

**AGREEMENT**

**May 1, 2023 through April 30, 2028**

*by and between*

**THE PEOPLES GAS LIGHT  
AND COKE COMPANY**

**and**

**GAS WORKERS UNION, LOCAL 18007  
UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO**

## CONTENTS

Section	Page
PREAMBLE .....	1
ARTICLE I - UNION AND COMPANY SECURITY .....	1
1. Recognition of Union .....	1
2. Union responsibility .....	1
3. No lockout, strike, slowdown or stoppage of work .....	1
4. Nondiscrimination .....	2
5. Union membership requirements and trial period .....	2
6. Deductions for dues and initiation fee .....	3
7. Transmittal of deductions .....	6
8. Successor clause .....	6
ARTICLE II - TERM OF AGREEMENT .....	6
1. Term of Agreement .....	6
2. Notice for termination and formulation of new Agreement or amendment of Agreement .....	8
3. Negotiation procedure .....	8
ARTICLE III - STEWARDS, BULLETIN BOARDS, AND LEAVES OF ABSENCE .....	8
1. Duties of Stewards .....	8
2. Use of bulletin boards for Union notices .....	8
3. Leaves of absence of Union officials .....	8
ARTICLE IV - GRIEVANCES .....	9
1. General provision of Grievance Procedure .....	9
2. Step 1 - Employee and Steward, or other Union official, with immediate superior .....	9

CONTENTS - Continued

Section	Page
3. Step 2 - Steward and/or Business Manager with Manager; . Steward and/or Business Manager with Department Head.	9
4. Step 3 - Submission of grievance facts in writing .....	9
5. Step 4 - Arbitration procedure .....	10
6. Discharge Grievances .....	10
7. Record Retention .....	11
ARTICLE V - BENEFIT PLANS .....	11
1. Benefit Plans applicable to employees .....	11
2. Termination and modification of Plans .....	11
3. Employees covered.....	11
4. Employee contribution and premium review .....	12
ARTICLE VI - SAFETY & SECURITY .....	12
ARTICLE VII: CONTRACT WORK - Production and Maintenance Employees.....	12
ARTICLE VIII - SENIORITY .....	13
1. Seniority process .....	13
2. Promoting employees to Crew Leader .....	13
3. Promoting employees to Equipment Operator No. 1.....	14
4. Promoting employees to Carpenter or Reserve Carpenter.	14
5. Promoting employees to Utility Worker Lead.....	15
6. Promoting employees to Welder .....	15
7. Promoting employees to Welder-in-training .....	15
8. Promoting employees to Service Utility Worker.....	17
9. Field Trainer .....	18
10. Annual Polling for Job Upgrade Opportunities .....	18
11. Minimum wait period before being eligible for a job upgrade .	18

CONTENTS - Continued

Section	Page
ARTICLE IX - WORKING CONDITIONS.....	19
Production, Clerical and Maintenance Employees .....	19
1. Normal work schedule.....	19
2. Workday and workweek.....	19
3. Uniform working hours and notice of change .....	19
4. Changes in starting time due to emergencies.....	19
5. Posting shop work schedules .....	19
6. Reporting point for shop work and starting times .....	19
7. Emergency call-in work schedules .....	21
8. Overtime work hours not offset by time off .....	21
9. Distribution of overtime work .....	21
10. Meal allowances .....	21
11. Holidays observed .....	22
12. Other working conditions .....	22
13. Time allowed for death in family .....	23
14. Employees excluded from Agreement.....	23
15. Doubling Up .....	23
16. Restricted Duty assignments .....	24
17. Preservation of clerical work; employees excluded from Agreement .....	24
ARTICLE X - WAGES AND OVERTIME.....	24
Production, Clerical and Maintenance Employees .....	24
1. Effective date for rates of pay; regular rate of pay defined...	24
2. Shift premium pay; when payable .....	24
3. Regular rate of pay; time and one-half pay - when payable..	25
4. Pay for Sunday work .....	26
5. Holiday allowance; pay for holiday worked.....	26

## CONTENTS - Continued

Section	Page
6. Kinds of absent time counted as hours worked .....	27
7. Computation of overtime hours - no 'pyramiding' .....	27
8. Allowance for emergency call-in.....	27
9. Allowance for change in starting time.....	27
10. Pay rate on temporary and permanent transfers.....	28
11. Scheduling Weekend Overtime in Field Operations .....	29
12. Lost Vehicle Keys .....	29
13. Process for Shifts Exceeding 16 hours .....	30
ARTICLE XI - TUESDAY THROUGH SATURDAY WORKWEEK.....	31
1. Establishment of workweek.....	31
2. Applicable conditions .....	31
3. 4/10 Saturday Schedule .....	32
4. Holiday recognition .....	33
5. Applicable wage and overtime provisions.....	33
6. Limitation to Field Service .....	34
ARTICLE XII - OPERATIONS APPRENTICE CLASSIFICATION .....	34
1. Operations Apprentice utilization.....	34
2. Locations/departments.....	34
3. Union membership requirement .....	34
4. Operations Apprentice functions .....	34
5. Night Shift and Tuesday – Saturday work schedule.....	35
6. 180-day probationary period .....	36
7. Driver's license requirement .....	36
8. Temporary transfers.....	36
9. November – April reassignments .....	37

CONTENTS - Continued

Section	Page
10. Voluntary demotion.....	37
11. Maximum number of employees.....	37
12. Pre-training tasks .....	37
13. After-hours AMR shifts.....	37
ARTICLE XIII – UTILITY WORKER CLASSIFICATION...	37
1. Utility Worker utilization .....	37
2. Union membership requirement, locations and shifts .....	38
3. Qualifications .....	38
4. Hours and shifts.....	38
5. Shift assignments.....	38
6. Temporary reassignments.....	38
7. PTO Scheduling.....	38
8. CDL License.....	39
9. Seniority list.....	39
10. Required work .....	39
11. Training and testing.....	39
12. Company and Union training agreement.....	41
ARTICLE XIV – MANAGEMENT RESPONSIBILITIES .....	42
ARTICLE XV - MAINTENANCE OF BENEFITS.....	42
ARTICLE XVI - HIRING PATHS AND PRACTICES.....	42
1. Recruiting and retention .....	42
2. Potential Path to Regular Employment.....	43
3. Annual Review of UW hiring and training program .....	43
SIGNATURES.....	44

CONTENTS - Continued

Section	Page
EXHIBIT I: CLASSIFICATION OF POSITIONS AND SCHEDULE OF RATES - PRODUCTION AND MAINTENANCE EMPLOYEES.....	45
Operations Division - Operations Apprentice .....	46
Operations Division – Utility Worker .....	47
Distribution Department - District Shops .....	49
Gas Operations .....	51
Fleet Management .....	52
Field Service Department - District Shops .....	53
Meter Testing and Repair .....	54
Materials Management .....	55
System Integrity.....	56
Clerical Employees.....	57
APPENDIX I: PAID TIME OFF (PTO) BANK PLAN .....	58
APPENDIX II: POLICY AND PROCEDURE FOR THE PEOPLES GAS LIGHT & COKE COMPANY ABSENCE PROGRAM WITHIN THE GAS OPERATIONS DIVISION .....	66
APPENDIX III: SICKNESS BENEFIT PLAN .....	73
APPENDIX IV: MEMORANDUMS OF UNDERSTANDING...	79
APPENDIX V: ASSIGNMENT TO THE NIGHT SHIFTS IN DISTRIBUTION .....	93
APPENDIX VI: UW TASKS .....	94
APPENDIX VII: DRUG AND ALCOHOL TESTING.....	95
APPENDIX VIII: PROJECT WORKER AGREEMENT .....	97

**THIS AGREEMENT**, made and entered into this 1st day of May, 2023 by and between THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation hereafter referred to as the "Company," and the GAS WORKERS UNION, LOCAL 18007, UTILITY WORKERS UNION OF AMERICA, AFL-CIO, hereafter referred to as the "Union."

**WITNESSETH:** THAT for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and of promoting harmony, in order that the Company, the Union, and the general public may mutually benefit, the parties agree as follows:

## **ARTICLE I - UNION AND COMPANY SECURITY**

**Section 1.** The Company recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit which consists of employees covered by the Classifications of Positions and Schedules of Rates attached to this Agreement, and identified as Exhibits I and II. The word "employee" as used in this Agreement means an employee in the bargaining unit or, where the context so indicates, an employee covered by one of the separate aforesaid Exhibits.

**Section 2.** The Union recognizes the responsibility assumed by it as the exclusive bargaining agent of the employees in the unit. As part of this responsibility, it pledges the full cooperation of its membership to maintain continuous gas service to the public and to promote the economic success of the Company, in order that the maximum opportunity for continuous employment, good wages, and good working conditions may continue.

**Section 3.** The Company agrees that there will be no lockout of the employees in the unit, and the Union agrees that it will not authorize, instigate, aid, or condone any strike, slowdown, or stoppage of work. In the event of any wildcat or unauthorized strike, slowdown, or stoppage of work, the Union will immediately direct its members to resume normal operations, and, if the Union does so, the Company will not hold the Union liable for the unauthorized acts or activities of its members.

It is understood that the Company has the right to discharge or discipline any employee who causes or participates in any strike, slowdown, or stoppage of work. Such discharges or discipline shall be subject to the Grievance Procedure set forth in Article IV.



**Section 4.** The provisions of this Agreement shall apply to all employees without unlawful discrimination on account of race, color, religion, sex, age, genetic information, national origin, gender identity or expression, sexual orientation, protected veteran status, or status as a qualified individual with a disability, or participation in lawful Union activity.

**Section 5.** As a condition of employment in the unit, all employees employed in the unit on or after the effective date of this Agreement who are not members, shall, at the expiration of thirty days after being employed, become members of the Union and all members of the Union shall maintain their membership. Probationary periods for new hires may be extended in thirty (30) day increments only by mutual – written agreement between the Company and the Union.

For the purposes of this Agreement an employee shall be deemed to have become a member and to have maintained his/her membership in the Union if he/she pays or tenders to the Union, in the manner hereinafter provided, the Union initiation fee in the amount established by the Union Constitution not in excess of \$180.00 and the monthly Union dues in the amount established by the Union Constitution.

The Union agrees that it will accept into membership all employees in the unit and will not attach as a prerequisite of membership any condition other than that the applicant shall pay the aforesaid Union initiation fee and monthly Union dues.

The Union shall notify the Company in writing of any instance in which an employee has failed to become a member or to maintain his/her membership in the Union by becoming in arrears in the payment of the Union initiation fee and dues. The Company shall have ten days (excluding Saturdays, Sundays, and holidays) following the receipt of such notice within which to investigate the matter. The Union will not ask, prior to the expiration of the ten day period, for the discharge of any employee, and the Company shall not be required to discharge any employee who during the period pays or tenders the amount of the Union initiation fee and dues then due and payable by him/her. All requests for discharges shall be in writing.

Each newly hired employee shall be on trial for a period of 180 days after being employed. If his/her services are terminated by the Company during this trial period, such action shall not be subject to the grievance procedure.

**Section 6.** During the term of this Agreement, the Company will deduct from compensation due each employee in the unit, who has authorized such deductions in writing and delivered such authorization to the Company, the following:

- (a) On the first pay day of each month, the monthly Union dues in the amount established by the Union Constitution,
- (b) On the second pay day of each month for the first six months from the date of employment, one installment equal to one-sixth of the Union initiation fee in the amount established by the Union Constitution not in excess of \$180.00 in payment of such initiation fee, if any, then owed by such employee.
- (c) The Company will provide a monthly report to the Union identifying employee changes (i.e. new employees, terminations, retirements, promotions, etc.).

The authorization for the foregoing deductions shall be in substantially the following form:

**GAS WORKERS UNION, LOCAL 18007, U.W.U.A., AFL-CIO -  
AUTHORIZATION FOR PAYROLL DEDUCTION**

The Peoples Gas Light and Coke Company  
Chicago, Illinois

The Peoples Gas Light and Coke Company has a labor contract with the Gas Workers Union, Local 18007, Utility Workers Union of America, AFL-CIO. Under this contract, as a condition of employment in the unit, all new employees shall, at the expiration of thirty days after being employed, become members of the Union and all members of the Union shall maintain their membership. As Union members, they must pay the Union's initiation fee and its monthly dues.

By signing this Authorization for Payroll Deduction, your initiation fee and monthly dues will be deducted from your pay check automatically. **These deductions will commence on the first pay day of the month following your employment date.**

I authorize and direct The Peoples Gas Light and Coke Company to deduct from compensation payable to me and to remit to the Gas Workers Union, Local 18007, Utility Workers Union of America, AFL-CIO, in accordance with the current Agreement between the Company and the Union, Union dues and Union initiation fee, as follows:

- a) Monthly Union dues in the amount from time to time established by the Union Constitution, to be deducted on the first pay day of each month beginning with the month of \_\_\_\_\_, year of \_\_\_\_\_ to cover my dues for that month and a like amount with respect to any month during which I have been on leave of absence, other than military leave, if the Company shall have been advised in writing by the Union that my dues are owing and have not been paid for that month;
- b) The Union initiation fee in the amount from time to time established by the Union Constitution, provided such initiation fee is owed by me, one-sixth, or as near thereto as practicable, of such Union initiation fee to be deducted on the second payday of each month beginning with the month of \_\_\_\_\_, year of \_\_\_\_\_.

In the event that this authorization shall not be received by the Company at least ten (10) days prior to the pay day on which the initial deductions are scheduled to be made, then there shall be deducted from compensation payable to me on the following first pay day of the month, which be at least ten (10) days subsequent to the delivery of this authorization to the Company, the deduction scheduled to be made hereunder for such month and, in addition thereto, the deductions schedule to be made hereunder for the prior month or months (less the amount deducted, if any under any prior existing authorization made by me for such deductions for such month or months).

This authorization shall supersede and cancel all prior authorizations made by me for such deductions, when deductions shall be commenced to be made pursuant to the terms hereof.

This authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to the Company, or until termination of the Agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, if provisions

for these deductions are contained in the ten current Agreement; provided, however, that this authorization may be revoked by me by giving written notice to the Company and the Union at least sixty (60) days and not more than ninety (90) days prior to the expiration of each period of one (1) year or of each applicable Agreement between the Company and the Union, whichever occurs sooner, and this authorization shall automatically terminate on the day I cease to be employed in the bargaining unit.

---

Signature of Employee

---

Address of Employee

Date Signed \_\_\_\_\_

Date Delivered  
To Company \_\_\_\_\_

**Section 7.** Within fifteen days after any deduction of dues or initiation fees is made pursuant to Section 6 of this Article, the Company will wire-transmit the amount so deducted to a bank account designated by the Union to receive such funds. At or about the same time, the Company will send the following lists, as applicable, to the Financial Secretary-Treasurer, Gas Workers Union, Local 18007, U.W.U.A., AFL-CIO, 300 South Ashland Avenue, Suite 506, Chicago, IL 60607, or to such other representative as may be designated in writing by the Union:

- (a) Employees whose Union dues have been deducted;
- (b) Employees whose Union dues have been deducted for the first time;
- (c) Employees whose Union dues were deducted in the previous month and who have since been separated from the unit;
- (d) Employees whose Union initiation fees have been deducted.
- (e) Copy of dues authorization form completed by employees.

**Section 8.** This Agreement shall be binding upon any successor which acquires the Company's stock and thereafter engages in the business of selling and distributing natural gas to customers in the City of Chicago. In such case, the Company shall make it a condition of the transaction that the successor shall be bound by the terms of this Agreement. If any of the Company's assets or operations are acquired other than by acquisition of the Company's stock, this Agreement shall be binding on the successor only to the extent required by operation of law. This Section shall not be the basis for imposing any liability on the Company.

## **ARTICLE II - TERM OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of May 1, 2023, shall supersede and cancel all previous agreements between the parties and shall remain in effect until midnight on April 30, 2028, and shall continue in effect from year to year thereafter unless notice is given as provided in Section 2 of this Article II. This Agreement shall constitute the full and complete agreement as to rates of pay, wages, hours of employment, and other conditions of employment of the employees in the unit, except the agreements

as to the subjects of:

- (a) The Company has agreed not to make pension changes for existing employees hired as of April 30, 2008, for the duration of their employment. This agreement is bound by the successor language memorialized in Article 1, Section 8 of the collective bargaining agreement (the plan document will be updated to reflect this agreement as it relates to UWUA Local 18007). The Company and Union agree that new hires as of May 1, 2008 will go into a Defined Contribution Plan (The Union and Company agree to automatically enroll all new hires in the DC Plan unless the employee affirmatively opts-out of the DC Plan). Service annuity benefits, pensions, retirement, the WEC Energy Group Retirement Plan for PGL and NSG , and all related matters, and the full and complete agreement with respect thereto is set forth in a separate and independent agreement;
- (b) Plans around Medical, Dental, Vision and Medicare Supplement Plan and the full and complete agreements with respect thereto is set forth in a separate and independent agreement;
- (c) Life insurance benefits, the Group Life Insurance Plans, and all related matters, and the full and complete agreement with respect thereto is set forth in a separate and independent agreement;
- (d) Employee stock ownership, employee stock ownership plans, the Peoples Energy Corporation Employee Stock Ownership Plan, and all related matters, and the full and complete agreement with respect thereto is set forth in a separate and independent agreement; and
- (e) Employee thrift plans, employee savings plans, the WEC Energy Group Retirement Savings Plan and WEC Energy Group Limited Retirement Savings Plan, and all related matters, and the full and complete agreement with respect thereto is set forth in a separate and independent agreement.

**Section 2.** Each party shall have the right, not more than ninety days nor less than sixty days before the end of the initial term of the Agreement or any annual extension thereof, to serve notice on the other party by certified mail of a desire to terminate and formulate a new Agreement or to change and amend the Agreement.

**Section 3.** The parties agree that, within five days after receipt of such written notice, they will commence negotiations on any proposed change or the execution of a new agreement, and will prosecute such negotiations with the utmost diligence. If the negotiations are not completed by the end of a contract year, the Company and the Union may extend the Agreement by mutual consent and, in the event the Agreement has been so extended and continued in full force and effect until a new or amended Agreement is executed, all provisions and changes agreed upon by the parties shall be retroactive to the beginning of the new contract year.

### **ARTICLE III - STEWARDS, BULLETIN BOARDS, AND LEAVES OF ABSENCE**

**Section 1.** The Union shall have a steward or stewards in each department employing Union members, whose duties shall be to see that the provisions of this Agreement are observed and to attempt to adjust disputes or differences referred to them by any employee covered by this Agreement.

**Section 2.** The Union shall be granted a dedicated bulletin board in each department having Union employees. The Union may, without requiring approval, post death notices, notices of nominations and elections, and notices of regular or special meetings. Other Union notices shall be subject to the approval of the Company before they are placed on bulletin boards. Stewards or Union officers may post the notices on bulletin boards.

**Section 3.** The Company shall grant a leave of absence of one year to any employee selected to a full-time position by the Union in the conduct of its operations. Such leaves of absence shall be limited to a total of four employees at any one time.

The Company agrees to provide information access to any Union official on leave of absence.

Any period during which an employee is or has been on authorized leave of absence while serving as Business Manager of the Union shall be included within his/her period of service and seniority for all purposes under this Agreement, including the Plans set forth in Appendices I and II hereto.

## ARTICLE IV - GRIEVANCES

**Section 1.** Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement, the dispute or difference (hereinafter sometimes referred to as a "grievance") shall be settled through the Grievance Procedure as hereinafter provided.

A grievance shall be presented to the Company within fifteen (15) days after the event giving rise to the dispute.

A grievance shall be processed from step to step promptly. The last decision given on any grievance in any of the first three steps shall be considered a satisfactory adjustment unless, within ten days after the decision has been given, the grievance is carried to the next step. However, if the tenth day falls on a Saturday, Sunday or holiday, the ten-day period shall be extended until the next business day. If the request to move a grievance to the next step is untimely, the grievance will be considered withdrawn unless extenuating circumstances exist, in which case the time limit will be extended by agreement between the Company and the Union.

The procedure for the settlement of a grievance shall be as follows:

**Section 2.** (Step 1). The grievance shall be first discussed by the employee, Union representative and the employee's immediate supervisor. The grievance shall first be discussed by the employee and his/her steward, or other Union official, with the employee's immediate superior.

**Section 3.** (Step 2). If the grievance is not satisfactorily adjusted in Step 1, it shall be discussed by the Union Business Manager, or his designee and the Shop Manager. In any meeting held between the Business Manager and the shop manager (Step 2B), the Company will pay the employee and one Union representative (other than the Business Manager) for their time lost from work to attend the meeting, provided the maximum amount of such pay for any grievance shall be one (1) hour of pay for the employee and one (1) hour of pay for the Union representative. The employee shall have the right to be present at any such discussions. A representative from HR-Labor Relations shall also participate in the Step 2 grievance meeting.

**Section 4.** (Step 3). If the grievance is not satisfactorily adjusted in Step 2, the Business Manager of the Union shall so notify the Company in writing, stating the facts in dispute. The Company shall schedule a meeting of



representatives of the Company and representatives of the Union within ten (10) days from receipt of the Union's request for a Step 3 meeting.

**Section 5.** (Step 4). If the grievance is not satisfactorily adjusted in Step 3, either party may request arbitration within thirty (30) days from receipt of the Step 3 decision. If arbitration is not requested within the thirty (30) day period, the last decision shall be final and binding on both parties.

The arbitration procedure shall be as follows:

- (a) If the parties do not agree on an arbitrator within five (5) days after a request for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of names of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators residing in the States of Illinois, Indiana, Iowa, Michigan or Wisconsin, and none of whom have served as an arbitrator for the parties within the preceding twelve (12) months. The parties shall alternate paying the fee charged by the FMCS for providing the panel of arbitrators. Within five (5) days after receipt of this list, the party requesting arbitration shall strike two (2) names from the list and the other party within five (5) days after this action shall likewise strike two (2) names from the list. The remaining named person shall be the arbitrator.
- (b) The arbitrator shall, after hearing testimony and considering the facts, give his/her decision on the grievance. The decision shall be binding on the employee, the Company, and the Union.
- (c) Each party shall pay one-half of the expenses of the arbitrator.
- (d) The arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add to or change its terms.

**Section 6.**

- (a) If the Company and Union reach a written agreement, discharge grievances can bypass Steps 1 and 2 in the grievance process and the grievance process will start with Step 3.

- (b) The parties will strive to have all discharge grievances heard by an arbitrator as soon as possible. Either party may request arbitration within thirty (30) days from receipt of the Step 3 decision. If arbitration is not requested within the thirty (30) day period or if the grievance is not heard by an arbitrator, absent extenuating circumstances, within the six (6) months, the last decision shall be final and binding on both parties. The time limits in this subsection can be extended by mutual written agreement between the Company and Union.

**Section 7.** Provided there is no recurrence of discipline, written letters of discipline will remain in an employee's personnel file for no more than three (3) years. In cases involving disciplinary time off, the three (3) year limit is extended to five (5) years. Last chance agreements will remain in the employee's personnel file indefinitely and removal is at the sole discretion of the Company. Employee should be active to correct the behavior that led to the discipline. The Company will be receptive but not obligated to removing letters before the time limits when warranted.

## **ARTICLE V - BENEFIT PLANS**

**Section 1.** The following benefit plans shall be applicable to employees covered by this Agreement:

- (a) The Paid Time Off (PTO) Bank Plan as set forth in Appendix I hereto,
- (b) The Sickness Benefit Plan as set forth in Appendix II hereto,
- (c) The Termination Allowance Plan; and
- (d) The Long Term Disability Plan

**Section 2.** Notwithstanding any language contained in the plans referred to in Section 1 above, the Company shall not exercise its right to terminate or modify any of said plans during the term of this Agreement.

**Section 3.** The Union agrees that any requirements for the provision of paid sick leave arising under the Illinois Paid Leave for All Workers Act, City of Chicago Minimum Wage and Paid Sick Leave Ordinance, the Cook County Earned Sick Leave Ordinance, or any similar local, county or state ordinance or law are waived with respect to members of the bargaining unit, whose sick leave benefits are described under the terms of this Agreement.

**Section 4.** The parties will meet jointly to review the Company's approach for establishing employee contributions for the upcoming year. The Company and Union will meet annually to explain the medical and prescription drug premium cost calculations that determine Local 18007 member premiums for the upcoming benefit plan year at least two weeks prior to open enrollment information being distributed to employees.

## **ARTICLE VI - SAFETY AND SECURITY**

- A) The Company and Union agree to meet monthly to discuss the ongoing violence within the City of Chicago and its risk to our employees. The discussion will cover ongoing efforts to mitigate risks to all employees. The group will review crime data and statistics and discuss opportunities to better communication with all employees. The Company will post crime data and statistics specific to shop location. The group will also investigate strategies that may be applicable based on utility peer best practices, Chicago Police Department (CPD) engagement security expertise, available technologies, as well as any other concepts to help support the safety of the employees. The group will consist of Safety and Security representatives, representatives of the Union and the Company based on shop location.
- B) Employees are entitled to file a workers compensation claim for job related injury/illness and will follow the same process as all other workers compensation claims.
- C) In the event of a future pandemic, the parties agree to meet to discuss the impact of the pandemic on employees and sustain the business.

## **ARTICLE VII - CONTRACT WORK Production and Maintenance Employees**

The Company agrees that it will endeavor in good faith to preserve for production and maintenance employees work of the kind which is presently being performed by them under the existing Company policies.

The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular production and maintenance employees, if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.

In cases of unusual items of work which the Company contemplates letting out on contract, consideration will be given to having such work done by its production and maintenance employees.

The Company agrees to discuss or consider any Union contractors affiliated with the Chicago Federation of Labor (CFL) for any currently outsourced work that can meet the Company's vendor requirements and competitive scope of Field Operations work.

The Company will provide Local 18007 a list of all contractors, project description and project duration on a quarterly basis.

Company and the Union agree to discuss natural gas industry changes affecting Local 18007 existing and potential new work opportunities due to influences such as electrification, regulation, legislation, technology (drone) and alternative energy sources such as renewable natural gas, hydrogen, wind and solar.

## **ARTICLE VIII - SENIORITY**

**Section 1.** It is understood and agreed that in all cases of promotion, transfer, and demotion of employees under this Agreement, the Company will consider the ability to perform the work, and the seniority of each of the eligible candidates. When the abilities of the candidates are equal, seniority, not only in the Company but also in a particular classification, shall be the governing factor. Demotions and layoffs for lack of work shall be solely on the basis of seniority and the employee laid off last shall be rehired first.

**Section 2.** When promoting employees to Crew Leader.

- a) Employees in the Tapping Mechanic, Welder, Street Mechanic No. 1, Equipment Operator No. 1, Carpenter, Gas Mechanic, Maintenance Mechanic No. 1, and Maintenance Mechanic No. 2 classifications will be given the opportunity for promotion based on shop seniority.
- b) If no employee in the first group is available for promotion to Crew Leader, the Company will solicit for the UW Lead classification.
- c) Any employees who were Utility Workers are ineligible for promotion into the Crew Leader classification. Any employees who were Utility Workers are eligible for the Utility Worker Lead classification.
- d) The Company will maintain the integrity of the candidate's eligibility in the UW Lead classifications.

**Section 3.** When promoting employees to Equipment Operator No. 1.

- a) Employees in the Reserve Equipment Operator No. 1 position at the shop with the opening will be given the first opportunity for the promotion.
- b) Employees in the Street Mechanic No. 1, Carpenter, Maintenance Mechanic No. 1, Maintenance Mechanic No. 2 and Gas Mechanic classification at the shop with the opening will be given the opportunity for the promotion, based on their initial date of entry into the Distribution Department.
- c) Employees in the Journeyman UW or UW classification at the shop with the opening will be given the final opportunity for the promotion. Grandfathered JUWs and all other classifications will be excluded.
- d) All employees to be promoted must be physically able to perform all work required in the classification and able to meet all Operator Qualification Requirements.
- e) Employees with more than 8 consecutive hours of disciplinary lay-off within the prior 12 months from the commencement of upgrade training will be ineligible to attend said school for that year.

**Section 4.** When promoting to Carpenter or Reserve Carpenter.

The Company will make its selection based on seniority, giving preference first to employees that have successfully completed formal Carpenter training.

- a) Employees in the Reserve Carpenter position at the shop with the opening will be given first opportunity for the promotion to the Carpenter classification.
- b) Employees in the Street Mechanic No. 1, Maintenance Mechanic No. 1, Maintenance Mechanic No. 2 and Gas Mechanic classification at the shop with the opening will be given next opportunity for the promotion.
- c) Employees in the Street Mechanic No. 1, Maintenance Mechanic No. 1, Maintenance Mechanic No. 2 and Gas Mechanic classification at the other shops will be given next opportunity for the promotion.

- d) Employees in the Journeyman UW or UW classification at the shop with the opening will be given final opportunity for the promotion. All other classifications will be excluded.
- e) Carpenters and Reserve Carpenter shall complete 180 consecutive calendar day probation which shall consist of evaluations at the 30-day, 60-day, and 90-day, and prior to the 180-day mark.
- f) Employees who complete a Company approved carpenter training program will be reimbursed under the provision and limits of the Corporate Tuition Reimbursement program.
- g) Employees with more than 8 consecutive hours of disciplinary lay-off within the prior 12 months from the posting of a promotional opportunity are not eligible for consideration for said job bid.

**Section 5.** When promoting employees to Utility Worker Lead:

- a) Employees in the Journeyman Utility Worker and Utility Worker classifications will be considered for promotions into the Utility Worker Lead position.
- b) Any employee in the Tapping Mechanic, Welder, Maintenance Mechanic No. 1, Maintenance Mechanic No. 2, Carpenter, and Equipment Operator No. 1 that came from the Utility Worker family classification will be considered for promotion into the Utility Worker Lead position based on the most recent ranking on the seniority list.

**Section 6.** When promoting employees to Welder.

- a) Promotion into the Welder will be exclusively from the Welder-in-Training classification.
- b) Eligible candidates must fulfill all requirements in section 7 before being promoted to Welder.

**Section 7.** When promoting employees to Welder-in-Training.

**Eligibility Requirements:**

- A) Eligible candidates must have completed a certified and Company approved training program to be reviewed and validated by the Company to be deemed eligible.
- B) Selection of candidate(s) will first follow legacy Distribution seniority at the shop with the opening. If there are no eligible

candidate(s) at the home shop, then legacy Distribution employees at the other shops. If there are no legacy Distribution candidate(s) company-wide, then selection of candidate(s) will next follow UW seniority (ranking) at the home shop. If there are no UW candidate(s) at the home shop, the Company will give UW candidate(s) at other shops the opportunity based on seniority.

- C) Crew Leaders and UW Leads are excluded from consideration.
- D) Welder-in-Training opportunities will be filled based on Company need.
- E) Not having 8 or more consecutive hours of disciplinary lay-off within the prior 12 months from the posting of a promotional opportunity.
- F) Training and Probationary Period:
  - a) The on-the-job training period is expected to be up to 2 years.
  - b) The training will follow the “Schedule of Training and Qualification for Welders” as documented in the Company’s Operator Qualification Training Program.
  - c) The probationary period for this newly created classification will coincide with the on-the-job training period. If it is determined, at any time during the probationary period, that the Welder-in-Training is not suitable for continued employment in that classification, the employee will be returned to their prior job classification without loss of classification seniority.
- G) Promotional Opportunities:

Employees selected for the Welder-In-Training job classification are not eligible to be promoted to any other job classifications including reserve classifications.
- H) Employees will be paid Welder-In-Training rate of pay while performing Welder duties during the 2-year on the job training period.
- I) Welder-in-Training employees will not receive step-up (temporary upgrade) Welder rate of pay during the training period.
- J) Welder-in-Training employees will have overtime opportunities including but not limited to fire watch, assisting Welders in the field, tasks in the shop and/or as a second person assisting Welders.

**Section 8.** When promoting employees to Service Utility Worker.

- A) A Journeyman Utility Worker Over 4 Years is considered eligible to be upgraded to the Service Utility Worker classification if the employee has been a Journeyman Utility Worker Over 4 Years for at least two years. If the most senior eligible candidate is not interested in upgrading to Service Utility Worker, the next most senior interested Journeyman Utility Worker over 4 years with two years in the classification will be given opportunity to upgrade.
- B) Employees with 8 or more consecutive hours of disciplinary lay-off within the prior 12 months from the posting of a promotional opportunity are not eligible for consideration for promotion to Service Utility Worker.
- C) Once upgraded to Service Utility Worker, employees will be ineligible for upgrade to Carpenter, Equipment Operator No. 1, Welder Family, Tapping Mechanic, Utility Worker Lead, or any Reserve roles.
- D) Eligible Journeyman Utility Workers will be polled for their interest in either the Utility Worker Lead or Service Utility Worker classification. Upon selection of their interested career and meeting the time in classification requirement, prospective employees will be eligible to upgrade for Service Utility Worker if there is a business need within the Shop.
- E) The Company will poll on an annual basis for future upgrades into the Service Utility Worker classification.
- F) Journeyman Utility Workers upon promotion to the Service Utility Worker classification will no longer be required to qualify in Below Ground OQ tasks.
- G) Journeyman Utility Workers must be qualified in rotary meter and large regulators before promotion into the Service Utility Worker classification.
- H) Service Utility Workers will follow the established OQ testing and training program for Grandfathered Journeyman Utility Workers.
- I) Service Utility Workers are subject to regression based on Article XIII, Section 11, following the Journeyman Utility Workers CBA language.
- J) Upon entering the entry-level Service Utility Worker position, employees must successfully complete a 180 day probationary period.



## **Section 9. Field Trainer**

- A) A UWUA Local 18007 represented employee who voluntarily applies and is selected from the Crew Leader or Senior Service Specialist #1 classifications or UW family will be paid a “Field Trainer” premium, when performing the duties of Field Trainer. The Crew Leader Field Trainer will have Distribution work based assignment, the Senior Service Specialist #1 Field Trainer will have Service work based assignments and the UW family Field Trainer will have Distribution or Service work based assignments.”
- B) The Company and Union agree to identify four (4) Field Trainers: two (2) Service work based and two (2) Distribution work based at each North, Central, and South shops. Posted opportunities for Field Trainer will specify whether Crew Leaders, Sr. Service Specialist #1 or UW family should apply.

## **Section 10. Annual Polling for Job Upgrade Opportunities**

- a) All employees will be given an opportunity to express their interest in a job upgrade once every calendar year, during annual bid process, for Crew Leader, Utility Worker Lead, Service Utility Worker, or Journeyman Utility Worker – based on their eligibility. Employees will be required to return a signed and dated polling form. Management will be required to poll employees. Employees who do not return a signed and dated polling form are assumed to indicate they are opting-out of any upgrade opportunities during the current calendar year.
- b) The upgrade polling form expires in the same calendar year it is dated by the employee.
- c) The Company will provide the Union all polling forms on an annual basis.
- d) Employees on Leave while the annual upgrade polling is posted due to Military Deployment, Short Term Disability, and Long Term Disability will be allowed to sign the polling form upon their return from Leave.

The Company and the Union agree to discuss prior to the polling the potential openings in each classification for the upcoming year.

## **Section 11. Minimum wait period before being eligible for a job upgrade**

Employees with more than 8 consecutive hours of disciplinary lay-off within the prior 12 months from the posting of a promotional opportunity are not eligible for consideration for said job bid.

## **ARTICLE IX - WORKING CONDITIONS**

### **Production, Clerical and Maintenance Employees**

**Section 1.** Except for certain shift employees, the normal weekly work schedule of an employee shall be five daily work periods of eight hours each.

**Section 2.** The workweek shall start at 12:01 a.m. Sunday. The workday shall be a calendar day and shall start at 12:01 a.m. When a continuous work period extends from one calendar day into the following calendar day, the hours worked in each calendar day shall be accounted for on the basis of the calendar day in which they are worked.

**Section 3.** The Company shall attempt to have uniform working hours for day and night operations, but must reserve the right to have such flexibility in working hours as to properly conduct its operations. The Company will generally give twelve hours' notice of any change in the starting time of an employee.

**Section 4.** The Company reserves the right to make changes in the starting time of an employee to best cope with the emergency nature of its business. By "emergency" is meant breakdowns in operation, peak workloads resulting from climatic changes, unavailability of personnel, and changes in operation that cannot be foreseen or scheduled.

**Section 5.** For shop operations, the Company shall post daily the starting times and names of employees who are to report for work on the following day. One week in advance the Company shall post a schedule showing starting times of the employees who are to work on a holiday. Each Monday the Company shall post the starting times of employees who are to work the following weekend. These postings will cover only those employees who normally work under this arrangement.

**Section 6.** Shop work shall start and end at the shop. The morning starting times shall be 8:00 a.m. and 8:30 a.m.

The morning starting time for the Tool Repair and Meter Test and Repair operation shall be 6:30 a.m. and 7:30 a.m. The Company may add an additional voluntary start time of 6:00AM for the Meter Shop employees.

The Company may assign Fleet Management Section employees to 6:00 a.m., 7:00 a.m., 2:30 p.m., and 3:30 p.m. starting times.

On an annual basis, Senior Service Specialists No. 1 and No. 2 and Service Specialists will be allowed to bid for their location assignment (shop or sub-shop) and starting time (6:00 a.m., 6:30 a.m., 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:30 p.m., 3:30 p.m., midnight) within their current District. Prior to the submission of bids, Gas Operations management will determine the required complement of each classification at each location and starting time. Changes in assignments required between annual bidding processes (e.g., because of the retirement of an employee or a decision by management to adjust the required complement) will be made on the basis of classification seniority. However, temporary changes, of one week or less, required due to employee absences will be made without regard to seniority within the sole discretion of Gas Operations management.

Notwithstanding the foregoing, Gas Operations management will observe the following limitations in assigning Senior Service Specialists and Service Specialists to starting times:

- (a) The Company may assign an unlimited number of Senior Service Specialists and Service Specialists to the 7:00 a.m. starting time to work alone or in a fitting crew.
- (b) The Company will assign only volunteers to the 6:30 a.m. starting time.
- (c) The Company may assign Senior Service Specialists to the 10:00 a.m. starting time to perform customer service request work and any work within the Service Specialist classification. The Company shall have the right to assign an employee to the day shift in order to provide a reasonable period of training or experience in order to be able to perform the work on the 10:00 a.m. shift.
- (d) The Company will assign no more than four crews per District to the 1:30 p.m. starting time, Monday through Friday. These employees may be assigned to work separately (not in a crew) until the previously negotiated times of day when the Company has agreed to assign Service employees to work in two-person crews.

The Company may assign Materials Management Section employees to 5:00 a.m. to 1:30 p.m., 6:30 a.m. to 3:00 p.m., 7:30 a.m. to 4:00 p.m., 10:00 a.m. to 6:30 p.m., 3:30 p.m. to 12 midnight, and 11:30 p.m. to 8:00 a.m. shifts.

The Company may assign Distribution Department employees to 6:00 a.m., 7:00 a.m., 8:00 a.m., 10:00 a.m., 3:30 p.m., and 12:00 midnight starting times, provided that the 10:00 a.m. shift will be staffed only by volunteers.

The Company may assign Gas Operations Section employees to a 7:00 a.m. or an 8:00 a.m. starting time.

**Section 7.** An employee called in for emergency work outside of his/her regular work schedule shall be provided with a minimum of four hours' work except as follows:

- (a) When such emergency work starts between the hours of 6:00 a.m. and 10:00 a.m. on any day on which such employee is not scheduled to work, he/she shall be provided with eight hours of work.
- (b) When such emergency work starts after 10:00 a.m. on any day on which such employee is not scheduled to work, he/she shall be provided with work until 5:30 p.m., or a minimum of four hours, whichever is greater.

**Section 8.** The Company shall not require an employee to take time off in any week to offset work he/she is called upon to do outside of his/her regular scheduled hours in such week.

**Section 9.** The Company shall endeavor to distribute daily overtime work, and holiday and Sunday work fairly among qualified employees within classifications during the term of this Agreement. Records of overtime shall be available for inspection by Union representatives and employees.

**Section 10.** An employee with a start time after 8:00 a.m., who works more than two (2) hours beyond their scheduled shift shall be paid a meal allowance of \$9.00. An employee with a start time of 8:00 a.m. or earlier who works more than four (4) hours beyond their schedule shift shall be paid a meal allowance of \$9.00.

An employee shall be paid an additional meal allowance for each additional five hour period of continuous work which does not extend into his/her next regular shift. If an employee has worked five or more continuous hours during a work period which was either commenced or completed in a calendar day in which he/she worked a separate and additional period of at

least eight hours, she/he shall be paid one meal allowance. Hours once counted in qualifying for a meal allowance shall not be used again in meal allowance computations. In continuous operations the employee will not leave the job and this meal allowance will be used for the purchase of such food as the employee requests.

**Section 11.** The Company observes the following holidays: New Year's Day, Memorial Day, the 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day, or the Monday following such holidays when the holiday falls on Sunday or the Friday preceding when the holiday falls on Saturday.

**Section 12.** The Company agrees:

- (a) The Company agrees to pay employee(s) the purchase price up to an allowance of \$100 per year of the life of the contract for safety shoes purchased by employees (the stipend shall roll over year to year over the life of the Agreement).

Safety shoes must be construction grade with protective toe caps and shanks, must have a 4" tall upper at a minimum for support, must be puncture-resistant, and must meet or exceed ASTM F2412-11 and ASTM F2413-11 standards.

- (b) To replace worn out, broken tools owned by Auto Mechanics and used in Company work, and to make available required specialized tools which are not part of an Auto Mechanic's standard tool kit.
- (c) To provide Distribution Department employees with a minimum of eight (8) hours work regardless of weather conditions when work is scheduled on Saturdays, Sundays, or holidays; and to provide Field Service Department employees with a minimum of eight (8) hours work when work is scheduled on Saturdays, Sundays, or holidays.
- (d) To have Operations Apprentices performing meter reading work start work at 7:00 a.m., 7:30 a.m., 8:00 a.m., or 11:00 a.m. and return to their respective locations at such time as will permit the completion of their day's work by 3:30 p.m., 4:00 p.m., 4:30 p.m., or 7:30 p.m., respectively. No employee in the Meter Reader position prior to May 1, 1977 shall be assigned to the 11:00 a.m. starting time without his/her consent.
- (e) To assign at least one employee in a top mechanical classification to Crawford Station.

**Section 13.** An employee with one or more years of service will be allowed three days off with pay from his/her normal work schedule for the purpose of making funeral arrangements or attending the funeral of his/her parent, his/her grandparent, spouse, child, brother, sister, step-parent, step-child, grandchild, step-brother, or step-sister. Employees may also be entitled up to three (3) days off with pay for relatives served as the employee's legal guardian or "loco parentis" (a person or institution that assumes parental rights and duties for a minor); documentation will be required for approval within 10 days of the last day of bereavement leave.

If the death occurs just before or during an employee's scheduled PTO Bank absence, he/she will be allowed, for the purpose of making funeral arrangements or attending the funeral, the number of days off with pay which he/she would have been allowed under this Section if he/she had been working, provided he/she promptly notifies designated departmental management of the death. To the extent that such days off occur on scheduled PTO Bank days, he/she will be permitted to reschedule those PTO Bank days and ensuing PTO Bank days off during the scheduled PTO period.

Arrangements for such necessary absences shall be made in advance with the person who has been designated by departmental management to authorize such absences.

**Section 14.** A reasonable number of Engineers or other employees with special experience or training may be assigned to work temporarily in the various classifications covered by this Agreement as part of a training period, and, while so assigned, shall neither be affected by provisions of this Agreement nor shall such assignment result in loss to employees covered by this Agreement of regular or overtime work within the classifications covered by this Agreement.

**Section 15.** Company employees of the same department assigned to, or performing customer service work that may require working inside the customer premise, will be required to "double up" so that two employees are working together after 4:30 p.m. during Central Standard Time, and after 7:30 p.m. during Daylight Savings Time. The practice of doubling up shall not require the traditional crew requirements, if the job does not require a standard crew, and any combination of employees of the same department can be put together for safety purposes. Any Operation Apprentice employee(s) can be used to "double up" with either Service or Distribution employees.

## **Section 16. Restricted Duty Assignments**

The Company will continue its practice of assigning work to employees within their home district who have medical restrictions based on either occupational or non-occupational situations.

Restricted duty assignments associated with non-occupational injuries or accommodations of any type which require movement to a different district or department will be limited to 30 days, with extension based on mutual agreement by the Company and the Union. The Company will inform the Union of any such work assignment.

**Section 17.** The Company intends to preserve for the employees, during the period of this Agreement, clerical work which is presently being performed by them as part of their regular assignments but reserves the right to make improvements or changes in the methods of performing such clerical work. The Company will give the Union advance notice of any change in methods which will affect the status of any employee regularly engaged in such clerical work.

Clerical work which is presently being performed by the employees will not be assigned to supervisors or other employees not in the unit, except in temporary emergencies.

## **ARTICLE X - WAGES AND OVERTIME**

### **Production, Clerical and Maintenance Employees**

**Section 1.** The Classification of Positions and Schedule of Rates attached hereto as Exhibit I shall be in force and effect during the term of this Agreement and any renewal thereof.

The regular hourly rate of an employee shall be that of his/her position in the Classification subject to Section 10 of this Article X.

**Section 2.** A night shift premium of \$1.40 per hour shall be added to the regular rate of pay of an employee for work scheduled on a shift beginning not earlier than 1:30 p.m., and ending not later than 8:00 a.m. If an employee scheduled to work such a shift is required to continue working beyond the scheduled work period, he/she shall receive the shift premium for such additional hours worked. The applicable night shift premium shall be added to the regular hourly rate in computing premium pay, but it shall not be added in computing any absent time allowed pay.

**Section 3.** For all hours worked on any day other than a Sunday or holiday, an employee shall be paid at his/her regular rate, except that:

- (a) An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for hours worked in excess of eight on any such day. No overtime shall be paid for hours worked in excess of eight on any such day as an accommodation for a shift partner. Such accommodation work will not be permitted when it will result in hours of work in excess of forty in a workweek.
- (b) An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for hours worked in excess of forty in a workweek.
- (c) An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for hours worked in excess of eight on a specific job requiring a continuous period of work which extends into the following calendar day and which may extend into the employee's regular scheduled work period on such following day.
- (d) The Company will not solicit employees to waive their short shift premium. An employee whose work schedule is changed so that he/she has only eight hours between work periods (short shift change), shall be paid at the rate of one and one-half times his/her regular hourly rate for the first eight hours of the new shift, except:
  - 1. When the short shift change is made at his/her own request.
  - 2. When the short shift change is made for the convenience of a shift partner.
  - 3. When the short shift change occurs after he/she works on a Sunday or holiday not in his/her regular shift schedule or on one of his/her regular days off.
  - 4. When the short shift change occurs on one of his/her regular days off on which he/she works.



If the employee works in excess of eight hours on his/her short shift change and such work extends into his/her regular work period, he/she shall be paid his/her regular hourly rate during his/her regular work period.

- (e) An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for emergency work performed prior to his/her regular scheduled work period and as long as he/she continues to work on the emergency job even though it continues into his/her regular scheduled work period. An employee shall be paid at his/her regular hourly rate for work performed in the time remaining in his/her scheduled work period on work other than the emergency job. An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for emergency work performed after his/her regular scheduled work period or on his/her regular days off.
- (f) An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for emergency work requiring a continuous period of work extending into the following calendar day and which may extend into his/her regular scheduled work period on such following day.

**Section 4.** An employee shall be paid at the rate of one and one-half times his/her regular hourly rate for the first eight hours of work on a Sunday. For work in excess of eight hours on a Sunday, he/she shall be paid at the rate of two times his/her regular hourly rate. Such double time shall not apply to hours worked as an accommodation in relieving a shift partner or to such extra hours as are required by regular shift changes.

**Section 5.** An employee shall receive a holiday allowance of eight hours' pay at his/her regular hourly rate for the holidays defined in Section 11 of Article IX provided, that, to receive this allowance for Christmas Day and New Year's Day, he/she must work on both his/her last scheduled day before and his/her next scheduled day after the holiday, and to receive this allowance for Memorial Day, the 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, and the Day after Thanksgiving Day, he/she must work either his/her last scheduled day before or his/her next scheduled day after the holiday. An employee absent on his/her last scheduled day before or his/her first scheduled day after a holiday who is paid for the day because of a PTO Bank absence,

personal illness, jury service, occupational injury, or who is excused because of official Union business, important personal business, or death in his/her family, shall not be disqualified from receiving the holiday allowance by such absence. An employee shall not receive the holiday allowance for a holiday when he/she cannot be excused and fails to work on such holiday on which he/she is scheduled to work.

An employee who works on a holiday shall receive pay at the rate of one and one-half times his/her regular hourly rate for the first eight hours of work and at the rate of two times his/her regular hourly rate for hours worked in excess of eight. Such pay will be in addition to the holiday allowance.

When a holiday which falls on Sunday is observed by the Company on Monday, these holiday provisions apply only to such Monday, and when a holiday which falls on Saturday is observed by the Company on Friday, these holiday provisions apply only to such Friday.

**Section 6.** For the purpose of computing hours worked in excess of eight in a day or forty in a workweek, hours of absent time allowed during the employee's normal weekly work schedule which are paid for shall be counted. For an employee not assigned to a rotating shift schedule whose normal weekly work schedule is Monday through Friday, hours of absence which are excused but not paid for during such schedule because of personal illness, official Union business, personal business, or death in his/her family, shall be counted for the purpose of computing hours worked in excess of forty in a workweek.

**Section 7.** Hours worked by an employee in any workweek on which premium rates (i.e., one and one-half times or two times the regular hourly rate) have once been allowed shall not be used again in overtime computations.

**Section 8.** An employee shall receive an allowance of one hour of pay at his/her regular hourly rate when required to report immediately for emergency work. This is in addition to pay for time worked on the emergency, and shall not be counted as time worked in premium rate of pay calculations.

**Section 9.** The Company will, whenever possible, give a minimum of twelve hours' notice of any change in the starting time of an employee. In the event circumstances beyond the Company's control prevent the giving of twelve hours' notice of a change in starting time of an employee's scheduled

work period and the hours worked in the first work period following such change in starting time with less than twelve hours' notice are paid at the employee's regular straight time hourly rate, an allowance of four hours at the employee's regular straight time hourly rate will be paid. Such allowance will be in addition to any payment made for time worked by the employee and will not be counted as time worked in premium rate of pay calculations.

**Section 10.** An employee who is promoted to a higher paid classification on an indefinite basis will have a seniority date in the higher paid classification and will receive the higher rate of pay as of the date of the promotion.

An employee who is temporarily required to work in a higher paid classification (for example, in relief of another employee or because of fluctuation in the work load) will receive the higher rate of pay for hours actually worked in the higher paid classification, except the employee will also receive the higher rate of pay for a holiday when he/she actually works in the higher paid classification on his/her last scheduled day before the holiday. However, if the employee continues to work in the higher paid classification for sixty (60) consecutive calendar days, with no absence from work on a scheduled workday for any reason whatsoever (for example, PTO Bank absence, death in the family, jury duty, and sickness), and is then regressed to a lower paid classification, he/she shall continue to receive the higher rate of pay for hours worked and absent time allowed during the first thirty (30) calendar days following the date on which he/she was regressed (the "carry-over period"), if otherwise eligible.

An employee who is involuntarily demoted to a lower paid classification on an indefinite basis or temporarily required to work in a lower paid classification shall continue to receive the higher rate of pay for hours worked and absent time allowed, if otherwise eligible, during the carry-over period.

If an employee who has been involuntarily demoted or regressed is temporarily returned to the higher paid classification during the carry-over period, then the carry-over period will recycle and commence again on the day he/she last returns to work in the lower paid classification.

An employee who is demoted to a lower paid classification, at his/her request for any reason other than health, will receive the lower rate of pay as of the date of demotion, and the carry-over period will not apply.

**Section 11.** On a weekly basis, employees will be able to volunteer to work weekend and holiday overtime shifts in Field Operations. The Company will determine the complement of classifications required for each shift, and make assignments accordingly.

The Company will assign shifts to qualified volunteers based on lowest accumulated overtime.

If there are insufficient volunteers, shifts will be assigned in reverse seniority to qualified employees. Turns will be counted for each employee forced onto a shift to prevent forcing the least senior employee each time there are no volunteers.

Employees who are forced to work a weekend or holiday overtime shift will have two (2) opportunities per quarter to decline to work a forced shift. To decline to work a forced-shift, employees must do so no later than 8:00 a.m. the Wednesday before the forced-shift. The Company reserves the right to limit when and how many employees can decline to work a forced-shift to ensure adequate staffing.

The Company will post the weekend schedules by 1:30 p.m. on Wednesday of the scheduled week.

After shifts are assigned and the schedule has been posted, any changes would utilize a call-out process, based on lowest accumulated overtime. An employee shall have the opportunity to solicit a qualified replacement for their forced-shift.

The Company and Union agree to work on the alignment of overtime scheduling procedures for the Distribution department outside the collective bargaining agreement.

**Section 12.** Employees who lose assigned keys for Company provided vehicles will be responsible to reimburse the Company for the cost of key replacement by either payroll deduction for the cost of the key or by accepting a voluntary one (1) day lay-off without pay.

### **Section 13.** Process for shifts exceeding 16 hours:

All employees are expected to get adequate rest to perform work safely.

If work is foreseen to continue past a continuous 16 hour work period, the Company will determine the need to replace field personnel based on the circumstances and remaining estimated duration.

Employees who work 18 consecutive hours or more, not including any unpaid meal periods, will be given 8 hours away from work once they have been released.

Employees will not report for regularly scheduled hours of work until 8 hours have lapsed from the end of the prior work shift, preceding the normal scheduled work day. Regularly scheduled hours not worked during this 8 hour period following the end of the prior shift will be paid at straight time rates (i.e., overtime rates are never paid for "regularly scheduled hours" not worked).

The employee will be expected to return to work after 8 hours away from work and complete the rest of his/her scheduled work day. In lieu of returning, the employee may request to take unpaid time or PTO; such decision will be at the discretion of the Company.

Unpaid time away from work, associated with the regular scheduled shift, for this purpose will count towards their 8 regularly scheduled hours for that work day, and will not count as an unscheduled absence.

Company declared emergencies, consistent with the definition in Article IX, Section 4 of the collective bargaining agreement, will be handled as exceptions to the above.

## **ARTICLE XI - TUESDAY THROUGH SATURDAY WORKWEEK**

**Section 1.** Notwithstanding any other provision of this Agreement, the Company may establish a Tuesday through Saturday workweek in the Field Service Department, and by volunteer only in the Distribution department.

- (a) The Company may suspend the alternative work schedule (Tuesday through Saturday shifts) during the weeks of any recognized holiday, at the sole discretion of the Company.

**Section 2.** The following conditions will apply to the Tuesday through Saturday workweek:

- (b) The Tuesday through Saturday workweek will have starting times of 7:00 a.m., 8:00 a.m., 8:30 a.m., and 10:00 a.m.
- (c) The Company will determine the complement of employees required for each of the Tuesday through Saturday starting times.
- (d) Assignment to the Tuesday through Saturday starting times will be based on classification seniority. Senior employees who volunteer will be given preference, provided that an employee who volunteers may exercise his/her seniority to return to the regular Monday through Friday schedule after six (6) months of assignment to the Tuesday through Saturday workweek. If the number of volunteers is insufficient, the least senior employees will be assigned.
- (e) Employees who are required to work the 10:00 a.m. starting time on the regular Monday through Friday workweek because of their seniority will not be allowed to volunteer for the Tuesday through Saturday workweek or the schedules authorized by Section 3 below.
- (f) Whenever the Company is utilizing the Tuesday through Saturday workweek, Sundays and holidays (excluding the holidays of Thanksgiving Day, Christmas Day, and New Year's Day) will be combined for purposes of equalizing overtime of all employees in the Department.

**Section 3.** For the purpose of reducing the need to assign employees to the Tuesday through Saturday workweek on an involuntary basis, the Company will establish a work schedule of four ten-hour days, Wednesday through Saturday ("4/10 Saturday Schedule"). The following conditions will apply to the 4/10 Saturday Schedule:

- (a) The hours of work of the 4/10 Saturday Schedule will be 7:00 a.m. to 5:30 p.m., with a 30-minute unpaid lunch period.
- (b) Only volunteers will be assigned to the 4/10 Saturday Schedule.
- (c) Employees will be allowed to volunteer for the 4/10 Saturday Schedule for three four-month periods: August 1 through November 30, December 1 through March 31, and April 1 through July 31 (adjusted in each case to coincide with the beginning and end of a pay period). Employees who volunteer for this Schedule must remain available for assignment thereto during the entire four-month period unless excused by the Company.
- (d) The Company will assign volunteers to work the 4/10 Saturday Schedule based on seniority in the applicable classification, with preference being given to employees with greater seniority.
- (e) If an adequate number of employees volunteer for the 4/10 Saturday Schedule, the Company will utilize such volunteers to fill its anticipated day shift Saturday need during the relevant four-month period. However, the Company will not be required to staff more than 50% of its anticipated day shift Saturday need with volunteers and may meet the balance of such need with employees assigned, on either a voluntary or involuntary basis, to a Tuesday through Saturday workweek.
- (f) Employees assigned to a 4/10 Saturday Schedule will operate throughout the shift as a one-person crew (4:30 p.m. doubling-up practices will not apply) unless the Company decides to pair up employees for all or part of the shift because of safety considerations, the nature of the work, or other reasons.

- (g) Notwithstanding any other provisions of this Agreement, employees assigned to a 4/10 Saturday Schedule will be paid their regular rate of pay (straight-time) for all hours worked on their 4/10 Saturday Schedule, including Saturday itself. They will receive time and one-half their regular rate of pay for hours worked in excess of ten on any day which is part of their 4/10 Saturday Schedule.
- (h) The treatment of employees assigned to a 4/10 Saturday Schedule for purposes of benefit and paid-time-off programs will be in accordance with the written procedure dealing with 10/40 Work Schedules in the Field Service Department and other departments (Exhibit N to the Memorandum of Offer of April 30, 2001), except as provided in Section 4 below. However, the parties agree that the Company has broad latitude to interpret and apply such written procedure so long as it achieves substantial fairness between employees assigned to traditional eight-hour-day work schedules and employees assigned to ten-hour-day work schedules.

**Section 4.** During a week in which there is a holiday recognized by the Company under Article IX, Section 11, employees assigned to a 4/10 Saturday Schedule will be reassigned to a Tuesday through Saturday workweek on the day shift. The following special conditions will apply to the holidays of such employees and all other employees assigned to a Tuesday through Saturday workweek.

- (a) If the Company observes a holiday on Monday, the employee will have his/her holiday on the next day, Tuesday.
- (b) If a holiday falls on Saturday, the employee will have his/her holiday on Saturday rather than on the preceding Friday.
- (c) In all other cases, the employee will have his/her holiday on the day specified in Article IX, Section 11.

**Section 5.** The following Sections of Article X will apply to employees assigned to the Tuesday through Saturday workweek: Sections 1, 2, 3, 5, 6, 7, 8, 9 and 10. Employees assigned to the Tuesday through Saturday workweek will not be eligible for any overtime rates of pay except as provided in these Sections.



**Section 6.** The Company may implement a Tuesday through Saturday schedule for the Fleet Department. Employees hired after May 1, 2013 may be assigned to that shift. Employees hired prior to May 1, 2013 may volunteer for that shift.

## **ARTICLE XII - OPERATIONS APPRENTICE CLASSIFICATION**

**Section 1.** The Company may utilize a classification of employees, titled “Operations Apprentice,” in accordance with the following:

**Section 2.** As used herein, the term “locations/departments” refers to North District, South District, Central District, Customer Compliance, Meter Reading, Meter Testing and Repair, and Fleet.

**Section 3.** Operations Apprentices are members of the bargaining unit and are required to join the Union and remain members in good standing, in accordance with Article I, Section 5 of this Agreement. As with other classifications, Gas Operations management will determine the complement of Operations Apprentices required at each location/department and on each recognized shift and work schedule.

**Section 4.** Operations Apprentices may be utilized to perform the following functions:

- (a) Meter reading
- (b) B-box monitors and smokestack surveys and remedial action including shutting valves, installing locks or plugs and removing meters
- (c) Shut-offs, both collection and normal, and meter removals on bars (up to 630 cfh, 1 ¼” outlet)
- (d) ERT installations, changes, and/or maintenance
- (e) Locating
- (f) Inside safety inspections
- (g) Leak surveys
- (h) Valve inspections (excluding “Network” valves)
- (i) Corrosion inspections
- (j) Exposed piping surveys
- (k) Entry-level work in the Fleet Section
  - i) Oil changes (cars, vans, pick-ups)
  - ii) Preventive maintenance work (fluid, bulb, and wiper replacement)

- iii) Garage clean-up
  - iv) Parts inventory (pick-up, receive, stock, and issue)
  - v) Tire maintenance, repair, and replacement (cars, vans, pickups)
- (l) Meter Testing and Repair entry-level tasks excluding
  - i) Partial repair of meters
  - ii) Special inspections
  - iii) Technical work involved in facility maintenance
  - iv) Accuracy tests
  - v) Adjust repairs to diaphragm meters
- (m) “Laborer” tasks in any operating department
- (n) Verification of “Gas Off” orders
- (o) As an additional employee in a Distribution crew of two or more persons
- (p) Working as the second employee in a Service crew
- (q) Classifying leaks as Class 1 or 2 when performing any of the above duties.
- (r) Sealing of the annular space at the service pipe entry inside the customer’s premises while performing an Inside Safety Inspection, the operations of valves while performing a valve inspection, and excavating access to and clearing of b-boxes only when such work does not require a City of Chicago work permit.

**Section 5.** Operations Apprentices may be required to work the night shift and the Tuesday through Saturday work schedule. However, employees on the payroll on April 30, 2005 will not be required to work the night shift or the Tuesday through Saturday work schedule as Operations Apprentices unless they are currently assigned to this shift or schedule. Operations Apprentices hired on or after May 1, 2005 will be assigned to the night shift or the Tuesday through Saturday work schedule on a reverse seniority basis in the absence of volunteers. Shop seniority (i.e. the time that an employee has spent working at a particular shop) will be used to determine OA shift assignments. However, for the purposes of determining the order of promotions, the OA seniority date will be used. In addition, for the purposes of determining vacation, the Company seniority date will be used. Any OA shift assignments made prior to 2008 will not be changed as a result of the decision to clarify when shop and OA seniority will be used.

**Section 6.** Operations Apprentices promoted into higher-rated classifications will be required to successfully complete a 180-day probationary period. If Gas Operations management decides, for any reason, that a former Operations Apprentice is not suitable for continued employment in the higher-rated classification, the former Operations Apprentice will be returned to the Operations Apprentice classification with no loss of classification seniority. The Company may take appropriate disciplinary action, up to and including discharge, for any misconduct which occurs during the probationary period, provided that the Union may file a grievance with respect to that disciplinary action under Article IV.

**Section 7.** Operations Apprentices will be required to have and maintain a valid driver's license, provided that this requirement will not apply to three employees without a driver's license on April 30, 2005. These three employees will be assigned to work as a helper on a Service crew, one in each District.

**Section 8.** As the Company determines appropriate or necessary, Operations Apprentices may be temporarily transferred from one location/department to another. The Company will notify the Union of specifics of the project/workload related to the transfers, the names of the transferees, and the date they will begin work at the location transferred. Management will post, one week in advance, the number of Operations Apprentices required to transfer on a temporary basis, the location(s)/department(s) to which the temporary transfer will be made, the location(s)/department(s) determined by Gas Operations management to have surplus employees, and the shift to which the transferred Operations Apprentices will be assigned. Operations Apprentices at the locations/departments determined by Gas Operations management to have surplus employees may volunteer on a seniority basis to transfer. If there are insufficient volunteers, then Operations Apprentices at the locations/departments determined by Gas Operations management to have surplus employees may be required to transfer on a reverse seniority basis, but this requirement will be limited to Operations Apprentices hired after May 1, 2005. Temporary transfers will be for a period no longer than eight (8) weeks during a rolling twelve (12) month period. Should the project/workload be extended, volunteers may remain at the transferred location for an additional eight (8) week period. Prior to a subsequent eight (8) week period extending the project/workload, original volunteers will be solicited to continue.

**Section 9.** During the months of November through April, one Operations Apprentice from each location may be reassigned to Meter Testing and Repair, and one additional Operations Apprentice from each location may be reassigned to Fleet. Volunteers will be given first preference on a seniority basis. If there are insufficient volunteers, Operations Apprentices will be reassigned on a reverse seniority basis, excluding those on the night shift or the Tuesday through Saturday work schedule.

**Section 10.** An Operations Apprentice who is promoted to a higher rated classification may elect to return voluntarily to the Operations Apprentice classification within fourteen (14) calendar days from the date of the promotion without loss of classification seniority.

**Section 11.** The number of Operations Apprentices, including employees in the "Operations Apprentice-Temporary" classification, shall not exceed 220 at any time.

**Section 12.** The Company and Union agreed that prior to attending the Service component of Utility Worker training, candidates selected to attend the class will be assigned the following tasks to gain experience on the job requirements:

- (a) One (1) week as a helper to a fitter on the day shift.
- (b) One (1) week as a helper on the night shift.
- (c) Two (2) weeks assigned to any Service employee performing (turn-on) routes.

**Section 13.** The Company may assign Operations Apprentices in Meter Reading to an after-hours shift for the purpose of driving a specialized automated meter reading (AMR) vehicle and any associated duties. The shift times may be 1:30 p.m. to 10:00 p.m.; 2:30 p.m. to 11:00 p.m.; 3:30 p.m. to midnight; 7:00 p.m. to 3:30 a.m.

Night shift differential will apply to these shifts.

## **ARTICLE XIII - UTILITY WORKER CLASSIFICATION**

**Section 1.** The Company may utilize a classification of employees, titled Utility Workers (UW). Utility Workers will perform all job duties as assigned from the traditional Field Service and Distribution Department tasks. Newly hired Utility Workers, or employees progressed into the Utility Worker classification, will be required to complete up to a 180-day probationary period.

**Section 2.** Utility Workers are members of the bargaining unit and are required to join the Union and remain members in good standing, in accordance with Article I, Section 5 of this Agreement. As with other classifications, the Company will determine the complement of Utility Workers required in each location/department and for each recognized shift and work schedule.

**Section 3.** Utility Workers must successfully pass a Physical Abilities Test (PAT) and the applicable qualification testing, as determined by the Company. Utility Workers will perform all job duties as assigned from the traditional Field Service and Distribution Department tasks. Job duties will be assigned based on Company initiated qualifications instead of job classifications or historical restrictions.

**Section 4.** The Company may utilize Utility Workers for any of these start times: 6:00 a.m.; 6:30 a.m.; 7:00 a.m.; 8:00 a.m.; 10:00 a.m.; 1:30 p.m.; 3:30 p.m.; midnight. Work weeks may be Monday-Friday; Tuesday-Saturday; Wednesday-Saturday (voluntary per Article XI Section 3); Monday-Thursday; Tuesday-Friday.

**Section 5.** On an annual basis, the Company will collect shift preferences from the Utility Workers at each district. Shift assignments will be made based on the individual's seniority rank and qualifications. The Company will determine the staffing level for shift times as well as work tasks and locations. Temporary changes in assignment of one week or less may be made without regard to seniority ranking/preferences.

Utility Workers who have successfully promoted to Journeyman UW may be assigned to the night shift performing leak response / first responder tasks and other tasks, provided the employee has a minimum of one year experience after successfully completing the associated OQ training.

**Section 6.** Employees assigned to perform Company work may be required to report directly to any job site or report out of a different shop on a temporary basis while still maintaining "home shop" seniority, overtime, and vacation rights.

**Section 7.** PTO will be scheduled based on the Utility Worker's qualifications and Company seniority, following the existing policy in Appendix II. Within each district, Utility Workers - Over 6 Years and below will be treated as one group for PTO scheduling purposes; Journeyman Utility

Worker and above will be treated as a separate group for PTO scheduling purposes; and Utility Worker Lead will be treated as another separate group for PTO scheduling purposes.

**Section 8.** Utility Workers will have 6 months to obtain their CDL license, which may be extended based on Company capacity to provide such training. CDL Hazardous Materials Endorsement will be voluntary, as long as the Company has a sufficient number of volunteers.

The Company will maintain 3rd party licensing requirements by utilizing Local 18007 certified CDL licensed instructors, if available and qualified.

**Section 9.** The UW seniority ranking will be jointly maintained by the Company and Union, with a seniority list updated and posted on a regular basis.

**Section 10.** The Company may create crews comprised of qualified Utility Worker employees, performing required work. There are no limitations relating to number of meters or pipe size as it relates to work performed; any qualified Utility Worker employee may perform required work.

**Section 11. Training and Testing:**

All levels of UW's who, as part of a training class, fail written testing on three or less subjects/tasks will be scheduled to retest and pass within fourteen (14) calendar days. If the employee passes all retests, the employee's UW seniority ranking will not be affected. All levels of UW's who, as part of a training class, fail practical testing on three or less subjects/task will be scheduled to retest within thirty (30) calendar days. Employees shall receive additional training in the area of failure. Training can be, but is not limited to: a ride along, procedures, study aides (Power Points), or additional hands-on training with a Field Trainer or Temporary Union Instructor (TUI).

All levels of UW's who, as part of a training class, fail four or more written subjects/tasks will be scheduled to retest and pass within thirty (30) calendar days. If the employee passes all retests, that employee's UW seniority ranking will be adjusted within their (upgrade) training class. All levels of UW's who, as part of a training class, fail practical testing on four or more subjects/tasks will be scheduled to retest within forty-five (45) calendar days.

Employees shall receive additional training in the area of failure. Training can be, but is not limited to: a ride along, procedures, study aides

(Power Points), or additional hands-on training with a Field Trainer or Temporary Union Instructor (TUI).

UW Leads who fail to qualify or requalify in additional OQ tasks but remain qualified in base UW OQ tasks, Leak Investigation OQ tasks, First Responder OQ tasks, and Core UW Lead OQ tasks will maintain their job classification but their seniority ranking will be reset to the bottom of the seniority list.

UW Leads who fail to requalify in core UW Lead OQ tasks but remain qualified in Base UW OQ tasks, Leak Investigation and First Responder OQ tasks will be regressed to the entry level Journeyman UW job classification with their wages being re-set and their seniority ranking reset to the bottom of the seniority list.

UW Leads who fail to requalify in Leak Investigation OQ tasks or First Responder OQ tasks but remain qualified in Base UW OQ tasks will be regressed to UW – Over 6 years, being slotted into the seniority ranking as the lowest ranked UW - Over 6 years within their shop, and wages set to the UW-Over 6 years level.

UW Leads shall receive additional training before regulator and rotary qualification testing. Training can be, but is not limited to: a ride along, procedures, study aides (Power Points), or additional hands-on training with a Field Trainer or Temporary Union Instructor (TUI).

UW Leads who fail to requalify in base UW OQ tasks will be regressed to base UW title and pay. Regression to the entry-level classification will result in affected employee's UW seniority being reset and moved to bottom of the UW seniority list.

Utility Workers – Over 6 Years and below who fail to qualify or requalify in any OQ tasks (except as part of upgrade testing for Journeyman UW) will be regressed to base UW title and pay. Regression to the entry-level classification will result in affected employee's UW seniority ranking being reset and moved to bottom of the UW seniority list.

Journeyman UW's and above who fail to qualify or requalify in additional tasks but remain qualified in base UW OQ and Leak Investigation and First Responder OQ tasks will be regressed to Journeyman UW, with their seniority ranking and wage reset.

Journeyman UW's and above who fail to requalify in Leak Investigation and First Responder OQ tasks but remain qualified in base OQ tasks will be regressed to UW – Over 6 years, being slotted into the seniority ranking as the lowest ranked UW – Over 6 years within their shop, and wages set to the UW – Over 6 years level.

Journeyman UW's and above who fail to requalify in base OQ tasks will be regressed to base UW title and pay. Regression to the entry-level classification will result in affected employee's UW seniority being reset and moved to bottom of the UW seniority list.

All employees in the Utility Worker job family who have been regressed to a lower job classification by failing to requalify in OQ tasks, will have one additional opportunity to pass qualification testing and regain their job classification, seniority and rate of pay.

Employees at the base UW entry-level classification and cannot pass base OQ testing or subsequent retesting may be subject to regression to a lower classification or termination.

Employees who back-out or fail upgrade testing will be ineligible to attend the same upgrade training and testing for at least 12 months. The date is 12 months from either the back-out date or date of the employee's last failure.

**Section 12.** The Company and Union agree to discuss opportunities for utilizing P4A training trust resources as a supplement to training resource needs at PETC.

The Company and the Union agree to discuss ideas for more targeted training and operator qualifications for the Utility Worker classifications as they are assigned work tasks within the Utility Worker progression and Journeyman Utility Worker progressions within 6 months of the signed Tentative Agreement.



## **ARTICLE XIV - MANAGEMENT RESPONSIBILITIES**

Except as in this Agreement expressly limited, the management of the Company and the direction of the working forces covered herein, including the determination of the adequacy of supervision, the right to hire, suspend, discharge for proper cause, discipline, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, shall continue to be vested in the Company. However, the Union may exercise its right to present grievances in accordance with Article IV for claimed wrongful suspensions, discharges, discipline, demotions, transfers, layoffs, or promotions within the unit.

## **ARTICLE XV – MAINTENANCE OF BENEFITS**

Economic benefit programs, which were in effect on the effective date of this Agreement, and which are not specifically provided for or abridged by this Agreement, will continue to effect under conditions upon which they had been previously granted, throughout the life of this Agreement, unless altered by mutual consent of the Company and the Union. Expressly excluded in this agreement are vendor, administrative, and economical and financial management changes which can be made by the Company so long as they do not impact the level of each benefit program. The Company will commit to communicating/notifying vendor, administrative and economical and financial changes in advance of them being made.

The Company agrees that wages, hours and working conditions are mandatory subjects of bargaining. The Union agrees that the Company may make reasonable changes to policies and work rules so long as they do not impact mandatory subjects of bargaining. The Company will commit to communicating/notifying changes in advance of them being made.

Any disputes under these provisions will be resolved under Article IV of the Labor Agreement.

## **ARTICLE XVI - HIRING PATHS AND PRACTICES**

**Section 1.** The Company and the Union agree to the creation of a joint team to focus on recruiting and retention of the PW workforce.

The parties agree to extend the Dawson UMAP Program through the term of Agreement.

**Section 2.** Create a potential path to regular employment based upon business need, the ability to perform the work, the seniority of each of the eligible candidates and performance. Project Worker to Utility Worker Training Program

The Company and the Union agree to discuss future PW to UW upgrade opportunities for the remainder of the contract term – based on evolving business needs and employee attrition.

**Section 3.** In the fourth quarter of 2024 and each subsequent year of the Agreement, the parties agree to meet to discuss the effectiveness of the Dawson and PW to UW programs.

Statistics and data related to recruiting and staffing; retention; attrition; training cost and testing results will be reviewed. Adjustments to scheduling, class sizes or other recruiting and training adjustments can be made with the agreement of all signatory parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their officers thereunto duly authorized all on the day and year first above written.

THE PEOPLES GAS LIGHT AND COKE  
COMPANY

  
Salvador F. Arana  
Vice President, Operations PGL & NSG

  
Charles H. Wagner  
Manager, HR Business Strategy

  
Charles Graham  
Director, Field Support Services

  
Vipul Kapoor  
Area Manager

  
Alan Weber  
Area Manager

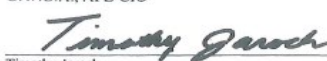
  
Christina Castellanos  
Operations Manager

  
Gabriel Salamanca  
Manager, Workforce Strategy

  
Karl Frisk  
Manager, Customer Service


  
Amber Tucker  
Sr. HR Consultant

GAS WORKERS UNION: LOCAL 18007,  
U.W.U.A., AFL-CIO

  
Timothy Jaroch  
President

  
Adrian Dueñas  
Business Manager

  
Arnell Newman  
Vice President and Treasurer

  
Donato Iocco  
Recording Secretary

  
Jason Carter  
Senior Trustee

  
Lawrence Carella  
Trustee

  
Sean Gaurige  
Trustee

  
James Gennett  
Senior National Rep. Region II  
UWUA, AFL-CIO

## **EXHIBIT I**

### **CLASSIFICATION OF POSITIONS**

**and**

### **SCHEDULE OF RATES**

#### **PRODUCTION, CLERICAL AND MAINTENANCE EMPLOYEES**

<b>May 1, 2023</b>	<b>4.40%</b>
<b>May 1, 2024</b>	<b>4.10%</b>
<b>May 1, 2025</b>	<b>3.00%</b>
<b>May 1, 2026</b>	<b>3.00%</b>
<b>May 1, 2027</b>	<b>3.00%</b>

**EXHIBIT I****OPERATIONS DIVISION****NORTH, SOUTH, CENTRAL DISTRICTS, FLEET MANAGEMENT, MATERIALS MANAGEMENT, GAS  
OPERATIONS SECTIONS**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Project Worker	22.50	23.42	24.12	24.84	25.59
Operations Apprentice - Temporary (a)	22.50	23.42	24.12	24.84	25.59
Operations Apprentice - First 2 Years	26.48	27.57	28.40	29.25	30.13
Operations Apprentice - Over 2 Years	28.13	29.28	30.16	31.06	31.99
Operations Apprentice - Over 4 Years	30.10	31.33	32.27	33.24	34.24
Operations Apprentice - Over 6 Years	32.81	34.16	35.18	36.24	37.33

- (a) This rate paid to employees hired on a temporary basis for summer employment. Such employees are not eligible for paid holiday allowances or any other paid absent time allowed.

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)****OPERATIONS DIVISION****NORTH, SOUTH, CENTRAL DISTRICTS, GAS OPERATIONS SECTIONS**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Utility Worker (a)	30.10	31.33	32.27	33.24	34.24
Utility Worker - Over 2	33.85	35.24	36.30	37.39	38.51
Utility Worker - Over 4 Years	36.13	37.61	38.74	39.90	41.10
Utility Worker - Over 6 Years	38.99	40.59	41.81	43.06	44.35
Journeyman Utility Worker (b)(d)	41.02	42.70	43.98	45.30	46.66
Journeyman Utility Worker - Over 2 Years	43.10	44.87	46.22	47.61	49.04
Journeyman Utility Worker - Over 4 Years	45.14	46.99	48.40	49.85	51.35
Service Utility Worker	47.27	49.21	50.69	52.21	53.78
Service Utility Worker- Over 1	48.33	50.31	51.82	53.37	54.97
Service Utility Worker - Over 3	51.48	53.59	55.20	56.86	58.57
Utility Worker Lead (c)	53.58	55.78	57.45	59.17	60.95

- a) Must pass a physical abilities test to enter position, unless previously passed applicable test. Upon entering position, must complete up to 180 day probationary period.
- b) Entry into Journeyman classification will be based on upon Company need. Movement into the Journeyman position requires successful testing and passing for OQ tasks for Inside Leak Investigation & Repair as well as First Responder duties.
- c) Promotion into Utility Worker Lead will be based on Company determined need. Qualifications will include no corrective action suspension of 8 hours or more in the last 24 months, as well as the demonstrated ability to fully comply with Company rules, procedures, and policies. Qualification also includes the ability to perform all required tasks.
- d) Qualifications for entry into Journeyman Utility Worker will include no corrective action of more than 8 hours in the last 12 months and the ability to perform all required tasks.

See Appendix VI for a list of UW duties

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)**

**DISTRIBUTION DEPARTMENT**

**NORTH, SOUTH, AND CENTRAL DISTRICT SHOPS**

Position	Regular Hourly Rate				
	Effective May 1, 2023	Effective May 1, 2024	Effective May 1, 2025	Effective May 1, 2026	Effective May 1, 2027
Gas Mechanic (a)	32.81	34.16	35.18	36.24	37.33
Gas Mechanic - Over 2 Years	34.67	36.09	37.17	38.29	39.44
Gas Mechanic - Over 4 Years (b)	37.30	38.83	39.99	41.19	42.43
Gas Mechanic - Over 6 Years	39.10	40.70	41.92	43.18	44.48
Gas Mechanic - Over 8 Years	41.28	42.97	44.26	45.59	46.96
Gas Mechanic - Over 10 Years	47.27	49.21	50.69	52.21	53.78
Carpenter	51.48	53.59	55.20	56.86	58.57
Equipment Operator No. 1	51.54	53.65	55.26	56.92	58.63
Crew Leader, Distribution (Reserve)	53.06	55.24	56.90	58.61	60.37
Crew Leader, Distribution	53.58	55.78	57.45	59.17	60.95
Crew Leader, Distribution (c)	54.15	56.37	58.06	59.80	61.59
Crew Leader, Distribution (d)	55.58	57.78	59.45	61.17	62.95
Welder-in-Training	41.10	42.79	44.07	45.39	46.75
Maintenance Mechanic No. 2	41.10	42.79	44.07	45.39	46.75
Maintenance Mechanic No. 1	44.42	46.24	47.63	49.06	50.53
Welder	51.54	53.65	55.26	56.92	58.63
Crew Leader, Welding	52.39	54.54	56.18	57.87	59.61
Crew Leader, Welding (c)	52.96	55.13	56.78	58.48	60.23
Street Mechanic No. 1 (e)	49.48	51.51	53.06	54.65	56.29
Mechanic Operator (f)	51.48	53.59	55.20	56.86	58.57
Tapping Mechanic	52.95	55.12	56.77	58.47	60.22



## **EXHIBIT I (Continued)**

### **DISTRIBUTION DEPARTMENT NORTH, SOUTH, AND CENTRAL DISTRICT SHOPS**

---

- (a) Must pass a physical abilities test to enter position. Upon entering position, must successfully complete training and testing requirements and thereafter complete a 180 day probationary period. Must obtain a "Class A" commercial driver's license with hazardous materials endorsement within six months of entering this position. An employee who does not obtain such a license will be returned to the Operations Apprentice classification with no loss of classification seniority.
- (b) Must successfully complete training and testing requirements for covered tasks in the Gas Mechanic position to qualify for this rate.
- (c) Rate paid to Crew Leader, Distribution, and Welder when installing new main 12" in diameter or larger.
- (d) Rate paid to Crew Leader, Distribution when assigned to perform Field Trainer duties.
- (e) No employees may enter this position after May 1, 1998.
- (f) No employees may enter this position after May 1, 2001.

Gas Mechanic – Over 10 Years rate will be minimum rate paid for all work in main tunnels under rivers.

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)**  
**GAS OPERATIONS SECTION**

Position	Regular Hourly Rate				
	Effective May 1, 2023	Effective May 1, 2024	Effective May 1, 2025	Effective May 1, 2026	Effective May 1, 2027
Utility Worker - Temporary (a)	22.50	23.42	24.12	24.84	25.59
Utility Worker/Vault Specialist - Over 2 (b)(c)	32.81	34.16	35.18	36.24	37.33
Utility Worker/Vault Specialist - Over 4	34.87	36.30	37.39	38.51	39.67
Utility Worker/Vault Specialist - Over 6	36.94	38.45	39.60	40.79	42.01
Utility Worker/Vault Specialist - Over 8	38.99	40.59	41.81	43.06	44.35
Journeyman Utility Worker/Vault Specialist	41.02	42.70	43.98	45.30	46.66
Journeyman Utility Worker/Vault Specialist - Over 2	43.10	44.87	46.22	47.61	49.04
Journeyman Utility Worker/Vault Specialist - Over 4	45.14	46.99	48.40	49.85	51.35
Senior Utility Worker/Vault Specialist	47.27	49.21	50.69	52.21	53.78
Vault Mechanic I	51.48	53.59	55.20	56.86	58.57
Station Mechanic	51.48	53.59	55.20	56.86	58.57
Electrician	51.48	53.59	55.20	56.86	58.57

- (a) This rate paid to employees hired on a temporary basis for summer employment. Such employees are not eligible for paid holiday allowances or any other paid absent time allowed.
- (b) Upon entering position, must successfully complete a 180-day probationary period.
- (c) Must successfully complete training and testing requirements for covered tasks in the Vault Mechanic II UW/VS Over 2 position to qualify for this rate.

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)****FLEET MANAGEMENT SECTION**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Auto Mechanic	37.07	38.59	39.75	40.94	42.17
Auto Mechanic - Over 2 Years	41.28	42.97	44.26	45.59	46.96
Auto Mechanic - Over 4 Years	45.62	47.49	48.91	50.38	51.89
Auto Mechanic - Over 6 Years	51.77	53.89	55.51	57.18	58.90
Garage Crew Leader	53.13	55.31	56.97	58.68	60.44
Auto Mechanic (a)	52.48	54.63	56.27	57.96	59.70
Fleet Assistant- First 2 Years	26.48	27.57	28.40	29.25	30.13
Fleet Assistant- Over 2 Years	28.13	29.28	30.16	31.06	31.99
Fleet Assistant- Over 4 Years	30.10	31.33	32.27	33.24	34.24
Fleet Assistant- Over 6 Years	32.81	34.16	35.18	36.24	37.33

(a) Rate paid to Auto Mechanic when replacing Supervisor, Fleet.

All time-step increases subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)**

**FIELD SERVICE DEPARTMENT  
NORTH, SOUTH, AND CENTRAL DISTRICT SHOPS**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Service Specialist	38.11	39.67	40.86	42.09	43.35
Service Specialist - Over 2 Years	39.48	41.10	42.33	43.60	44.91
Senior Service Specialist No. 2	47.27	49.21	50.69	52.21	53.78
Senior Service Specialist No. 1	51.48	53.59	55.20	56.86	58.57
Senior Service Specialist No. 1 (a)	53.48	55.59	57.20	58.86	60.57

(a) Rate paid to Senior Service Specialist No. 1 when assigned to perform Field Trainer duties.

All time-step increases subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)****METER TESTING AND REPAIR SECTION**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Meter Prover	41.28	42.97	44.26	45.59	46.96
Meter Mechanic	44.47	46.29	47.68	49.11	50.58
Master Meter Mechanic	51.57	53.68	55.29	56.95	58.66
Tool Repairer I	41.28	42.97	44.26	45.59	46.96
Tool Repairer II	44.47	46.29	47.68	49.11	50.58
Tool Repair Specialist	49.38	51.40	52.94	54.53	56.17
Tool Keeper	49.38	51.40	52.94	54.53	56.17
Blacksmith	51.48	53.59	55.20	56.86	58.57
Electrician	51.48	53.59	55.20	56.86	58.57
Machinist	51.48	53.59	55.20	56.86	58.57
Welder	51.54	53.65	55.26	56.92	58.63
Mtr Shop/Tool Room Laborer	28.13	29.28	30.16	31.06	31.99
Mtr Shop/Tool Room Laborer II	30.10	31.33	32.27	33.24	34.24
Mtr Shop/Tool Room Laborer III	32.81	34.16	35.18	36.24	37.33
Mtr Shop/Tool Room Laborer IV	35.44	36.89	38.00	39.14	40.31
Mtr Shop/Tool Room Laborer V	38.10	39.66	40.85	42.08	43.34
Facilities Mechanic - First 2 Years	41.28	42.97	44.26	45.59	46.96
Facilities Mechanic - Over 2 Years	42.54	44.28	45.61	46.98	48.39
Facilities Mechanic - Over 4 Years	46.80	48.72	50.18	51.69	53.24
Facilities Mechanic - Over 6 Years	51.48	53.59	55.20	56.86	58.57

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)**  
**MATERIALS MANAGEMENT SECTION**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Operations Apprentice - Temp (a)	22.50	23.42	24.12	24.84	25.59
Material Handler (b)	27.10	28.21	29.06	29.93	30.83
Material Handler - Over 1 Year	31.26	32.54	33.52	34.53	35.57
Material Handler - Over 2 Years	34.74	36.16	37.24	38.36	39.51
Material Handler - Over 3 Years	38.91	40.51	41.73	42.98	44.27
Material Handler - Over 4 Years	43.05	44.82	46.16	47.54	48.97
Material Deliverer	44.54	46.37	47.76	49.19	50.67
Lead Material Handler	45.46	47.32	48.74	50.20	51.71
Tool Keeper	49.38	51.40	52.94	54.53	56.17

- (a) This rate paid to employees hired on a temporary basis for summer employment. Such employees are not eligible for paid holiday allowances or any other paid absent time allowed.
- (b) Upon entering position, must successfully complete 180-day probationary period.

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT I (Continued)**

**SYSTEM INTEGRITY DEPARTMENT**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Project Worker*	22.50	23.42	24.12	24.84	25.59
Operations Apprentice - Temp (a)	22.50	23.42	24.12	24.84	25.59
Operations Apprentice - First 2 Years	26.48	27.57	28.40	29.25	30.13
Operations Apprentice - Over 2 Years	28.13	29.28	30.16	31.06	31.99
Operations Apprentice - Over 4 Years	30.10	31.33	32.27	33.24	34.24
Operations Apprentice - Over 6 Years	32.81	34.16	35.18	36.24	37.33

\* In addition to Operations Apprentices, Project Workers also perform locating work and will be assigned locating work within Operations and/or System Integrity at (the established Project Worker wage). The Project Worker remains in the Operations Division and can be assigned to all Departments with the Division, including but not limited to System Integrity.

- (a) This rate paid to employees hired on a temporary basis for summer employment. Such employees are not eligible for paid holiday allowances or any other paid absent time allowed.

All time-step increases are subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**EXHIBIT 1 (Continued)****CLERICAL EMPLOYEES**

Position	Regular Hourly Rate				
	Effective	Effective	Effective	Effective	Effective
	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
Clerk - Temporary (a)	21.49	22.37	23.04	23.73	24.44
Clerk	25.23	26.26	27.05	27.86	28.70
Clerk - Over 2 Years	28.06	29.21	30.09	30.99	31.92
Clerk - Over 4 Years	31.53	32.82	33.80	34.81	35.85
Clerk - Over 6 Years	34.34	35.75	36.82	37.92	39.06
Clerk - Over 8 Years	37.79	39.34	40.52	41.74	42.99
Clerk - Over 10 Years (b)	41.26	42.95	44.24	45.57	46.94

- (a) This rate paid to employees hired on a temporary basis for summer employment. Such employees are not eligible for paid holiday allowances or any other paid absent time allowed.
- (b) Employees with an hourly rate exceeding the Clerk – Over 10 Years rate will have their rates of pay frozen until the Clerk – Over 10 Years rate equals or exceeds their frozen rate.

All time-step increases subject to satisfactory performance. Any combination of absences from normal duties because of personal illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).



## APPENDIX I

### PAID TIME OFF (PTO) BANK PLAN

Effective January 1, 2002

#### **Purpose of PTO**

PTO Bank Days allow employees to take paid-time-off for vacations, personal business, illnesses of family members, funerals of friends or relatives who are not immediate family members, religious observances, and school visitation. In addition, PTO Bank Days provide paid-time-off for certain absences because of non-occupational sickness or injuries ("sickness absences").

#### **Earning PTO Bank Days – Full-Time Employees**

PTO Bank Days, each consisting of eight hours of paid-time-off, are earned on a current, service anniversary year basis. Employees who will complete one or more years of Company Service during a calendar year will receive an allotment of PTO Bank Days which may be used during that calendar year in accordance with the schedule below:

<u>Years of Company Service Completed in the Calendar Year</u>	<u>PTO Bank Days</u>
1 through 4	18
5 through 9	22
10 through 14	25
15 through 19	28
20 through 24	31
25 through 29	35
30 or more	36

Notwithstanding the foregoing, employees who have 25 or more years of Company Service as of December 31, 1998, will receive an allotment of 38 PTO Bank Days in the year in which they complete 30 years of Company Service and in each subsequent year.

### **Earning PTO Bank Days – Part-Time Employees**

Part-time employees earn PTO Bank Days on a prorated basis (i.e., based on the ratio that their scheduled work hours at the beginning of a calendar year bear to a full-time work schedule). For example, an employee who is scheduled to work 20 hours per week as of the beginning of a calendar year will receive an allotment of PTO Bank Days which is one-half the allotment which will be received by a full-time employee with the same number of years of Company Service.

### **Earning PTO Bank Days-Project Workers**

Existing Project Workers, upon ratification, would receive three (3) days of PTO for the 2023 calendar year. 3 PTO days to be allocated every calendar year thereafter.

Any new Project Workers hired after ratification would receive 3 days of PTO after completing the first service anniversary. 3 days of PTO every calendar year thereafter.

### **Using PTO Bank Days**

PTO Bank Days may be used when employees experience scheduled absences, sickness absences, and other approved unscheduled absences, in accordance with the terms set forth below. PTO Bank Days will be deducted from an employee's PTO Bank based on the amount of time he/she was absent from his/her normal schedule of work. For example, if an employee's normal schedule is five eight-hour workdays per week, one PTO Bank Day will be deducted for each full day of absence taken under this Plan. If an employee's normal schedule is four ten-hour days per week, one and one-fourth PTO Bank Days will be deducted for each full day of absence taken under this Plan. If an employee's normal schedule is five four-hour days per week, one-half of a PTO Bank Day will be deducted for each full day of absence taken under this Plan. If an employee, regardless of his/her normal schedule, is absent for a partial day under this Plan, the number of hours of absence will be deducted from his/her PTO Bank.

## **Using the PTO Bank Before Fully Earning It**

Newly hired employees are eligible to use their first annual PTO Bank allotment after completing one year of service. PTO Bank Days are earned during the period from one service anniversary to another. Employees with more than one year of Company Service may begin taking PTO Bank Days starting on January 1 of each calendar year even though they have not completed earning the total number of days.

## **Accumulating PTO Bank Days**

Employees may carry over up to 20 PTO Bank Days from one calendar year to the next. However, the maximum number of days that an employee may have in his/her PTO Bank is 20 more than the allotment of days attributable to the current calendar year.

Employees hired as regular, full-time employees effective May 1, 2023 may carry over up to 15 PTO Bank Days from one calendar year to the next however the maximum number of days that an employee may have in his/her PTO Bank is 15 more than the allotment of days attributable to the current calendar year.

Seasonal Employees hired prior to May 1<sup>st</sup> 2023, upon being hired as regular, full-time employees may carry over up to 20 PTO Bank Days from one calendar year to the next. However, the maximum number of days that an employee may have in his/her PTO Bank is 20 more than the allotment of days attributable to the current calendar year.

Project Workers can rollover unused PTO days until reaching the established PTO rollover limit.

Upon upgrading to a full-time position, employees will be allotted the difference between their unused PTO as a Project Worker and the negotiated PTO days as noted in Appendix 1 of the CBA for Years of Company Service Completed in the Calendar Year, so not to exceed that total PTO Bank Days.

## **Scheduled PTO Bank Absences**

Each department will implement a PTO Bank program, which will enable employees to schedule absences during the course of the year in a way that will not unduly interfere with the department's operations. Continuous

scheduled PTO Bank absences in excess of three weeks will not be allowed except in unusual circumstances and with the approval of the department head.

The Company may limit the number of employees who may be off on any given day to prevent an interference with the Company's business operations, provided that in the case of Columbus Day, Juneteenth or Dr. Martin Luther King's Birthday, the Company may limit the number of employees who may be off only to assure that a normal holiday complement is present. If more employees request a given day off than can be released from work, preference will be given on the basis of Company seniority within classification.

Notwithstanding any other provision of this Plan, the Company shall, subject to operating requirements, endeavor to avoid scheduling PTO Bank absences for the months of January, February, and December, and shall give each employee at least 30 days' advance notice of the period scheduled for his/her regular scheduled PTO Bank absence. However, an employee at his/her own request may be granted a scheduled PTO Bank absence during such months.

Employees may use PTO Bank Days in hourly increments, subject to the approval of the department head. Department heads may restrict PTO Bank absences to full-day increments if smaller increments would unduly interfere with the department's operations.

If a holiday observed by the Company occurs during an employee's scheduled PTO Bank absence, and if the employee would have been eligible for holiday pay for the holiday if he/she had not been absent for a scheduled PTO Bank absence, then the employee will be given an extra PTO Bank Day for the calendar year in which the absence occurs.

## **Sickness Absences**

If an employee has not previously experienced a sickness absence lasting more than five days during the calendar year, he/she will be paid for the first five days of the absence from his/her PTO Bank, and the sixth day and any subsequent days of the absence will be paid from the Sickness Benefit Plan, subject to the terms and conditions of that Plan. If the employee does not have enough PTO Bank Days to be paid for some or all of the first five days of the absence, he/she will be paid the PTO Bank Days which are available, and the remaining day or days will be unpaid. A sickness absence will be considered to have occurred during the calendar year in which the absence begins. In the case of an employee whose normal schedule of work is other than five days per week and eight hours per day, he/she will be paid for the first forty hours of the absence from his/her PTO Bank, and the waiting period for benefits under the Sickness Benefit Plan will be forty hours.

If the employee has previously experienced a sickness absence lasting more than five days for which he/she received benefits under the Sickness Benefit Plan during the calendar year, he/she will be paid for the first two days of the absence from his/her PTO Bank, and the third day and any subsequent days of the absence will be paid from the Sickness Benefit Plan, subject to the terms and conditions of that Plan. If the employee does not have enough PTO Bank Days to be paid for one or both of the first two days of the absence, he/she will be paid any PTO Bank Day which is available, and the remaining day or days will be unpaid. In the case of an employee whose normal schedule of work is other than five days per week and eight hours per day, he/she will be paid for the first sixteen hours of the absence from his/her PTO Bank, and the waiting period for benefits under the Sickness Benefit Plan will be sixteen hours.

An employee who experiences a sickness absence must report such absence as early as possible on the first day of the absence to the person designated by the department head to receive such reports ("the designated person"). Failure to make this report will result in the non-payment of benefits from the PTO Bank and/or the Sickness Benefit Plan, and for such other action as the Company may consider appropriate. An employee who becomes sick or injured during a scheduled PTO Bank absence must promptly notify the designated person. The five-day or two-day waiting period for benefits under the Sickness Benefit Plan will commence on the day of such notice.

## **Other Unscheduled Absences**

An employee requesting an unscheduled PTO Bank absence must make the request to the designated person as early as possible. Department heads may deny the requested absence and/or the use of PTO Bank Days for the absence.

## **Payment Upon Termination of Employment**

Employees who terminate their service with the Company will be paid for their earned and unused PTO Bank Days. This payment will be calculated as follows:

Current Year Accrual: Multiply the total number of PTO Bank Days the employee would have been eligible for in the current year by the number of full calendar months the employee has worked since his/her Company service anniversary date in the prior year (up to a maximum of 12) and divide the product by 12. Subtract from this figure any current year PTO Bank Days the employee has already taken. (An employee who terminates service for any reason other than discharge before reaching his/her service anniversary date during the current year may be eligible for an additional allowance under the Termination Allowance Plan for the value of his/her current year PTO Bank Days which have not been earned or used.)

Next Year Accrual: Multiply the total number of PTO Bank Days the employee would have been eligible for in the next year by the number of full calendar months, if any, the employee has worked since his/her Company service anniversary date in the current year, and divide the product by 12.

## **Unused PTO for Project Worker upon Separation**

There will be no PTO compensation payout to Project Workers for unused PTO whether for seasonal layoff, no-recall from layoff, termination, or PW's resignation or job abandonment for not reporting back from layoff recall.

## **Other Regulations**

Approved leaves of absence without pay, military leaves, sickness absences, absences for jury service, and other excused absences shall not affect an employee's eligibility for PTO Bank Days, except to the extent that a leave of absence may affect the determination of an employee's length of service under the Company's Regulations for Determining Service.

Employees will receive paid time away from work (at regular base wage) when subpoenaed as a witness. Employees who must appear in court for personal matters must use PTO or request unpaid time off.

The corporate policy and applicable state law will be applied to requests for time away from work for voting. The Company reserves the right to amend the policy.

Benefits under this Plan may not be used to duplicate benefits which an employee is entitled to receive for an absence under any law or other Company benefit plan or policy.

## **Definitions**

The term "pay" shall mean the salary or wage which the employee would have received for the period involved on the basis of his/her normal schedule of work.

Other terms used in this Plan shall have the meaning set forth in the Company's Regulations for Determining Service.

## **Employees Transferred to and from Associated Corporations**

An employee who is transferred to an associated corporation (except for Peoples Energy Services Corporation) is not eligible to receive any further benefits under this Plan, including but not limited to the benefits which are paid to employees who terminate their service. An employee who is transferred to Peoples Energy Services Corporation will be treated as an employee who has terminated his/her service as of the date of the transfer and will be paid for his/her earned and unused PTO Bank Days in accordance with the provisions of this Plan.

An employee who is transferred from an associated corporation (except for Peoples Energy Services Corporation) will be entitled to an

allotment of PTO Bank Days hereunder in the calendar year of such transfer. The “years of Company Service” of the transferred employee will be determined in accordance with the Company’s Regulations for Determining Service. The allotment of PTO

Bank Days hereunder will be reduced by the number of PTO Bank Days which the employee used from an allotment of PTO Bank Days made by the associated corporation (except for Peoples Energy Services Corporation) for the same calendar year. An employee who is transferred from Peoples Energy Services Corporation will be treated under this Plan as having been hired on the date of the transfer.

The term “associated corporation” as used in this Plan is defined in the Company’s Regulations for Determining Service.

### **Continuation of Plan**

While it is hoped that this Plan will remain in effect indefinitely, the Company reserves the right to modify, amend, or discontinue it at any time; provided, however, that this right shall not be exercised by the Company during the term of Agreement of which this Appendix is a part.



## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

#### **I. INITIAL PTO SCHEDULING PERIOD**

The Company has established an initial scheduling period for scheduling PTO time, to ensure that PTO is managed efficiently, schedules are established in a timely manner and is fairly distributed among all employees, and to prevent undue interference with department operations. Employees are strongly encouraged to submit a request for as many days of PTO as possible during the initial scheduling period. This will increase the probability of an employee getting their preferred time off.

#### **II. SCOPE**

Paid-Time Off (PTO) is provided to employees, so that they may take paid-time-off for vacations, personal business, illnesses of family members, certain "death in family", as defined in Union Contract, religious observances, and school visitation. In addition, PTO provides paid-time-off for certain absences because of non-occupational sickness or injuries ("sickness absences"). Unpaid absences are granted at the discretion of the Manager or their designee and only after all PTO has been exhausted.

#### **III. AWARDING AND SCHEDULING PTO DURING THE INITIAL SCHEDULING PERIOD**

During the initial scheduling period, PTO shall be awarded on the basis of company seniority by classification. Employees must ensure that their PTO has been approved prior to making deposits for vacation travel or lodging. Possible loss of a deposit shall not be the basis for the Company to alter the PTO limits. During the initial scheduling period an employee may schedule all of the hours authorized in his/her PTO Bank, however, the requests must be for periods in increments of eight hours (one day) to one hundred twenty (120) hours, or three weeks off. Vacations in excess of three (3) weeks at one time require approval of the Manager. Scheduling of PTO shall continue until the limits set in advance by the department are reached or in those cases where the limits are not reached, all employees requesting PTO for that period have been satisfied. Employees will be permitted to schedule up to one hundred sixty (160) hours of PTO into their PTO bank, to be scheduled at the employee's discretion subject to the provisions of Section IV, number 4, or carry into the next year.

## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

#### **IV. SCHEDULING PTO AFTER THE INITIAL SCHEDULING PERIOD**

1. After the scheduling of PTO during the initial scheduling period employees may still schedule PTO. PTO not scheduled during the initial scheduling period will be granted on a first come first serve basis, and will be evaluated with regard to workload or expected workload. Workload and available personnel will be the factors for determining the number of people all owed to schedule PTO after the initial schedules are completed. The absences may be scheduled in increments of 4 hours. Employees who normally work in a crew must provide at least 24 hour notice and must be willing to work as a one man crew, if qualified, in order to not disrupt a crew. Employees on the "N" or "O" shift schedules must schedule in increments of 8 hours.

2. When a request for either scheduled or unscheduled paid time off is first made, the employee must indicate if the time off is due to illness or occupational injury. Failure to do so may result in denial of payment from the Sickness Benefit Plan or benefits under the Illinois Worker's Compensation Act.

An employee who experiences an absence due to illness must report such absence as early as possible on the first day of the absence to the person designated by the department head to receive such reports ("the designated person").

An employee must call the Company the day prior to their expected return to work to facilitate the scheduling of work for them.

3. If approval is not granted for either a scheduled or unscheduled absence, the employee is expected to work. Failure to do so may result in unpaid time off and disciplinary action.

4. A scheduled absence requires an employee to request and receive supervisory approval for the absence no later than one (1) hour before the end of the shift on the workday before the PTO is taken. If the absence is not scheduled and approved by one (1) hour before the end of the shift of the previous workday the employee's request may be denied, and will be considered as unscheduled.

## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

5. The initial vacation schedules will be posted on bulletin boards and forwarded to the Union office. After posting the initial vacation schedules, the Company will post a notice setting forth vacation day(s) that become available during the weeks of the 4th of July, Memorial Day, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The notice will remain posted for seven calendar days or until two days before the beginning of the holiday week, whichever is less. At the end of the posting period, the open vacation day(s) will be assigned to the most senior employee within the classification requesting the open vacation day(s).

#### **6. Unscheduled Absences**

- a. Any time off that is not scheduled and approved by one (1) hour before the end of the shift of the previous workday is considered unscheduled. This includes unscheduled illnesses and same day call in for PTO or unpaid absence for any reason, even though it may be granted. This must only be granted with approval of the Manager or their designee.
- b. Each employee is permitted only five (5) occurrences of unscheduled absence per calendar year. Consecutive days of unscheduled absence are considered one occurrence. If the absence is caused by an emergency situation, the absence may not be considered an unscheduled absence if the employee provides the Company with verifiable documentation related to the emergency (i.e. a medical emergency involving the hospitalization of an immediate family member, stolen vehicle, etc.). The Company has the sole discretion to determine whether a situation constitutes an emergency.
- c. Employees who leave work during regularly scheduled shifts due to illness or any other unexpected reasons will have that time taken from their PTO bank, if available, and counted as an unscheduled absence, if they have been at work for less than 4 hours.

If an employee leave work before the end of their shift on an overtime shift, the absence will count as an unscheduled absence.

- d. Unscheduled absences in excess of five (5) occurrences within a calendar year is considered excessive and the employee will be subject to

## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

progressive disciplinary action, up to and including discharge from the Company, based on individual circumstances and management review. See Section IX, number 2, of this Policy and Procedure, for progression steps for disciplinary action.

#### **V. CARRYING PTO OVER INTO THE FOLLOWING CALENDAR YEAR**

An employee may carry over a *maximum* of twenty (20) PTO days into the next calendar year. Employees can no longer exceed the maximum number of twenty days PTO while on vacation the last day of the year. Unused PTO days in excess of twenty (20) on the last day of the calendar year (December 31st) will be lost. Employees are encouraged to schedule their PTO in order to avoid losing any unscheduled PTO.

#### **VI. KEEPING TRACK OF DAYS IN PTO BANK**

The Company will post remaining PTO hours on the employee's biweekly pay stub, however employees are also responsible for keeping track of their remaining hours.

#### **VII. SAME DAY REQUEST FOR PTO**

The Manager or their designee must approve requests for same day PTO. Management may require documentation for the reason for the unscheduled absence requested. If the Manager or their designee is not available when the message is left for unscheduled time off; it is the employee's responsibility to call back during normal office hours and talk to the Manager or their designee to obtain approval for the absence.

Approval or disapproval of a same day request will be based on the circumstances being cited by the person making the request, the frequency in which an employee has requested same day absence, workload and availability of personnel.

## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

#### **VIII. EXHAUSTED PTO BANK**

1. Employees are encouraged to save some PTO for the end of the year to cover unforeseen needs. However, should an employee use all available PTO hours in their bank prior to the end of calendar year, they may request unpaid absence time. They may or may not be granted the request for time off based on the circumstances cited and is subject to Management review. Absences taken after PTO has been exhausted will be treated as unscheduled for purposes of the disciplinary schedule in section IX.
2. The company has the expectation that employees will be at work and available for work except for PTO allotted time off. Employees who continue to request unpaid absence time after exhausting all of their PTO may be subject to progressive discipline.

#### **IX. DISCIPLINARY POLICY**

1. If an employee takes more than five unscheduled absences in a year, they will be subject to progressive disciplinary action. The five (5) unscheduled absences include illness absences, unless Family Medical Leave Act (FMLA) qualifying. Only the first day of any consecutive illness absence counts as an unscheduled day.
2. When an employee takes in excess of five (5) unscheduled absences, they may be subject to the progressive disciplinary action listed below:
  - a) Sixth unscheduled day off, a "verbal warning"
  - b) Seventh unscheduled day off, a "written warning"
  - c) Eighth unscheduled day off, a "1 day unpaid suspension"
  - d) Ninth unscheduled day off, a "3 day unpaid suspension"
  - e) Tenth unscheduled day off, a "5 day unpaid suspension"
  - f) Eleventh unscheduled day off, a "10 day unpaid suspension"
  - g) Twelfth unscheduled day off, a "discharge for cause"

## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

3. The disciplinary schedule described in part 2 above refers to the first year an employee has unscheduled occurrences beyond the limit of five (5). If the employee goes beyond the limit of five (5) for a consecutive year, the disciplinary schedule will resume at the next step from the last action taken the prior year. After one year of having five (5) or less occurrences, the disciplinary schedule will start again with a verbal warning.
  - a) When an employee has received corrective action in a calendar year exceeding a verbal warning, the following calendar year the disciplinary schedule will be reduced as shown below:
  - b) Consecutive years in the Disciplinary Process
    - i. Year 1: 5 “unscheduled absences” without discipline
    - ii. Year 2 and subsequent years: 4 “unscheduled absences” without disciplineAfter one year with no corrective action, the disciplinary schedule will start again with the full number of (5) unscheduled occurrences per section 2 above.
4. Employees who volunteer or are forced to work a weekend or holiday overtime shift and fail to work the overtime shift may be subject to progressive disciplinary action listed below:
  - a. 1<sup>st</sup> unexcused failure to work a volunteer or forced overtime shift: “verbal warning”
  - b. 2<sup>nd</sup> unexcused failure to work a volunteer or forced overtime shift: “written warning”
  - c. 3<sup>rd</sup> unexcused failure to work a volunteer or forced overtime shift: “1 day unpaid suspension”
  - d. 4<sup>th</sup> unexcused failure to work a volunteer or forced overtime shift: “3 day unpaid suspension”
  - e. 5<sup>th</sup> unexcused failure to work a volunteer or forced overtime shift: “5 day unpaid suspension”
  - f. 6<sup>th</sup> unexcused failure to work a volunteer or forced overtime shift: “10 day unpaid suspension”
  - g. 7<sup>th</sup> unexcused failure to work a volunteer or forced overtime shift: “discharge for cause”

## **APPENDIX II**

### **Policy and Procedures for The Peoples Gas Light & Coke Company Absence Program within the Gas Operations Division**

The disciplinary schedule described in part 4 refers to the first year an employee receives disciplinary action. If the employee for a second consecutive year exceeds the number of forced-shift declines and/or fails to work a volunteer weekend holiday overtime shift, the disciplinary schedule will resume at the next step from the last action taken the prior year. After one year of having no discipline for forced or volunteered weekend or holiday overtime shifts, the disciplinary schedule will reset to a Verbal Warning.

5. An employee is expected to maintain a satisfactory attendance record to maintain their employment.

#### **6. OVERTIME SCHEDULING**

The Company and Union agree to work on the alignment of overtime scheduling procedures for the Distribution department outside of the collective bargaining agreement. The Company and Union will continue to work with specific issues as part of the existing call-out process, scheduling, recording overtime, and maintain turns worked.

## APPENDIX III

### SICKNESS BENEFIT PLAN

An absence shall be regarded as “qualifying for the Sickness Benefit Plan” after five days of absence on account of sickness (40 hours of absence in the case of an employee whose normal work schedule is other than five days per week and eight hours per day). Notwithstanding the foregoing, if an employee has previously experienced an absence on account of sickness of more than five days (or 40 hours) for which he/she has received benefits under this Plan, subsequent absences in the same calendar year shall be regarded as “qualifying for the Sickness Benefit Plan” after two days of absence on account of sickness (sixteen hours of absence in the case of an employee whose normal work schedule is other than five days per week and eight hours per day). A sickness absence will be considered to have occurred during the calendar year in which the absence begins.

The employee may be eligible to be paid for the foregoing five-day (40 hours) or two-day (sixteen hours) waiting period under the PTO Bank Plan, subject to the terms and conditions of that Plan.

In each case of necessary absence from work on account of sickness of a regular employee, the period of absence during which the absent employee will receive pay from the Sickness Benefit Plan and the rate of such pay shall be as follows:

Period of Service When Absence Qualifies for the Sickness Benefit Plan	Rate of Payment Schedule	
	Full Pay or 80 Percent Pay*	60 Percent Pay
Less than 1 year	None	None
1 year but less than 3	1 month	None
3 years but less than 5	First 2 mos.	Next 2 mos.
5 years but less than 10	First 3 mos.	Next 3 mos.
10 years but less than 15	First 4 mos.	Next 2 mos.
15 years or more	First 6 mos.	None



\*For employees hired on and after January 1, 1984, the rate of payment of 80 percent shall be substituted for full pay, except that an employee will receive full pay instead of 80 percent pay on any day of necessary absence from work because of sickness when such day of absence is not in excess of five days of sickness absence during the most recent twelve months' period.

For purposes of this Plan, a month equals 22 workdays or 176 hours of benefits. Benefits are charged in hourly increments.

If the absent employee is replaced by a new employee at any time during the period of absence, such absent employee shall receive 60 percent pay for the remaining period during which payment is provided for in the above Schedule.

Benefits shown in the above Schedule are cumulative during any twelve months' period. Hence, the payments of benefits shown in the above Schedule are the maximum benefits allowed an employee in any twelve months' period.

An employee whose absence on account of sickness shall extend beyond the period during which payment of benefits is provided for in the preceding Schedule shall be placed on a lay-off status at the end of such period.

An employee whose absence on account of sickness reaches 4 continuous months (88 workdays) and whose absence is expected to last at least 12 months, as tentatively determined by the Company Medical Director, must immediately apply for Social Security disability benefits. The Company will assist an employee who requests assistance in applying for Social Security benefits, but an employee's failure to apply will be cause for non-payment of sickness benefits hereunder. An employee qualifying for Social Security benefits, if otherwise eligible, shall apply for benefits under the Long Term Disability Benefit Plan. If such employee does not qualify for benefits under the Long Term Disability Benefit Plan, the employee may be placed on lay-off status.

If such employee does not initially qualify for Social Security benefits and the Company's Medical Representative determines that such employee may be totally disabled and eligible for benefits under the Long Term Disability Benefit Plan, subject to the provisions thereof, application for such benefits must be made. Concurrently, the employee must initiate the Social Security claim appeal process.

## **REGULATIONS**

This Plan shall be administered in accordance with the following regulations:

### **Notification**

An employee who shall be absent on account of sickness (which, for the purposes of this Plan, shall include injuries sustained while off duty) shall report such absence, as early as possible on the first day of absence, to the person who has been designated by departmental management to receive such report. Failure to make this report will be cause for non-payment of PTO Bank benefits and sickness benefits hereunder, and for such other action as the Company may consider appropriate.

### **Restrictions**

Benefits payable to an employee under this Plan will be reduced by the amount of workers' compensation and other income benefits payable to him/her as a result of a compensable accidental injury or occupational disease suffered or incurred while in the employ of any employer, other than The Peoples Gas Light and Coke Company or any of its affiliated companies, which is subject to any federal or state workers' compensation laws.

If the Company's Medical Representative determines that an employee may be eligible for Social Security disability benefits while the employee is receiving benefits under this Plan, the amount of such benefits will be reduced by the amount of the Social Security benefits, regardless of actual receipt of such amount, unless said employee shall furnish evidence that Social Security benefits have been applied for and denied. Social Security benefits means the benefit relating to the employee only and does not include any additional benefit which might be payable because of the presence of dependents.

The Company will determine the method and amount of reduction to be utilized whenever the frequency of payment of the Social Security disability benefits is not consistent with the payment of benefits provided under this Plan.

Frequent absences of an employee on account of sickness, or absence due to intoxication, reckless or unlawful conduct, or intentional self-inflicted injury, or other preventable causes, or refusal to follow the recommendations of a competent physician, or failure to cooperate with the procedures of the Company's Return-To-Work Program or to follow the recommendations for diagnosis, treatment and return to work made under such Program, will be cause for non-payment of sickness benefits hereunder and for such other action as the Company may consider appropriate.

### **Holidays**

If, while an employee is receiving benefits under this Plan, a holiday is observed on a day which would have been included within his/her normal schedule of work and for which he/she would otherwise have been eligible for a holiday allowance, the employee shall receive the holiday allowance in lieu of benefits for that day under this Plan. Such holiday shall not be counted against the benefits the employee is eligible to receive under this Plan.

### **Unused Paid Time Off (PTO) Bank Time**

An employee who has exhausted his/her full pay sickness benefits may, at any time during the calendar year, request that the Company suspend the payment of any remaining sickness benefits for which he/she is eligible in order that he/she may take any part or all of any unused PTO Bank time, to which he/she is entitled. If an employee has more than 20 unused PTO Bank days, as the end of the calendar year approaches, the payment of any remaining sickness benefits for which he/she is eligible shall be suspended by the Company for the purpose of exhausting such unused PTO Bank time within such year.

Notwithstanding any provisions of this Plan which might be construed to the contrary, suspension of sickness benefits for the purpose of exhausting all but 20 days of unused PTO Bank time, shall not, for the purposes of this Plan, be considered as interrupting the employee's period of absence on account of sickness.

## Definitions

For the purposes of this Plan, an employee shall not be considered to have had the minimum requirement of one year of service unless he/she shall have completed twelve months of aggregate employment. "Aggregate Employment" shall mean that period or accumulated periods of employment during which an employee's name is authorized to appear on the Company's payroll from his/her date of employment. An employee shall be credited with a month of employment when he/she is employed for any calendar month, or when he/she is employed from a given date in one month up to the same date in the next month, or for such intervals of employment each less than a completed month as defined above as shall total thirty days of employment. When an employee is put on a lay-off status the date of the last day for which the employee receives pay shall be used to determine the number of days of employment.

The term "period of service" shall mean the length of service credited to an employee under the Company's Regulations for Determining Service.

The definitions of "Company," "regular employee," "employment," "service," and "lay-off," and the method of determining an employee's service, as set forth in the Company's Regulations for Determining Service, shall govern in the determination of an employee's eligibility for sickness benefits and the amount thereof under this Plan.

The term "full pay" as used in this Plan shall mean the salary or wage which the employee would have received for the period involved on the basis of a normal schedule of work, including the amount of any adjustment or reduction therein resulting from the employee's election to defer receipt of salaries or wages pursuant to a qualified cash or deferred arrangement. In the case of an employee whose compensation consists of salary and commissions, the term "full pay" shall not include any allowance for commissions.

The term "80 percent pay" shall mean an amount equal to 80 percent of full pay.

The term "60 percent pay" shall mean an amount equal to 60 percent of full pay.

## **Employees Transferred from and to Associated Corporations**

For the purposes of this Plan, the period of service of employees transferred from an associated corporation, while thereafter in the active service of the Company, shall be deemed to be as computed under the applicable provisions contained in the Company's Regulations for Determining Service.

An employee who is transferred to an associated corporation shall not be eligible for any benefits hereunder.

## **CONTINUATION OF PLAN**

While it is hoped that this Plan will remain in effect indefinitely, the Company reserves the right to modify, amend or discontinue it at any time; provided, however, that this right shall not be exercised by the Company during the term of the Agreement of which this Appendix is a part.

## **APPENDIX IV**

### **MEMORANDUMS OF UNDERSTANDING**

The Company and Union have agreed to attach the following Memorandums of Understanding and letters of Agreement to the Labor Agreement:

- (1) Parking and Moving Violations
- (2) Administrations of the Occupational Injury and Control Program
- (3) Procedure regarding Drivers of Company Vehicles Who Lose Their Driver's License
- (4) Procedure to Schedule Overtime on Three Major Holidays- Dated March 6, 1995
- (5) Reserve Tapping Mechanic - Dated February 21, 2022
- (6) Hybrid Shift - Dated September 21, 2021

**MEMORANDUM OF UNDERSTANDING  
REGARDING PARKING AND MOVING VIOLATIONS**

The parties agree that safe vehicle operation is in the best interests of employees, the general public and the Company and both parties will continue to work together to promote driving safety. The Company and Union also agree to the following procedures regarding parking tickets and moving violation tickets, including "red light" violations issued to operators.

**1. Parking Violations:**

The following refers to parking and/or non-moving violations incurred during the course of conducting Company business. This section applies, but is not limited to, parking meters, no parking zones, double-parking, alley parking, etc.

Operators will first seek approval from a manager or City-wide dispatch prior to parking in a prohibited zone.

a) The operator will be responsible for all violations, except as provided in b), below. Disposition of these violations will be made in accordance with #2 below.

b) The Company will be responsible for any non-moving violation issued including associated fees if the operator has obtained supervisor or manager approval to park illegally. (Such permission usually is only sought in the course of the operator conducting an emergency order.) The Company will also be responsible for parking violations issued if, in the course of conducting an emergency order, an answer to the inquiry seeking approval is not readily obtained, jeopardizing quick emergency response. This provision recognizes the need to execute emergency orders expeditiously but also requires that more than one attempt be made by the operator of the vehicle to obtain such approval. In all cases, protecting life and property comes first.

**2. Moving and "Red Light" Violations**

The following refers to moving and/or "red light" violations incurred during the course of conducting Company business.

a.) The violation will be forwarded via electronic copy to the shop manager and copied to the construction manager upon receipt. The shop manager will immediately notify the appropriate operator of the violation.

b.) The operator will decide to pay or appeal the violation and communicate a decision to the shop manager no later than the next business day after notification.

c.) Should the operator appeal a moving or "red light" violation, it will be done on the operator's time. Operators will be responsible for any fees incurred as a result of court findings or the operator's inaction.

d.) Should the operator not appeal the violation the Company will pay the violation and the responsible operator will reimburse the Company for the cost of the ticket. The shop manager will provide the operator a receipt for costs paid and a copy of the ticket.

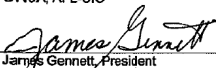
e.) Notwithstanding the above, employees who incur repeated "red light" violations will be subject to remedial defensive driver training, DriveCam assignment and may also be subject to disciplinary action.

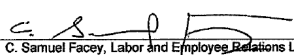
**3. Other Terms**

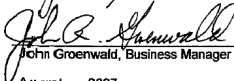
The parties hereto agree to meet and consult as needed upon the request of either party to refine and improve this policy as time and circumstances require. This agreement shall not be cited by either party as a precedent in the future.

Gas Workers Union, Local 18007  
UWUA, AFL-CIO

Peoples Gas Light and Coke Company

  
James Gennett, President

 10/10/07  
C. Samuel Facey, Labor and Employee Relations Leader

  
John Groenwald, Business Manager

August , 2007

**Memorandum of Understanding  
Peoples Energy: The Peoples Gas Light and Coke Company  
Administration of the Occupational Injury and Control Program**

In order to provide consistent and fair treatment to employees who have occupational injuries, while protecting Company interests, the Company and Utility Workers of America Union Local 18007 agree to the following revisions to the Occupation Injury Program:

**Modified Panel Investigation Process**

The Injury Panel investigation process will be modified from the current process. In the new process, the Manager will normally not be present during the panel meeting. Rather, a shop Injury Review Committee comprised of Union and management employees will meet to obtain facts associated with the injury incident. The facts gathered and documented by the panel will be presented to the employee's Manager who will meet with the employee to discuss the injury and review the report from the Injury Review Committee. The new injury review process is structured as follows:

- I. Incident Investigation. The injured employee's Supervisor will continue to investigate the incident.
- II. Investigation documentation and incident reporting. The employee's Supervisor will continue to prepare an Injury and Illness Incident Report Form, Form 90, signed by the employee and his Manager.
- III. Injury Review Committee Meetings will typically be coordinated by the local Safety Advisor and should usually take place within two weeks of the incident.
- IV. Injury Review Committee Composition
  - A. Employee
  - B. Employee's Supervisor
  - C. Union Steward
  - D. Safety Advisor
  - E. Engineer

This committee will seek to determine and document the facts of the case. It is important that feedback is objective and, as unbiased as possible. The Panel Investigation Report Form, Form 91, will be used as documentation and will be written by the department engineer. **The Committee does not make preventability determinations**, although it will make recommendations and offer thoughts on appropriate/necessary prevention measures, including training, to prevent such occurrences in the future.



While each panel will have the flexibility to go about the fact-finding mission as it sees fit, it should include a step-by-step chronology of events and seek to answer standard who, what, when, where, why, and how questions typical of investigations. Such questions include:

Who was involved?  
 What happened?  
 What went wrong?  
 What went well?  
 What procedures were followed?  
 What PPE was worn?  
 When did it happen?  
 Where did it happen?  
 Why did it happen?  
 How did it happen?

The meeting will normally take place at the shop. When appropriate, the meeting may take place in the field at the location of the incident.

Once the facts of the case are documented and a draft of the panel form 91 prepared, copies should be provided to the Review Committee members for review and comment. When finalized, disagreements on content should be noted on the form. The Manager, will meet with the employee to discuss the circumstances involved with the case, discuss suggestions and recommendations made by the Injury Review Committee, and recommend employee training if necessary. The Manager will also review the employee's injury history with him/her and determine the employee's standing on the Injury Case Review and Corrective Action Schedule. The injury will no longer receive a "preventability" determination. Corrective actions will be issued by the Manager, as necessary, per the Program schedule. Corrective actions should be documented on a newly created form entitled: Occupational Injury Control Program Injury Tracking Report and **not** on the Disciplinary Incident Report form.

### **Modification of Injury Tracking and Corrective Action Schedule**

Under the agreement, injuries will no longer receive a preventability determination. The former discipline schedule under the Occupational Injury Control Program is now referred to as the Injury Case Review and Corrective Action Schedule ("the Schedule"), and will apply under the new program. The following points provide greater detail pertaining to the administration of this component of the program:

- Light Duty and Lost Time injuries are included in the schedule. First Aid cases and OSHA recordable injury cases that do not become lost time or light duty will not be included in the Schedule. The length of time between the date of the injury and date the injury results in lost time or light duty is not relevant.
- Non-preventable injuries from 10/1/98 to 9/30/04 will not be included in the schedule. After 10/1/04, all injuries will count toward the schedule except carpal tunnel and repetitive strain injuries.

- The program will be effective starting 10/1/04.

### **Interpretation of Injury Case Review and Corrective Action Schedule**

The existing program calls for a discipline schedule which is:

- 2 occupational injuries or illnesses in a rolling 3 year period-1<sup>st</sup> warning
- 3 occupational injuries or illnesses in a rolling 4 year period-final warning
- 4 occupational injuries or illnesses in a rolling 5 year period-release from employment

The Company and Union agree to use the term “corrective action” rather than discipline.

The existing program does not define how an injury ages off of the corrective action schedule. The Company and Union agree that injuries will age off the newly defined corrective action schedule as follows:

- The 1<sup>st</sup> injury “drops off” the schedule if no other injury is incurred three years after the injury.
- 2 injuries in less than or equal to 3 rolling years. As long as no additional injuries are incurred, the 1<sup>st</sup> injury “drops off” in 4 years.
- 3 injuries in less than or equal to 4 rolling years. As long as no additional injuries are incurred, the 1<sup>st</sup> injury “drops off” in 5 years.

Utilizing this age-off schedule, most of the currently grieved injuries “drop off” of the Schedule and there is no negative impact to the employee. The Company and Union agree that, for all such injuries that have aged off, this MOU settles any grievance pending arbitration.

### **Injury Case Review**

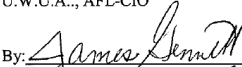
The Occupational Injury Control Program has a case review provision. Under the existing program, the case review provision is implemented when an individual incurs four lost time or light duty injuries in a five year period. At that time, the employee’s case is reviewed by the employee’s Divisional Vice President, General Manager; Manager, the Employee Health and Wellness Department; Employee Relations representative; Supervisor, Safety; and the local Safety Advisor to determine whether there is a compelling reason not to proceed with release.

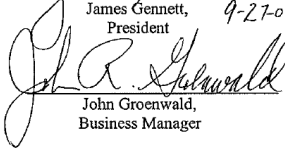
The Company and Union agree to perform a preliminary case review for individuals that incur three injuries (lost time or light duty) in a four-year period. This preliminary case review will provide another opportunity for an employee’s file to be reviewed in assessing the employee’s status in the final case review in the event of another injury. The review will determine whether all the injuries will be counted against the employee in the event of another injury or whether there are some mitigating circumstances that preclude one or more of the injuries from being counted.

The Union agrees that it will not grieve any individual injuries prior to the preliminary case review meeting following the 3<sup>rd</sup> injury in a four year period. Under this proposal, the Union would be afforded the right to grieve the employee's case, as a whole, after this review if the Committee decides that all three injuries will be factored into a decision to consider the release of the employee in the event of a 4<sup>th</sup> injury in a 5-year period.

GAS WORKERS UNION, LOCAL 18007,  
U.W.U.A., AFL-CIO

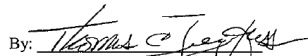
By:

  
James Gennett,  
President 9-27-04

  
John Groenwald,  
Business Manager 9-27-04

THE PEOPLES GAS LIGHT AND  
COKE COMPANY

By:

  
Thomas C. Ziegenfuss  
Vice-President, Labor Relations

9/27/04  
Date

## **MEMORANDUM OF UNDERSTANDING PROCEDURE REGARDING DRIVERS OF COMPANY VEHICLES WHO LOSE THEIR DRIVERS LICENSE**

In order to provide consistent and fair treatment to employees who have their drivers license suspended, revoked, or disqualified, while protecting Company interests, the Company and Union agree to the following:

### **Non-Commercial Drivers License Holders**

Drivers of Company vehicles who lose their drivers license (suspended or revoked) must immediately notify management of the date the employee received written notice from the Secretary of State that the license will be revoked or suspended, the reason for revocation or suspension, and the expected reinstatement date.

#### **Accommodation**

- Drivers who promptly notify (promptly is defined as the start of the next shift) the Company of the revocation/suspension will be allowed to maintain their regular title and rate for 60 days to one-year plus up to 45 days from the date of the incident that caused the revocation/suspension (Note: the intent of the additional time (i.e. up to forty-five days) is to correlate with the automatic license suspensions issued by the Secretary of State, thus giving the employee up to one-year from that suspension date to regain his/her license). In order to facilitate this accommodation, the employee's shift, work location (based on current practices of the reporting locations at the time of loss of license), and/or type of work to be performed may be changed at the Company's discretion without regard to seniority. No disciplinary action will be taken if the employee promptly notifies the Company.
- Accommodations approaching the 60 days worked will be reviewed by management and a determination regarding the next 60 days will be made. Maximum accommodation will be one-year and forty-five days from the incident date after which the employee can be released at management's discretion.

#### **Non-Accommodation**

Drivers who fail to notify the Company and are later found to have worked without a valid drivers license will be laid off for 45 days or until driver obtains a valid license, whichever is greater. In addition, they may be regressed and/or remain on indefinite layoff up to one-year. The duration of layoff and regression is dependent on circumstances and the length of time the employee worked without a valid license. Employees who fail to obtain a valid license after one year will be subject to discharge. Employees that fail to notify the company for a 2<sup>nd</sup> time are subject to immediate discharge.

### **Commercial Drivers License Holders**

- Company drivers who are required to be qualified to drive a Commercial Motor Vehicle (CMV) as defined by the Department of Transportation's (DOT) Federal Motor Carrier Safety Administration Regulations, Part 383 (requiring a Commercial Drivers License) will be prohibited from driving a Company vehicle in accordance with tables 1, 2, 3, and 4 provided in Subpart D—Driver Disqualification and Penalties, Section 383.51. The tables are attached to the MOU. In all cases the most recent tables issued by DOT at the time of an incident are the applicable tables. **Company drivers who have convictions under the tables in Section 383.51 will not be allowed to drive a Company vehicle even if the Secretary of State's Office has returned their drivers license to them.**
- Drivers of Company vehicles who lose their drivers license (suspended or revoked) must immediately notify (immediate is defined as by the start of the employees next shift) management of the date the employee received notice that the license will be revoked, suspended or disqualified, as well as any moving violations which may result in disqualification as prescribed in the aforementioned tables of Section 383.51. The reason for revocation, suspension, or disqualification and the expected reinstatement date must also be provided to the Company.

## Accommodation

- CMV drivers who promptly notify the Company of the revocation, suspension, or disqualification will be allowed to maintain their regular title and rate for 60 days to one-year plus up to forty-five days from the date of the incident that caused the revocation, suspension, or disqualification (Note: the intent of the additional time (i.e. up to forty-five days) is to correlate with the automatic license suspensions issued by the Secretary of State, thus giving the employee up to one-year from that suspension date to regain his/her license). In order to facilitate this accommodation, the employee's shift, work location (based on current practices of the reporting locations at the time of loss of license), and/or type of work to be performed may be changed at the Company's discretion without regard to seniority. No disciplinary action will be taken if the employee promptly notifies the Company.
- Accommodations approaching the 60 days worked will be reviewed by management and a determination regarding the next 60 days will be made. Maximum accommodation will be one-year and up to forty-five days from the incident date after which the employee can be released at management's discretion.

## Non-Accommodation

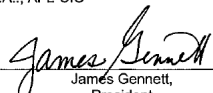
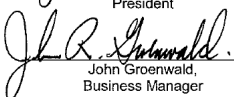
- CMV drivers who fail to notify the Company and are later found to have worked without a valid drivers license will be laid off for 45 days or until driver obtains a valid license, whichever is greater. In addition, they may be regressed and/or remain on indefinite layoff up to one-year. The duration of layoff and regression is dependent on circumstances and the length of time the employee worked without a valid license. Employees who fail to obtain a valid license after one year will be subject to discharge. Employees that fail to notify the company for a 2<sup>nd</sup> time are subject to immediate discharge.
- CMV drivers who fail to notify the Company of convictions that do not result in CMV disqualification, license suspension, or revocation (i.e. 1<sup>st</sup> time speeding offenses, following too closely, etc.) but could impact future CMV qualification, will be subject to disciplinary action up to and including discharge.

## All Drivers – Other Considerations

- Employees with verified medical conditions will be given consideration for accommodation via the ADA process provided they promptly notify (promptly is defined as the start of the next shift) management of their loss of license due to medical condition. The Company will evaluate the accommodation request; however the employee must be able to continue to perform the essential functions of their job in order to maintain their current position and salary rate.
- All Company drivers will be allowed one to three days to get minor violations resolved (for example, automatic suspension for failure to respond to an emissions testing notice). Employees will be unpaid or required to use their paid time off bank (PTO) during the one to three day period.

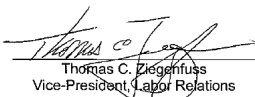
GAS WORKERS UNION, LOCAL 18007,  
U.W.U.A., AFL-CIO

By:

  
James Gennett,  
President  
  
John Groenwald,  
Business Manager

THE PEOPLES GAS LIGHT AND COKE  
COMPANY

By:

  
Thomas C. Ziegenfuss  
Vice-President, Labor Relations  
8/10/04  
Date

LETTER OF AGREEMENT REGARDING  
PROCEDURE TO SCHEDULE OVERTIME ON THREE MAJOR HOLIDAYS

The Company and the Gas Workers Union agree to the following:

1. A notice asking for volunteers for the three major holidays (Thanksgiving Day, Christmas Day, and New Year's Day) is posted at each shop and sub-shop at least three months before Thanksgiving.
2. The day is staffed with volunteers. If there are not enough volunteers, the remaining people that are put on the list are selected from a list that shows the last date that the selected person worked the holiday. The selection is made by selecting the person that either had not worked the holiday previously or had worked it the furthest date back. The nonvolunteers are then informed that they will be expected to work their assignments on that day.
3. The schedule is posted in compliance with Article VIII, Section 5, of the agreement dated May 13, 1994:


For shop operations, the Company shall post daily the starting times and names of employees who are to report for work on the following day. One week in advance the Company shall post a schedule showing starting times of the employees who are to work on a holiday. Each Monday the Company shall post the starting times of employees who are to work the following weekend. These posting will cover only those employees who normally work under this arrangement.

4. The holiday is the day that the holiday falls on (e.g., Dec. 25, Jan. 1).
5. If there are enough people available to work, Form #853s (requests not to work the weekend) will be accepted for the other two weekend shop days, but not the holiday.


Either party may terminate this agreement by giving the other 90 days' written notice, in which event the conditions agreed to shall no longer apply, and the parties will be in the same contractual position as they were prior to entering into this agreement.

For the Union:

For the Company:

  
Thomas J. Brennan, President

  
Martin J. McDonnell, Director, Labor Relations

  
Anthony W. Gerzen, Business Manager

Dated: March 6, 1995

Memorandum of Understanding  
Between  
Peoples Gas and UWUA Local 18007

Memorandum of Understanding (MOU) between the Company and Local 18007 regarding the creation of a Reserve Tapping Mechanic position. This MOU supersedes the previous MOU dated November 9, 2021.

**Reserve Tapping Mechanic**

The parties agree to the creation of a Reserve Tapping Mechanic classification. Eligible candidates may only come from the following legacy Distribution classifications:

- Mechanic Operator
- Street Mechanic #1
- Gas Mechanic

A Reserve Tapping Mechanic will receive the Tapping Mechanic rate of pay only when performing tasks associated with the classification. In the event there is insufficient work for the Reserve Tapping Mechanic, the employee will be reassigned to perform work in their existing (primary) job classification and paid the corresponding rate per the Collective Bargaining Agreement (CBA). Consequently, Reserve Tapping Mechanics are required to maintain Operator Qualification (OQ) on all tasks required of their primary job classification.

If there are no eligible candidates in the home shop (district), the opportunity shall be given to employees from the other 2 shops (districts) based on seniority for the following classifications:

- Mechanic Operator
- Street Mechanic #1
- Gas Mechanic

If there are no eligible candidates from the other 2 shops, the opportunity shall be given to Utility Journeyman in the home shop based on seniority. Grandfathered Journeyman will be excluded.

The Reserve Tapping Mechanic will lead to a full time Tapping Mechanic based on Company need.

The Peoples Gas Light & Coke  
Company

Date

 2/10/22  
Salvador F. Arana – Director Field  
Operations


 2/21/22

Charles Wagner – Manager HR  
Business Strategy

 1/28/2022  
Vipul Kapoor – Area Manager

 1/28/2022

Alan Weber – Area Manager

 2/10/2022

Wilson Mantilla – Area Manager

Gas Workers Union  
Local 18007 – UWUA – AFL-CIO

Date

 1-28-2022  
Tim Jarpo – Resident

 1-28-2022

Adrian Duenas – Business Manager



Memorandum of Understanding  
Between  
Peoples Gas and UOWA Local 18007

**Assignment of Work to Operations Apprentice (OA)**

- In the list of duties that OA's may be utilized to perform, in Article XI, Section 4(e), the parties agree to remove "(volunteers will be solicited)". This applies to OA's assigned to System Integrity.

**Creation of a New Hybrid Shift**

- The parties agree to the creation of a new hybrid shift which will be constructed as follows:
  - Monday start time is 3:30 p.m.
  - Tuesday – Friday start time is 8:00 a.m.

**No Short Shift** will be paid to employees who are on this new hybrid shift. In lieu of returning at the employee's scheduled time, the employee may request to take PTO; such decision will be at the discretion of the Company. The same-day absence will not count as an unscheduled absence.

- This new shift applies to the following Job classifications:
  - Utility Worker Lead
  - Journeyman Utility Worker (all classifications)
  - Senior Utility Worker
  - Utility Worker (all classifications)
- The language in Article XII, Sections 4 and 5 regarding the Company's ability to assign employees various shifts and the annual bid process for shift assignment applies.
- Crew Leaders may volunteer for this shift. The Company will determine the number of Crew Leaders to be assigned to this new shift. If more Crew Leaders volunteer than are needed, assignment will be made based on seniority. A Crew Leader who volunteers and is assigned to this shift must remain on this shift until the next annual shift bid process is finalized and implemented.
- The Company will move forward with a special, one-time shift bid process for all employees in the job classifications listed above **and** currently assigned to the Tuesday - Saturday and 3:30 p.m. shifts, with a completion and implementation of new shift assignments by October 4, 2021.
- This new shift also applies to Project Workers (PWs) and will be covered by the language in Appendix VII – Project Worker Agreement.

**Project Worker Job Assignments**

- The Project Worker Agreement, Appendix VII, is to be modified to include the following job tasks:
  - Project Workers may be assigned to work in Field Operations (Legacy Field Service and Distribution), separate from the Customer Compliance Group – where PWs are normally assigned. Assignment to a district shop will be at Company's discretion based on workload

need and seniority. The parties agree to assign no more than 15 PWs per District at any given time. Any additional increases shall be agreed upon with the Union and Company

- o Project Workers may be assigned as a 2<sup>nd</sup> person on the 1:30 p.m. or 3:30 p.m. shift
- o Project Workers may be assigned as a 3<sup>rd</sup> person on a Distribution Crew with the understanding that the PW will not be fit tested for emergency breathing air
- o Project Workers may be assigned as a helpers on a fitting truck for a 6:00 a.m., 7:00 a.m. or 8:00 a.m. shift
- o The Company agrees to provide safety training, to PWs assigned to Field Operations per this agreement, on the following:
  - Hazard Mapping (if not already received)
  - Digging
  - Breaking
  - Bar-holing
  - Drilling and
  - Body mechanics

#### **Selection Process for Project Workers to Operations Apprentice:**

The Company will select Operations Apprentices from the pool of Project Workers who apply for the job posting within the company's recruiting system. Selected OAs will be assigned to a District Shop in Field Operations.

The PW to OA hiring selection criteria includes: seniority, attendance, corrective action, safety record and may include an interview. Selected employees shall demonstrate ability to comply with Company policies, rules and procedures – including safety policies and procedures. Candidates will be disqualified if they have corrective action of 8 hours or more in the past 24 months.

The parties agree that the items listed above will be included in the Collective Bargaining Agreement during the next collective bargaining process period in 2023.

#### **Company Hiring Commitments**

The Company agrees to train and provide the opportunity to promote by November 30, 2021

- 10 Project Workers to Operations Apprentice.

The Company agrees to train and provide the opportunity to promote by March 31, 2022

- 10 Operations Apprentice to Utility Worker
- The Company and union agree that OAs, who were previously asked to upgrade to UW and declined, will no longer be eligible for this and future upgrade opportunities.

THE PEOPLES GAS LIGHT AND COKE COMPANY

 9.16.21  
SALVADOR F. ARANA – Director Field Operations

 9/21/21  
CHARLES WAGNER – Manager HR Business Strategy

 9-13-2021  
Vipul Kapoor – Area Manager

 9/13/2021  
Kenneth Galo – Area Manager

 9/16/2021  
Wilson Mantilla – Area Manager

GAS WORKERS UNION: LOCAL 18007  
U.W.U.A, AFL-CIO

 9.13.2021  
TIM JAROCK – President

 9-13-2021  
ADRIAN DUENAS – Business Manager

## **APPENDIX V**

### **Assignment to the Night Shifts in Distribution**

In order to provide one consistent process concerning the assignment of bargaining unit employees working in the Distribution department to the various night shifts the Union and Company agree to the following:

#### **Crew Leader:**

Any permanent openings,, the Company will first seek volunteers. If there are no volunteers for the shift(s), the lowest Crew Leader in seniority will be assigned, provided they have at least six (6) months experience as a Crew Leader following the completion of Crew Lead upgrade training. The Crew Leader will remain on that shift until his/her seniority allows him/her to move off of the shift.

#### **Utility Worker Lead:**

Any permanent openings, the Company will first seek volunteers. If there are no volunteers for shift(s), the lowest Utility Worker Lead in seniority will be assigned to that shift, provided they have a minimum of twelve months experience in the classification. The Utility Worker Lead will remain on that shift until his/her seniority allows him/her to move off the shift.

Utility Worker Leads during their first 12 months period in the classifications will be eligible for weekend/holiday overtime shifts in the Distribution Department overtime other than UW Lead. Shift assignments will be assigned by lowest accumulated overtime.

#### **Utility Worker:**

Any permanent openings, the Company will first seek volunteers. If there are no volunteers for the shift(s), the lowest Utility Worker in seniority will be assigned to that shift, provided they have a minimum of 12 months experience in the classification. The Utility Worker will remain on that shift until his/her seniority allows him/her to move off the shift.

The Utility Worker seniority ranking will be used to determine the above.

If a Crew Leader, Utility Worker Lead or Utility Worker is off for any period of time, the next lowest person in seniority in that classification may be assigned to fill the vacated spot.

Current Utility Worker Leads (as of May 1, 2023) are exempt from these requirements.

**APPENDIX VI**  
**LIST OF UW DUTIES AT COMPLETION OF UW SCHOOL**  
**AS OF MAY 1, 2013**

At completion of UW School, Utility Workers may be utilized to perform a variety of functions, including but not limited to:

- (a) Meter reading
- (b) B-box monitors and smokestack surveys and remedial action including shutting valves, installing locks or plugs and removing meters
- (c) Shut-offs, both collection and normal, and meter removals on bars (up to 630 cfh, 1 ¼" outlet)
- (d) ERT installations, changes, and/or maintenance
- (e) Inside safety inspections
- (f) Corrosion inspections
- (g) Exposed piping surveys
- (h) Laborer" tasks in any operating department
- (i) Verification of "Gas Off" orders
- (j) As an additional employee in a Distribution crew of two or more persons
- (k) Working as the second employee in a Service crew
- (l) Sealing of the annular space at the service pipe entry inside the customer's premises while performing an Inside Safety Inspection, the operations of valves while performing a valve inspection, and excavating access to and clearing of b-boxes only when such work does not require a City of Chicago work permit.
- (m) Class 3 regulator change/install
- (n) Small meter install/change
- (o) Emergency Shutdown of Gas Supply to a Customer
- (p) Activate Gas to a Customer
- (q) Investigate Gas Diversion
- (r) Terminate gas to a customer
- (s) Investigate/resolve No-Gas/Poor Supply conditions
- (t) Mechanical join installation

- (u) Installation/Inspection of flexible connectors and shutoff valves associated with flexible connector installation
- (v) Adjust range
- (w) Shut Off Install
- (x) AWH Discharge Line Install
- (y) Thermocouple Install
- (z) Install Cap or Plug
- (aa) Remove Gas Steal
- (bb) Light-Up Distribution
- (cc) Heating Verification
- (dd) Cathodic Protection
- (ee) Mercury – Instrument Inspection
- (ff) Mercury – Visual Inspection
- (gg) Smokestack Survey

And any other task for which the Utility Worker is trained and qualified. All listed job tasks above include Operation Apprentice tasks negotiated in 2005.

## **APPENDIX VII DRUG AND ALCOHOL TESTING**

All Local 18007 bargaining unit members will be subject to the Company's policy related to Alcohol and other Drug Use (and related procedures), as amended from time to time, including the requirement to be part of a random drug and alcohol testing pool.

1. When reasonable suspicion exists to believe that an employee may be using illegal drugs or under the influence of alcohol, the employee will be required to submit to testing. Any employee who refuses to submit to a testing procedure or who refuses to provide a urine or breath sample will be subject to severe disciplinary action up to and including termination of employment.
2. Employees who self-disclose an alcohol and/or substance abuse problem prior to notification of a required drug or alcohol test will not be disciplined, however, the employee will be required to participate in and successfully complete a rehabilitation program before being allowed to return to work.

3. Any employee determined to be using, possessing, distributing, selling, or under the influence of alcohol during the span of any working period (including lunch or other break periods, whether paid or unpaid), or while on Company property, or while operating or riding in a Company vehicle will be subject to severe disciplinary action up to and including termination of employment. For purposes of this section, “under the influence of alcohol” means having a breath alcohol concentration of .04 or greater as indicated by a confirmed positive test result of a breath sample using an intoxilyzer.
4. Any employee determined to be using, possessing, distributing, buying, selling, manufacturing, or under the influence of any illegal drug during the span of any working period (including lunch or other break periods, whether paid or unpaid), or while on Company property, or while operating or riding in a Company vehicle, as evidenced by either a random, for cause, or post-accident drug test, shall be terminated from employment. For purposes of this section “under the influence of an illegal drug” means having a confirmed positive test result as defined under prescribed cut-off limits based on levels set for Department of Transportation guidelines for illegal drugs or drug metabolites. Marijuana is considered to be an illegal drug under this policy, even if authorized or prescribed for possession or use pursuant to a state law.
5. Any employee involved in an accident and who seeks or requires medical attention within 24 hours of when the accident occurs will be required to take a post-accident (post-injury) alcohol and drug test. An employee whose performance may have caused an accident or injury to a third party (such as a co-worker or a member of the public) will be required to take an alcohol and drug test. In addition to the above situations, and similar to Federal Motor Carrier Safety Administration (FMCSA) requirements, an employee in a vehicle accident while driving during company time will take an alcohol or drug test under the following conditions:
  - a. If there is a loss of life due to a vehicle accident.
  - b. If, due to a vehicle accident, a traffic citation is issued and there is an injury requiring emergency transportation of the injured to a medical facility.
  - c. If, due to a vehicle accident, a traffic citation is issued and any vehicle is disabled and requires a tow to be removed from the accident scene.
  - d. Injured innocent by-standers will not be required to test.

## **APPENDIX VIII**

### **Project Worker Agreement**

The purpose of this document is to memorialize the details of the Agreement between the parties around the creation of the Project Worker classification.

1. This Agreement creates the position of “Project Worker”, as part of the Collective Bargaining Agreement (CBA) and is made between Peoples Gas and Coke Company (Company) and Utility Workers Union of America, Local 18007 (Union).
2. Project Workers will be hired on seasonal basis; subject to seasonal layoff. Any layoff/recall activity will be done in accordance with Article VII of the CBA.
3. A Project Worker notified of recall has 72 hours to reply to the Company regarding acceptance of the recall and must report to work no later than 3 business days after accepting recall. The Company shall inform the Union of recall efforts, including results.
4. A Project Worker who, at the time of layoff has corrective action of a one (1) day suspension or greater may not be recalled by the Company. The decision to recall is purely the Company’s and is subject to the grievance procedure within the CBA.
5. Project Workers will be represented by UWUA Local 18007 and have full Contractual rights under the CBA, including grievance procedure. They will be required to acquire and maintain membership in the Union within 30 days, per Article I, section 5.
6. The probationary period for Project Worker will be 180 days during which time the Company may terminate employment without recourse to the grievance procedure of the CBA.
7. Project Worker will pay Union dues and initiation fees as determined by UWUA Local 18007.
8. Project Workers will be paid the wages listed in the CBA for Operations Apprentice – Temporary. All wage increases will follow the listed schedule in the CBA.
9. Project Workers are eligible for holiday allowances while actively working. Project Workers will receive 3 days of PTO after completing the first year of service and 3 days of PTO every calendar year thereafter. Refer to Appendix I, Paid Time off Bank plan. Project Workers are not eligible for any other paid absence time. In accordance with current plan provisions, Project Workers will be eligible to participate in the Company’s 401 (k) plan after working 1,000 hours in 12 months.



10. Project Workers will be eligible to participate in the Company High Deductible Health Plan. Full premium payment is employee's responsibility during layoff period. The employee will not be eligible for any other Company provided benefits such as dental, vision, life insurance, etc.
11. The Company will provide Project Workers the required training to be able to perform all duties for the position, including any required Operator Qualification training.
12. The primary work assignments for Project Workers will be Inside Safety Inspections (ISI), ERT install/replacement, Meter Reading, and shut-offs. Project Workers may also be assigned work duties listed in Article XI, section 4; with the exception of tasks (k), (l), (o), and (q).
13. Project Workers may be assigned to a shop as a 2<sup>nd</sup> person on a Field Service crew for the 1:30 PM or 3:30 PM shift.
14. Project Workers may be assigned to work any shift contained in the CBA: Monday through Friday, Tuesday through Saturday, or Wednesday through Saturday.
15. Project Workers will not be assigned weekend Field Service or Distribution rotational overtime.
16. Project Worker maybe required to drive their personal vehicles and, if so, will receive the IRS mileage rate for travel during the work day per WEC Business and Travel Expenses Policy.
17. Project Worker will be assigned to any location as determined by the Company, at start times as established by the Collective Bargaining Agreement.
18. Use of Project Worker classification does not supersede Article VI – Contract Work in the CBA.
19. Specific contractual provisions of meal allowance, safety shoe reimbursement and shift premiums will apply to the Project Worker classification.
20. Project Workers may bid for any represented posted positions after successful completion of their probationary period, excluding internal represented positions covered under the CBA.
21. Any disputes arising from this Agreement will be subject to the grievance and arbitration procedure, as set forth in the CBA.
22. This arrangement shall become effective upon May 1st, 2018, and shall continue in effect only for so long as the current labor agreement, or successor agreements, between the Company and Union continue in effect.

