classification only once a year during the term of this contract and only then if there is student space available in the school. Employees in lower-graded classifications who seek to attend a school for a higher graded job classification shall be given preference to fill student space available in such school(s).

An employee who twice fails a test or a qualifying school for a job classification of a higher grade is not eligible for that test or school for one year. An employee who fails a test or a qualifying school for a job in the same grade or a lower-graded classification shall not be eligible for that test or school again but may take the test/school again only on a "space available" basis.

Employee(s) who take and pass a qualifying school and meet other requirements for a job classification will be placed on the appropriate TT/promotion roster for that classification. However, any employee who twice declines an opportunity to be promoted to the classification for which the roster exists shall be moved to the bottom of that roster. If no employee on the roster accepts the promotion (or TT opportunity), the Company may fill a vacancy by drafting from the roster in reverse order of seniority.

(b) The Company agrees to pay for tests required for certifications required in any job classification by external entities (such as the WSSC). The Company shall not pay for more than two (2) attempts by any employee to gain such certification.

10. **Break in Service.** Continuity of service shall be broken when:

(a) An employee voluntarily leaves the Company's employ.

(b) An employee is discharged for cause in accordance with the provisions of Article 5.

(c) An employee fails to report for work at termination of a leave of absence or PTO/vacation, and has no reasonable excuse for such failure to report for work.

(d) An employee is laid off for a period of more than two (2) years.

11. **Layoffs.** An employee laid off for not more than 2 years shall be recalled, in direct order of seniority, if a vacancy for which he/she is qualified occurs. If an employee accepts temporary employment within the Company to avoid an impending layoff, the employee shall have the same recall rights that would have applied had the layoff occurred. Notification of the vacancy will be made by registered letter, return receipt requested, to the employee's last Company-record address and by fax or regular mail to the Union. The employee shall accept such employment recall in writing, which shall be delivered to the Company within five (5) days of receipt of such letter by such employee. If the employee fails to deliver the written acceptance of employment recall in a timely manner, or if the postal service is unsuccessful in its attempt(s) to deliver such registered letter to the employee at the employee's last Company-record address, the employee's name shall be removed from the Company's roll and the employee shall have no further recall rights.

12. **Excess in Classification.** (a) Consistent with its Article 5 right to direct the working force, the parties recognize that the Company has the right to declare an excess in any one or more bargaining unit job classifications. In the event the Company declares an excess in classification, employees affected by such declaration may exercise bumping rights, provided they are qualified within the meaning of Section 1(a) of this Article. During this bumping process, the department Manager, Labor Relations and the President of the Local Union shall each designate one representative to meet and review such employee's relevant work experience (including experience gained inside and/or outside the Company).

Such meeting shall be considered to be labor/management meetings held at the request of management. The Company and Union representatives shall jointly determine whether or not an employee has sufficient relevant experience to substitute for qualifications specified in the job description. In the event that the parties are unable to agree on the level of such relevant experience, the employee must be qualified within the meaning of Section 1(a) of this Article to be able to bump to such job. Such bumping shall occur without loss of accumulated seniority or time in grade and step in the job from which they have been bumped. Affected employees who bump laterally will remain at their present wage grade, rate and step. Affected employees who bump to a lower grade will maintain their current grade for three (3) months, then after the end of the three (3) month period will be paid at that lower wage grade at the step nearest, but not above, their prior wage grade, rate and step and will retain the hours accumulated at that prior step.

(b) If an affected employee is qualified for any classification and a vacancy does not exist in such classification, such affected employee may bump into such classification, thereby bumping out of such classification an employee who has less seniority within the bargaining unit. Any employee who is bumped out of any classification becomes an "affected employee" and shall also have bumping rights under this Section.

(c) The Company shall provide to such employees who exercise their bumping rights under this Section an opportunity for necessary certification(s) (with limited training, if required, for certification purposes only) that will enable an employee to become certified as soon as possible and no later than two (2) months of the date each employee reports to the job classification in which the employee desires to be employed.

Each such employee must take advantage of the earliest opportunity for such certification within the two-month period.

(d) Following the effective date of the declaration of an excess in classification, the Company shall notify each such employee of all employment options available to that employee. Within one week of such notification, the employee will be required to select the desired job. It is recognized that the Company will require time to administer the bumping process. Thus, the certification process, if applicable, shall begin as soon as practicable once an affected employee identifies and selects the new job classification.

(e) The employee who bumps into the new classification must, by or before the end of the two (2) month certification period, obtain all necessary certifications for such new job classification. In the event that an employee, for any reason other than an excused absence, fails to become certified for such job at the end of the two (2) month certification period, that employee may exercise only one additional bump to any entry level position within the business unit in accordance with that employee's seniority.

(f) An employee bumping into a lower classification will be reinstated in the higher classification in the reverse order in which he/she was bumped in the event a job vacancy occurs within that classification, provided that the bumped employee remains qualified for his/her previous position. However, the right to reinstatement to, and any refresher training for the higher job classification shall not extend beyond fifteen (15) months from the date the employee bumps into the lower classification. Under no circumstances shall any employee be permitted to "bump up." When an employee exercises a seniority-based bumping right under this Section, such right is limited to bump to a job of equal or lower grade.

13. **Discontinued Business Unit.** (a) In the event the Company discontinues any business unit, employees in the business unit that is discontinued may exercise bumping rights and may seek to bump into any other job classification in any other business unit in the Company. During this bumping process, the department Manager, Labor Relations and the President of the Union shall designate one representative each to meet and review such employee's relevant work experience (including experience gained inside and/or outside the Company). Such joint meetings shall be considered to be labor/management meetings held at the request of management. The Company and Union representatives shall jointly determine whether or not an employee has sufficient relevant experience to substitute for qualifications specified in the job description. In the event that the parties are unable to agree on the level of such relevant experience, the employee must be qualified within the meaning of Section 1(a) of this Article or become so qualified as provided below.

(b) The Company shall provide to such employees who exercise their bumping rights under this Section training and/or opportunity for certification, if necessary, that is designed by the Company to qualify or certify such employee as soon as possible and in any event within three (3) months of the date each employee reports to the job classification in which the employee desires to be employed.

(c) Following the effective date of the discontinuance of the business unit, the Company shall notify each such employee of all employment options available to that employee. Within one (1) week of such notification, the employee will be required to select, from among those options, the desired job. It is recognized that the Company will require time to administer the bumping process. Thus, training and/or certification shall begin as soon as practicable once an affected employee identifies and selects the new job classification.

(d) The employee who bumps into the new classification must, by the end of the three (3) month training/certification period, have achieved a reasonable degree of proficiency in such job and must be able to perform all the enumerated duties listed in the job description, provided however, that such employee will not be expected to perform specialized duties requiring training/certification which such employee did not receive during the three (3) month training/certification period or for which he had no relevant experience before bumping into such job. In the event that an employee, for any reason, fails to reach such level of proficiency by the end of the three (3) month training/certification period (or withdraws from or otherwise fails to attend training and/or certification classes for any reason other than an excused absence) that employee may exercise only one additional bump to any entry level position within the bargaining unit in accordance with that employee's seniority.

(e) Any employee who is bumped out of any classification becomes an "affected employee" and shall also have bumping rights in any business unit in the Company. Under no circumstances shall any employee be permitted to "bump up." When an employee exercises a seniority-based bumping right under this Section, such right is limited to bump to a job of equal or lower grade. When any bumping occurs under this Contract, the bumping employee shall bring with him or her all accumulated seniority or time in grade and step from the discontinued business unit to the business unit into which such employee bumps. Affected employees who bump laterally will remain at their present wage grade, rate and step. Affected employees who bump to a lower grade will be paid at that lower wage grade at the step nearest, but not above, their prior wage grade, rate and step and will retain the hours accumulated at that prior step.

(f) The Company agrees to inform the union of its intention to discontinue any business unit as soon as practicable after the decision to discontinue is made.

14. In the event that a job classification from which an employee was bumped has a roster system, the employee will be placed at the top of that roster until he/she is offered and declines to accept a job to fill a vacancy (other than a temporary transfer, "acting" or part-time vacancy) in the classification from which he/she was bumped. If the employee declines to accept such job, his/her name will be placed at the appropriate slot on that roster by seniority.

15. An employee returning from active military service following an involuntary call to active duty will be given priority to attend training classes to the extent necessary to cover training issues missed while the employee was on active military service.

ARTICLE 7
Hours of Work and Overtime

1. Except as may be provided elsewhere in this Contract, the normal workday/workweek for full-time employees shall consist of either eight (8) hours/five days or ten (10) hours/four days. The payroll week shall commence at 12:01 A.M. Monday. Either the first five (5) or the first four (4) scheduled normal workdays in the payroll week (Monday through Sunday) shall constitute the normal workweek for full-time employees. It is understood that for full-time employees eight-hour or ten-hour shifts beginning at 11:30 P.M. are considered normal schedules for the following calendar day and that eight-hour or ten-hour shifts ending at 12:30 A.M. are considered to be normal schedules for the preceding calendar day. Any 8 or 10-hour shift beginning between 5:00 AM and 12:59 PM, inclusive, is not to be considered "night work" for any purpose under this Contract. The Company shall staff the various shifts by accepting volunteers for said shifts in order of seniority at each station (work location) and by drafting, as necessary to fill any shift, in reverse order of seniority at each station. The Company shall fill any gap in coverage due to illness, injury, PTO/vacation, etc. in the same manner. The parties agree to discuss alternatives either party may have regarding staffing of shifts during the term of this contract.

The Company can staff the various shifts by accepting volunteers (for draft hours) at each work location and by drafting as necessary to fill any shift, the following will apply to ensure clarity and consistency at all work locations.

1. When a request to be off is provided and approved (72 hours or more in advance), an employee may be drafted, if required, and in exchange be allowed to choose any day off, based on operational need.
2. Seventy-two (72) hours' advance notice is required for any employee requesting off on a Saturday/Sunday.
3. Single days off will be filled via the draft process.
4. Employees will be allowed to turn down three (3) draft requests within a calendar year. (January 1 – December 31; excludes mandatory holidays and emergency situations)
 - (a) When a draft request is turned down, the employee cannot "volunteer" to cover that same draft day and will not be selected for coverage.
5. Each work location will post for volunteer draft hours first.
 - (a) Volunteers for drafts will be selected when a shift requires coverage and less than Seventy-two (72) hours' notice was provided.
6. When/if an employee needs to leave work early, partial shift coverage will be filled by an employee already at work and assigned the same shift.

It is further understood that schedules overlapping calendar days that have been arranged for the employees' convenience are considered to be normal schedules for the calendar day containing the greater number of working hours. The Company shall provide a minimum of two weeks' notice to employees before changing from a normal "five 8s" schedule to a normal "four 10s" schedule or vice versa. The Company retains the right to determine which employees and which business units/areas will be allowed to operate under such schedules.

2. Except as may otherwise be required or permitted by this Contract, the Company agrees to maintain eight-hour/five day or ten-hour/four day workweeks throughout every business unit, consistent with its duty as a public utility to provide an adequate and uninterrupted supply of gas and service. Both parties recognize, however, that even in the regular operation of certain business units, the Company may be required to extend workdays and/or workweeks due to factors including, but not limited to, emergencies, shortages of personnel or materials, seasonal demands, unseasonably cold weather, requirements of state or federal regulatory agencies, the need to address problems associated with consecutive estimated bills, the need to meet contractor, builder and/or current or future customer requirements and/or any other circumstances which may arise in the course of the Company's operations. When an employee's workday or workweek is extended, such extension may result in weekly overtime as provided in Section 3 below.

3. **Weekly Overtime.** Employees shall be compensated for all hours worked over 40 hours in a payroll week at time and one-half. Before any employee may receive weekly overtime, he/she shall have actually worked 40 hours in such payroll week, provided, however, that when any of the following situations occur in any payroll week, such situations shall be counted as time worked for purposes of this Section:

- Holidays not worked;
- Administrative time off after having worked 16 hours during a 24-hour period; (Employees shall be granted a 10-hour break after having worked 16 or more hours during a 24 hour period. Any part of their next, regularly scheduled shift that falls within that 10-hour break period shall be considered productive time.)
- Paid Time Off that is Scheduled and Approved

4. **Distribution of Overtime.** The Company will make every reasonable effort to ensure that overtime opportunities are evenly distributed among all employees in the classification who normally perform the work which is the subject of overtime in the business unit where such overtime work occurs. However, any inequities in overtime opportunities are to be addressed by providing future overtime opportunities. The Company will not under any circumstances make payment for overtime not actually worked. The Company will attempt to offer overtime on a voluntary basis but retains the right to require employees to work overtime, including any employee qualified by job description to perform the overtime work in question. The Company will post each pay period a schedule of all overtime hours worked at each location. Overtime hours will be calculated on a rolling past three (3) month total.

5. **Emergency Work.** (a) When an employee is called out from home for emergency work (other than under Annex EF) during other than his/her regular working hours, he/she shall be paid for such emergency work at the emergency work rate of time and one-half, or double time if he/she reports for work on his/her second unscheduled day of work (an employee working a "4-10s" schedule will be paid for such emergency work at time and one-half, or double time if he/she reports for work on his/her last unscheduled day of work). Pay shall begin from the time the employee receives the call and shall end at the time the employee returns home after completing the assignment(s). While on such emergency assignment(s), the Company may dispatch the employee to perform additional emergency work and shall continue to pay the employee for all hours actually worked at the rate(s) described above, provided however, that the Company shall pay the employee a minimum of 3 hours pay, including travel time, for each incident of emergency work. An "incident" may include a number of separate assignments and is defined as the time the employee receives the call at home to the time the employee returns home following completion of the emergency assignment(s). The employee is expected to respond promptly and without any unnecessary delay after receipt of the call.

(b) No employee shall be paid both weekly overtime and emergency overtime rates for the same hours of work.

(c) **GSO.** During Propane-Air Send-Out, Recovery, and High Pressure Send-Out Production Operations, employees working on the process will be covered by Emergency Time. When the work is less than 3 hours at the conclusion of an operation, employees will be paid at Regular Time. Canceled Operations will not be paid. With at least seventy-two (72) hours' advance notice to affected employees, "Test" runs will not be paid at the emergency time rate. No employee shall be paid both weekly overtime and emergency overtime rates for the same hours of work.

6. **Change in Schedule.** When a full-time employee's normal, scheduled workday(s) is/are changed with a corresponding change in assigned day(s) off, the employee has had a change in schedule. Any change of schedule affecting a full-time employee's normal, scheduled workdays in any workweek shall be posted and written notice given to the affected employee three (3) working days (72 hours) prior to the effective date, except in emergencies where twenty-four (24) hours' notice is sufficient. In the event that such change of schedule is not posted, or such written notice is not given, the first three (3) working days (72 hours) of time worked on the new schedule shall be paid for at time and one-half. Written notice under this section may be provided by email, work management system, or by delivering such notice to the employee's station mailbox or posting same on the station bulletin boards used for such purposes.

Changes in a schedule under the following conditions shall not be subject to premium pay of time and one-half regardless of the amount of notice:

(a) Illness of shift employees requiring rescheduling to provide coverage or when a PTO/vacation request is made by an employee and granted by a supervisor less than 72 hours before such "unscheduled" PTO/vacation is taken.

(b) Changes requested by employees for their own comfort or convenience, which changes are agreed to by the Company.

(c) Changes of two (2) hours or less in starting time of a regular schedule.

This Section (Change in Schedule) shall not apply to employees working a flexible (flextime) schedule or to temporary or part-time employees. Employees who have volunteered for a one-year schedule may not have their schedule changed without at least 60 days' notice or by mutual agreement.

7. **Notification of Inability to Report for Work.** When an employee cannot report to work due to illness or any other cause, the employee must make every effort to personally notify the employee's supervisor and/or designee no less than one (1) hour in advance of the start time of the employee's shift. If the employee is unable to personally make the contact with the supervisor and/or designee, it may be done through another responsible person, but only when the employee is incapacitated, and no less than one (1) hour in advance of the start time of the employee's shift. Whenever an employee is absent due to illness or other disability, the employee, or through another person when the employee is incapacitated, must inform the employee's supervisor and/or designee where the employee may be reached and the approximate date the employee expects to return to work. When an employee is able to return to work after an absence due to illness or other cause, the employee must notify the employee's supervisor and/or designee in advance.

(a) The employee must notify the supervisor/designated business unit contact in the manner prescribed herein each day the employee is unable to report for work. Real time communication by telephone or voicemail message to the supervisor or designated business unit contact person shall constitute "notification" hereunder.

(b) Whenever any employee is absent, or expects to be absent due to illness or other disability for more than five (5) work days, the employee must directly (or through another person when the employee is incapacitated) inform his/her supervisor or the supervisor on duty at the time the notice is given, where the employee may be reached and the approximate date the employee expects to return to work. Supervisors that require a doctor's certificate for employees using ill days must notify the employee no later than four (4) hours after their shift begins. Employees must leave an available contact number to be reached from the time they called in to four (4) hours after their shift starts.

(c) When an employee is able to return to work after an absence due to illness or other cause, the employee shall notify his/her immediate supervisor or designated business unit contact at least twenty-four (24) hours in advance so that arrangements may be made to discontinue scheduling of substitute coverage. All notifications in this section are mandatory.

8. **Clean-Up Time.** Employees may begin appropriate clean-up before the scheduled end of their shift.

9. **Break Time and Meal Time.** Any practice with respect to scheduling of breaks and meals at each station or working group (manager level) that exists at the time of ratification of this Contract shall remain in effect for the term hereof, provided, however,

that the Company retains the right to require a lunch period of thirty (30) minutes to be taken during any shift.

10. **Station Transfer Request.** The Company can staff the various work locations by accepting volunteers of the same grade and job classification and evenly exchanging employees who submit a request. The following will apply to ensure clarity and consistency at all work locations:

1. Employee requesting transfer signs and dates "transfer request form".
2. Transfer request form must be complete and contain all information.
3. Employee submits completed transfer form for date/signature from his/her Supervisor.
4. Supervisor signs/dates to acknowledge receipt and forwards to the Manager.
5. Manager signs/dates to acknowledge receipt and forwards to Field Operations Support.
6. Field Operations Support adds request to company transfer roster.
7. Field Operations Support sends transfer roster to Managers monthly.
8. Managers review for completeness and accuracy.
9. Once approved for further distribution, Field Ops Support sends list to Field Operations, Meter Services, GSO, Transportation, L96, and Labor Relations.
10. If an opportunity to transfer becomes available, the requesting employee will be notified.*
 - a. Transfers will be granted on a first come, first serve basis.
 - b. First come, first serve is based on the employee submission date.
 - c. Transfers submitted on the same date will be granted by seniority.
 - d. Transfers will only be honored for equivalent position opening.

* Previously approved PTO is subject to availability at the new reporting location and will be reviewed on a case by case basis.

- e. Employees should reapply for transfer if their job assignment changes.
11. Upon notification of transfer opportunity, the employee must accept or deny the transfer.
- a. The employee will have five (5) business days to respond to the transfer notification.
 - b. Employee must sign/date the acceptance or denial.
 - c. If transfer choice 1 is not available, and is offered choice 2 and denies it, the transfer is considered a denial.
 - d. If an employee accepts a transfer, the employee is then obligated to transfer on the given date stated.
 - e. If an employee denies/turns down the transfer, they are removed and must reapply.
12. Denial or acceptance is signed/dated by the Manager.

ARTICLE 8

Work Force Flexibility

1. In order to achieve optimal flexibility in the direction and employment of all its working forces and/or to efficiently meet business and operating needs, the Company shall have the right to use one or more of the following options in directing its work force.

Options: (1) the use of outside contractors as provided in Article 23; (2) the employment, on a part- time basis 30 scheduled hours or less per week), of such complement of employees in such job classification(s) as the Company shall determine, provided, however, that Teamsters Local 96-eligible employees who are full- time employees as of the date of ratification of this Contract shall not be changed to part-time employees during the term of this Contract unless such employee voluntarily bids or applies for a part-time position; and, provided, further, that the Company shall not employ a number of part-time employees greater than 5% of the total number of employees in the bargaining unit at any one time; (3) the use, on a voluntary basis, of flexible work-week schedules and flexible daily starting and stopping times, provided, however, that such flexible schedules may continue until the Company, with reasonable notice to each employee working a flexible schedule, suspends or cancels such flexible schedule and requires each employee to return to the schedule he/she worked before working the flexible schedule; (4) the use of temporary employees to meet short-term (not more than 89 days per temporary employee per calendar year) operating needs, provided, however, that the Company shall not employ a number of temporary employees greater than 5% of the total number of employees in the bargaining unit at any one time; (5) the right to make temporary transfers as set forth in Article 6, Section 4 of this Contract; (6) the use of a "four 10-hour days" schedule in accordance with Article 7 of this Contract; (7) the use of take home vehicles in accordance with Annex THV; (8) Where compliance is at risk,

allow designated Local 96 Washington Gas and/or Shenandoah Gas employees to temporarily "cross unions" to perform similar and qualified union work/job duties at locations represented by each union. Any such transfer will not exceed thirty (30) days unless agreed upon by the company and union due to the scope of the incident (provided an agreement is reached with the other unions); (9) any other options consistent with management rights as set forth in Article 5 of this Contract or such option(s) as may be required to meet municipal, state or federal laws or regulations.

2. The Company agrees that it will not lay off any full-time Local 96-eligible employee who is employed by the Company on the date of ratification of this Contract. This subsection does not replace or modify in any way Article 23 of this Contract.

3. The Company may utilize employees in Local 96 who are unable to perform full duty due to job related injury to temporary light duty in areas covered by another bargaining unit so that restricted employees can return to productive work as soon as they are medically able. The Company will reevaluate the suitability of light duty every 45 days, but will not extend light duty into another bargaining unit beyond 90 days without agreement from the affected bargaining units.

ARTICLE 9 Wages / Job Evaluation

1. Employees must attain an overall Performance Appraisal rating of "Success" or above to receive the general wage increases. Eligibility for any lump sum payment, rate step increase and/or Annual Bonus Payment (ABP) payment requires an overall Performance Appraisal rating of "Success" or above.

(a) All employees covered by this agreement shall be paid according to their wage grade and schedule set forth in Annex W, which by this reference is incorporated herein and made part hereof. For the duration of this Agreement, the hourly wage, wage grades and job classifications for employees eligible for membership in the Union shall not be changed except as provided in this Agreement.

(b) In addition, for each year stated above, a lump sum payment (ABP) in an amount to be determined by the Board of Directors, provided, however, that as a condition precedent to such payment, the Company's rate of return on average common stock equity (ABP) must exceed a threshold amount predetermined for each fiscal year by the Board of Directors. When the Board of Directors, in its sole discretion, determines that such (ABP) threshold has been met, it shall authorize the cash payment, in a lump sum, and such payment shall be made by not later than April 1, of each qualifying year. Annex (ABP) provides the eligibility criteria for payments under this subsection. For purposes of this Section, the (ABP) requirements shall be the same as the (ABP) requirements that trigger payments to Company executive officers under the Company's Executive Incentive Compensation Plan.

2.

(a) When, during the term of this Contract, the Union contends that there has been a substantial change, or a number of minor changes which may constitute a

substantial change in the job content of an existing job, the Union shall present the details of such changes on job change forms to Labor Relations. The Union shall also submit to Labor Relations all local (MD-DC-VA) and/or natural gas industry market wage data and other responsibilities and job data that reflect other job duties upon which it relies in support of its request for increasing or upgrade in the wage or wage grade of any job under this Contract. The Union may submit actuarial and/or accounting data as a part of its market wage data.

(b) The benchmark standard for determining appropriate wage rates and grades for all jobs under this Contract shall be one of "total compensation" based on local (MD-DC-VA) wage data for the same or similar jobs in the local market. Where local market data is unavailable, the Company and the Union may consider natural gas industry wage data.

(c) The Manager, Labor Relations shall appoint, on an ad hoc basis, an advisory committee of management employees to review job change forms and any local market wage data submitted by the Union and any such data otherwise obtained by the Company. The advisory committee should, at a minimum, include a member of the HR/Compensation staff, and a representative of management with supervisory and compensation authority over the position in review.

(d) In the event that the ad hoc committee finds that there has been a substantial change in the job content of any job, the committee, after examining local (or industry) wage and benefits data, shall give the Manager, Labor Relations a recommendation (by, if possible, the last day of each month in which it meets) to increase, reduce, reclassify, or keep the wage for the job(s) unchanged.

(e) Within 30 days of receiving the recommendation(s) of the ad hoc advisory committee, the Manager, Labor Relations shall make a determination to increase, reduce, reclassify, or keep the job's wage rate and/or grade unchanged. Where a job's wage rate/grade is increased, back pay for such increase shall be retroactive to the date of the substantial change(s) in the job that resulted in the increase, but such back pay shall not in any case exceed 6 months. Where a job's wage rate is lowered, any adjustment in pay shall be made prospectively from the date of the Manager, Labor Relations' determination. In either event, there shall be no reclassification of or change to any other existing job.

3. After the date of ratification of this Contract, when new jobs are established or existing jobs are revised, the job classifications and wage grades for such job shall be determined solely by the Company in the manner established in this Article. The Union will be supplied job descriptions, for "notice and comment," on new jobs or revised jobs, and the data on which the Company relied in determining the classifications and assigning the wage grades and rates ten (10) business days before such new/revised description shall become effective.

4. Any job evaluation grievance shall be presented to Labor Relations, in writing as a "Step 2" grievance under the Procedure for Adjusting Controversies (see Article 18, Section 5) within one hundred twenty (120) days after Labor Relations notifies the Union of any job evaluation action taken under this Article. At such grievance meeting,

the Union shall present all wage and benefit data upon which it relies as a basis for its grievance. Thereafter, the time limits for the Union and the Company at such step shall apply. If such grievance is not resolved at that step, it may be taken to arbitration as provided in Article 18.

5. **Rate Steps.** (a) A new employee without previous Company service shall be paid the hiring rate of pay of the grade to which the employee is assigned. If such employee's performance appraisal is rated, overall, "Success" or above, the employee shall receive an increase to the twelve (12) month step for that grade at the end of 12 months' service; and thereafter shall receive increases to the next higher rate steps to the maximum rate for that grade at twelve (12) month intervals, provided the employee's performance is rated, overall, "Success" or above.

(b) In the event a new employee, who is receiving the hiring rate of pay for a job grade, is promoted or transferred to another job grade the employee shall be paid the hiring rate of pay for the new grade until he/she has completed twelve (12) months' service from the date of his/her employment.

(c) When an employee is promoted to a higher-graded job the employee shall be paid the rate in the higher grade which is next above his/her rate of pay prior to promotion, and thereafter shall receive increases to the next higher rate steps in that grade at twelve (12) month intervals, provided his/her performance is rated, overall, "Success" or above in the new assignment. Such promotional increase shall be a minimum of twenty-five cents per hour.

(d) When an employee is demoted or reassigned for cause, or transferred (1) to give him/her employment, or (2) at the employee's own request, he/she shall be placed in the highest pay rate step of the lower job which is equal to or less than the rate which the employee was being paid in the higher-graded job. An employee at the hiring rate of the higher-graded job would go to the hiring rate of the lower-graded job for the length of time required to reach the twelve (12) months' pay rate counting service in the higher-graded job.

(e) The Company reserves the right to hire external candidates in non-progressive jobs, at the appropriate grade and step above the hiring rate, up to and including the 36-month step, for jobs that have specific work experience and/or educational requirements. Filling of vacancies for positions in progressive jobs will be handled by the Union and the Company on a case-by-case basis.

6. **Bi-weekly Pay and Direct Deposit.** All employees covered by this Contract will be paid on a bi-weekly basis for the term of this Contract. All employees shall designate a bank, credit union or other financial institution into which their pay will be deposited by direct deposit. The Company shall mail each employee's pay advices directly to his/her home address.

7. **Shift Bonus.** (a) A shift bonus of \$1.50 an hour will be added to the basic rates for employees working a shift starting between 12:00 Noon and 7:59 p.m., and between 4:00 a.m. and 5:59 a.m., effective upon ratification.

(b) A shift bonus of \$1.75 an hour will be added to the basic rates of pay for employees working a shift starting between 8:00 p.m., and 3:59 a.m., effective upon ratification.

(c) Employees who work night shifts on the day of observance of the holidays specified in Article 11 shall receive the appropriate shift bonus provided in Subsections (a) and (b) of this Section.

8. **Sunday Premium Pay.** Effective upon ratification, premium pay of \$2.50 an hour shall be paid to all employees who work on Sunday.

9. **Temporary Transfer Pay.** (a) An employee who is temporarily transferred to work in a lower-graded job shall not, during such temporary transfer, receive any reduction in the basic rate of pay of the job from which the employee has been temporarily transferred.

(b) An employee must be rated, overall, "Success" or above to be eligible for a temporary transfer to a higher-graded classification. If such temporary transfer is to a higher-graded job and the employee works two (2) or more consecutive hours in such higher-graded job, he/she shall be paid for all hours worked at such higher graded job during that period at the 48-month step of the higher-graded job. An employee must be able to perform work in the higher-graded job classification and actually be assigned to perform work in such higher-graded job classification before he/she will receive pay at the higher grade. This provision shall not affect the employee's regular basic wage rate or step progression within such grade.

The Company will track the hours of each employee TT'ed upgrade. If an employee is subsequently promoted to the higher-graded job classification to which the employee had previously been TT'ed, the employee will be placed at the appropriate step in the higher graded job based on the number of hours worked during the TT upgrade assignment(s).

(c) Temporary transfers covering assignments that are expected to continue for periods longer than twenty-one (21) days such as replacements for lengthy illness of an employee, extended PTO/vacation, leave of absence, or similar reasons, are classified as "acting." This means that paid non-productive time falling within such assignment will be paid for at the temporary transfer rate.

10. **Waiver of Shift Bonus:** Where an employee requests, for his/her own convenience, a change in a starting time that would otherwise result in eligibility for a shift bonus, that employee shall waive entitlement to such shift bonus by executing a form entitled "Employee Request for Modification of Starting Time/Shift and Waiver of Shift Bonus (differential). Such form is attached as "Annex WSB" and incorporated by reference herein.

11. **Non- pyramiding.** When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation will be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

**ARTICLE 10
Paid Time Off – PTO**

Personal time off, and funeral are considered Paid Time Off (PTO) and may be taken in accordance with the following schedule and pursuant to the terms and conditions specified below:

PTO	
Length of Service	Available Time Off
New Employees (>= 90 days but < 1 year of productive service)	40 hrs
1 yr - < 5 yrs	80 hrs
5 yrs - < 10 yrs	120 hrs
10 yrs - < 20 yrs	160 hrs
20 yrs - < 30 yrs	200 hrs
*30+ yrs	240 hrs
PTOA	
Accrue 8 hrs/month to a maximum of 96 hrs/year	12 days (96 hrs)

PTOA

- Hours to be used for unplanned time off;
- New employees will start accruing time after 90 days of employment;
- Up to fifty-six (56) hours may be used for ILL. Up to forty (40) hours of unused PTOA ill days will be "cashed out" at the end of each calendar year;
- Five (5) PTOA days used to satisfy the elimination period for transition to Short Term Disability will not revert to unused PTO/PTOA;
- Employees who are approved and placed on STD for more than thirty (30) days will not accrue PTOA during subsequent months approved and on STD. Once an employee returns to work, PTOA accrual will begin; employees who receive STD disability payments to which they are not entitled will be required to reimburse the Company for such payments;
- If an employee elects to use their PTOA/ILL to cover the jurisdictional waiting period prior to being approved for worker's compensation, the PTOA/ILL hour used for this coverage will not count towards the calculation of excessive illness usage – more than fifty-six (56) hours in a fiscal year.

1. **PTO Pay.** PTO pay shall be based on the number of hours per week comprising the workweek scheduled at straight-time rate. If a holiday occurs during an employee's PTO/vacation period the employee shall be paid at his/her straight time rate and the hours for such holiday shall not be deducted from the number of PTO/vacation

hours the employee has accrued. It is the employee's responsibility to ensure timesheets are completed by Payroll deadline.

2. **Time of PTO/Vacation.** PTO/vacation shall, as far as is practicable, be granted during the normal PTO/vacation period at the time selected by employees, but the final allotment and approval of PTO/vacation schedules, including any cancellations or rescheduling, shall be reserved to the Company. PTO/vacation may be taken outside of the normal PTO/vacation period with the approval of the employee's immediate supervisor. Scheduling, approval, cancellation and rescheduling of employee PTO/vacation shall be handled at the working group (supervisor/ manager and schedulers; "scheduler(s)" for the purpose of this section means scheduler with the approval of supervisor/manager) level at each station or working group location. It is recognized that the purpose of PTO/vacation is to afford an employee rest and recreation in periods of not less than one (1) week; however, PTO/vacations may be taken in periods of less than one (1) week with the approval of the employee's immediate supervisor, provided that the employee makes the request at least seventy-two (72) hours in advance of the requested day(s) off. On a case-by-case basis, the supervisor may waive the seventy-two (72) hour notice requirement if, in the supervisor's judgment, manpower requirements permit such waiver. Management has the flexibility to assign PTO on a rotational basis. The schedulers when scheduling the annual vacation (done in seniority order) will limit each individual to two (2) weeks in the summer (Memorial Day to Labor Day) on the first round selection. On the second round selection, if there are additional weeks available, the scheduler will allow individuals (again in seniority order) to select a third week – This process is followed until all available weeks are filled or employees have satisfied their vacation needs (which-ever first).

An employee who has scheduled a week(s) (Monday through Friday) PTO/vacation, will have either the weekend (Saturday and Sunday) immediately before or immediately after the PTO/vacation week(s) off.

3. All employees seeking schedule changes and shift changes must obtain advance authorization by request to their supervisor with a copy to any other impacted supervisor and the Scheduler. The decision maker shall be the supervisor or manager in consultation with the Scheduler. The proposed substitute employee must not have worked six (6) consecutive days and must not be already scheduled to work the day of the requested coverage.

4. **Unused PTO/Vacation.** If an employee cannot be scheduled to commence an entire PTO/vacation or any unused portion thereof by December 31 of the calendar year as a result of the Company's need for the employee's services, the employee shall be paid for such unused PTO/vacation at time and one-half or may take the unused PTO/vacation time during the following calendar year. No employee may accumulate or carry forward more than two (2) weeks PTO/vacation time for any purpose. The premium pay provisions of this Section shall not apply to such accumulated PTO/vacation. Further, no employee may "borrow" PTO/vacation time from any future year's PTO/vacation entitlement for use in a current year

5. **Termination of Service.** When an employee who has been continuously employed for one (1) year or more is laid off due to lack of work, resigns (provided a two-

week notice in writing has been received by the Company), or is given a leave of absence, the employee shall be paid any PTO/vacation allowance due him/her under the PTO/vacation plan. No PTO/vacation allowance shall be paid to an employee (a) who is discharged for just cause, or (b) who has been continuously employed for less than one (1) year.

6. **Return from Leave of Absence or Recall from Layoff.** An employee returning from a leave of absence other than a military leave of absence or recalled from a layoff on or before August 15 shall be eligible to take any PTO/vacation available to him/her for the current year, provided the employee had been continuously employed for at least one (1) year at the time the leave of absence or layoff began and provided that the employee was not paid a PTO/vacation allowance ("cashed out") for the current year before going on leave or layoff. Such PTO/vacation may not be taken earlier than four (4) months after his or her return from leave of absence or layoff. The premium rate specified in Section 3 above of this Article will not apply to such PTO/vacations. An employee returning from a leave of absence after August 15 shall not receive PTO/ vacation for the current year.

7. **Return from Military Leave of Absence.** An employee returning from military service shall be eligible to take available PTO/vacation for the current year as provided by Section 1 of this Article after combining Company and military service, unless the employee was paid at the straight-time rate a PTO/vacation allowance ("cashed out") for the current year before going on such leave. The premium pay (paid at time and one-half) provision of Section 3 of this Article for PTO/vacation not taken shall apply only to those veterans returning prior to April 1 of the current year.

**ARTICLE 11
Holidays**

1. All full-time employees, regardless of their work schedules, shall be paid a holiday allowance equal to eight (8) hours' pay at the straight time rate for the day of observance of the following holidays, except as stated in Section 2 and 4 below. Part-time and temporary employees shall be paid a holiday allowance equal to the number of hours they would normally have been scheduled to work, but not to exceed eight (8) hours.

Day of Observance

	2021	2022	2023	2024	2025	2026
New Year's Day	Jan 1	May 31	Jan 2	Jan 1	Jan 1	Jan 1
Dr. Martin Luther King's Birthday	Jan 18	Jan 17	Jan 16	Jan 15	Jan 20	Jan 19
Inauguration Day	Jan 20				Jan 20	
President's Day	Feb 15	Feb 21	Feb 20	Feb 19	Feb 17	Feb 16
Memorial Day	May 31	May 30	May 29	May 27	May 26	May 25
Juneteenth	Floating	June 20	June 19	June 19	June 19	June 19
Independence Day	July 4	July 4	July 4	July 4	July 4	July 3
Labor Day	Sept 6	Sept 5	Sept 4	Sept 2	Sept 1	Sept 7
Veterans Day	Nov 11	Nov 11	Nov 10	Nov 11	Nov 11	Nov 11
Thanksgiving Day	Nov 25	Nov 24	Nov 23	Nov 28	Nov 27	Nov 26
Day after Thanksgiving	Nov 26	Nov 25	Nov 24	Nov 29	Nov 28	Nov 27
Christmas Day	Dec 24	Dec 26	Dec 25	Dec 25	Dec 25	Dec 25

2. If a holiday occurs during a period of suspension, the holiday will be counted as a day of suspension. An employee who has an unexcused absence on his/her scheduled workday immediately preceding a holiday, on his/her scheduled workday which is the day of observance of the holiday, or his/her scheduled workday immediately following the holiday will not be paid the holiday allowance. However, an employee may not be deprived of more than one (1) holiday allowance for any unexcused absence which occurs in a single scheduled workweek.

3. Employees who work on the day of observance of a holiday other than the Thanksgiving or Christmas holidays shall be compensated for hours actually worked at time and one-half, including shift bonus if applicable under provisions of Article 9, Section 7(c), in addition to the holiday allowance provided for in Section 1 of this Article. A list of employees scheduled and expected to work on the day of observance of such holiday(s) shall be posted at least thirty (30) days in advance of such holiday.

4. Employees who work on Thanksgiving Day or Christmas Day (or both) shall be compensated for hours actually worked at double time including shift bonus, if applicable, under provisions of Article 9, Section 7(c), in addition to the holiday allowance

provided for in Section 1 of this Article. A list of employees scheduled and expected to work on Thanksgiving Day and/or Christmas Day shall be posted at least thirty (30) days in advance of such holiday.

5. An employee on Short Term Disability (STD) shall not be eligible for any holiday allowance for any holiday occurring during such period of Short Term Disability.

ARTICLE 12
Long and Faithful Service

An employee with a minimum of twenty (20) years of continuous service with the Company who becomes incapacitated so as to be unable to perform his or her regular work to the satisfaction of the Company and who has not reached the second or higher step in the progressive discipline process within three years of the date he/she is determined to be incapacitated (provided such discipline is not the result of a single offense within that three (3) year period), is eligible to be reassigned to any lateral or lower-graded position to perform productive work in such position at a new, appropriate rate of pay. The new "appropriate rate of pay" shall be the actual rate of pay for the job to which the employee has been reassigned or not less than the following percentage of the employee's rate in the old job at the time of reassignment under this provision, whichever is greater:

20 to 24 years of continuous service	80%
25 or more years of continuous service	100%

Then, when the actual rate for the job to which the employee has been reassigned equals the rate that the employee is being paid, the employee will be eligible for general wage increases consistent with this Contract. Employees reassigned at the 100% level of pay will be entitled to receive any future wage increases of the grade and step they held prior to reassignment. The Union will be notified of such transfers at the time such transfers are made.

An employee designated as "Long and Faithful" may remain in that status until the employee becomes eligible for normal retirement (30 years of credited service), becomes eligible for retirement by having attained "combination 90" (age + years of credited service) or becomes eligible for Disability Retirement or Long Term Disability benefits, whichever occurs first. At such time, the employee's "Long and Faithful" status shall end and the employee shall elect to either continue in the Company's employ at the appropriate rate of pay for the job the employee is then performing or choose from other employment, retirement or other options then available.

An employee with twenty-five (25) or more years of service will be excused, upon request, from night shift assignments. However, the Company may refuse such requests in emergencies, when the Company must meet certain seasonal requirements or when such a request will result in an insufficient number of employees to staff a night shift. The Company agrees to excuse from night work as many employees with 25 or more years of service as operating conditions allow. In any event, the Company will excuse at least four (4) senior employees from night work at each station (Northwest Station, Southeast Station, Springfield Operations Center [including Dranesville Station]). The Company may

consider employees in all job classifications when determining who may or may not be excused from night work at each station.

The four employees excused from night work per station shall be assigned to a shift starting no earlier than 6 AM and ending no later than 7:30 PM and the Company shall not extend the workday of such employees except under emergency conditions.

ARTICLE 13

Family Medical Leave

An employee may take family medical leave in accordance with the provisions of the FMLA. Leave under the DCFMLA shall be available only to those employees that are regularly assigned to report to work at a Company location within the District of Columbia.

Employees covered by FMLA or DCFMLA are required to take available short-term disability, PTO/vacation while on family medical leave. In accordance with the provisions of the applicable law, employees may continue on FMLA or DCFMLA leave in an unpaid status when paid leave is exhausted.

ARTICLE 14

Dress Code and Uniforms

The Company shall have the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms. When the Company requires an employee to wear a special uniform and/or Personal Protective Equipment (PPE) including, but not limited to, coveralls for vehicle mechanics and such field personnel as the Company shall determine, protective apparel for welders and smocks for such field/facilities personnel as the Company shall determine, the Company shall provide such uniforms and PPE and necessary replacements, due to normal wear, at no cost to the employee. The employee will be responsible to maintain the uniform and PPE in good condition. Laundry or dry cleaning of Company-issued uniforms will be provided by the Company. An employee may wear one (1) non-Company-related article and such article or accessory shall not be more than two (2) inches high and not more than two (2) inches wide. Any such non-Company-related article shall be dignified, non-derogatory and non-inflammatory and shall be worn in a dignified manner only on a shirt pocket or collar or on the lapel of a jacket or coat, provided, however, that such article shall not conceal or cover in any way any Company logo, patch or name tag, and, provided, further, that no such article may be worn on flame retardant or other protective coveralls or in any situation where doing so may create or increase the risk of personal injury to any employee.

When flame retardant coveralls are required, the respective business units will supply, launder and repair such coveralls on a regular basis. Flame retardant coveralls will be available for each employee in those job classifications which are currently being supplied such coveralls by the Company. In addition, thereto, the Company shall make disposable coveralls available to employees who, from time to time, encounter excessively dirty/dusty working conditions. The appropriate business unit head shall determine how many uniforms and/or coveralls shall be provided to employees who are required to wear same.

The Union will continue to participate in a committee where Union has "confer and advise" input.

ARTICLE 15
Prohibition on Foreman/Supervisors Working

No direct supervisor/foreman shall perform work regularly assigned to employees covered by this Agreement, except for the purpose of instructing employees or except in the event of an emergency. Such supervisor or foreman or acting foreman shall be permitted to work until such emergency ceases. The Company shall notify the Union as soon as practicable when an emergency exists and its general nature. The Company shall also notify the Union when the emergency ceases. The following are not affected by the provisions of this Article:

- Staff Engineer (in charge of instrument crew);
- Foreman/Supervisor testing for gas leaks of any kind; and
- Foreman/Supervisor re-lighting appliances after outages, after gas in main has been turned off, and when gas in service has been turned off for Distribution work (leaks, replacements, relocation and reconnects) when temperature is 32 degrees (32°) Fahrenheit or less.

ARTICLE 16
Notice of Changes in Classification

The Company will provide the Union a monthly seniority and change report for all employees covered by this contract.

ARTICLE 17
Intentionally left blank

ARTICLE 18
Procedure for Adjusting Controversies

1. (a) It is considered by the parties that all grievances should be presented promptly, discussed without delay and answered within a reasonable time. A grievance is defined as a violation of a specific term(s) or provision(s) of this Contract or a past practice as recognized and enumerated in Annex ZC to this contract. It is also considered that grievances should be settled amicably whenever possible at the levels where the greatest familiarity with the subject matter exists. Subject to the terms set forth below, any individual employee, group of employees or either party shall have the right to present grievances and to have them considered for adjustment, provided any adjustments are not inconsistent with the terms of this Contract and a Union representative has been given an opportunity to attend as provided in this procedure. Therefore, it is agreed that all grievances, except safety-related grievances and job evaluation grievances, shall be subject to the following grievance procedure. The procedure for safety-related grievances is set forth in Article 21 of this Contract and the procedure for job evaluation grievances is set forth in Article 9.

(b) **Information Requests and Responses** - Each party agrees to honor the request of the other party for discovery of information and data that is relevant to the proceeding and which may facilitate a mutually satisfactory resolution of the grievance. All data requests shall be in writing. The party receiving such request shall respond to such request as soon as reasonably possible. All time limits in this Article shall be suspended for not more than ten (10) days upon receipt of such a written request. Provided, however, that when a party makes a request for data which is voluminous or otherwise not readily retrievable (e.g., archived documents or records) the time limits hereunder shall be suspended for not more than thirty (30) days. All data requests made by the Union shall be delivered to the Manager, Labor Relations. Requests made by the Company shall be delivered to the President of the Union. The time limits of this Article may be further suspended for a party making a data request, at the written election of that party, for up to ten (10) additional days following receipt of that data to review such data sent by the party responding to such request. The parties recognize that this provision shall not be applied in a manner inconsistent with the Union's legal duty of fair representation. Nothing in this Section precludes either party from pursuing an issue regarding an information request at the National Labor Relations Board. All deadlines in this Article shall be suspended pending the Board's determination of any charge.

(c) Either party may freely amend, in writing, its grievance between steps. However, no claim may be presented or argued and no remedy may be sought in arbitration without such claim/remedy having been first discussed at step 2 in this procedure.

(d) All Union and Company grievances must be numbered noting the calendar year in which the grievance is filed and the number of each grievance as follows: e.g., 07-1, 07-2, etc. Each grievance must also be dated and signed by the appropriate party authorized to file such grievance.

(e) For purposes of this Article, the term "work days" shall be defined as Monday through Friday.

2. **Period of Limitations Within Which a Grievance Must Be Filed:** Any employee (or the Union on behalf of an employee(s)) who believes that he/she has a grievance shall, within thirty (30) calendar days (within ten) work days in discharge cases) after the cause of the grievance is alleged or known to have taken place, either submit written notification to his/her immediate supervisor to hear it informally or file a "formal step 1" grievance. The employee may have a Shop Steward present during an informal discussion with a supervisor or station manager. (There shall be no informal meeting with a supervisor/station manager in any discharge case.). The supervisor shall, within five (5) work days after the discussion, notify the employee and steward in writing that the grievance is denied or granted. If the supervisor/station manager denies a grievance following such "informal" discussion, the Union shall have the balance of the original thirty (30) day period within which to file a formal, written grievance. If a supervisor grants or settles a grievance at the "informal" step, he/she must do so in writing and in a manner consistent with the terms of this contract. The supervisor/ station manager shall send a copy of the settlement to the appropriate operating department manager and to Labor Relations.

However, when the Union reasonably believes that the grievance cannot be effectively presented at the informal step, it may bypass the informal step and, in such cases, the Union shall file a written grievance as a "formal step 1" grievance within the thirty (30) day period of limitations (5 days in discharge cases) set forth in this Section. Grievances initiated by the Union itself may be presented by any designated Union representative.

3. The written grievance shall explain, in plain language:

(a) the specific claim(s) the Union is making, including the relevant facts surrounding the grievance;

(b) the specific Labor Contract provisions that the Union or the aggrieved employee feels were violated; and

(c) the specific remedy or remedies the Union is seeking with respect to the grievance.

4. **Formal Step 1** – As set forth in Section 3 above, the Union may bring a grievance directly to "formal step 1." Within thirty (30) days (within five (5) days to grieve a discharge) after the cause of the grievance is alleged or known to have taken place. Within five (5) work days of delivery of the written grievance, the appropriate manager or Director, the grievant and the President of the Union (or his designated representative) shall meet to resolve the grievance. Within one (1) week after that meeting, the appropriate manager or director shall deliver a written answer explaining his/her decision to the President of the Union, with a copy to the appropriate shop steward/union representative and to the Manager, Labor Relations.

5. **Formal Step 2** – If the grievance is not resolved in Step 1, the Union shall, within five (5) work days after receipt of the written answer in Step 1, request in writing a meeting with the Vice President of the appropriate Business Unit to resolve the grievance. The Vice President (or his/her designee) shall meet with the grievant, the Union President and up to two union representatives designated by the Union President to resolve the grievance as soon as possible, but not later than seven work days after receiving the written request.

6. Within seven (7) workdays after the meeting, the Vice-President (or his/her designee) shall give a written answer explaining his/her decision to the Union President. If the grievance is not resolved in Step 2, it may be taken to arbitration as provided in Sections 16 and 17 of this Article.

7. **Grievance Meetings.** The Company will compensate, at the appropriate rate of pay, the aggrieved employee and one person designated by the Union for time spent handling grievances during regular working hours at Step 1. The Company will compensate the aggrieved employee and up to two (2) representatives designated by the Union for time spent handling grievances during regular working hours at Step 2. Whenever the Union alleges that a group (2 or more) of employees are aggrieved and the basis for the grievance is substantially the same for all employees in the group, a committee of not more than three persons, (which may be modified by agreement of the

Union and the Manager, Labor Relations on a case-by-case basis) which shall include designated Union representative(s) and at least one of the employees from the aggrieved "group" of employees, shall be substituted for the words "employee," "grievant" or "aggrieved employee" wherever such words appear in the Procedure for Adjusting Controversies in this Contract.

8. **Fees, Costs and Expenses Associated with Arbitration.** (a) Each party to an arbitration shall pay one half of the arbitrator's fee, the reporter's (including transcript preparation, if any) fee and any fee for the use of hotel (or other arbitration site) space and services. If only one party requests expedited preparation of the transcript, that party shall bear the entire portion of the cost for such expedited service. If the arbitration is held on the premises of the Company or the Union, the other party shall not incur any cost for the use of such premises. The parties agree that it is desirable to resolve grievances before arbitration where possible. To that end, the parties agree to meet at least thirty (30) days before the scheduled arbitration to discuss specifically a full and final settlement of the grievance.

(b) Any other cost, fee or expense of any kind incurred by either party in connection with any grievance or arbitration including, but not limited to, the cost/expense of any research or the calculation of alleged damages or back pay shall be paid solely by the party incurring such fee, cost or expense.

(c) The Company will not under any circumstances compensate the Union, any Union official, Union-eligible employee, agent for the Union or attorney representing the Union for time spent in preparation for any arbitration, the actual arbitration or any activities related to arbitration of grievances, including, but not limited to, post-arbitration activities related to any award or remedy ordered by the arbitrator except as provided under Section 17(d) of this Article.

(d) If the arbitrator determines that either party acted in bad faith and engaged in egregious conduct which directly caused the grievance or that either party acted in bad faith and engaged in egregious conduct in advancing its position during the grievance procedure, the arbitrator may order that party to pay the full fee for the services of the arbitrator and the reporter and the costs for hotel space and services. If the arbitrator finds that both parties engaged in such conduct, then the provisions of Section 8(a) of this Article shall apply.

9. Discussion regarding grievances shall be conducted as far as practicable during the employee's working hours. The office of the Manager, Labor Relations shall arrange, upon request by the designated Union representative, for employees to be excused to attend grievance meetings. All employees shall report to their supervisors upon returning to work. An employee representing himself or herself shall arrange to meet directly with his/her supervisor.

10. Grievances brought by the Union or grievances relating to matters which extend beyond a single Department, Division, or Group may originate in the step of the grievance procedure where management authority to settle the matter exists, but no grievance may be taken to arbitration until it has been presented in Step 2.

11. It is agreed that the grievance procedure time limits may be modified at any time by written agreement of the President of the Union and the Manager, Labor Relations when such action appears to be for good cause. Consent by either party to modify such time limits shall not be unreasonably withheld.

12. The Manager, Labor Relations and the Union may designate others to perform the tasks described in this Article. In such cases, the Union and/or the Company shall inform each other of such designees.

13. Grievances brought by the Company shall be in writing and shall be mailed or delivered by the Company to the Union President within fifteen (15) days after the cause of the grievance is alleged or known to have taken place. The Manager, Labor Relations and the President of the Union shall meet in person or by telephone within ten (10) days after the Company's written grievance is received at the office of the President of the Union. Within one (1) week after the meeting or telephone call, the President of the Union shall give the Manager, Labor Relations a written determination explaining his/her decision of the Company's grievance. If the grievance is not resolved to the Company's satisfaction, the Manager, Labor Relations shall, within fifteen (15) calendar days of receiving the written determination, give the President of the Union a written notice of intent to arbitrate and a request to select an arbitrator. Thereafter, the procedures stated in Sections 16 and 17 of this Article shall be followed with respect to the arbitration of the Company's grievance.

14. The grievance procedure is applicable to all Union-eligible employees in the bargaining unit, provided, however, that terminations of any probationary employee during the first ten (10) months of continuous service shall not be the subject of a grievance.

15. (a) Failure to comply with the time limit provisions of this Article by any grievant or Union representative shall bar the grievant and the Union from further pursuing the grievance in question. Failure to comply with the time limit provisions of this Article by Management representatives shall permit the grievance to be advanced to the next Step of the grievance procedure.

(b) Failure by the Company to comply with the time limits in Section 13 with respect to a Company grievance shall bar the Company from further pursuing such grievance. Failure by the Union to comply with Section 13 time limits shall permit the Company's grievance to go directly to arbitration.

16. (a) If a Company or Union grievance is not settled within the time limits stated in this Article or otherwise as prescribed herein, the aggrieved party shall give the other party, within fifteen (15) days of the receipt of the written determination of the grievance at "Formal Step 2," a written notice of intent to mediate and/or arbitrate the grievance and a request to proceed to mediation through the Federal Mediation and Conciliation Service (FMCS) and/or to select an impartial arbitrator from the panel of arbitrators. All matters proceeding to mediation or arbitration shall be scheduled as expeditiously as possible. Where the parties agree to proceed to mediation, neither party shall be bound by the mediator's recommended resolution of the grievance. Each party shall notify the other party of its acceptance or rejection of the mediator's proposed

resolution within ten (10) days of the end of the mediation process. If a grievance is not resolved in mediation, the aggrieved party may take the matter to arbitration as provided in this Article. Statements made by either party in mediation shall not be admissible in any arbitration proceeding and shall not, in any way, be construed as an admission against that party's interest. Similarly, the mediator's proposed resolution shall not be admissible or referred to in any arbitration proceeding. When the parties agree to resolve a grievance in the mediation process, such agreement will be reduced to writing and signed by authorized representatives of each party and the grievant.

In cases proceeding to arbitration, the selection of the arbitrator shall be made from the list of arbitrators provided by the FMCS. However, no arbitrator may hear two cases in a row. For a grievance that is permitted to proceed to arbitration because of one party's failure to comply with a time limit, a written notice of intent to arbitrate and a request to select an impartial arbitrator shall be given by the other party within fifteen (15) calendar days of the deadline that was not met.

The Company shall not be liable for any damages, including, but not limited to, back pay for any period of delay in scheduling mediation or arbitration, selecting an arbitrator or other delay, caused directly or indirectly by the grievant or by the Union. Within ten (10) working days after notification that the Union or Company elects to arbitrate, the Company shall ask the Federal Mediation and Conciliatory Services to furnish the parties with a panel of seven (7) qualified arbitrators. Within fourteen (14) working days after receipt of the list of arbitrators, the parties shall meet to alternately strike one of the submitted names until one (1) name remains with the right to strike first determined by the flip of a coin. The winner of the coin toss gets to choose whether to strike first or second.

17. (a) The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Labor Contract only to the extent necessary to determine and decide the grievance. The arbitrator shall not have jurisdiction or authority to alter, extend, modify or in any way change the provisions of this Labor Contract or to consider any claim not raised during the grievance procedure or to impose or fashion any remedy inconsistent with or specifically prohibited by this Contract or any remedy not sought by the grievant/aggrieved party or Union during the grievance procedure. Further, the arbitrator may apply (not interpret) federal and state laws, and regulations and requirements that may be imposed by regulatory agencies having jurisdiction over the Company.

The parties shall not be precluded from raising at arbitration any claim or seeking any remedy not previously discussed during the grievance procedure. However, in such cases, the arbitrator shall remand the matter to the final step of the grievance procedure for consideration and determination of such claim/remedy in accordance with this Article before the grievance may proceed to arbitration on such claim/remedy. In such cases, the party raising the new claim/remedy shall pay the arbitrator's fee for that day and, unless the grievance is resolved on remand, the arbitration shall resume at a time mutually convenient to the parties but in no case sooner than one (1) week following the remand.

(b) In a job evaluation case, the arbitrator shall apply the "total compensation" standard in the local market (DC, MD, VA) as established in Article 9 of this Contract (wages + value of benefits = total compensation). Further, the arbitrator shall

judge whether the Company reasonably assigned a wage rate under the "total compensation" standard that comports with market standards for a job with comparable skills. The arbitrator may award only a wage grade and rate step as set forth in the wage rate schedule which appears in Annex W to this Contract. The arbitrator may not consider any market wage or benefit data at arbitration that was not presented to the Company by the Union or by the Company to the Union at the grievance meeting (see Article 9, Section 4).

(c) Performance Appraisal Grievances. Employees shall have the right to redress any grievances regarding their annual performance appraisals. Within five (5) days after the employee receives their written appraisal, the employee may grieve the appraisal by giving a written explanation of his/her grievance or disagreement with the appraisal on the appraisal form, stating in plain language the specific basis for such grievance and returning the appraisal form to his/her supervisor. If there is insufficient space on the appraisal form for the employee's use, the employee may use a blank sheet of paper upon which to fully state his/her grievance and add such paper(s) to the performance appraisal form. The supervisor shall send a copy of the appraisal containing the grievance to Labor Relations and to the Union office. Within fifteen (15) days after the employee grieves the appraisal, the employee shall meet with the manager of the employee's department or the department director's designee to discuss and, if possible, resolve the grievance. If the grievance is not resolved at this meeting (or within one (1) week of that meeting), the employee may, within thirty (30) days after receiving the answer of the employee's manager or the appropriate designee, meet with the appropriate director or their designee to discuss and, if possible, resolve the grievance. If the grievance is not resolved at this meeting (or within one (1) week of that meeting) the matter shall be considered closed. There shall be no further recourse to the procedures for adjusting controversies and there shall be no arbitration of such grievance, unless the union contends that the overall rating for the appraisal has no basis in fact.

(d) The decision of the arbitrator shall be final and binding upon both parties and the employees involved. The parties acknowledge that either or both parties may seek review of the arbitrator's decision in court and may pursue all available remedies in such forum, including attorneys' fees and court costs.

ARTICLE 19

Matters/Issues Not Subject to Grievance or Arbitration

During the life of this Agreement, or at the time of renewal or extension of this Agreement, basic wage rates, the normal workday and the normal workweek are not matters to be dealt with as grievances or complaints under Article 18, Procedure for Adjusting Controversies, and are not subject to arbitration.

ARTICLE 20

Amendments, Waivers and Government Regulations

1. **Amendments.** This Contract may be amended at any time. Any amendment (or other mid-term side agreement) hereto shall be in writing and shall be signed and dated by the Chief Executive Officer of the Company or his designee and by the President of the Union. Such amendment (or mid-term side agreement) shall become

a part of this Contract and shall be effective as of the date of said amendment or side agreement for the remainder of the term hereof. Refusal by either party to agree to any amendment (or mid-term side agreement) proposed by the other party shall not constitute a grievance subject to the Article 18 Procedure for Adjusting Controversies. No amendment or mid-term side agreement shall be valid or enforceable unless it is written, signed and dated as required herein.

2. **Waivers.** The waiver of any breach of any provision of this Contract by either party shall not constitute a precedent for any future enforcement or waiver of a similar or other breach of such provision.

3. **Government Regulations.** All provisions of this Contract are subject to laws now or hereafter in effect and to the lawful regulations, rulings, and orders of regulatory commissions having jurisdiction, and this Contract shall be modified to conform to such mandatory laws, regulations, rulings and orders.

ARTICLE 21

Safety

1. The Company agrees that the safety of its employees is a matter of paramount importance to the Company and the Union.

2. Supervisors of the Company shall have the responsibility to see that the work of the employees is performed in a safe manner. In addition to implementing Company safety policies, supervisors and the Company will take such other appropriate actions which in their judgment is necessary to prevent injury or accident to employees or others. The Union and management agrees that the employees have an individual responsibility for working safely and for encouraging/assisting fellow employees to work safely.

3. The Company and the Union agree to continue to cooperate in the best interest of the safety of all employees.

The Company and the Union agree to utilize collective "Station/Plant Safety Committees" as the standing organizational forum to achieve the desired safety engagement of Union and Management personnel. The Station/Plant Safety Committees shall meet jointly every Quarter to discuss safety related problems or concerns.

The Company and the Union further agree to continue Union-Management executive engagement on Safety through the Union Executive Board's regularly scheduled meetings with management representatives. Those representatives will include in their regularly scheduled meetings "Safety" as a standing agenda item.

When the Union Safety Committee or any member thereof, discovers what it believes to be an unsafe working condition, it shall immediately notify the Manager, Safety, of such condition and of its intention to investigate same. At the conclusion of such investigation, the Union Safety Committee shall immediately share the results of the investigation, including a copy of any report it has prepared, with the Manager of Safety.

4. At the request of the Committee, the Company will furnish the Committee with the names and composition of substances used by it in its operations.

5. Any grievance that may arise concerning any matter that is considered by the Union to be injurious to the health or safety of an employee will be presented in writing to the Manager of Safety, within three (3) work days after the cause of the grievance is alleged or known to have taken place. The Company and the Union agree to make every effort to effect a satisfactory settlement of such a grievance as soon as possible.

Step 1 - Within three (3) workdays of receipt of the written grievance, the Manager, Safety or his/her designee shall meet with the Chairman of the Union Safety Committee or his/her designee to discuss the grievance. Within three (3) workdays after such meeting, the Manager, Safety or his/her designee shall give the Chairman of the Union Safety Committee or his/her designee a written answer explaining his or her decision.

Step 2 - If the answer does not resolve the grievance, the Union shall immediately deliver the written grievance to the Manager, Labor Relations. The Manager, Labor Relations shall meet, within five (5) workdays after receipt of the written grievance, with the Chairman of the Union Safety Committee to discuss the grievance. Within five (5) workdays of that meeting, the Manager, Labor Relations shall give the Chairman of the Union Safety Committee a written answer explaining his/her decision. If the grievance is not resolved, the Union may take the matter to arbitration in accordance with the requirements of Article 18 of this Contract.

ARTICLE 22 Employee Benefits

Benefit levels under the Company's Employees' Pension Plan, group insurance, sickness disability and flexible benefits plans in effect as of the date of ratification of this Contract, shall continue in effect during the term of this Contract. However, if the Company needs to make any changes to health or welfare benefits to bring these benefits in line with industry benchmarks, changes may be made after notifying the Union, as long as the resulting benefit levels are at least as favorable as the benefits available to Company management employees. It is understood that the plan design changes will phase in no sooner than what was presented by the Director of Benefits in his presentation to the Negotiating Committee.

The Company shall have the right to make procedural and administrative changes to these plans that the Company deems necessary to ensure compliance with applicable laws. Each such procedural or administrative change shall be communicated to the Union at least seven (7) days before the effective date of the change.

All contributions, payments and credits for benefits elected by each plan participant under the Flexible Benefits Plan will be subject to adjustment each plan year and shall continue to be paid by each such participant. All deductibles, co-payments, and other out-of-the-pocket expenses under the group insurance plans will continue to be paid by each plan participant in accordance with the plan provisions.

Each part-time employee working at least 30 hours per week shall be eligible for medical coverage pursuant to the Affordable Care Act (ACA).

The Company agrees to recognize a Union Pension Committee consisting of not more than five (5) members of the Union. The Company will meet with such Pension Committee at mutually convenient times for the purpose of informing and explaining to such Committee the operation of the Employees' Pension Plan.

ARTICLE 23

Outside Contract Work

It is recognized that the Company has the right to have work done by outside contractors. However, work performed, as of the effective date of this Agreement, by employees covered by the Agreement, will not be contracted out if it will result in the layoff of full-time employees who normally perform such work. Further, the Company will not exercise its right under this Contract to discontinue any business unit while any contractor is engaged in work normally performed by employees in such business unit. The Company will continue to extend to the Union the courtesy of advance notification of "insourcing" or outsourcing opportunities.

ARTICLE 24

Special Allowances/Reimbursements

1. **Meal Allowance:** Employees who are required to work ten (10) or more consecutive hours, not including meal periods, shall receive a meal allowance of \$16.00 and employees who are required to work fourteen (14) or more consecutive hours, not including meal periods, shall receive a second meal allowance of \$16.00 except in such cases in which a meal is furnished by the Company. Time spent eating shall not be counted as time worked. For employees working a 4-days-a-week, 10-hours-a-day schedule, the meal allowance and second meal allowance as stated above will be paid after the employees work 12 and 16 consecutive hours respectively.

2. **Mileage Allowance:** (a) An employee authorized by his/her Director to use a personal automobile on Company business will be reimbursed at the current rate prescribed by the Internal Revenue Service. (b) **Home to Work on a Special Assignment in Another City:** When an employee who regularly works at a fixed location in one city is given a special assignment in another city and returns home the same day, the mileage traveling to and returning from the other city is reimbursable, except that the Company is not required to reimburse the employee for the mileage the employee would normally have incurred commuting to the regular work site.

3. **Footgear Allowance:** Starting in their first pay period in February, 2022 employees shall receive a foot gear allowance each year of the contract in the amount of \$230.00. All footgear must be ANSI rated.

4. **Prescription Safety Glasses:** (a) Employees who wear prescription eyeglasses and who are required by Company safety standards to wear safety glasses may obtain such glasses and the company will reimburse the employee up to \$300 per

year. (b) Free Air: The Company will reimburse fully for prescription insert glasses for Level 1 PPE Demand Tight Fitting Masks. Safety glasses must be ANSI rated.

5. **Cellular Phones:** If the Company issues a cellular phone to an employee for business purposes, the Company will pay the access fee and Company-related usage charges.

6. **Additional Cost of Insurance:** Upon written notice from the Company, employees who use personal cars on Company business are required to obtain, in the sole discretion of the Company, suitable coverage that allows business usage and covers the risks of use of the personal vehicle for Company business. Employees will be reimbursed for any additional cost of insurance caused by the business use of their vehicle. The Company and Union agree that the Company is authorized to monitor insurance coverage and any employee that uses a personal vehicle for Company business will, upon request, provide proof of insurance coverage to the Company. Proof of insurance coverage is required prior to any reimbursement. Failure to maintain suitable insurance coverage may lead to disciplinary action up to and including discharge.

7. The Company will provide the following service to any employee whose vehicle may require same. Any of the following services will be performed only on employee vehicles located on the parking lot of a Washington Gas facility and only by Washington Gas transportation fleet management department personnel when they are available to provide such service.

- Batteries - "jump starts" only;
- Under-Inflated Tires – adding air, to manufacturers specifications, to an under-inflated tire(s);
- Flat Tires – replacing a flat tire/rim with a spare tire/rim if the employee's vehicle has a suitable mounted spare tire available;
- Frozen locks and keys locked in car - thawing locks and/or opening door when employee is locked out and only when such service can be provided without damage to employee's vehicle.

No road calls or service will be provided under any circumstances.

8. At management's discretion, in determining business need, a one-time incentive bonus in the amount of \$200.00 will be paid to employees in the Senior Vehicle Technician, Vehicle Technician and Lube Technician positions that successfully obtain their CNG Fuel System Inspector (FSI) Certification as required. A copy of the employee's valid CNG FSI Certification (new or renewal) must be presented before payment will be made. The bonus will be paid in the employee's paycheck.

ARTICLE 25 Funeral Leave

The Company may require the employee to produce appropriate documentation of the death and the date and place of funeral services when the employee takes funeral leave after having been denied PTO/A for the same time period. Documentation also may be required if the employee has exhausted or will exhaust all their PTO time.

ARTICLE 26
Duration, Reopening and Renewal

This Contract shall remain in full force and effect until the 1st day of June 2026 and thereafter from year to year. The Company and the Union shall have the right as of the 1st day of June of 2026 or the first day of June of any year after 2026 to cancel this Contract in whole or to request modification of specific provisions, or the insertion of additional provisions, providing such right is exercised by serving appropriate notice in writing upon the appropriate party not later than the 1st day of April of such year. In the event that either party shall request, by such written notice, the modification of any Article or any part of any Article of this Contract, or the inclusion of any additional provisions, only the related Articles or parts of Articles of this Contract shall be affected and the unrelated Articles and/or parts of Articles shall continue in full force and effect.

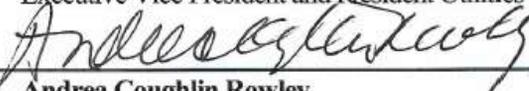
ARTICLE 27
Identity of Parties and Complete Agreement
(Zipper Clause)

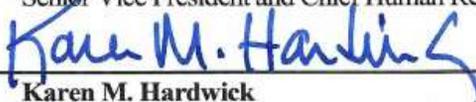
It is agreed that in the negotiations leading to the execution of this Contract, each party had full opportunity to propose, present, and discuss all matters concerning relationships between the Company, its employees in the agreed classifications and jobs covered by this Contract, and the Union. Neither party is obligated to bargain collectively on behalf of such employees, with respect to any matter not covered by this Contract, for the life thereof, except as may be specifically permitted by any reopening clause. It is agreed and understood that all side agreements ever reached by and between the parties hereto regarding wages, hours, working conditions or other mandatory subjects of bargaining and all past practices or past shop practices that have evolved over time between the parties are, unless included herein or incorporated by reference herein in Annex ZC, jointly repudiated and are hereby rendered null and void.

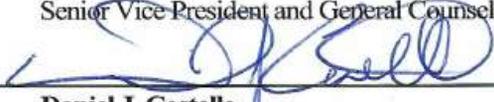
In Witness Whereof, the parties hereto have caused this Contract to be signed by their duly authorized officers and representatives the day and year first above written.

WASHINGTON GAS LIGHT COMPANY

By:  **Donald M. Jenkins** 16 Aug 2021
Executive Vice President and President Utilities and President Washington Gas
Date

By:  **Andrea Coughlin Rowley** 8-16-21
Senior Vice President and Chief Human Resources Officer (CHRO)
Date

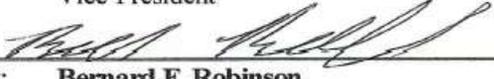
By:  **Karen M. Hardwick** 8/18/21
Senior Vice President and General Counsel
Date

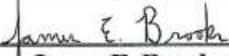
By:  **Daniel J. Costello** 8/26/21
Senior Director, Employee and Labor Relations
Date

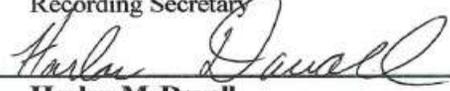
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 96

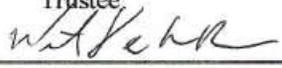
By:  **Wilder C. Reed** 8-17-21
President
Date

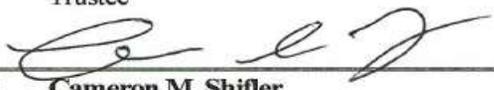
By:  **Jaun-Taum B. Bowers** 8/17/21
Vice-President
Date

By:  **Bernard F. Robinson** 8/17/21
Secretary and Treasurer
Date

By:  **James E. Brooks** 8/17/21
Recording Secretary
Date

By:  **Harlan M. Davall** 8/17/21
Trustee
Date

By:  **Wilson Delarosa** 8/17/21
Trustee
Date

By:  **Cameron M. Shifler** 8-17-21
Trustee
Date

ANNEX B
Union Checkoff Authorization



APPLICATION AND NOTICE
For Membership in Local Union No. 96
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union 96, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
 Street _____ Phone _____
 City _____ State _____ Zip Code _____
 Employer Washington Gas Light Company Employment Date _____
 Street 6801 Industrial Road Phone N/A
 City Springfield State Virginia Zip Code 22151
 Initiation Fee \$ \$50.00 Paid to Teamsters Local Union #96
 Date of Birth _____ Social Security No. _____
 Have you ever been a member of a Teamster Local Union? _____
 If yes, what Local Union No. _____

DATE OF APPLICATION _____ SIGNATURE OF APPLICANT _____
Write Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____ hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union 96 and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____ Date _____
 Social Security Number _____
 Address _____
 City _____ State _____ Zip Code _____
 Employer Washington Gas Light Company

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.
White Copy to Local Union Yellow Copy to Company Pink Copy to Applicant

ANNEX D
Washington Gas "Zero Tolerance"
Drug and Alcohol Testing Standard

This "Zero Tolerance" Drug and Alcohol standard is applicable to ALL employees.

Testing during Probationary Period for New Employees:

All probationary employees are subject to unannounced drug testing during the probationary period. Failure of any drug or alcohol test administered during the probationary period under Department of Transportation (DOT) regulations, Company policy or this Annex shall result in immediate discharge of the probationary employee. A refusal by the employee to submit to the test or failure to submit a urine or breath specimen without valid medical justification, as determined by the Company and/or its agent(s), shall be considered a failure.

Neither the employee nor the Union shall have any recourse to the grievance or arbitration process following any discharge.

Drug and/or Alcohol Failures Generally – Non-Probationary Employees:

Failure by any non-probationary employee of any drug or alcohol test administered pursuant to either Department of Transportation (DOT) regulations or Company policy shall result in immediate discharge. In the event the Company is notified by the Company's Medical Review Officer that a non-probationary employee has failed any random, pre-employment/pre-assignment, follow-up, post-accident, reasonable cause or return to duty drug test, such employee will be discharged. A refusal to submit to the test or failure to submit a urine specimen without valid medical justification, as determined by the Company and/or its agent(s), shall be considered a failure.

In the event that the Company is notified an employee has provided a random, follow-up, post-accident, reasonable cause, or return to duty drug or breath alcohol test result, on confirmation with a breath alcohol concentration (BrAC) greater than .02%, the employee will be discharged. A refusal to test or failure to provide adequate breath sample to accomplish testing without valid medical justification, as determined by the Company and/or its agent(s), shall be considered a failure.

Re-employment Considerations:

A former employee, who wishes to be considered for re-employment, must successfully complete an appropriate course of rehabilitation.

The former employee must provide the Company's Employee Assistance Program (EAP) Substance Abuse Professional (SAP) authorization to obtain information from the rehabilitation provider required to determine the appropriateness of and compliance with rehabilitation. Upon authorization by the former employee to the SAP, the SAP will notify the Company if the former employee is eligible for reconsideration and the types and frequency of testing required under law should they regain employment.

An employee satisfying the above requirement will be eligible for re-employment consideration for available positions (both externally advertised and posted internally) based on their previous employment record with Washington Gas, exclusive of their drug and/or alcohol failure, subject to all pre-employment background and pre-employment physical requirements.

Any employee who is selected and returns to employment will be subject to unannounced drug and alcohol testing for up to five (5) years from the date of their re-employment with Washington Gas in addition to other drug and/or alcohol testing required by law or Company policy.

Any employee who is selected for rehiring and returns to employment at the Company will be subject to unannounced drug and/or alcohol testing for up to five (5) years from the date of their re-employment with Washington Gas in addition to other drug and/or alcohol testing required by law or Company policy. These tests, including "Return to Duty" test, as defined by the Department of Transportation (DOT), will be directly observed. Failure of any drug or alcohol test administered during the five (5)-year period under Department of Transportation (DOT) regulations, Company policy or this Annex shall result in immediate discharge of the employee. A refusal by the employee to submit to the test or failure to submit a urine or breath specimen without valid medical justification, as determined by the Company and/or its agent(s), shall be considered a failure.

Employee Self-Identification:

Employees are encouraged to voluntarily seek assistance with drug and/or alcohol problems before a violation of the Washington Gas and DOT "Zero Tolerance" Drug and Alcohol Testing Policy (Policy #1003) occurs. When an employee voluntarily reports a drug and/or alcohol problem ("self-identification"), the employee will be referred to the Washington Gas Employee Assistance Program for evaluation and a treatment plan. The self-identified employee will be placed on PTO/PTOA leave and eligible for FMLA and/or STD benefits and the employee should contact Metlife (Absence Management vendor) to open a claim.

Rehabilitation and/or treatment shall be the employee's responsibility and, unless covered under a medical insurance plan, shall be at the employee's expense. When an employee is self-identified, the employee's position will be held for the period of the prescribed treatment up to a maximum of ninety (90) calendar days, or as recommended by the SAP from the date of self-identification or commencement of treatment, whichever is earlier. During this 90 -day period, the self-identified employee must commence and complete all treatment prescribed by the Company's Employee Assistance Program Substance Abuse Professional (SAP).

Return to duty must be authorized by the SAP as required by law and under Company policy. To insure fitness for duty, the returning employee must complete any return to duty testing required by the Company's Medical Review Officer (MRO) or SAP, including drug and alcohol tests.

Upon return to duty, a self-identified employee will be subject to unannounced drug and alcohol testing for up to five (5) years from the date of the employee's return to duty in addition to all other drug and/or alcohol testing required by law or Company policy. Failure of any drug or alcohol test administered during the five (5) year-period under Department of Transportation (DOT) regulations, Company policy or this Annex shall result in immediate discharge of the employee. A refusal by the employee to submit to the test or failure to submit a urine or breath specimen without valid medical justification, as determined by the Company and/or its agent(s), shall be considered a failure.

In the event that the Company is notified by the SAP at any time following commencement of treatment that a self-identified employee has failed to successfully complete a prescribed treatment plan, regardless of whether the employee has been returned to duty, and that the employee is not fit for duty, the employee will be discharged.

If a self-identified employee is not cleared within 90 days or extended by the SAP from the date of self- identification or commencement of treatment, whichever is earliest, the employee will be discharged.

ANNEX DA Disciplinary Action Guidelines

The actual step (level of action) taken depends on the nature of the current incident as well as the employee's prior record. One or more steps may be skipped depending on the seriousness of the offense or violation. The Company encourages its supervisors to continue to discuss directly with employees any matters relating to their performance as such matters occur. There shall be a single disciplinary track for all misconduct, infractions, violations of rules, policies, procedures, etc., including vehicle infractions (moving [including camera-enforced speeding and red light violations] and parking violations).

Employees must timely notify the Company of any traffic or parking tickets the employee receives in connection with operating or parking a Company vehicle. Employees shall be personally responsible for timely payment of traffic and parking fines incurred in the operation of a Company vehicle. Upon the Company's notification to the employee and Union, it is the responsibility of the employee to follow the instructions on the traffic citation to either pay the fine or notify the court of their intent to contest the traffic citation and secure a court date. If the Company is required to pay a fine for a traffic or parking violation, the Company will identify the driver of the vehicle in question and will deduct the amount of such fine from that employee's next pay check(s) with the employee's written authorization. Reimbursement is due within thirty (30) days after the Company notifies the employee. Any employee who fails to pay a fine by the due date or refuses to provide written authorization will be disciplined. Discipline will be rescinded upon payment of the fine and/or reimbursement to the Company. No disciplinary action shall be taken against employees who timely pay fines for traffic citations not resulting in property damage or personal injury incidents unless such violation(s) result in loss or suspension of privilege to drive a Company vehicle.

Employees who do not self identify loss of license:

Employees must notify the company in writing (paperwork provided by the department of motor vehicles) at the beginning of the first day returning to work of the loss of a driver's license and/or driving privileges. Those who do are subject to the existing WG Vehicle Operation and Driver License Policy (#1106).

Any employee who fails to self identify loss of his or her driver's license will receive discipline at a level two steps above their current step (skip one step). The employee may not return to work until they can produce documentation confirming the restoration of their license and/or driving privilege. The employee will remain suspended until a valid driver's permit is restored but for no more than 60 days. At the end of the 60-day period the employee will be terminated unless they have provided valid documentation of their driving privilege being restored.

Any employee terminated for loss of license can be reinstated at the sole discretion of the company provided the employee can confirm through documentation that they are in possession of a valid driver's license issued in the jurisdiction they live no later than 12

months after the termination date and where a qualified position is available. Employees who are unable to reinstate their driving license within the 12-month period, but subsequently obtain a valid driver's license, may re-apply for any open position, and if selected, may be rehired. Rehired employees will be treated as new employees, but **may** be entitled to bridge their years of service.

With respect to the level of discipline, the company will entertain reasonable "exceptions" for loss of license that are proven by the employee to have occurred without the employee's knowledge. The company, however, will not allow for an "exception" for and not limited to: nonpayment of tickets, failures to appear in court and/or situations where the employee failed to update the court/jurisdiction of a change/update in the license holder's address.

Disciplinary Action Guidelines

1st Step -: Written Reprimand

2nd Step -: Written reprimand and 2 days suspension

3rd Step -: Written reprimand and 5 days suspension

4th Step -: Disciplinary Final Warning of Discharge and 10 days suspension

5th Step -: Discharge

Guidelines for Progressive Disciplinary Action (since last action)

Infraction occurring under Step 1 remains on record for 12 months

Infraction occurring under Step 2 remains on record for 12 months

Infraction occurring under Step 3 remains on record for 27 months

Infraction occurring under Step 4 remains on record for 39 months

For an employee currently on a step of discipline, every 12 months that the employee does not incur an additional step of discipline, while actively performing work at or for Washington Gas or on workers' compensation, their current disciplinary step will drop by one step.

Driving Infraction Point System

Employees may be subjected to progressive discipline for violating Company policies and procedures related to safe driving, including violations supported by traffic citations, DriveCam or similar technology, GPS or similar technology, photo citations, or other similar means. Progressive discipline will be enacted when an employee exceeds the determined number of points related to driving violations and/or citations by the chart and verbiage below. Employees who total more than 5 points (and in 3 point increments thereafter) will be subject to progressive discipline. These point values may only be removed as follows: minus 3 points per every year of safe driving, not to exceed minus 9 while actively performing work at or for the Company or on workers' compensation or

after two (2) consecutive years without an avoidable vehicle accident or traffic violation all accumulated points will be removed.

Driving Violation	Point Value
*Avoidable Backing/Following too Close Accidents (Points may be applicable to passenger, for example, when they are shown to be a distraction or did not aid in backing) (only when determined by Safety Dept. to have caused an avoidable accident)	1
Actual Occupant Smoking	2
Handling Electronic Devices (ear piece wearing, cell phone use, Bluetooth, or any other device and use as defined in the Electronic Device Usage Policy)	6
Failure to yield intersection right of way	2
Actual Unbelted Individual	2
Rolling Stop or Rolling / Run Red Light and/or Stop Sign (11mph or more)	3
Aggressive/Reckless Driving (Includes speeding in excess of 20 mph over the speed limit that may be captured by 'Drive Cam' GPS like technology)	7
Passing a Loading/Unloading School Bus (if red lights flashing early enough for driver to stop safely = 10 points)	10

A single driving incident involving multiple driving violations will result in point assessments for each violation in the table above.

For any violation/ticket issued to a company driver not covered on this list, points to be applied will be no greater than the average of the points that would be assessed for the same violation in the Company's franchise jurisdictions of DC, MD, and VA. Thereafter the Company will treat all similar subsequent violations consistently.

Employees who are assessed points that do not result in formal disciplinary action under Annex DA are limited to the informal grievance process set forth under Article 18 of this contract. Supervisors shall have five (5) work days to schedule and hear an informal grievance upon written request/notification from the Union.

The Company shall conduct and conclude all investigations of employee accidents, injuries, and drive cam related events within forty-five (45) days of the date the Company is notified and/or employee reports such accident/injury, provided however, that such time may be extended when the employee in question is off sick due to such accident/injury or is otherwise unavailable. In such cases, the 45-day period shall be extended by the number of days the employee was off sick/unavailable. In the event the Company fails to complete its investigation in a timely fashion, the injury/accident in question shall be considered "unavoidable" for purposes of this Annex.

Note: In cases where an employee is on a Disciplinary Final Warning of Discharge, the circumstances of the present offense/violation may result in a discharge regardless of how long ago the Disciplinary Final Warning of Discharge was given.

However, an employee may have such Disciplinary Final Warning of Discharge purged from his/her disciplinary record if he/she receives no discipline for sixty (60) months from the date the Disciplinary Final Warning of Discharge was imposed (or restated).

When any discipline is imposed, the written warning form will be initialed by the employee concerned as well as by a representative of the Union, prior to the discipline being placed in the employee's personnel file.

In the event the employee or the Union representative refuses to initial the discipline form, such refusal will be noted on the discipline form and the notation shall be initialed by the Union and/or management representative(s) before the form is placed in the employee's file. A copy of the disciplinary form will be supplied to the Union at the time the discipline is placed in the employee's file. The personnel files maintained by the Human Resources Department will be the official Company files.

ANNEX EF

Emergency Flexibility

In the event of a catastrophic incident affecting Company operations at one or more Washington Gas facilities, the Company may declare an operating emergency. In order to ensure the continuity of its operations and service to its customers, the Company, through authorized management personnel, may:

- Direct employees to report to another Company facility, including the Frederick and/or Shenandoah locations, or to other site(s) as the Company may determine;
- Provide as much notice as possible under the circumstances to employees of any change in reporting locations or schedules to be worked. However, the "change of schedule," "emergency work," shift selection and "normal workday/workweek" provisions of this Labor Contract shall be suspended for the duration of the operating emergency.
- Cancel all scheduled and unscheduled leave, PTO/vacation, leaves of absence and/or personal time off unless such leave or time off is for medical purposes. The Company reserves the right to require appropriate medical documentation. The Company shall have the option to pay an employee the amount of any non-refundable deposit the employee has made in connection with a scheduled PTO/vacation or allow such employee to take the scheduled PTO/vacation.
- Suspend the Procedure for Adjusting Controversies. The Company and the Union agree that any grievances that may arise out of or during the emergency period shall not be filed during such emergency period but may, instead, be filed within thirty (30) days after the emergency is declared to be over by the Company, provided, however, that any discharge grievance shall be filed and heard as expeditiously as possible.
- Declare the emergency period to be over at such time as it is able to resume normal operations. For the duration of such emergency, the parties agree that employees may be required to:
- Perform work outside their regular job classification, including work normally performed by management or by employees in another bargaining unit (provided they are qualified to do such work and/or they are performing work under the supervision of another qualified person). Work together with employees in management or employees from other bargaining unit(s) and such other persons as the Company may determine.
- The Company will communicate to the Union President and Executive Board regarding the nature, extent and anticipated duration, if known, of any emergency resulting in the implementation of the provisions of this Annex.

- For the duration of such emergency, the Company and the Union agree that the TT upgrade provisions of this contract shall be observed and that the Company will reimburse affected employees for incremental mileage and reasonable lodging expenses. The Company will pay double time to all Company employees called out from home or who are required to work an extended day during any emergency declared under this Annex.

For purposes of this Annex, "catastrophic incident" shall mean any incident resulting in cessation or significant interruption of operations at one or more Company facilities or an incident resulting in the activation of "mutual aid".

ANNEX FT
(4 Day – 10 Hour Work Schedule)

The Company and the Union agree that the following terms and conditions shall be applied and followed for the 4 day – 10 hour work schedule.

1. **PTO/Illness** – If PTO/Illness day occurs on the first day of the scheduled workweek, that week will be converted to a 5 day - 8 hour schedule. Otherwise, each day of PTO/Illness taken will be recorded as 10 hours of PTO/Illness.
2. **PTO/Vacation** – Each day of PTO/vacation shall count as 10 hours of PTO/vacation taken.
3. **Holidays** –Each week in which a holiday occurs will be converted to a 5 day - 8 hour schedule.
4. **Jury duty** – Any week in which jury duty occurs will be converted to a 5 day - 8 hour week. Employees must timely notify their immediate supervisor of jury service dates for scheduling purposes.
5. **PTO/Funeral Leave** – Each day of PTO/funeral leave will count as 10 hours of PTO/funeral leave, in accordance with the PTO schedule of available hours. See Article 10.
6. **Meal Allowance** – Will be granted after working 12 and 16 hours in the same day (instead of 10 hours).

ANNEX LA
Layoff Allowance

Employees who have been with the Company for six (6) months or more shall receive a layoff allowance according to the following table:

<u>Months of Service</u>	<u>Number of Days Pay</u>
6 to 12 months	10 days
13 to 24 months	12 days
25 to 36 months	15 days
37 to 48 months	18 days
49 to 60 months	20 days
61 to 72 months	25 days
73 to 84 months	30 days
85 to 96 months	35 days
97 to 108 months	40 days
109 or greater than	45 days

If an employee is recalled from layoff in a shorter time period than that paid in this allowance, the Company shall recover the difference if the employee accepts the Company's recall from layoff.

The Company shall pay COBRA premiums for six (6) months for each employee laid off who elects COBRA coverage. Each such employee will be notified of his/her COBRA rights and must elect COBRA coverage before such COBRA payments will be made.

ANNEX PR
Personal Responsibility Policy for Company Equipment, Materials, etc.

All employees have a duty to protect and preserve Company equipment, materials, uniforms, tools, vehicles and other Company property. In the event it is determined that, through an employee's failure to exercise ordinary care, such Company property is lost, destroyed or damaged (other than normal wear and tear), such employee shall be subject to discipline, up to and including discharge.

If, within thirty (30) days of the imposition of such discipline, the employee pays the Company the full replacement/repair cost for such lost, destroyed or damaged property, the discipline associated with the loss, destruction or damage of such property shall be mitigated or, if the employee has no current disciplinary action record, rescinded and any reference thereto in the employee's personnel file will be adjusted accordingly. The repair or replacement costs for any such property shall in every case be determined by the Company. This policy shall not apply to theft by any employee of Company property and shall not affect the progressive discipline guidelines (Annex DA) contained in the Contract except as specifically noted herein. This paragraph excludes vehicle damage as a result of vehicle accidents.

ANNEX ABP

The eligibility criteria for any "ABP" payment made per Article 9, Section 1(b) are as follows:

ABP payouts will be applied as follows:

1. Success-rated Local 96 employees will receive a lump sum payment based on a percentage of pay.
2. Exceed Success-rated Local 96 employees will receive a lump sum payment calculated at 1.5x the Local 96 Success rate.
3. Return on Equity (ABP) determinations are based on the calendar year; January 1 through December 31.
4. Individual payments will be pro-rated based on full and partial months of service during the fiscal year except as follows:
 - a. Employees who resigned at any time before payment are not eligible for any payment;
 - b. Part-time employees' base salary will be adjusted to reflect their part-time schedule, i.e., 20 hour schedule = $\frac{1}{2}$ x base salary; 30 hour schedule = $\frac{3}{4}$ x base salary;
 - c. Payments for employees who are deceased during the year will be made to their estates on a pro-rata basis;
 - d. Employees discharged at any time before payment are not eligible for payment.

ABP eligibility requirements are as follows:

1. Employees must work (REG time code) or be covered by PTO, PTOA (including 5 transition days to STD), or Military Leave for at least 8 of the 12 months of the performance evaluation year to be eligible for ABP payment.
2. Employees must have at least a performance rating of Success for the performance evaluation year.
3. Employee must not have a second step or higher discipline occurrence in the performance evaluation year.
4. Employee must have \leq 56 hours of PTOA/ILL during the performance evaluation year.

ANNEX STBY Standby

Scope of the Program:

This program is designed to provide after hour coverage for gas emergencies only in Field Operations and for situations/emergencies at all facilities operated and maintained by Gas Supply Operations (GSO).

General Provisions:

1. Participation in this program requires that the participant be fully qualified to perform the full range of duties as required by his/her operating department (i.e. Field Operations or GSO). Employees must remain fit for duty at all times when on Stand-By and must respond without any unreasonable delay to emergency calls. Failure to comply with this requirement will be subject to discipline, up to and including discharge.
2. The initial assignment of employees to this program shall be made by selecting senior, qualified volunteers by station/area, then drafting by reverse order of seniority. Each station supervisor reserves the right to determine the number of employees it needs each week for Stand-By and may adjust the required manpower accordingly. If, after a request for volunteers, it is determined that participation by all qualified employees will be required to staff the Standby program, the Company may create Standby teams and a rotation schedule. This is an acceptable option to drafting in reverse order of seniority. Upon completion of the rotation schedule, qualified employees may swap or trade Standby assignments. Supervisor notification and approval of such swaps/trades is required. Standby staffing levels must be maintained.
3. In order to meet appropriate response times, the Company may assign employees to routes/areas that are geographically close to their home. However, the Company may also assign employees outside of the Company's service area if that employee is deemed to be close enough to respond effectively to emergency calls.
4. Must have a permanent Company take-home vehicle or assigned a Company vehicle when on Stand-By. If Standby responsibilities cover a limited number of facilities and do not require the employee to carry tools, equipment or supplies, then mileage associated with each callout incident may be paid in lieu of providing a company take-home vehicle.
5. Unless there is an emergency pending (outage, leak, or broken line or other critical operational issue), persons on Standby will not be required to work an "extended day" and will be provided a one-hour break between the end of their shift and any call to respond to an emergency under this Annex. The one-hour break shall begin immediately upon the end of the employee's regular shift.

Scheduling

Scheduling will be established on a "weekly rotation" basis with the number of employees on each rotation and the number of rotations needed determined by each department for each station/area. The responsible Manager may permit early withdrawal under special circumstances.

Rotations will be staffed on a volunteer basis. Drafting in reverse order of seniority will be used to fill the remaining spots on a rotation. An employee may volunteer for more than one (1) week of a rotation term, however no employee may be assigned or volunteer for more than two (2) consecutive weeks in a row during the heating season unless approved by the responsible Manager. Current shift schedule, home location and other factors will be considered when assigning employees to a "weekly rotation".

Employees must be available for Stand-By for the entire week or duration of their assignment. It will be the responsibility of the employee on Stand-By to immediately notify their Supervisor, the Supervisor's designee, Operations Dispatch (for Operations employees), or Gas Control (for GSO employees) of any change in their availability status (i.e. family emergencies, illness, other unplanned absenteeism, etc.).

Employees must notify their Supervisor of a planned absence seven (7) calendar days in advance and the Supervisor will arrange for a substitution. If the seven-calendar days' notice is not given, the employee will be responsible for making arrangements with a qualified substitute.

Operating Procedures

Employees on this program must be available by pager, Company telephone (cell phone) and/or home telephone.

The Manager (or management representative on call), Operations Dispatch, (for field operations employees) and/or Gas Control (for GSO employees) has the discretion to approve short absences (up to 4 hours) in availability status without arranging for a substitute. The decision will be based on workload, weather, staffing, location, etc. (absences for the monthly union meetings should be given top priority to all E- Board members and Stewards).

All employees called out for work after his/her normal working hours will start their time upon leaving their house and will end upon returning home. Participants will be paid a minimum of 3 hours emergency work when called out.

The Company agrees that each employee on the program will be covered by Workers Compensation Insurance while on his/her rotation when responding to call out. Alcoholic beverages shall not be transported in the Company vehicle at any time under any circumstances. All vehicles must be kept parked and locked in a secure location at the participant's residence or at a location approved by the Company. The Company will fully insure the vehicle at all times.

Anytime a participant will be on PTO/vacation or otherwise be absent from work for five (5) days or more, he/she may be required to return the vehicle to his/her station before the start of such leave.

After normal working hours and upon returning, participants will be expected to have vehicles within a 20-mile radius of their home unless prior Company approval is obtained.

Participants shall not permit any non-Company personnel to operate the Company vehicle at any time. Only the number of passengers for which the vehicle has safety belts may ride in the vehicle. All occupants must wear safety belts at all times.

Scheduling for Below Ground System Operations Only

1. The logistics for On-Call Crews are as follows:
 - a. Crew Leaders, Crew Mechanics and Crew Assistants will go On-Call together as a group.
 - b. Crew Leaders, Crew Mechanics and Crew Assistants on standard will be required to pull On-Call.
 - c. On-Call Crews will be required to go On-Call from Monday 12:00AM to Sunday 11:59PM.
 - d. On-Call Schedule will be rotated with all standard crews from April to October.
 - e. On-Call Crews have priority to get off on time Friday during their On-Call week before the weekend begins, workload permitting.
 - f. After acknowledging an on-call assignment, all crew members must report within 120 minutes from acceptance. On-Call Crew members will be expected to answer the phone number on file from Monday 12:00AM to Sunday 11:59PM to report for On-Call duties, as needed.
 - g. On-Call Crew members are required to give possible estimated times of arrival (ETA) to the assigned station after answering the call from Dispatch when reporting for duty.
 - h. On-Call Roster will be scheduled from Crew Leaders on standard with the least amount of seniority.
 - i. On-Call Crew members need to be fit for duty during scheduled week of On-Call.
2. On-Call Crews will be compensated for on-call work as follows:
 - a. The Company will pay On-Call Crew members the rate of pay for Emergency Work, as defined in Article 7, Section 5 of the Labor Contract.
 - b. On-Call Crew members will be paid a minimum of 3 hours, the time of which will begin upon their badge-in upon arrival at the assigned station(s) and end upon the Crew Leader's call to Dispatch advising "out of service."
 - c. Employees will be reimbursed for mileage incurred for travel in their privately owned vehicles from their homes to their assigned station(s) and return from their assigned station(s) to their homes.

3. The criteria for requested schedule changes and On-Call eligible replacements are as follows:
 - a. An employee scheduled for On-Call is required to find a replacement equal to grade and position.
 - b. Employees may give up their On-Call by day or week, and they must give at least 72-hour notice prior to the day or week of their assigned On-Call Week for any coverage changes that need to be made.
 - c. Schedule change requests must be communicated to their direct Supervisor, Station Manager, and/or Scheduler.
 - d. On-Call crew members must fill out change of schedule form for all requested schedule changes.
 - e. Crew Leaders, Crew Mechanics and Crew Assistants assigned to a shift will not be eligible for On-Call.
 - f. Helper Mechanics are not eligible for On-Call duties.

Operating Procedures for Below Ground System Operations:

1. The scope and operation of the On-Call crews are as follows:
 - a. On-Call Crews may be called in at the discretion of the On-Call Supervisor and On-Call incident commander only.
 - b. On-Call Crews may not be called in to cover a shift. If a Crew Leader or Crew Mechanic/Assistant calls out of their assigned shift, Dispatch is required to go through the volunteer/Overtime list.
 - c. On-Call Crew may only be broken up if a Crew Mechanic on the On-Call group is needed to operate the Overhead Loader. On-Call Crew will still operate with a Crew Leader and Crew Assistant.
 - d. On-Call Crews from other stations may be called in to come to aid for another station at the discretion of the On-Call Supervisors and On-call Incident commander.
2. The following procedures apply to employees who do not answer or show when called:
 - a. Dispatch will attempt to call 3 times within a 15-minute time period. Each call will have a 5-minute interval between calls.
 - b. Failure to answer the phone number on record that has been provided to dispatch will result in the following process:
 - i. First occasion – coaching session
 - ii. Second occasion (after coaching session) – written reprimand
 - iii. Third occasion (after coaching session and written reprimand) – further progressive discipline, pursuant to Annex DA of the Labor Contract
 - c. Failure to show for a scheduled on-call assignment, after the employee confirmed the assignment, will result in progressive discipline, pursuant to Annex DA of the Labor Contract.

- d. If a crew member cannot take an on-call assignment due to an unplanned emergency, he/she will get one (1) excused day for the duration of the summer shift schedule that will not result in discipline.
3. Dispatch will be involved in the operation of On-Call Crews as follows:
 - a. Dispatch will request authorization from the On-Call Supervisor to request the On-Call Crew to come in.
 - b. Dispatch may only break up the On-Call Crew members to call in the Crew Mechanic of the On-Call Crew to operate the Overhead loader within their territory. This situation needs to be cleared in advance through the On-Call Supervisor.
 - c. Dispatch will maintain a formal spreadsheet for tracking purposes.
 - d. Dispatch will record all 3 call attempts within 5-minute intervals for each On-Call crew member, as described in Section 6. above, and record the time/date/phone number that was on file for the crew member.
 - e. Dispatch will record and track the 1 excused day (24-hour period) initiated from the first call that the On-Call member can use for emergency/personal purposes for the duration of the Summer shift schedule, as set forth in Section 5.c. above.
 - f. Dispatch will then notify the On-Call Supervisor of the no-answer situation and obtain permission from the On-Call Supervisor to go through the OT list, starting from the least amount of overtime, to find someone equal to position and grade.
 - g. Dispatch will update the On-Call Supervisor during this process.
 - h. Dispatch will document the process described above.

Maintenance For Company Vehicles:

The Company will pay all operating and maintenance costs for Company vehicles in this program. Each participant will be responsible for maintaining the cleanliness of each vehicle as well as reporting all vehicle problems or damage to the fleet management department in a timely manner. All participants when notified of vehicle maintenance need to report to Fleet management in a timely manner. Participants may elect to jump start a dead battery if conditions allow them to do so safely. The Company's towing/roadside assistance vendor is available 24/7 for assistance. Operations Dispatch and/or Gas Control is available to contact the On Call supervisor 24/7 for assistance.

Exclusions:

No "double trucks" will be used. No one on the 3pm-1 1pm or the 1 1pm-7am shift will be eligible. All employees shall be given the opportunity to withdraw from these assignments in order to qualify for this program.

Employees excused from night shift assignments, per Article 12 paragraph 4, will not be eligible for Stand- By unless prior Company approval by Director, or designee, is obtained.

Stand-By Allowance:

Stand-By assignments will be for a full 7-day week. Employees on Stand-By will be paid \$50.00 per day for Saturday, Sunday and Holidays. Weekdays will be paid at \$35.00 per day.

Employees working a four (4) day 10 hour work week will be paid \$35.00 per day of regularly scheduled work days and \$50.00 per day for the three days they would otherwise be off.

The period of coverage for the Stand-By week shall be start of shift on Monday through the following Monday start of shift.

Management reserves the right to alter standby assignment periods due to unforeseen conditions affecting service and/or delivery of gas on an as needed basis. All affected employees will be paid the same standby rates as full week standby employees for each day of the standby period.

GSO Plants STBY:

Employees will be paid a standby allowance of \$35.00 per day of regularly scheduled work days and \$50.00 per day for the days they would otherwise be off. The period of coverage for the Stand-By week shall be start of shift on Tuesday through the following Tuesday start of shift.

ANNEX THV
Take Home Vehicle Program (THVP)

Scope of the Program:

This program is designed to provide quality and timely service to our customers, improve efficiency and productivity, reduce operating expenses, and provide additional coverage for gas emergencies. These goals can be achieved while also providing a significant benefit to our employees.

General Provisions - Program Eligibility, Participation, Withdrawal

- Employees excused from night shift assignments, per Article 12 paragraph 4, will not be eligible for the Take Home Vehicle Program unless prior Company approval by Director, or designee, is obtained.
- Participation in the program requires that the THVP participant (hereafter "participant") be fully qualified to perform the full range of duties required by his/her operating department. Employees must remain fit for duty at all times when on Stand-By and must respond without any unreasonable delay to emergency calls. Failure to comply with this requirement will be subject to discipline, up to and including discharge.
- Must participate in Stand-By program. Participants must follow the posted annual Stand-by schedule. The assigned schedule can be modified using the schedule change form. If for any reason the participant cannot cover their assigned stand-by, it is the responsibility of the participant to have his/her assigned stand-by covered. If the assignment cannot be covered, the participant must work with their Supervisor or Manager.
- These items are in addition to Stand-By language.
- Participation will be on a voluntary basis and the Company will select one or more volunteers, in order of seniority, from each station/area the Company identifies for THVP coverage.
- After employees are selected to participate in the program, they are expected to remain in the program for a minimum of six (6) months upon notifying the Company at least two (2) weeks prior to the date of withdrawal, and completion of all required documentation. However, the Director in each operating area may permit earlier withdrawal under special circumstances. Each participant in the THVP will be given at least two (2) weeks' notice before cancellation of their participation.
- In order to achieve THVP goals, the Company will make every effort to assign employees to routes geographically close to their home.

- When the Company selects a volunteer from outside the station/area, the Company will select the volunteer that resides closest to the station/area and that also meets the grade requirements. If a volunteer becomes available in a coverage territory that has a participant from outside of the station/area, the Company may re-assign the station/area to the volunteer that resides in the station/area. Vehicle assignments will be at the sole discretion of the Company.
- Where the number of volunteers is insufficient in any station/area to provide the coverage the Company desires, the Company may select the most senior volunteer from a station/area close enough (in the Company's sole judgment) to provide effective coverage, or draft the least senior employee(s) residing in such station/area.
- In the event that a participant moves from his/her current residence, the employee may or may not retain, in the sole discretion of the Company, a take home vehicle. The participant must notify their immediate Supervisor of this residence change and update all THVP documentation to be allowed to continue in the THVP.
- Any proposed expansion, reduction or elimination of the THVP will be at the sole discretion of the Company. Both parties pledge to cooperate fully in such efforts and recognize that such program(s) can be mutually beneficial. The Company reserves the right to discontinue the THVP if, in the Company's discretion, the THVP is not meeting the Company's operating needs and/or proves not to be economically sound.

Program Implementation - Policies, Practices and Procedures:

- The participant may operate his/her take home vehicle for limited non-Company business for up to ninety (90) minutes prior to the start of his/her shift and for up to ninety (90) minutes after the end of his/her shift for personal use (e.g., school/day care transport, grocery store, etc.). There will be no compensation for the use of the take home vehicle for limited non-Company business. Once the take home vehicle has been parked at the participant's home, the take home vehicle is not to be used (except when called out) until the start of his/her next shift. Alcoholic beverages shall not be transported in the take home vehicle at any time under any circumstances.
- Transportation of any weapons, as defined by Company policy, in a Company vehicle is prohibited.
- Participants must keep the take home vehicle to which he/she has been assigned under this program parked and locked in a secure location at the participant's residence, or in a secure location approved by the Company, when the take home vehicle is not in service.
- For System Operations, shift begins at employees' regularly scheduled time. Employees are expected to be at their first job at the beginning of their shift.

- For System Operations, each THVP shall check the work summary thirty (30) minutes prior to the shift start time for the first job assignments.

Call Out Policy:

- Participants contacted by the Company after normal working hours are expected to respond to each request for after normal hour's response if they are available and fit for duty. Participants accepting such assignments are expected to respond promptly and without any unreasonable delay.
- If, for any reason, a participant is not physically or mentally able to perform the job in a manner consistent with all existing Company policies and procedures, the participant shall notify Operations Dispatch and/or Gas Control or the appropriate supervisor accordingly and shall not respond.
- Participants who repeatedly decline call-out assignments may be removed from the THVP at the Company's sole discretion. However, such employees will not be disciplined in any way solely for declining call-out assignments.

Location Reporting:

Participants may be required to report to an assigned location at least every other Thursday for the following reasons:

- Meet with supervisor, pick up notices, mail and other needed supplies.
- Restock tools and miscellaneous supplies unless the Company provides such tools and supplies in a different manner (must send in request for supplies by Thursday to allow adequate time to prepare order).

Fleet Maintenance:

- All Company vehicles will be issued a fuel card for the purchase of self-service gasoline. They must abide by the rules governing the fuel card. In the event that a participant is presently assigned to a CNG vehicle, it may be necessary to make another vehicle assignment, depending on CNG fueling availability in his/her assigned District.

ANNEX WSB
Employee Request for Modification of
Starting Time / Shift and
Waiver of Shift Bonus (Differential)

PRINT EMPLOYEE NAME

Employee # _____, hereby request a change in: (initial in appropriate space(s) below)

Starting Time: _____

Starting Time Requested: _____

Shift: _____

Shift Requested: _____

I am making this request voluntarily and acknowledge that the requested change is for my own convenience. Therefore, I further acknowledge that I am waiving my right to any shift bonus or differential that would normally be payable in accordance with the Labor Contract.

I understand that Washington Gas may or may not be able to grant this request and that such decision will be based on Company operating requirements. I also understand that the Company reserves the right to change my starting time and/or shift at any time in accordance with the current Washington Gas and Teamsters Local 96 Labor Contract. In the event this request is not approved, I may not resubmit it sooner than 6 months from the date it is denied.

I also understand that, once approved, this request and waiver will remain in effect until I rescind it. I may exercise my right to rescind this request and waiver by providing notice to my supervisor in writing two (2) weeks in advance that I wish to return to my regular starting time / shift or to such shift the Company may assign in accordance with the Labor Contract.

EMPLOYEE SIGNATURE

DATE

REQUEST: DENIED / APPROVED:
(Supervisor circle one)

IF APPROVED,

NEW STARTING TIME _____ AM/PM

NEW SHIFT

ANNEX W
Wage Grades and Rates
2.00% Increase in Rates Effective June 1, 2021
(rounded to the nearest cent – for reference only)

Salary Grade	Hire Rate (Step 1)	12 Months (Step 2)	24 Months (Step 3)	36 Months (Step 4)	48 Months (Step 5)
1	\$20.46	\$21.72	\$22.98	\$24.30	\$25.66
2	\$22.01	\$23.36	\$24.62	\$25.96	\$27.30
3	\$23.47	\$25.19	\$26.89	\$28.61	\$30.25
3A	\$25.56	\$26.94	\$28.38	\$29.93	\$31.30
4	\$26.90	\$28.47	\$30.09	\$31.66	\$33.24
4A	\$28.04	\$29.60	\$31.29	\$32.91	\$34.53
5	\$29.33	\$31.00	\$32.73	\$34.42	\$36.11
5A	\$30.50	\$32.35	\$34.35	\$36.11	\$38.12
6	\$32.27	\$34.20	\$36.11	\$38.12	\$40.04
6A	\$33.58	\$35.65	\$37.74	\$39.74	\$41.85
7	\$35.47	\$37.49	\$39.57	\$41.69	\$43.78
7A	\$37.45	\$39.59	\$41.80	\$43.98	\$46.14
8	\$39.30	\$41.58	\$43.81	\$46.07	\$48.30

ANNEX W
Wage Grades and Rates
3.00% Increase in Rates Effective June 1, 2022
(rounded to the nearest cent – for reference only)

Salary Grade	Hire Rate (Step 1)	12 Months (Step 2)	24 Months (Step 3)	36 Months (Step 4)	48 Months (Step 5)
1	\$21.08	\$22.37	\$23.67	\$25.03	\$26.43
2	\$22.67	\$24.06	\$25.35	\$26.74	\$28.12
3	\$24.17	\$25.94	\$27.70	\$29.47	\$31.16
3A	\$26.33	\$27.75	\$29.23	\$30.83	\$32.24
4	\$27.71	\$29.32	\$30.99	\$32.61	\$34.23
4A	\$28.88	\$30.49	\$32.23	\$33.89	\$35.57
5	\$30.21	\$31.93	\$33.71	\$35.46	\$37.19
5A	\$31.42	\$33.32	\$35.38	\$37.19	\$39.26
6	\$33.24	\$35.23	\$37.19	\$39.26	\$41.24
6A	\$34.58	\$36.72	\$38.87	\$40.93	\$43.10
7	\$36.53	\$38.61	\$40.76	\$42.94	\$45.09
7A	\$38.57	\$40.78	\$43.05	\$45.30	\$47.53
8	\$40.48	\$42.83	\$45.12	\$47.45	\$49.75

ANNEX W
Wage Grades and Rates
3.00% Increase in Rates Effective June 1, 2023
(rounded to the nearest cent – for reference only)

Salary Grade	Hire Rate (Step 1)	12 Months (Step 2)	24 Months (Step 3)	36 Months (Step 4)	48 Months (Step 5)
1	\$21.71	\$23.05	\$24.38	\$25.78	\$27.22
2	\$23.35	\$24.78	\$26.12	\$27.54	\$28.97
3	\$24.89	\$26.72	\$28.53	\$30.35	\$32.10
3A	\$27.12	\$28.58	\$30.11	\$31.75	\$33.21
4	\$28.54	\$30.20	\$31.92	\$33.59	\$35.26
4A	\$29.75	\$31.41	\$33.20	\$34.91	\$36.64
5	\$31.11	\$32.89	\$34.72	\$36.52	\$38.31
5A	\$32.36	\$34.32	\$36.44	\$38.31	\$40.44
6	\$34.23	\$36.28	\$38.31	\$40.44	\$42.48
6A	\$35.62	\$37.82	\$40.04	\$42.16	\$44.39
7	\$37.63	\$39.77	\$41.98	\$44.23	\$46.44
7A	\$39.73	\$42.01	\$44.34	\$46.66	\$48.96
8	\$41.70	\$44.11	\$46.48	\$48.88	\$51.24

ANNEX W
Wage Grades and Rates
3.00% Increase in Rates Effective June 1, 2024
(rounded to the nearest cent – for reference only)

Salary Grade	Hire Rate (Step 1)	12 Months (Step 2)	24 Months (Step 3)	36 Months (Step 4)	48 Months (Step 5)
1	\$22.36	\$23.74	\$25.11	\$26.55	\$28.04
2	\$24.05	\$25.52	\$26.90	\$28.37	\$29.84
3	\$25.64	\$27.52	\$29.39	\$31.27	\$33.06
3A	\$27.93	\$29.44	\$31.01	\$32.71	\$34.20
4	\$29.40	\$31.11	\$32.88	\$34.60	\$36.32
4A	\$30.64	\$32.35	\$34.20	\$35.96	\$37.74
5	\$32.05	\$33.87	\$35.76	\$37.62	\$39.46
5A	\$33.33	\$35.35	\$37.54	\$39.46	\$41.65
6	\$35.26	\$37.37	\$39.46	\$41.65	\$43.76
6A	\$36.69	\$38.95	\$41.24	\$43.42	\$45.73
7	\$38.75	\$40.96	\$43.24	\$45.55	\$47.84
7A	\$40.92	\$43.27	\$45.67	\$48.06	\$50.42
8	\$42.95	\$45.44	\$47.87	\$50.34	\$52.78

ANNEX W
Wage Grades and Rates
3.00% Increase in Rates Effective June 1, 2025
 (rounded to the nearest cent – for reference only)

Salary Grade	Hire Rate (Step 1)	12 Months (Step 2)	24 Months (Step 3)	36 Months (Step 4)	48 Months (Step 5)
1	\$23.03	\$24.45	\$25.87	\$27.35	\$28.88
2	\$24.78	\$26.29	\$27.71	\$29.22	\$30.73
3	\$26.41	\$28.35	\$30.27	\$32.20	\$34.05
3A	\$28.77	\$30.32	\$31.94	\$33.69	\$35.23
4	\$30.28	\$32.04	\$33.87	\$35.64	\$37.41
4A	\$31.56	\$33.32	\$35.22	\$37.04	\$38.87
5	\$33.01	\$34.89	\$36.84	\$38.74	\$40.64
5A	\$34.33	\$36.41	\$38.66	\$40.64	\$42.90
6	\$36.32	\$38.49	\$40.64	\$42.90	\$45.07
6A	\$37.79	\$40.12	\$42.48	\$44.73	\$47.10
7	\$39.92	\$42.19	\$44.54	\$46.92	\$49.27
7A	\$42.15	\$44.56	\$47.04	\$49.50	\$51.94
8	\$44.24	\$46.80	\$49.31	\$51.85	\$54.36

ANNEX ZC Zipper Clause

The Labor Contract supersedes, and the Company repudiates, all prior agreements, mid-term agreements, memoranda of understanding, letter agreements, etc., and past practices/shop practices between the parties except as listed below. To the extent that the following prior agreements and past practices/past shop practices are not inconsistent with the terms and provisions of the Labor Contract, each such agreement, past practice or past shop practice in effect as of the date of ratification of this Contract shall be incorporated by reference herein. In the event that a dispute arises in the administration of any of the following, the parties agree that specific Labor Contract language shall control, but in the absence of specific language that such dispute shall be resolved in a manner consistent with the Company's need to operate with optimal flexibility, efficiency, productivity and economy. Nothing in Article 27 or this Annex shall affect existing discipline and any changes to or deletions from personnel jackets shall result solely as a result of Article 27 or this Annex.

131. Letter dated June 15, 2001 re: certain employees assigned to midnight shift.

1. Technological Advances (Zipper Clause) - The Company has the unrestricted right to implement technological advances that will improve the safety, reliability and efficiency of its operations.

Technology Rights The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies, in order to help ensure safety, improve efficiency, productivity, and ensure compliance with all federal, state and local driving rules and regulations, Company policies and procedures. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology.

2. No "grandfather" agreements will carry forward from any previous contract to this contract unless agreed to and specified in this agreement.

Job Classifications

Job Code	Job Title	Grade
0158	Acetylene Cutter	4A
1812	AMR System Operator	5
1166	Communications Installation Technician	6
4324	Construction Technician	7
4879	Corrosion Control Technician I	5A
4878	Corrosion Control Technician II	7
1279	Corrosion Control Tester	4
2746	Crew Assistant	4
5003	Crew Leader	8
4973	Crew Leader Development Training – Crew Mechanic	6
4972	Crew Leader Development Training Level 1	7
4266	Crew Leader Development Training Level 2	7A
3015	Crew Mechanic	5
0564	Cust Measurement Field Technician	7
2089	Damage Prevention Technician	6
5435	Document Control Technician	5A
0199	Drip Truck Operator	6
801	Electronic Technician	7
1797	Engineering Support Specialist I	6
0200	Engineering Support Specialist II	7
1528	Engineering Support Specialist III	8
2096	Environmental Technician	8
4865	Facilities Attendant I	3
4776	Gas Facilities Electrician I	5
0216	Gas Facilities Electrician II	6A
5192	Gate Station Technician I	4A
0561	Gate Station Technician II	5
4248	Gate Station Technician III	6A
0342	Helper Mechanic	3
0393	Leak Survey Mechanic	5
5036	Leak Survey Technician	6A
4712	Lube Technician 1	4A

Job Code	Job Title	Grade
4713	Lube Technician 2	5A
1120	Machine Operator	6
2807	Machinist	7A
1810	Maintenance Mechanic I	5A
1811	Maintenance Mechanic II	6A
1552	Maintenance Mechanic Lead	7
0468	Meter Reader Router	5A
0467	Meter Service Representative I	4
5022	Meter Service Representative II	4A
5477	Plant Machinist	7A
4992	Plant Maintenance Technician I	4A
5047	Plant Maintenance Technician II	6A
4219	Plant Maintenance Technician III	7A
2936	Plant Operator I	5
4810	Plant Operator II	6A
0156	Plant Operator III	7
5197	Pressure Technician I	4A
0592	Pressure Technician II	5
4157	Pressure Technician III	6A
4164	Production Support Technician	5
4812	Senior Plant Operator	7A
0619	Service Assistant (Svc. Tech in Training Level I)	4
4999	Service Technician in Training – Level II	5
5000	Service Technician in Training – Level III	6
3016	Service Technician	6A
2132	Shop Maintenance Technician	6A
0621	Special Serviceman	7
5313	Senior Construction Technician	8
4877	Senior Corrosion Control Technician	8
4752	Senior Damage Prevention Technician	7
0596	Senior Engineering Support Specialist	8
4246	Senior Gas Facilities Electrician	8
0799	Senior Gate Station Technician	8

Job Code	Job Title	Grade
4963	Senior Instrumentation Repair Tech Installer	7A
4811	Senior Plant Maintenance Technician	8
4812	Senior Plant Operator	8
4154	Senior Pressure Technician	7A
0450	Senior Vehicle Technician	8
1343	Senior Welder	8
4160	Storeroom Technician	5
0809	Systems Technician	8
8000	Team Leader	8
4856	Vehicle Technician	7A
1495	Welder	6A
4892	Welder II	7A

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