

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 96
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WGL Contract Proposal Presented August 4, 2021 to Local 96 (Shen) for the CBA Effective August 1, 2021

This offer is available to Local 96 Shenandoah until close of business Friday, August 6th, 2021. It is understood by the Parties that any item in the current Contract and the current "Side Letter Agreement", unless addressed below, would remain in effect and unchanged.

- **Contract Length** - Five (5) years - August 1, 2021 – July 31, 2026
- **General Wage Increase (GWI)** – Year 1 = 2.00%, Year 2 = 3.00%, Year 3 = 3.00%, Year 4 = 3.00% and Year 5 = 3.00%
- **Ratification Bonus** – \$900 w/ L96 2021-2025 Wages
- **Article 3 / Section 3 - Shop Stewards**
- At the Union's request, Union Executive Officers will be assigned to a day shift 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.
- **Article 3 / Section 4 - Leave of Absence**
- 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.
- **Article 5 / Section 6 - Formal Performance Counseling**
- 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 his 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.
- **Article 5 / Section 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 (6) six 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.
- **Article 6/ Section 3 – Progressive Jobs**
- (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.
- **Section 4 – Temporary Transfers (“TT”)**
- 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.
- **Section 6 – Job Posting**
- 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...
- **Section 8 – Effect of Disciplinary Action on Promotions, Lateral Transfers, TTs and Eligibility for Qualifying Schools**
- (a) 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.
- **Section 9 – Qualifying Schools**
- 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.
- **Article 7 / Section 5 – Emergency Work**

- When an employee is called out from home, **or prior to the start of their shift**, 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...
- **Section 6 – 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 mail box or posting same on the station bulletin boards used for such purposes.
- **Section 7 (d) – On Call Field Operations Employees only**
- **Employees who are “On Call” shall not have their day shift extended for “planned work” except in the event of an emergency.**
- **Section 8 – 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.**
- **Article 9 / Section 1 – Wages**
- **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.

- **Article 10 – PTOA**

- 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 (STD) will **not** revert to unused PTO/PTOA and;
- **Employees who are approved and placed on STD for more than thirty (30) days, will not accrue PTOA during the subsequent months approved and on STD. Once an employee returns to work, PTOA accrual will begin;**
- **Employees who receive STD payments for which they are not entitled will be required to reimburse the Company for such payments.**

- **Article 10 / Section 1 – PTO Pay**

- It is the employee(s) responsibility to ensure timesheets are completed by Payroll deadline.

- **Article 10 / Section 6 – Return from Military Leave of Absence**

- 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 / Section 6 (New)**

- **Employees will be eligible to exchange and select one (1) Floating Holiday, eight (8) hours, in each calendar year instead of observing one (1) of the listed Holidays. Each employee is required to request his/her floating holiday with at least twenty-four (24) hours in advance.**

- **Sections 7 (New)**

- **A Floating Holiday shall not be carried over from one contract year to the next. The Company may deny any employee his/her floating holiday when in its discretion an employee cannot be spared. If the employee has a floating holiday schedule approved, but later denied by the company due to an operational emergency, the employee shall have a choice of selecting another floating holiday.**

- **Article 12 – Long and Faithful Service**

- An employee with twenty (20) or more years of service with the Company who becomes incapacitated so as to be unable to perform his or her regular work to the satisfaction **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 an 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

- **Article 14 – Dress Code and Uniforms (Field Operations employees only):**
- The Union will continue to participate in a committee where Union has “confer and advise” input.
- **Article 18 /Section 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 formally or file** a “formal step 1” grievance.
- **Article 21- Safety**
- The Station/Plant Safety Committees shall meet jointly every Quarter to discuss safety related problems or concerns.
- **Article 22- Employee Benefits**
- 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. (TA'd 7/6/21)
- 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).**
- **Article 24/ Section 1 – Meal Allowance**
- **Meal Allowance** is to be \$16.00 effective August 1, 2021.
- **Section 2 – Mileage Allowance**
- (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.
- **Section 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**.

- **Section 4 – Prescription Safety Glasses**

- 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.

- **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.**

- **Annex AG (REMOVED)**

The twelve (12) month period for performance and attendance rating purposes shall be based upon calendar year (January 1 – December 31st). If an employee does not receive an annual Performance Appraisal in any year(s), the employee shall be considered to have met the performance and attendance standards for that current calendar year). **(Move to Art. 5/Sec. 5.05)**

- **Annex B – Pay Classification & Wage Rate Schedule Clerical Unit & Field Operations Unit replaced with Local 96 Wages**

GW1 – YR1 = 2.00%, YR2 = 3.00%, YR3 = 3.00%, YR4 = 3.00% and YR5 = 3.00%

- **Annex D – WG & DOT Drug & Alcohol Testing Zero Tolerance Standard**

- **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 during the probationary period under DOT or Company policy shall result in immediate discharge. A refusal to 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:**
- In the event the Company is notified by the Company’s Medical Review Officer that a non-probationary employee has failed a 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

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, if eligible, when 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 for rehiring and returns to employment at the Company will be subject to unannounced drug and alcohol testing for up to five (5) years from the date of their employment with Washington Gas in addition to all 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 (1) 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 citation to either pay the fine or notify the court of their intent to contest the citation and secure a court date. If the Company is required to pay a fine for 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 parking violations 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 drivers license will receive discipline at a level two (2) steps above their current step (skip one (1) step). The employee may not return to work until they can produce documentation confirming the restoration of their license and/or driving privilege. Employee will remain suspended until a valid driver's permit is restored but for no more than sixty (60) days. At the end of the sixty (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 twelve (12) months after the termination date and where a qualified position is available. Employees who are unable to reinstate their driving license within the twelve (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 - Range: Written reprimand and 2 days suspension
- 3rd Step - Range: Written reprimand and 5 days suspension
- 4th Step - Range: 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 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 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; 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 avoidable accident.	1
Actual Individual Smoking	2
Handling electronic devices (ear piece wearing, cell phone use, etc)	6
Failure to yield intersection right of way	2
Actual Unbelted Individual	2
Rolling/Run Red Light/Rolling/Run 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.

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.**

Annex ABP – Annual Bonus Program (Changed from ROE)

Annual Bonus Program (ABP) determinations are based on calendar year January 1 through December 31.

Annex PG – Progression Guidelines

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.

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.

Job Progressions: *(add progression months)*

Operation Assistant *(Requires 18 months)* to Operation Mechanc*(Requires 18 months)* to Operation Technician-C1.

Operation Technician C1 *(Requires 24 months)* to Team Lead – Shenandoah Field Operations

Operations Control Clerk to Systems Planning Tech, or Senior Operations Control Clerk.

Operations Dispatch Clerk to Senior Operations Control Clerk

Engineering Aide to Engineering Tech.

Billing Clerk - to Billing and Administrative Clerk / Billing and Credit Clerk - to Senior Billing Clerk.