

K 6044

PREAMBLE

THIS AGREEMENT is made and entered into by and between THE EAST OHIO GAS COMPANY, now doing business as "DOMINION EAST OHIO", hereinafter referred to as the "Company" and THE NATURAL GAS WORKERS UNION, LOCAL 555, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union".

Article I. UNION RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining agent of all employees covered by this Agreement for the purposes of collective bargaining and for handling all matters within the scope of this Agreement for the time this Agreement is in force.

1.2 This Agreement shall cover and apply to all office, shop and outside employees employed by the Company, excluding all confidential employees as that term is applied under the National Labor Relations Act, as amended, and all employees, whether or not they are confidential employees, in the Communication Services, Public Relations, Employee Relations, Legal, Payroll, Rate, Taxes and Insurance, and Reports and Statistics Departments, all professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended, and employees in positions specifically agreed to be excluded.

1.3 Each month, the Labor Relations Director or Labor Relations Manager will notify the Secretary of the Union's Executive Committee in writing, of the name, effective date, work location, and reason for any employee's bargaining unit status change made under this Article. The Union may appeal any such bargaining unit status change made under this Article within twenty (20) calendar days of the receipt of notification, under the provisions of Article V of this Agreement.

1.4 Within twenty (20) calendar days after any regular or special Union election or appointment, the Secretary of the Executive Committee of the Union will notify the Labor Relations Director or Labor Relations Manager in writing, of duly elected or appointed Officers, Representatives and Stewards. Such notice will include name, home address, home telephone number, work location, term of office and area of representation.

1.5 The Company agrees that if during the life of this Agreement it discontinues operations, sells, leases, transfers or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee or assignees of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee assuming all the obligations of the agreement until its expiration date and treating the affected employees of the bargaining unit in accordance with the terms of this Agreement.

Article II. NON-DISCRIMINATION

2.1 There shall be no interference with, restraint, coercion of, or intimidation against any employee because of participation or non-participation in Union activities or for any other legal pursuits that do not interfere with or adversely reflect upon the Company's integrity.

2.2 Officers, Representatives, and Stewards of the Union may pursue their duties as Union officials, in accordance with the provisions of the Labor-Management Relations Act of 1947, as amended; however, in the performance of such duties they shall not interfere with the Company's operations or with the work of other employees.

2.3 Neither the Company nor the Union will discriminate against any employee because of race, color, national origin, sex, religion, age, handicap, veteran status or by actions which are inconsistent with the provisions of this Agreement.

2.4 Throughout the Agreement, masculine pronouns include both men and women and carry no implied preference for either male or female employees unless the context indicates otherwise.

Article III. UNION SECURITY AND CHECK OFF

3.1 Any employee covered by this Agreement who fails to acquire or maintain membership in good standing in the Union on or before July 16, 1982 or the completion of the probationary period of that employee, whichever is later, thereafter shall be required, as a condition of employment, to acquire and maintain membership in good standing in the Union, or pay to the Union the service fees specified herein.

The term "good standing" shall, for the purpose of this Article, mean that the employee has not been delinquent in tendering the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

The service fees shall be of the same amount and payable at the same times as the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

3.2 The Company agrees to make monthly payroll deductions for the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or service fees equal to said dues and the initiation fees, upon proper authorization signed by any employee covered by this Agreement, and will forward promptly the monies so deducted to the Treasurer of the Union.

3.3 Proper authorization for deduction of periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or service fees equal to said dues and initiation fees, will become effective when presented in the following language:

"I, _____, authorize and direct my employer to deduct from my wages in advance, at regular intervals to be agreed upon by my employer and the Union, the regular dues and the initiation fees established by the Constitution of the Union, or a service fee equal to said dues and initiation fees. The funds so deducted shall be remitted by my employer to the Treasurer of the Union. This authorization shall remain in effect until canceled either by my written request to the Treasurer of the employing Company, or by notice from the proper official of the Union to the Treasurer of the employing Company that my membership has terminated.

" _____ "

Date Signature District

3.4 It is understood that such authorization shall be entirely voluntary on the part of such employee and limited to the period of this Agreement and extensions thereof, and shall be subject to cancellation at any time by the employee's individual written request to the Treasurer of the Company, or by written notice from the Treasurer of the Union to the Treasurer of the Company.

3.5 Any authorization for deduction of Union dues which was proper and had been received by the Company or the Union prior to the effective date of this Agreement, shall continue to be considered a proper authorization for deduction of Union dues in accord with the terms of that authorization.

3.6 Once each month, the Union will submit to the Company in writing a list of all active employees who have failed to tender the funds required in 3.1 above. The Company will notify those persons named and will discontinue employment of such persons who are not in compliance with the terms of this section within thirty (30) days after such notification, upon receipt of a certificate, properly notarized, from the Union of the following:

(a) -That membership in the Union is available to such employee on the same terms and conditions generally applicable to other members, and

(b) -That membership has not been denied to any such employee nor has the membership of any such employee been terminated for reasons other than his failure to tender an amount equal to the periodic fees and initiation fees uniformly required as a condition of acquiring or retaining membership.

3.7 In the event the Company discharges an employee solely for failure to tender the funds required in 3.1 above, the Union agrees to protect the Company and hold it harmless from any claim of such employee that their discharge was not justifiable.

Article IV. UNION LEAVE OF ABSENCE

4.1 The Company will grant a leave of absence without pay to the President and a Union Officer for a period of thirty (30) calendar days. The Union Officer will be designated by the Union President for the entire term of this Agreement. In the case of either Union Officer above, the leave of absence without pay may be renewed for additional periods of thirty (30) calendar days when request for such renewal is submitted in writing to the Labor Relations Director at least seven (7) calendar days in advance of the requested leave.

The Company further agrees that while the President and the designated Union Officer are on a leave of absence, it will pay for time spent in Second Step and 5.7 grievance meetings, vacations, holidays, sickness, and other paid absences as provided in Article VIII, Section 8.18 and 8.19. The President and the designated Union Officer will be paid at the current rate of pay for their respective job classifications prior to being placed on leave of absence.

4.2 The Company agrees to permit the Union officials on leave of absence to have access to its properties during working hours provided they will first make known their presence on the property to the supervisor in charge of the work area to be visited, and provided further that such visits shall not interfere with the Company's operations or with the work of other employees.

4.3 Upon termination of the leave of absence set forth in Section 4.1 of this Article, the Union officials will be returned to the work of their last regular job classification and current rate of pay for that classification or an equivalent position, upon submission of written evidence of good health acceptable to the Company Medical Department.

4.4 Time off without pay may be granted to not more than eleven (11) members of the Union's Executive Committee at any one time for transacting necessary Union business on a daily need basis under the following conditions:

(a) -The request is made not less than two (2) work days in advance of the date requested off.

(b) -The manpower needs of the Representative's work unit will so permit, and his department head approves the request in advance.

4.5 For the purpose of attending a Union convention or conference, the Company will, upon fourteen (14) calendar days' advance written request to the Labor Relations Director or Labor Relations Manager, grant time off without pay to the official delegates of the Union, provided that:

(a) -The employee's department head approves the request.

(b) -The duration of the time off does not exceed convention or conference meeting time, plus necessary travel time.

Article V. GRIEVANCE PROCEDURE

5.1 An employee having a grievance which he, his Steward or Representative is unable to satisfactorily resolve with his immediate supervisor and with the next level of supervision, may process the grievance through the following procedure:

First Step: The grievance shall be reduced to writing and include such items as the name(s) of the person(s) involved, the nature of the grievance, and the provision(s) of the Agreement involved and the remedy sought. The written grievance shall be signed by the grieved employee(s) and submitted to the concerned member of management, not later than fifteen (15) working days after the grievance occurred or was discovered. Failure to take action within the fifteen (15) day time limit will constitute a waiver of the right to grieve on the matter. A copy of each

written grievance shall be forwarded to the Labor Relations Director or Labor Relations Manager by the Union. The concerned member of management shall meet with the Union within five (5) working days of receipt of the written grievance. Attendance at this meeting is limited to four (4) participants for each party, unless either party requests the grievant to be present. The management representative hearing the grievance shall give his written answer within seven (7) working days after the meeting. Failure by management to give its written answer within the specified time limits shall cause the grievance to be automatically processed to the Second Step.

All participants in the First Step must be employees of the Company.

Second Step: If the answer under the First Step is not acceptable, the Union may, within seven (7) working days after the receipt of the written answer, file a written request for a meeting with the Labor Relations Director or Labor Relations Manager. Failure to act within the specified time limit shall constitute a waiver of the right to grieve on the matter. This meeting shall be held within seven (7) working days after the receipt of the written request. Attendance at this meeting will be limited to five (5) participants for each party unless either party requests the grievant to be present. Management's written answer shall be given within seven (7) working days after the meeting. Not more than one (1) of the participants for either the Union or the Company may be other than an employee of the Company in this Step.

A copy of all written requests for meetings under this Section will be forwarded to the Labor Relations Director or Labor Relations Manager.

5.2 Meetings held under the above procedure shall be at mutually agreeable times; likewise, by mutual assent, meetings may be continued or adjourned for periods of time and also the various specified time limits may be extended in the same manner. Every effort will be made to process grievances with the least possible delay.

5.3 Copies of the written answers, as provided for in Section 5.1 of this Article, will be forwarded to the Labor Relations Director and the President of the Union, within the specified time or a mutually agreed upon time period.

If the Company and Union agree, FMCS (Federal Mediation and Conciliation Service) will be utilized on a case-by-case basis.

5.4 Grievances of employees arising out of the same or similar facts and circumstances may be considered as joint and combined by so indicating in the written presentation related to either the First, or Second step and thereby causing all such grievances, including those in earlier steps, to be combined for joint consideration in the meeting intended to consider the most advanced grievance, and likewise, management may, by so indicating in its answer to any grievances, combine such common grievances with the grievance in the most advanced step.

5.5 Two members of the Union's Executive Board and two members of the Employee Relations Department may be present at any step of the grievance procedure over and above the limits set forth in Section 5.1, Steps One and Two.

5.6 Nothing in this Agreement shall be construed as restricting the right of an employee to present grievances and to have such grievances adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of this Agreement; provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

5.7 Wages, hours, working conditions, and other matters of general interest not involving individual grievances but concerning the application of this Agreement to groups of employees will be brought up at a meeting attended by not more than eleven (11) members of the Union's Executive Committee, including the President of the Union. The Union shall be entitled to one additional participant who is other than an employee of the Company. A request for a meeting under this Section will be submitted in writing by the President of the Union, Secretary, or Chairman of the Wage and Grievance Committee to the Labor Relations Director or Labor Relations Manager of the Company, or by the Labor Relations Director or Labor Relations Manager of the Company to the Chairman of the Wage and Grievance Committee of the Union, setting forth the particulars of the matter grieved about, the provision(s) of this Agreement involved, and the remedy sought. The request will also set forth the names of the participants to be present. This meeting will be convened within ten (10) working days from the date of the receipt of the request for such meeting.

The Union may file grievances on questions involving the interpretation and application of this Agreement to individual employees. The same procedure as set forth above in this Section 5.7 shall be followed.

Within ten (10) working days after a meeting pursuant to this Section has been held, the Company shall present a written answer setting forth its position on the matter or matters discussed.

5.8 Time off the job for the purpose of attending meetings provided for in Section 5.1, Step Two, and 5.7 of this Agreement will be granted Union Representatives and Stewards according to Article IV, Section 4.4 of this Agreement, except that the Company will pay for the time off of employees for the purpose of attending such meetings on the following basis:

Section 5.1 - Second step: four (4) employees.

-Section 5.7 - First paragraph - Union group grievances: six (6) employees.

-Section 5.7 - Second paragraph - Union-filed individual grievances: six (6) employees.

Article VI. ARBITRATION

6.1 Any grievance that involves the interpretation or application of the terms and provisions of this Agreement which is not satisfactorily adjusted and settled in the grievance provisions set forth in Article V, may, within fourteen (14) working days after the receipt of the answer at the last step of the grievance procedure, be submitted by the Company or the Union to arbitration. The notice of a desire to so arbitrate shall be in writing and delivered in person to the Labor Relations Director or Labor Relations Manager of the Company or the President of the Union and date stamped by the receiving party.

Failure of either party to proceed to arbitration within the above mentioned time limit will constitute a waiver of the right to arbitrate the matter.

The issue to be arbitrated shall be confined to the contents of the original written grievance as submitted and processed through the grievance procedure of Article V.

Within five (5) working days after receipt of such written notice of a desire to arbitrate, the parties shall request, in writing, the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. Within five (5) days after receipt of this list, the parties shall meet and each strike three (3) names from the list and the remaining name shall be the Arbitrator.

6.2 The hearing shall be promptly convened and full opportunity shall be afforded witnesses and representatives to present their evidence. The decision of the Arbitrator shall be final and binding upon the employees, the Union, and the Company for the term of this Agreement.

6.3 The Arbitrator shall have no authority to change, alter, amend, or abrogate any of the terms or provisions of this Agreement.

6.4 The Company and the Union shall each pay the fees and expenses of their respective witnesses and representatives. The Company and the Union shall equally share the cost of one

transcript of the record of the proceedings, the cost of the hearing room, and the authorized fees and expenses of the Arbitrator.

Article VII. WAGES

7.1 For the term of this Agreement, employees shall be paid in accordance with the negotiated schedule of rates applicable to their respective classifications as outlined in the wage schedule shown in this Agreement.

7.2 It is understood that there will be a salary and wage progression schedule for clerical personnel and for physical workers as outlined in the wage schedule shown in this Agreement.

7.3 Upon the establishment of a new job title within the bargaining unit as defined in Article I, Section 1.2, a meeting will be held with the Wage and Grievance Committee at least fifteen (15) working days prior to the establishment of a new job title to establish by mutual agreement the applicable rate of pay, and that new job title and rate of pay will appear as a supplement to the appended wage schedule. When the parties are unable to agree on a rate, the Company will put a rate into effect and the issue may be submitted to arbitration under the applicable terms of Article VI of this Agreement.

7.4 During the month of March, each department head will conduct an audit of all bargaining unit employees under his jurisdiction with the local Union Representative(s). This audit will attempt to affirm the proper classifications and rates of pay of the employees, giving due consideration to the type, quantity and quality of the work performed. The names, classifications, requested changes, together with supporting reasons for those employees on which agreement is not reached at the local level, may be submitted by the Secretary of the Union's Executive Committee to the Labor Relations Director or Labor Relations Manager no later than April 1.

7.5 Prior to May 1, the Labor Relations Director or Labor Relations Manager will, after a review of the submitted names with concerned management, advise the Secretary of the Union's Executive Committee of the names of those employees approved for adjustment, as well as those disapproved, and the reasons therefore. Any adjustment resulting from the audit will be made effective the first pay period commencing in May.

7.6 For the purpose of conducting the audit each Representative will be given a listing of the names, classifications, wage rate and employment date for those employees whose status he will audit. Two copies of the entire listing will be forwarded to the Secretary of the Union's Executive Committee.

Article VIII. WORKING CONDITIONS

Working Hours

8.1 Normal working hours for employees shall be eight (8) hours per day and forty (40) hours per week.

Non-traditional working hours which differ from the hours shown above may be implemented upon mutual agreement between local Management and the local Union representative, provided these schedules are in compliance with the Fair Labor Standards Act (FLSA) and any other applicable regulations and laws. Assignment of employees to these working hours will be on a voluntary basis and any agreement regarding non-traditional working hours may be canceled by either local Management or the Union upon reasonable notification.

Overtime, Call Out and Premium Pay

8.2 The working day shall begin at the hour when the employee is scheduled to report for work and in the ensuing twenty-four (24) hours the employee shall be paid at the rate of time and one-half for all hours worked in excess of the scheduled shift, except on rotating or revolving shift jobs where the scheduled rotation requires two shifts to be worked in one twenty-four (24) hour period.

8.3 Where an employee(s) is required to work on a scheduled work day during a period not scheduled as his work period for that day, he shall be paid at the rate of time and one-half for

the hours worked outside his scheduled work period unless the employee(s) shall have been given at least twenty (20) hours' notice of such change in working hours. Except in emergencies, the Company will not change work unit schedules until it has afforded the Local Union Representative an opportunity to discuss it. However, in the event an employee(s) is required to work on a schedule for less than one (1) week that is not a regularly established departmental schedule, he shall be paid at the rate of time and one-half for hours worked regardless of notice, but shall not be entitled to shift premium as defined in Section 8.15.

8.4 Employees shall not be required to take equivalent time off without pay for time worked outside of scheduled working hours, on rest days or in emergencies to balance the working schedules.

8.5 In the event an employee is called out to work on his scheduled day off, he shall be paid at the rate of time and one-half for hours worked, except as provided for in Section 8.9 of this Article. In the event he is required to work more than five (5) hours to complete the work for which he is called out, he will be offered additional work to complete a full eight (8) hour day.

8.6 In the event an employee is called out to report for work within three (3) hours, he shall be paid a minimum of two (2) hours plus travel time to the job when called between the hours of 7:00 a.m. to 11:59 p.m. and shall be paid a minimum of three (3) hours plus travel time to the job when called between the hours of 12:00 a.m. to 6:59 a.m.

8.7 Overtime compensation will be computed on the basis of the regular rate applicable to the employee's classification for overtime hours worked.

8.8 Employees scheduled to work on Sundays shall be entitled to an additional one dollar and fifty cents (\$1.50) per hour premium for scheduled time worked.

Employees scheduled to work on a Saturday or Sunday, which is a holiday, shall be paid an additional two dollars (\$2.00) per hour premium for the scheduled time worked.

Work performed outside of scheduled hours on Sundays and holidays will be paid at the rate of double time and the premiums set forth above will not be paid. The double time premium will be paid only for hours actually worked outside of scheduled hours on the Sunday or holiday. Time worked outside of scheduled hours prior to the actual Sunday or holiday, or beyond the actual Sunday or holiday, will be paid the rate of time and one-half.

8.9 Employees not scheduled, but who are called out to work on Sundays or holidays, shall be paid at the rate of double time for all consecutive hours worked. Call-out time worked prior to the actual □ Sunday or holiday will be paid at the rate of time and one-half.

8.10 Any employee who is required to work more than sixteen (16) consecutive hours shall be paid double time for all continuing hours worked consecutively beyond sixteen (16). The Company will attempt to keep the consecutive hours worked by an employee under sixteen (16) except when required. The Company, may in its discretion, allow the employee a rest period of eight (8) hours measured from the time of his release from the aforesaid overtime. If a rest period is permitted, the employee shall be compensated as follows:

(a) -If less than four (4) hours of an employee's scheduled shift is within the eight (8) hour rest period, the employee shall be excused from work for those hours and paid for them at straight time rates provided he reports for work for the balance of his regularly scheduled shift.

(b) -If four (4) or more hours of the employee's scheduled shift fall within the eight (8) hour rest period, the employee shall be excused from the performance of all work on that shift and shall be paid at straight time rates for all hours he was scheduled to work on that shift.

It is intended that an employee who has worked more than sixteen (16) consecutive hours be granted the rest period stated above, however, the Company may, in its discretion, require the employee to report for work at the start of his next regularly scheduled shift. In the event that the employee is required to report at the start of his next regularly scheduled shift, the employee shall be compensated as follows:

(a) -If the time of release from assigned work is less than eight (8) hours, but more than four (4) hours to the start of an employee's next regularly scheduled shift, the employee will be paid time and one-half for all hours worked on that shift.

(b) -If the time of release from assigned work is within four (4) hours of an employee's next regularly scheduled shift, the employee will be paid double time for all hours worked on that shift.

Furthermore, any employee who works more than sixteen (16) consecutive hours which extend into his work period of the next regular work day may, at the Company's discretion, be released from the balance of the shift, in which case he will be paid straight time for the balance of the shift. During a continuing emergency the Company may, at its discretion, allow rest periods for which the employee will not be paid. The overtime rate prior to the rest period will continue after the rest period.

8.11 Working days and days off or rest days shall be considered scheduled when they are determined seven (7) or more days in advance of the calendar dates.

8.12 The employee, with the consent of his supervisor, may change his scheduled shift or day off for personal reasons when he gives his supervisor notice at the earliest possible time, providing that premium payment is not necessitated because of granting the request.

8.13 Time slips shall report entire scheduled time worked as having been worked on the calendar day the work trick started.

Allowance For Reporting To Work and For Interrupted Work

8.14 Employees reporting for work but unable to work, in the opinion of local management, because of inclement weather or conditions beyond control, shall receive a minimum of two (2) hours' pay, provided they remain on the job, and if after the initial two-hour period, work is interrupted by the above conditions, they shall receive a minimum of four (4) hours' pay, provided they remain on the job.

Allowance for Shift Work

8.15 Employees assigned to shift work between the hours of 11:59 a.m. and 6:59 a.m. will be paid a shift premium at the rate of ninety cents (\$0.90) per hour. This premium will be increased by five cents (\$0.05) per hour each year on June 16th for the term of this contract.

The employee's scheduled starting time shall determine his/her base rate for overtime pay purposes.

The shift premium shall be applicable only to time actually worked. Vacations, holidays, and other paid absences will be paid at the regular rate of pay.

Allowance For Temporary Supervisors

8.16 Whenever a Union eligible employee is temporarily assigned to and performs any of the duties of a supervisor, the employee shall be paid an additional thirty cents (\$.30) per hour for the time spent in performing the duties of such supervisor. The thirty cents (\$.30) per hour shall be paid for a minimum of eight (8) hours in any one day. Employees who are assigned to such duties for overtime hours only, shall be paid such premium only for the overtime hours actually worked. (It is not the intent that this provision shall apply to classifications where the job description includes leadership, such as Crew Leaders, C&M Technicians with Helpers, Fitter/Operator with Helpers, Mechanic with Helpers, Lead Mechanic, Lead Machinist and similar cases). The parties agreed not to utilize elected Union Officials and Stewards as Temporary Supervisors.

Temporary supervisor's allowance will be paid when a bargaining unit employee is assigned to and performs any of the duties of a supervisor. If a supervisor is absent, it does not mean that a bargaining unit employee shall automatically be appointed as a temporary supervisor. In many instances another management employee can perform the necessary duties temporarily, in addition to his/her own duties. If the duties of the absent supervisor can be postponed, this may be done.

The assignment of temporary supervisor's premium to a bargaining unit employee is to provide coverage for absences of supervisors.

It must be stressed that this was intended to be and should be handled as a temporary situation and will not be used to forestall the replacement of a full time supervisor. Normally, this temporary supervisor's premium should not be given to employees who have demonstrated that they will never be promoted to the job.

The Labor Relations Director or Labor Relations Manager will review all uses of temporary supervision on a quarterly basis.

Allowance For Meals

8.17 An allowance for meals in the amount of \$8.50 per meal will be given to the employees and increased twenty-five cents (\$0.25) each year on June 16th for the term of this contract.

- (a) No meal allowance shall be granted for regularly scheduled work hours, except as provided in Paragraph (c) below.
- (b) An employee required to work overtime beyond his/her regularly scheduled work day shall be entitled to one (1) meal allowance. Another meal allowance shall be granted for each continuous five (5) hour work period thereafter.
- (c) An employee called out with less than three (3) hours' notice shall be entitled to one (1) meal allowance. The employee shall be entitled to an additional meal allowance for each continuous five (5) hour period thereafter, except when the call out continues into his regularly scheduled work day, the employee shall be entitled to only one (1) meal allowance during his regularly scheduled work day.
- (d) An employee scheduled to report to work with less than twenty (20) hours' notice on his regularly scheduled "off day", shall be entitled to one (1) meal allowance. If he works ten (10) continuous hours, he shall be entitled to one (1) additional meal allowance. Another meal allowance shall be granted for each continuous five (5) hour work period thereafter.

Allowance For Civic Duty

8.18 Any employee, except summer casuals, required to perform civic duty as defined below, will be granted time off without loss of pay. He/she will not be required to work partial work days while performing such civic duty. To be eligible for civic duty pay, the employee must submit promptly and in advance to his/her supervisor, notice from the governing authority. Civic duty means:

- (a) Employees on Jury Duty will be scheduled for the normal day shift, Monday through Friday, when sufficient notice has been given to avoid the necessity of overtime.
- (b) Service as election day judge, clerk of elections or other election official in either National, State, County or Municipal elections.
- (c) An employee subpoenaed as a witness in a court proceedings. An employee may not take advantage of this Subsection if he/she is named a party to such proceedings, or if the subpoena arises out of employment other than for the Company, unless such employment is essentially volunteer in nature for an organization with a civic purpose.

Any fee received for performing such civic duty will be retained by the employee and will not be deducted from his/her pay.

Allowance For Death In Immediate Family

8.19 In case of death in the immediate family, any employee, except summer casuals, will be allowed necessary time off up to three (3) work days without loss of pay for circumstances arising from the death.

Immediate family is defined as employee's spouse, children, parents (or relative standing in place of a parent), brothers or sisters, spouse's brothers or sisters, brother's or sister's spouse,

father or mother-in-law, grandchildren, grandfather, grandmother, spouse's grandfather and grandmother, son-in-law and daughter-in-law, and all step and half relationships.

Allowance For Use of Personal Automobile on Company Business

8.20 Employees authorized to drive their personal automobile on Company business will be reimbursed under the Company's basic mileage plan. The automobile mileage allowance covers all normal operating expenses and it is expected that employees authorized to drive their personal car will carry personal auto-mobile insurance which reflects their frequency of business use.

An employee will be allowed mileage from his home to the job assignment and return when "called out".

When an employee is not required to go to his assigned reporting location before going to a job assignment, he/she will be allowed mileage from his home to his/her job assignment. Likewise, if the employee is not required to return to his reporting location at the end of the workday, but is permitted to proceed from work location to home, he/she will be paid mileage for the trip home. In addition, mileage allowance at the rates stated above, will be paid for miles traveled between work assignments.

Allowance For Training

8.21 When training is given at a location other than the employee's normal reporting location, and the employee is required to use his/her personal vehicle, the Company will reimburse the employee for mileage under the Company's basic mileage plan. The mileage will be based on the distance from the employee's normal reporting location to the training location.

Overtime will be paid for travel time outside the first shift, Monday through Friday schedule, if management determines it necessary to accommodate timely arrival and departure of the training.

In addition, the Company agrees to pay an allowance for meals and miscellaneous expenses while attending classes at Company Training Centers when overnight accommodations are required by the Company in the amount of thirty dollars (\$30.00) per day.

This allowance does not include costs for lodging and travel, which will be paid by the Company. No other reimbursements will be paid to the employee.

Allowance For Clothing

8.22 A clothing allowance of twenty cents (\$0.20) per hour for the time actually worked will be paid to employees in the following classifications: (This allowance will be granted to Technicians in the Engineering departments only on days when working in the field and to Field Clerks only on the days when working in the Warehouse). The allowance will be increased one cent (\$0.01) each year on June 16th for the term of the contract.

Bench Machinist	Lead Machinist
Beta Analyzer Technician	Lead Mechanic
Blacksmith	Machinist
Building Maintenance	Mechanic
Person	Mechanic Helper
Compressor Station Operator	Meter Shop Technician
Compressor Technician	Millwright
Communication Specialist	Natural Gas
Communication Technician	Vehicle Specialist
Dispatch Technician	Test Mechanic
(Gross Station)	Total Energy Plant
Engineering Technician	Technician

Field Clerk (Warehouse)
Field Operator
Fork Lift Operator
Gas Detection Equipment
Operator
Gas Detection Technician
Gas Operations Technician
Heavy Equipment Operator
Helper:
Compressor Station,
Gas Operations, Warehouse

Utility Person
Warehouse Person
Weldor Crew Leader
Weldor Specialist
Well Hand
Well Cleaner
Well Specialist

Allowance For Inspectors
Working With Contractors

8.23 In addition to the Allowance for Use of Personal Automobile, employees assigned to do inspection work with contractors will receive an additional \$3.00 per day to compensate them solely for the use of their automobile in the field as an office and the transporting of necessary work equipment. This allowance will be paid for each day that the employee is required to use their car while working with a contractor in the field.

Pilot Programs

8.24 Prior to implementing any pilot program, the Company will discuss it with the Wage and Grievance Committee.

Article IX. DISCIPLINE

9.1 There will be no disciplinary action of any kind, including discharge, unless it is for just cause.

9.2 The Local Union Representative shall be notified immediately by the management representative prior to taking disciplinary action of any kind giving full particulars of the reason(s) for the extent of such disciplinary action.

9.3 An employee shall have the right of appeal through the grievance procedure of Article V to question the propriety of any disciplinary action taken against him/her.

9.4 All suspensions or discharges may be processed in the grievance procedure beginning at the second step specified in Section 5.1 if so requested in a written grievance, a copy of which is sent to the Labor Relations Director of the Company.

It is also understood that the Company shall afford, if available, an additional Union Officer, including Stewards, upon request, to record minutes of any meetings which could lead to discipline.

9.5 All Type I and Type II disciplines will become stale and invalid upon the employee's maintaining a record free of any disciplinary action for a period of three (3) years. All Type III disciplines will become stale and invalid upon the employee's maintaining a record free of any disciplinary action for a period of five (5) years. Once discipline becomes invalid, neither the Company nor the Union may refer to or use the stale discipline to support or defend its position in any future proceeding involving discipline for any employee, or in the grievance or arbitration procedure for any employee. Active discipline which becomes invalid during the processing of a related grievance or arbitration may be used by either party to support or defend its position until the grievance has reached its final disposition.

**Article X. PRODUCTIVE WORK
BY SUPERVISORS**

10.1 It is understood and agreed by the Union that supervisors are responsible for the safety, direction, and supervision of the work forces assigned to them.

10.2 It is also understood and agreed by the Union that supervisors are at times required to perform physical work for the purposes of instruction, protecting life or property and occasional physical work that requires their special skills. It is further understood and agreed that supervisors may be required to perform work for the purposes of instruction and to perform other work daily which is similar to, but usually of a more difficult or specialized nature, than that which is performed by employees they supervise.

10.3 The Company and the Union agree that complaints concerning supervisors performing bargaining unit work, other than that which is stated in Section 10.2 of this Article, will be made the subject matter of a written grievance under Article V of this Agreement.

Article XI. VACATIONS

11.1 Regular full-time employees and part-time employees (scheduled to work 1,000 hours or more in a calendar year), completing active service as of December 31 of a given year will be granted vacation based on the following schedule.

Years of Service	Vacation Granted for Full-Time Employees	Vacation Granted for Part-Time Employees (scheduled to work 1,000 hours or more per calendar year)
1-4 years	80 hours	40 hours
5-13 years	120 hours	60 hours
14-21 years	160 hours	80 hours
22-29 years	200 hours	100 hours
30+ years	240 hours	120 hours

11.2 A regular employee reaching his/her 1st, 5th, 14th, 22nd or 30th year of service will be granted an additional week (40 hours) of vacation on January 1 of the year in which he/she reaches this milestone.

Newly hired full-time employees are eligible for vacation after their first full month of employment. These employees will be granted one (1) day of vacation for each full month of employment in the year of their employment up to a maximum of eighty (80) hours. Newly hired part-time employees will receive four (4) hours of vacation for each full month of employment in the year of their employment up to a maximum of forty (40) hours (part-time employees scheduled to work 1000 or more hours per calendar year).

11.3 For the purpose of vacation policy, the table below provides the procedure for determining an employment service date if a break in service has occurred:

If the length of the break in service is...	Then the employment service date is...
None (continuous service with no break)	Original hire date
Less than 6 months	Original hire date
Six months, but less than five years	Original hire date plus the length of time the employee was separated from the company.
Five years or more	Re-hire date. No credit is given for prior service.

11.4 Periods of disability resulting from accident incurred in performance of duty (as determined under the Benefit Plan) shall be considered active employment and are not to be so

deducted. Vacations shall be deemed to commence on the employee's first normal working day or shift on which he is absent from work for vacation purposes. The vacation week shall consist of 40 working hours and two (2) rest days. A holiday is not to be counted as part of the vacation, but rather the vacation shall be extended to include another work day.

11.5 Every effort will be made to provide employees with vacation periods during the months of June, July, August and December if desired by them, consistent with the workload and proper operation of the work unit as determined by the Company and reviewed with the local Union Representative. Seniority, as described in Article XIV, Section 14.1 (i), shall determine selections of vacation time off. Annually, prior to February 15, employees will be canvassed to determine their preference for vacation periods. Any employee who fails to designate his vacation choice by March 1, shall not be entitled to exercise his priority of choice due to seniority until all other employees in the work unit have made their selection. Thereafter, his priority shall apply only to the remaining unscheduled vacation periods. Vacation schedules shall be promptly posted after approval of the department head.

Employees may also choose to sell or carry over portions of their earned vacation based on the following guidelines.

(a) -Full-time employees may carry over up to forty (40) hours of vacation into the succeeding calendar year. Rescheduled vacations will have the lowest priority in selecting dates for vacation.

(b) -Part-time employees (scheduled to work 1,000 hours or more per calendar year) may carryover up to twenty (20) hours of vacation into the succeeding calendar year. Rescheduled vacations will have the lowest priority in selecting dates for vacation.

(c) -Full time employees can sell up to 40 hours of unused vacation, in half day segments each calendar year.

(d) -Part-time employees (scheduled to work 1,000 hours or more per calendar year) can sell up to 20 hours of unused vacation, in half day segments each calendar year.

11.6 Earned vacations may be taken in periods of 40-hour increments or multiples thereof.

11.7 Any employee may take partial periods of his/her earned vacation including half day segments, subject to reasonable Company approval, providing the employee notifies his/her supervisor prior to the start of his/her shift, for the following:

(a) Major surgery or emergency illness in his immediate family as defined in Article VIII, Section 8.19.

(b) Childbirth by his wife

(c) Additional time for circumstances arising from the death of a family member as defined in Article VIII, Section 8.19.

(d) Attendance for funerals not covered in Article VIII, Section 8.19.

(e) Legal matters

(f) Personal emergencies when 24 hour notification can not be provided

In addition to the above, an employee may take partial periods of his/her earned vacation, including half day segments, subject to reasonable Company approval, for personal matters providing the employee notifies his/her supervisor no less than twenty-four (24) hours in advance of the start of his/her shift.

11.8 In the event an employee is unable to schedule his/her vacation during the calendar year because of sickness, death in the immediate family, civic duty, military duty or at the request of the Company, he/she will be rescheduled for the vacation not completed, during the following year. Rescheduled vacations will have the lowest priority in selecting dates for vacation.

In the event he/she is unable to reschedule and complete his/her vacation during the following year, he/she will be paid in lieu of vacation, using the employee's straight time hourly rate at the time of payment.

11.9 The Company will permit an employee, subject to the requirements of its work schedule, to reschedule at the time approved by the Company, that part of the employee's vacation during which he is hospitalized. The employee must have been hospitalized for emergency in-patient treatment of injury or unanticipated sickness which is not directly or indirectly caused by or due to intoxication or the use of intoxicants as a beverage, or to the use of stimulants, drugs, or narcotics, or to unlawful acts, or to fighting unless in self-defense against unprovoked assaults, or to injury received in any brawl, or to the willful intent of the employee to injure himself or another. As used in this Section, "hospitalized" means admitted to and present as a patient in an institution recognized as a hospital for insurance purposes by the Medical Care Plan.

11.10 In the event that a death in the immediate family, as defined in Article VIII, Section 8.19, occurs while an employee is on vacation, the employee will be allowed up to three (3) work days without loss of pay for circumstances arising from the death. That part of the employee's vacation shall be rescheduled, subject to the requirements of the work schedule and approved by the Company, providing the employee gives immediate notification to the Company. In the event an employee is summoned for Jury Duty, as defined in Article VIII, Section 8.18 (a), during a scheduled vacation period, that part of the employee's vacation shall be rescheduled, subject to the requirements of the work schedule and approved by the Company, providing the employee notifies the Company in advance of attending Jury Duty and supplies proper documentation.

11.11 Full-time employees can purchase up to forty (40) hours of vacation each year. Part-time employees (scheduled to work 1000 hours or more per calendar year) can purchase up to twenty (20) hours of vacation per year. Purchased vacation will be deducted from the employee's pay for the vacation hours taken, at their regular rate of pay. Purchased vacation schedules must be approved by the Company.

Article XII. HOLIDAYS

12.1 In order that employees, except summer casuals, shall not lose pay because of the occurrence of a holiday, the company recognizes the following holidays, and subject to the conditions stated below, they shall be granted with pay to all employees, except summer casuals, on active payrolls:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	
Personal Holiday	

12.2 When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday. In the event other dates are set by the State of Ohio for the observance of any holiday recognized herein, those dates set by the State of Ohio will take precedence over the dates set forth herein.

12.3 If the recognized holiday falls on the employee's rest day, he/she will be scheduled for an additional day off with pay or he/she may elect to be paid for the holiday at his/her regular rate of pay.

12.4 An employee may designate any two scheduled work days of his/her choice per calendar year as his/her personal holidays, provided, the supervisor approves the employee's requested days.

12.5 Employees scheduled to work on a recognized holiday shall be entitled to holiday pay at their regular rate and either A or B below :

- A. Pay at time and one half for scheduled hours worked
- B. Equivalent time off with pay not exceeding eight (8) hours. The date of the equivalent time off will be mutually established within five (5) working days following the holiday worked and cannot result in overtime for the department.

12.6 Sections 12.3 and 12.5 describes only the extra considerations granted for recognized holidays. The compensation paid for the work performed is determined in Article VIII of this Agreement.

12.7 If an employee leaves the Company and has earned but unused personal holidays, the employee will be paid in lieu of these holidays at his/her regular rate of pay.

Article XIII. BENEFIT PLANS

13.1 Effective from June 16, 2001 until January 1, 2002 the Disability Benefit Plan, Long Term Disability Plan, Survivor Benefit Insurance, Group Insurance Program, Employees' Pension Plan, Employees' Thrift Plan, Dental Care Plan and all Medical Care Plans shall be governed solely by the provisions of such plans as in effect on June 15, 2001.

13.2 Effective January 1, 2002 the employees covered by this Basic Agreement shall be covered by the benefit plans detailed in the Benefits Agreement which is effective from January 1, 2002 until and including June 15, 2006 which is hereby fully incorporated in this Basic Agreement.

The administration of these benefit plans shall be the responsibility of the Company. No changes affecting benefits shall be made in such plans unless by written agreement between the Executive Committee of the Union and the Company. The Company shall give the Union not less than ten (10) working days written notice before any change is made in the provisions of any of the above plans

Article XIV. SENIORITY

14.1 Seniority as used herein is defined as the status accruing to employees through length of service which entitles them to the preferences provided for in this Article. Seniority shall be determined by length of continuous service in a department or service in other units performing like work except as follows:

- i. Vacations - Seniority for the purpose of selecting vacation time off will be based on total credited service.
- ii. Layoff for lack of Work and Recall - In cases of layoff for lack of work, total credited service and job qualifications will be recognized, as applied under Article XVI of this Agreement.
- iii. Excess Employees - For the purpose of applying seniority when relocating excess employees, total credited service and job qualifications will be recognized in accordance with Article XV, Section 15.11 of this Agreement.
- iv. Representatives - Elected Union Representatives will be granted top seniority in their departments for the purpose of selecting work schedules, involuntary and temporary transfers, relocating excess employees, layoff and recall.

- v. Involuntary Transfers - For the purpose of applying seniority in involuntary transfers, total credited service will be recognized in accordance with Article XV, Section 15.6 of this Agreement.

Regular Work Schedules

14.2 Seniority for the purpose of establishing regular work schedules at a designated work location will be based on continuous departmental service and either job qualifications or classification, except where a different method of scheduling is mutually agreed upon between local management and the Union, in which case, the local agreement will take precedence over this Section. (This seniority preference will not apply in operations such as Border Stations, Compressor Stations and Gas Control where the accepted practice is to rotate the entire work force).

Promotions And Reclassification

14.3 It is the policy of the Company to fill bargaining unit jobs from the ranks of qualified Union eligible employees. Whenever there is a job to be filled within the bargaining unit where a Union eligible employee may qualify for promotion or reclassification, the local Union Representative shall be notified of such opening. Reclassification as used in this Section refers to a change in job title due to the filling of a job opening, and does not refer to a change in job title resulting from advancement because of increased skill and merit.

14.4 The local Union Representative will be given a reasonable time in which to submit and review the names of candidates for such job opening. Selections for promotions or reclassification to union eligible jobs shall first be reviewed with the local Union Representative before the final appointment is made. In cases of selection for promotion or reclassification to Union eligible jobs, the qualifications of the candidates for the job being equal, seniority will be the deciding factor. All employees will be permitted two (2) successful job bids or transfers excluding reporting location changes in a four (4) year period. Exceptions to the foregoing will be made only in cases where a new hire would result.

14.5 The Company will provide the Union with detailed job specifications for job openings under this Article. The specifications will include information as to job qualifications, rate of pay and other requirements for the job to be filled. Notice of the job vacancy will state the bidding period. A copy of the job specifications will be forwarded to the Principal office of the Union and to the Labor Relations Director or Labor Relations Manager by the Employment Department.

14.6 In addition to considering the employee's record and past performance, the employee may be given reasonable tests, oral, written, or practical, to assist management in determining the employee's qualifications. These tests will not be used as the sole factor for determining qualifications.

Article XV. TRANSFERS

Voluntary Transfers

15.1 Any employee may request a transfer. The employee must submit such request on Form ER-120 (Employee Transfer Request) to his immediate supervisor, with a copy to the Employment Manager.

15.2 Transfer requests for a change in reporting location only, when submitted by a top job title classification employee, will be discussed at the time of submission, by the local Union Representative and the concerned supervisor. If there is an opening, the transfer shall be made as soon as practical. If no opening exists to which the employee can be transferred, his request will be placed on file in the Human Resources Department. Transfer requests on file in the Human Resources Department will be reviewed by the concerned management personnel, when it is determined that an opening exists and a top job title classification employee is required. In selection of employees to be transferred, all candidates being qualified, seniority will be the deciding factor. Transfer requests will be discussed before a new employee is hired.

It is understood that advancement within a department because of increased skill and merit, as outlined in Section 14.3, will take precedence over transfer requests.

15.3 Transfer requests for a change in reporting location only, when submitted by other than a top job title classification employee will be discussed at the time of submission, by the local Union Representative and the concerned supervisor. If there is an opening for which the employee can qualify, the transfer shall be made as soon as practical. If no opening exists to which the employee can be transferred, his request will be placed on file in the Human Resources Department. Transfer requests on file in the Human Resources Department will be reviewed by concerned management personnel when it is determined that an opening exists and a title classification held by the employee requesting transfer is required. Selection of employees to be transferred will be based on total qualifications, and where qualifications are equal, seniority will be the deciding factor.

It is understood that advancement within a department because of increased skill and merit as outlined in Section 14.3, will take precedence over transfer requests.

15.4 All transfer requests to change job duties, job classification, or reporting location will be acknowledged by the Human Resources Department, and will be kept on file for review and consideration on all future job openings related to the transfer request. If any related job opening is of a nature that would normally be subject to the bidding provisions of Article XIV, those provisions will take precedence and any employee having a transfer request on file related to that opening, will be included in the list of candidates.

Monthly, the Human Resources Department will review the transfer request on file to determine if any of the employees requesting transfers have filled a posted vacancy or have accepted a voluntary transfer from another department. All transfer requests will be sent to Local Union Representatives monthly. Those transfer requests will no longer be valid and Form ER-120 will be returned to the employee with the reason(s) for the action. If the employee still wishes to be considered for the transfer, he must submit a transfer request.

Involuntary Transfers

15.5 An involuntary transfer means a transfer from one reporting location to another, when such a transfer had not been requested by the employee and when he has not voluntarily accepted such transfer.

15.6 Involuntary transfers will be discussed jointly between the Union and management before such transfers will become effective. If a mutually satisfactory solution is not reached in a reasonable time, the employee or employees at the shop or work location from which the transferee is to be selected, having the least (seniority within) total credited service in the title classification to be filled, will be the employee or employees to be involuntarily transferred.

15.7 Any employee who is involuntarily transferred shall so notify his supervisor at the location from which he was transferred. Notification shall be submitted in writing within fourteen (14) calendar days of the effective date of the involuntary transfer. An employee who has been involuntarily transferred and has complied with the requirements of notification as outlined shall have prior consideration to voluntary transfers to his title classification at the location from which he was transferred. Any promotion made after the transfer will automatically nullify the recorded transferee's request.

If the classification or department at the location from which the employee is involuntarily transferred is eliminated, management and the Union Committee will discuss the situation to determine if there is another position to which the employee will have first choice of filling an opening.

Temporary And Emergency Transfers

15.8 An emergency transfer may be made when additional qualified personnel are required at another reporting location in order that service be not impaired. The Company will notify the Union of the conditions prior to the date of transfer unless immediate transfer is necessary, in which case such notice shall take place promptly following the transfer. Under no conditions shall this transfer be longer than sixty (60) days.

15.9 Temporary transfers shall not be of longer duration than sixty (60) days and must be jointly discussed between the Union and management before becoming effective. Employees who are temporarily transferred under Section 15.9 will maintain their regular classification and rate of pay.

Transfers Affecting Union Stewards

15.10 Whenever temporary transfers are made, a Union Steward may exercise preferential department seniority by electing to retain his Steward's office and not be transferred, until all other employees with his title classification in his department have been transferred. This clause shall be applicable to Union Stewards holding office at the time of the effective date of this Agreement or any replacement to said office.

Relocating Excess Employees

15.11 Upon determination by management that employees are to be transferred, relocated or reassigned as excess employees in their regular department(s) for any reason, a joint meeting will be held with not more than eleven (11) members of the Union's Executive Committee, including the President of the Union, at least thirty (30) calendar days prior to the date of the transfer, to discuss the plans of accomplishing the relocation of the excess employees. The Union shall be entitled to one additional participant who is other than an employee of the Company. It is agreed that consideration will be given to the operating needs of the Company and the skill, qualifications and seniority of the individual employees.

However, if the excess employee's rate of pay is in excess of the maximum rate for the new classification, then the following conditions will apply:

- (a) The employee's rate of pay at the time of transfer will be fixed as of the date of transfer, and
- (b) The employee will not receive general increases until the maximum rate of pay of the job classification the employee is performing is equal to this employee's rate of pay.

It is further agreed that each excess employee shall carry his/her seniority earned in the department he/she is leaving into the department to which he/she is being transferred. In the event that any opening occurs in the classification and from which the excess employee was transferred, said employee shall have first choice of filling the opening in the order of the seniority he/she held within that department. An employee filling such an opening shall return to that department with the same seniority he/she would have had if he/she had not been transferred from that department.

If the classification or department at the location from which the employee is "excessed" is eliminated, the Union's Executive Committee and Management will discuss the situation to determine if there is another position to which the employee will have first choice of filling an opening.

Transfers To Affiliated Companies

15.12 In the event any work performed by any division, department or sub-division thereof is transferred to any affiliated company or companies, employees performing such work who are offered and accept transfer to the payroll of the affiliated company shall not be considered laid off and such employees not offered or accepting such transfer will be offered another job in the Company with no loss of pay. Where such transfers are to be made, a meeting will be held with not more than eleven (11) members of the Union's Executive Committee, including the President of the Union, at least thirty (30) calendar days prior to the transfer to

discuss the Company's plans. The Union shall be entitled to one additional participant who is other than an employee of the Company.

Disability Transfers

15.13 It is further agreed that if an employee is certified by the Company Medical Director as either physically or mentally disabled to perform the duties of the employee's job classification, then the Company will attempt to place that employee in a job opening that, in the Company's opinion, the employee is able to adequately perform. However, if the disabled employee's rate of pay is in excess of the maximum rate for the new classification, then the following conditions will apply:

- (a) The employee's rate of pay at the time of transfer will be fixed as of the date of transfer, and
- (b) An employee with less than twenty years of continuous service will not receive general wage increases until the maximum rate of pay of the job classification the employee is performing is equal to this employee's rate of pay.
- (c) An employee with twenty or more years of continuous service at the time of disability will receive one-half of any general wage increases until the maximum rate of pay of the job classification the employee is performing is equal to this employee's rate of pay.
- (d) All potential disability transfers must be reviewed by the Labor Relations Director or Labor Relations Manager before becoming effective.

It is further agreed that the Company and Union will comply with the Americans with Disabilities Act (ADA) when any transfer under this section is made.

Article XVI. LAYOFF AND RECALL

16.1 A layoff results from a lack of work which shall be the sole responsibility of the Company to determine in accordance with Article XXI of this Agreement, and causes a reduction in the manpower requirements of a seniority unit as hereinafter defined.

16.2 For the purposes of layoff and recall only, seniority units are defined as follows:

1. -Cleveland Distribution, Lake Shore Distribution and Operating Services.
2. Akron
3. Canton
4. Warren/Youngstown
5. Gas Supply Division
6. Staff Office Departments/#2 Works
7. Staff Office Departments/Cleveland Main Office

16.3 Upon determination by the Company that a layoff is required because of lack of work, a joint meeting will be held by concerned management with not more than eleven (11) members of the Union's Executive Committee, including the President of the Union. The Union shall be entitled to one additional participant who is other than an employee of the Company. This meeting will be held at least twenty (20) working days prior to the layoff date, to explain the reduction in manpower requirements, the probable duration thereof, and the order of layoff and recall.

16.4 In cases of layoff, total credited service, job qualifications and special skills will be recognized within the seniority units defined in Section 16.2. The employee having the least amount of such seniority, job qualifications and special skills, will be the first to be laid off. In cases of recall, the employee laid off last shall be recalled first.

16.5 Upon the designation of employees to be laid off, and prior to their actual layoff, the employees to be laid off will be offered an opportunity to qualify for any authorized job opening within the Company, existing at the time of layoff. Where the qualifications of an employee for employment in such other authorized job opening are questionable, he will be given a reasonable period of time, not to exceed thirty (30) calendar days, on the new job to have his qualifications established.

16.6 Any regular employee who exercises his rights, as provided for in Section 16.5 of this Article, and is not placed on a job, will be placed on a recall list for a period of twelve (12) calendar months from his layoff date. If he has not been recalled to work within the twelve (12) calendar month recall period, his recall rights will expire.

16.7 Any regular employee who has at least twelve (12) months of credited service who is not placed on a job under the provisions of this Article, may elect to receive a severance allowance in lieu of being placed on a recall list. The severance allowance will be paid at the rate of one week of base pay at the regular job classification rate held prior to the layoff date for each full twelve (12) months of total credited service according to the following schedule: one full year of service but less than 5 years of service, 8 weeks; 5 through 9 years of service, 12 weeks; 10 through 14 years of service, 16 weeks; 15 through 19 years of service, 20 weeks; 20 or more years of service, 24 weeks.

16.8 If it is determined that an entire Seniority Unit is to be eliminated, all employees in the affected Seniority Unit will be entitled to exercise their total credited service and job qualifications in any other Seniority Unit.

At a time when regular full-time employees are on layoff in a Seniority Unit, as defined in Section 16.2 above, management trainees will not perform bargaining-unit work, as provided for in Article XVIII, Section 18.1; also, the Company will not employ summer casuals, temporary or waived employees in that Seniority Unit.

Article XVII. NEW EMPLOYEES

17.1 Newly hired employees who satisfactorily pass the Company's physical examination and who submit satisfactory proof of age will be made regular sixty (60) working days following employment. Newly hired employees will be on probation for the first ninety (90) working days following employment, during which time they may be terminated by the Company without recourse to the grievance procedure of this Agreement.

17.2 The time limits set forth in Section 17.1 of this Article will not affect the time factors in any of the automatic wage progression schedules.

17.3 In accordance with the time limits set forth in Section 17.1 of this Article, newly hired employees will be prohibited from submitting a bid as outlined in Article XIV, Section 14.3 and/or a transfer request as outlined under Article XV, Section 15.1 of this Agreement during the first ninety (90) working days following employment.

17.4 If a probationary employee is continuously absent for any reason for a period of fifteen (15) days or more, the probationary period will be extended by the length of the absence.

Article XVIII. TRAINEES AND SUMMER CASUALS

18.1 College graduates employed as management trainees may be assigned work at different occupations within the bargaining unit, in any department, as part of a training program. While so employed, trainees, shall neither be affected by the terms of this Agreement nor by their employment, affect the status of other employees of the department. It is understood that no employee shall be retained as a trainee for more than a period of two (2) years.

18.2 The number of management trainees assigned under Section 18.1 at any given time shall not exceed one (1) percent of the number of regular employees in the bargaining unit. A list of names and assignments of trainees assigned under Section 18.1 will be furnished to the Union on July 1 each year, and the Union will be promptly notified of any additions or deletions.

18.3 College graduates currently employed in the bargaining unit will be afforded an opportunity to qualify and enter the college graduate trainee program.

18.4 The Company will furnish the Union with a tentative list of summer casual employees by May 1 of each year, setting forth the number, division, and department and the general type of work to be performed. A final list of names and departments of summer casual employees will be furnished to the Union on July 1 each year.

Article XIX. CONTRACTING WORK

19.1 All work contracted by the Company with a contractor will not in any way cause layoff, curtailment below a normal scheduled work week, or demotion.

19.2 In cases where a contractor is to work overtime and the nature of the overtime work is such that it would normally be performed on regular time and would normally require the employee's(s') services with the contractor, the employee(s) will also be afforded the opportunity to work overtime.

19.3 In the Company's commitment towards a continuing Quality Partnership, the Company agrees it will notify and discuss through their local Management Representatives and the local Union Representative when contracting of work is to be considered prior to implementation. This notice will be given prior to the actual contracting of work; however, in emergency situations, the local Union Representative will be notified immediately.

Article XX. SAFETY

20.1 The Company will provide safe, sanitary and healthful working conditions. While management has a responsibility for safety, it is recognized that close cooperation with the Union should be maintained. It is agreed that the Manager, Health and Safety will cause periodic safety inspections to be conducted.

20.2 The Company and Union shall each appoint one member to serve on a joint Labor-Management Safety Advisory Committee to advise the Manager, Health and Safety of conditions which affect the safety and health of employees and to make recommendations as to how such conditions might be corrected.

- (a) The joint Committee shall meet not less than once a month at a mutually agreed time and place.
- (b) Minutes of all meetings of the joint Committee shall be made and maintained by the Company. A copy of the minutes of each meeting will be sent to the Union member and the President of the Union within two (2) weeks of the date of the meeting. Minutes shall conform to the following outline:
 - 1. Date and place of meeting;
 - 2. Names and positions of those present;
 - 3. Description of each safety and health subject discussed;
 - 4. Statement of Union position;
 - 5. Statement of Company position;
 - 6. Summary of discussion;
 - 7. Decision reached, if any.
- (c) If the Union member of the joint Committee disagrees with the accuracy of the minutes as prepared by the Company, he shall set forth his disagreements in a letter to the Company member; and the minutes, except for said disagreements, shall be regarded as satisfactory.
- (d) Time spent in meetings of the Committee by the Union Representative will be compensated for by the Company at his regular straight-time hourly rate.
- (e) If alleged unsafe working conditions are not resolved in the joint Committee meeting, the Union Representative may refer the matter in writing to the Manager, Health and Safety. If the matter is not resolved by the Safety Department, it may be brought up in a meeting provided for in Article V, Section 5.7 of this Agreement.

20.3 The Union hereby designates its representative on the Safety Advisory Committee as the representative of employees for the purposes of investigations or inspections made pursuant to the Occupational Safety and Health Act and regulations adopted thereunder. If the Union's representative on the Safety Advisory Committee is not available to represent the employees in the above circumstances, one (1) Union Representative for the area where the inspection or investigation takes place, will serve as the employees' representative.

20.4 The Union member of the Safety Advisory Committee or the Union Representative serving as the employees' representative will be paid for the time spent on the walkaround portion of the official Occupational Safety and Health Act inspection. The pay will be calculated at the particular employee's straight time rate. However, for purposes of the walkaround the sections of Article VIII of this Agreement pertaining to call out and premium pay will not apply.

Article XXI. MANAGEMENT

21.1 The right to enforce discipline, to employ, transfer, suspend or discharge employees and otherwise to manage the Company and direct its working force is reserved by and vested exclusively in the Company providing the terms of this Agreement are given full consideration.

Article XXII. MUTUAL RESPONSIBILITY

22.1 It is recognized by the parties hereto that both employees and management have a continuing responsibility to serve the public interest. This includes the responsibility to be reasonably available for emergency call-outs.

22.2 It is therefore agreed that whenever any labor dispute, controversy, grievance or difference arises between the Company and the Union, or between the Company and any of its employees as to the meaning, application or operation of any of the provisions of this Agreement, or anything done by the Company or by the Union, there shall be no lockout by the Company nor strike by the Union.

22.3 It is further agreed that no employee will intentionally interfere with or cause interference with the Company's business dealings or relationships with governmental agencies with which the Company does business.

22.4 It is also agreed that no employee will quit, suspend, retard or stop work at any time while this Agreement is in effect, over any dispute, controversy, grievance or difference. All such disputes, controversies, grievances or differences shall be adjusted, settled or determined under the terms of this Agreement.

Article XXIII. TERM OF AGREEMENT

23.1 This Agreement, and the Supplemental Agreements effective for the same term of this Agreement, and executed at the same time as this Agreement was executed, constitute the entire agreement between the Company and the Union and no change or amendment shall be made except with the mutual consent of the parties hereto to be evidenced by an executed written agreement.

23.2 This Agreement shall be in effect from June 16, 2001 until and including June 15, 2006 and for renewal periods of one (1) year thereafter, unless it is canceled by either party as of June 15, 2006 or any June 15th date thereafter, by giving notice in writing at least sixty (60) days prior to the termination date of June 15, 2006 or any annual termination date thereafter.

23.3 Negotiations for a new Agreement shall commence not less than forty-five (45) days prior to the termination date of this Agreement. This Agreement may be canceled at any time only by the mutual agreement and consent of the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to hereunto set their signatures, on the twenty-first day of August, 1997, in Cleveland, Ohio.

FOR THE EAST OHIO GAS COMPANY

By _____

Dale N. D'Alessandro

By Ronald R. Rizzo

Eric S. Hall

Jeffrey A. Hutchinson

Kathleen C. Johnson

Michael L. McKee

Edward Y. Price

Michael C. Reed

James J. Smith

Morris D. Davis (In Memoriam)

THE NATURAL GAS WORKERS UNION, LOCAL 555, SERVICE EMPLOYEES' INTERNATIONAL UNION,
AFL-CIO

By _____

Eileen A. Lange

Allen D. Foster

Terry P. Stocker

James A. Prentis

Serafino S. Piccoli

Ressie V. Anderson

Ronald K. Casada

Michael A. Coleman

Nancy L. Davis

Russell J. Mazzola

Norman L. McCoy

Sam Niro, Jr.

David Skiba

Steven M. Sombati

Wilfredo R. Soto

CLASSIFIED WAGE EARNER'S RATES
Effective June 16, 2001 through June 15, 2006

Job Title	June 16, 2001	June 16, 2002	June 16, 2003	June 16, 2004
Air Conditioning Technician A	\$24.32	\$25.05	\$25.86	\$26.70
Air Conditioning Technician B	\$23.46	\$24.16	\$24.95	\$25.76
Bench Machinist A\$22.43	\$23.10	\$23.85	\$24.63	\$25.43
Bench Machinist B\$20.89	\$21.52	\$22.22	\$22.94	\$23.69
Beta Analyzer Technician A	\$24.32	\$25.05	\$25.86	\$26.70
Beta Analyzer Technician B	\$23.46	\$24.16	\$24.95	\$25.76
Blacksmith A	\$22.67	\$23.35	\$24.11	\$24.89
Blacksmith B	\$20.89	\$21.52	\$22.22	\$22.94
Blacksmith C	\$20.13	\$20.73	\$21.40	\$22.10
C&M Technician A\$24.32	\$25.05	\$25.86	\$26.70	\$27.57
C&M Technician B\$23.46	\$24.16	\$24.95	\$25.76	\$26.60
Carpenter A	\$22.67	\$23.35	\$24.11	\$24.89
Carpenter B	\$20.89	\$21.52	\$22.22	\$22.94
Collector A	\$23.06	\$23.75	\$24.52	\$25.32
Collector B	\$21.14	\$21.77	\$22.48	\$23.21
Collector C	\$20.13	\$20.73	\$21.40	\$22.10
Communications Specialist A	\$25.61	\$26.38	\$27.24	\$28.13
Communications Specialist B	\$24.95	\$25.70	\$26.53	\$27.40
Compressor Operator A	\$23.06	\$23.75	\$24.52	\$25.32
Compressor Operator B	\$21.14	\$21.77	\$22.48	\$23.21
Compressor Operator C	\$20.13	\$20.73	\$21.40	\$22.10
Compressor Technician A	\$24.32	\$25.05	\$25.86	\$26.70
Compressor Technician B	\$23.46	\$24.16	\$24.95	\$25.76
Customer Service Representative A	\$23.06	\$23.75	\$24.52	\$25.32
Customer Service Representative B	\$21.14	\$21.77	\$22.48	\$23.21
Customer Service Representative C	\$20.13	\$20.73	\$21.40	\$22.10
Dispatcher-Reader A\$21.32	\$21.96	\$22.67	\$23.41	\$24.17
Dispatcher-Reader B\$20.62	\$21.24	\$21.93	\$22.64	\$23.38
Dispatcher-Reader C\$20.13	\$20.73	\$21.40	\$22.10	\$22.82
Field Operator A	\$23.06	\$23.75	\$24.52	\$25.32
Field Operator B	\$21.14	\$21.77	\$22.48	\$23.21
Field Operator C	\$20.13	\$20.73	\$21.40	\$22.10
Fitter Operator A	\$23.06	\$23.75	\$24.52	\$25.32
Fitter Operator B	\$21.14	\$21.77	\$22.48	\$23.21
Fitter Operator C	\$20.13	\$20.73	\$21.40	\$22.10
Fork Lift Operator A\$20.62	\$21.24	\$21.93	\$22.64	\$23.38
Fork Lift Operator B\$20.13	\$20.73	\$21.40	\$22.10	\$22.82
Gas Detection Technician A	\$22.67	\$23.35	\$24.11	\$24.89
Gas Operations Technician A	\$24.32	\$25.05	\$25.86	\$26.70
Gas Operations Technician B	\$23.46	\$24.16	\$24.95	\$25.76
Heavy Equipment Operator A	\$22.67	\$23.35	\$24.11	\$24.89
Heavy Equipment Operator B	\$21.32	\$21.96	\$22.67	\$23.41
Inspector A	\$22.67	\$23.35	\$24.11	\$24.89
Inspector B	\$21.32	\$21.96	\$22.67	\$23.41
Lead Machinist A	\$24.32	\$25.05	\$25.86	\$26.70
Lead Mechanic A	\$24.32	\$25.05	\$25.86	\$26.70
Lead Mechanic B	\$23.46	\$24.16	\$24.95	\$25.76
Light Equipment Operator A	\$21.32	\$21.96	\$22.67	\$23.41
Light Equipment Operator B	\$20.62	\$21.24	\$21.93	\$22.64
Light Equipment Operator C	\$20.13	\$20.73	\$21.40	\$22.10
Machinist A	\$22.67	\$23.35	\$24.11	\$24.89
Machinist B	\$20.89	\$21.52	\$22.22	\$22.94
Mechanic A	\$22.67	\$23.35	\$24.11	\$24.89
Mechanic B	\$20.89	\$21.52	\$22.22	\$22.94
Millwright A	\$22.43	\$23.10	\$23.85	\$24.63
Millwright B	\$20.89	\$21.52	\$22.22	\$22.94
Millwright C	\$20.13	\$20.73	\$21.40	\$22.10
Natural Gas Vehicle Specialist A	\$25.61	\$26.38	\$27.24	\$28.13
Technical Service Specialist A	\$25.61	\$26.38	\$27.24	\$28.13
Technical Service Specialist B	\$24.95	\$25.70	\$26.53	\$27.40
Technical Service Specialist C	\$24.32	\$25.05	\$25.86	\$26.70
Test Mechanic A	\$22.67	\$23.35	\$24.11	\$24.89
Test Mechanic B	\$20.89	\$21.52	\$22.22	\$22.94
Utility Person Customer Service - Dispatcher GF A	\$21.32	\$21.96	\$22.67	\$23.41
Utility Person Customer Service - Dispatcher GF B	\$20.62	\$21.24	\$21.93	\$22.64
Utility Person Customer Service - Dispatcher GF C	\$20.13	\$20.73	\$21.40	\$22.10
Utility Person Customer Service - Inspector GF A	\$22.67	\$23.35	\$24.11	\$24.89
Utility Person Customer Service - Inspector GF B	\$21.32	\$21.96	\$22.67	\$23.41
Welder Crew Leader A	\$25.61	\$26.38	\$27.24	\$28.13
Weldor Specialist A\$24.95	\$25.70	\$26.53	\$27.40	\$28.29
Well Cleaner A	\$23.46	\$24.16	\$24.95	\$25.76
Well Hand A	\$23.06	\$23.75	\$24.52	\$25.32
Well Hand B	\$21.14	\$21.77	\$22.48	\$23.21
Well Specialist A	\$24.32	\$25.05	\$25.86	\$26.70

PHYSICAL PROGRESSION SCHEDULE

Hourly Rates Effective June 16, 2001 through June 15, 2002

Job Title	Start 36 Mo	48 Mo	6 Mo 60 Mo	12 Mo	24 Mo	
Building Maintenance Person	\$17.19	\$17.58	\$18.20	\$18.80	\$19.14	
Custodian	\$11.43	\$12.35	\$12.68			
Customer Service Rider	\$12.00					
Gas Detection Equipment Operator	\$17.19	\$17.58	\$18.20	\$19.14	\$20.13	\$21.32
Helper	\$16.60	\$17.19	\$17.58	\$18.20	\$18.80	
Mechanic Helper	\$16.60	\$17.19	\$17.58	\$18.80	\$20.13	
Meter Reader	\$16.60	\$17.19	\$17.58	\$18.20	\$18.80	\$19.42
Utility Person	\$19.14	\$20.13				
Utility Person - Customer Service	\$16.60		\$17.58	\$18.20	\$20.13	\$20.78
Waivered Employee - Physical	\$12.31					
Warehouse Person	\$19.14	\$20.13				
Weldor	\$19.14	\$20.13	\$21.49	\$22.67	\$23.46	\$24.32

Hourly Rates Effective June 16, 2002 through June 15, 2003

Job Title	Start 36 Mo	48 Mo	6 Mo 60 Mo	12 Mo	24 Mo	
Building Maintenance Person	\$17.71	\$18.11	\$18.75	\$19.36	\$19.71	
Custodian	\$11.77	\$12.72	\$13.06			
Customer Service Rider	\$12.36					
Gas Detection Equipment Operator	\$17.71	\$18.11	\$18.75	\$19.71	\$20.73	\$21.96
Helper	\$17.10	\$17.71	\$18.11	\$18.75	\$19.36	
Mechanic Helper	\$17.10	\$17.71	\$18.11	\$19.36	\$20.73	
Meter Reader	\$17.10	\$17.71	\$18.11	\$18.75	\$19.36	\$20.00
Utility Person	\$19.71	\$20.73				
Utility Person - Customer Service	\$17.10		\$18.11	\$18.75	\$20.73	\$21.40
Waivered Employee - Physical	\$12.68					
Warehouse Person	\$19.71	\$20.73				
Weldor	\$19.71	\$20.73	\$22.13	\$23.35	\$24.16	\$25.05

Hourly Rates Effective June 16, 2003 through June 15, 2004

Job Title	Start 48 Mo	6 Mo 60 Mo	12 Mo	24 Mo	36 Mo	
Building Maintenance Person	\$18.29	\$18.70	\$19.36	\$19.99	\$20.35	
Custodian	\$12.15	\$13.13	\$13.48			
Customer Service Rider	\$12.76					
Gas Detection Equipment Operator	\$18.29	\$18.70	\$19.36	\$20.35	\$21.40	\$22.67
Helper	\$17.66	\$18.29	\$18.70	\$19.36	\$19.99	
Mechanic Helper	\$17.66	\$18.29	\$18.70	\$19.99	\$21.40	
Meter Reader	\$17.66	\$18.29	\$18.70	\$19.36	\$19.99	\$20.65
Utility Person	\$20.35	\$21.40				
Utility Person - Customer Service	\$17.66		\$18.70	\$19.36	\$21.40	\$22.10
Waivered Employee - Physical	\$13.09					
Warehouse Person	\$20.35	\$21.40				
Weldor	\$20.35	\$21.40	\$22.85	\$24.11	\$24.95	\$25.86

Hourly Rates Effective June 16, 2004 through June 15, 2005

Job Title	Start 36 Mo	48 Mo	6 Mo 60 Mo	12 Mo	24 Mo	
Building Maintenance Person	\$18.88	\$19.31	\$19.99	\$20.64	\$21.01	
Custodian	\$12.54	\$13.56	\$13.92			
Customer Service Rider	\$13.17					
Gas Detection Equipment Operator	\$18.88	\$19.31	\$19.99	\$21.01	\$22.10	\$23.41
Helper	\$18.23	\$18.88	\$19.31	\$19.99	\$20.64	
Mechanic Helper	\$18.23	\$18.88	\$19.31	\$20.64	\$22.10	
Meter Reader	\$18.23	\$18.88	\$19.31	\$19.99	\$20.64	\$21.32
Utility Person	\$21.01	\$22.10				
Utility Person - Customer Service	\$18.23		\$19.31	\$19.99	\$22.10	\$22.82
Waivered Employee - Physical	\$13.52					

Warehouse Person	\$21.01	\$22.10				
Weldor	\$21.01	\$22.10	\$23.59	\$24.89	\$25.76	\$26.70

Hourly Rates Effective June 16, 2004 through June 15, 2005

Job Title	Start	6 Mo	12 Mo	24 Mo	36 Mo	48 Mo
Building Maintenance Person	\$19.49	\$19.94	\$20.64	\$21.31	\$21.69	
Custodian	\$12.95	\$14.00	\$14.37			
Customer Service Rider	\$13.60					
Gas Detection Equipment Operator	\$19.49	\$19.94	\$20.64	\$21.69	\$22.82	\$24.17
Helper	\$18.82	\$19.49	\$19.94	\$20.64	\$21.31	
Mechanic Helper	\$18.82	\$19.49	\$19.94	\$21.31	\$22.82	
Meter Reader	\$18.82	\$19.49	\$19.94	\$20.64	\$21.31	\$22.01
Utility Person	\$21.69	\$22.82				
Utility Person - Customer Service	\$18.82		\$19.94	\$20.64	\$22.82	\$23.56
Waivered Employee - Physical	\$13.96					
Warehouse Person	\$21.69	\$22.82				
Weldor	\$21.69	\$22.82	\$24.36	\$25.70	\$26.60	\$27.57

RANGE CLASSIFICATION - CLERICAL
 Hourly Rates Effective June 16, 2001 through June 15, 2006
 For Employees Hired On or After June 16, 1988

Job Title	Effective June 16, 2001		Effective June 16, 2002		Effective June 16, 2003		Effective June 16, 2004		Effective June 16, 2005	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Chief Mail Clerk	\$15.51	\$19.80	\$15.98	\$20.39	\$16.50	\$21.05	\$17.04	\$21.73	\$17.59	\$22.44
City Plant Clerk	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
Computer Operator	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
Data Entry Operator	\$10.70	\$17.10	\$11.02	\$17.61	\$11.38	\$18.18	\$11.75	\$18.77	\$12.13	\$19.38
Data Entry Operator - Part Time	\$10.70	\$17.10	\$11.02	\$17.61	\$11.38	\$18.18	\$11.75	\$18.77	\$12.13	\$19.38
Data Processing Clerk	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
Dist Operations Clerk	\$10.70	\$18.85	\$11.02	\$19.42	\$11.38	\$20.05	\$11.75	\$20.70	\$12.13	\$21.37
Field Clerk	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
General Accounting Clerk	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
General Operating Clerk	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
Integrator Operator	\$10.70	\$17.10	\$11.02	\$17.61	\$11.38	\$18.18	\$11.75	\$18.77	\$12.13	\$19.38
Lead Data Entry Operator	\$16.28	\$20.79	\$16.77	\$21.41	\$17.32	\$22.11	\$17.88	\$22.83	\$18.46	\$23.57
Mail & Stockroom Clerk	\$10.70	\$17.10	\$11.02	\$17.61	\$11.38	\$18.18	\$11.75	\$18.77	\$12.13	\$19.38
Meter Records Clerk	\$15.50	\$19.80	\$15.97	\$20.39	\$16.49	\$21.05	\$17.03	\$21.73	\$17.58	\$22.44
Stenographer	\$10.70	\$15.50	\$11.02	\$15.97	\$11.38	\$16.49	\$11.75	\$17.03	\$12.13	\$17.58
Stenographer Clerk	\$12.06	\$17.10	\$12.42	\$17.61	\$12.82	\$18.18	\$13.24	\$18.77	\$13.67	\$19.38
Storekeeper	\$15.50	\$19.80	\$15.97	\$20.39	\$16.49	\$21.05	\$17.03	\$21.73	\$17.58	\$22.44
Technician	\$10.70	\$20.79	\$11.02	\$21.41	\$11.38	\$22.11	\$11.75	\$22.83	\$12.13	\$23.57
Waivered Employee - Clerical	\$12.31	\$12.31	\$12.68	\$12.68	\$13.09	\$13.09	\$13.52	\$13.52	\$13.96	\$13.96

RANGE CLASSIFICATION PROGRESSION - CLERICAL
 Hourly Rates Effective June 16, 2001 through June 15, 2006
 For Employees Hired On or After June 16, 1988

Steps	Increment	6/16/01	6/16/02	6/16/03	6/16/04
1	Start	\$10.70	\$11.02	\$11.38	\$11.75
2	3 Months	\$10.84	\$11.17	\$11.53	\$11.90
3	3 Months	\$10.98	\$11.31	\$11.68	\$12.06
4	3 Months	\$11.11	\$11.44	\$11.81	\$12.19
5	3 Months	\$11.25	\$11.59	\$11.97	\$12.36
6	6 Months	\$11.52	\$11.87	\$12.26	\$12.66
7	6 Months	\$11.78	\$12.13	\$12.52	\$12.93
8	6 Months	\$12.06	\$12.42	\$12.82	\$13.24
9	6 Months	\$12.34	\$12.71	\$13.12	\$13.55
10	6 Months	\$12.61	\$12.99	\$13.41	\$13.85
11	6 Months	\$12.89	\$13.28	\$13.71	\$14.16
12	6 Months	\$13.20	\$13.60	\$14.04	\$14.50
13	6 Months	\$13.51	\$13.92	\$14.37	\$14.84
14	6 Months	\$13.83	\$14.24	\$14.70	\$15.18
15	6 Months	\$14.15	\$14.57	\$15.04	\$15.53
16	6 Months	\$14.46	\$14.89	\$15.37	\$15.87
17	6 Months	\$14.78	\$15.22	\$15.71	\$16.22
18	6 Months	\$15.15	\$15.60	\$16.11	\$16.63
19	6 Months	\$15.50	\$15.97	\$16.49	\$17.03

RANGE CLASSIFICATION - CUSTOMER RELATIONS
 Hourly Rates Effective June 16, 2001 through June 15, 2006
 For Employees Hired On or After June 16, 1988

Job Title	Effective June 16, 2001		Effective June 16, 2002		Effective June 16, 2003		Effective June 16, 2004		Effective June 16, 2005	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Dispatch Specialist - Part time	\$12.97	\$21.41	\$13.36	\$22.05	\$13.79	\$22.77	\$14.24	\$23.27	\$14.70	\$24.27
Dispatch Specialist	\$12.97	\$21.41	\$13.36	\$22.05	\$13.79	\$22.77	\$14.24	\$23.27	\$14.70	\$24.27

RANGE CLASSIFICATION - CUSTOMER RELATIONS
 Hourly Rates Effective June 16, 2001 through June 15, 2006
 For Employees Hired On or After June 16, 1988

Steps	Increment	6/16/01	6/16/02	6/16/03	6/16/04	6/16/05
1	Start	\$12.97	\$13.36	\$13.79	\$14.24	\$14.70
2	6 Months	\$13.37	\$13.77	\$14.22	\$14.68	\$15.16
3	12 Months	\$13.78	\$14.19	\$14.65	\$15.13	\$15.62
4	18 Months	\$14.18	\$14.61	\$15.08	\$15.57	\$16.08
5	24 Months	\$14.58	\$15.02	\$15.51	\$16.01	\$16.53
6	30 Months	\$14.99	\$15.44	\$15.94	\$16.46	\$16.99
7	36 Months	\$15.39	\$15.85	\$16.37	\$16.90	\$17.45
8	42 Months	\$15.78	\$16.25	\$16.78	\$17.33	\$17.89
9	48 Months	\$16.19	\$16.68	\$17.22	\$17.78	\$18.36
10	54 Months	\$16.59	\$17.09	\$17.65	\$18.22	\$18.81
11	60 Months	\$17.00	\$17.51	\$18.08	\$18.67	\$19.28

RANGE CLASSIFICATION - CLERICAL
 Hourly Rates Effective June 16, 2001 through June 15, 2006
 For Employees Hired On or Before June 15, 1988

Job Title	June 16, 2001		June 16, 2002		June 16, 2003		June 16, 2004		June 16, 2005	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Chief Mail Clerk										
City Plant Clerk	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Computer Operator	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Customer Accounts Clerk	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Customer Relations Specialist	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Data Entry Operator	\$10.70	\$19.98	\$11.02	\$20.58	\$11.38	\$21.25	\$11.75	\$21.94	\$12.13	\$22.65
Data Processing Clerk	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Dispatch Specialist	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Dispatch Specialist - Parttime	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Distribution Operations Clerk	\$10.70	\$21.85	\$11.02	\$22.51	\$11.38	\$23.24	\$11.75	\$24.00	\$12.13	\$24.78
Field Clerk	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
General Accounting Clerk	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
General Operating Clerk	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57
Integrator Operator	\$10.70	\$19.98	\$11.02	\$20.58	\$11.38	\$21.25	\$11.75	\$21.94	\$12.13	\$22.65
Lead Data Entry Operator	\$19.17	\$24.32	\$19.75	\$25.05	\$20.39	\$25.86	\$21.05	\$26.70	\$21.73	\$27.57
Mail and Stockroom Clerk	\$10.70	\$19.98	\$11.02	\$20.58	\$11.38	\$21.25	\$11.75	\$21.94	\$12.13	\$22.65
Meter Records Clerk	\$18.32	\$23.27	\$18.87	\$23.97	\$19.48	\$24.75	\$20.11	\$25.55	\$20.76	\$26.38
Stenographer	\$10.70	\$18.32	\$11.02	\$18.87	\$11.38	\$19.48	\$11.75	\$20.11	\$12.13	\$20.76
Stenographer Clerk	\$12.20	\$19.98	\$12.57	\$20.58	\$12.98	\$21.25	\$13.40	\$21.94	\$13.84	\$22.65
Storekeeper	\$18.32	\$23.27	\$18.87	\$23.97	\$19.48	\$24.75	\$20.11	\$25.55	\$20.76	\$26.38
Technician	\$10.70	\$24.32	\$11.02	\$25.05	\$11.38	\$25.86	\$11.75	\$26.70	\$12.13	\$27.57

RANGE CLASSIFICATION PROGRESSION - CLERICAL
 Hourly Rates Effective June 16, 2001 through June 15, 2006
 For Employees Hired On or Before June 15, 1988

Steps	Increment	6/16/01	6/16/02	6/16/03	6/16/04	6/16/05
2	3 Months	\$10.88	\$11.21	\$11.57	\$11.95	\$12.34
3	3 Months	\$11.06	\$11.39	\$11.76	\$12.14	\$12.53
4	3 Months	\$11.25	\$11.59	\$11.97	\$12.36	\$12.76
5	3 Months	\$11.43	\$11.77	\$12.15	\$12.54	\$12.95
6	6 Months	\$11.68	\$12.03	\$12.42	\$12.82	\$13.24
7	6 Months	\$11.93	\$12.29	\$12.69	\$13.10	\$13.53
8	6 Months	\$12.20	\$12.57	\$12.98	\$13.40	\$13.84
9	6 Months	\$12.45	\$12.82	\$13.24	\$13.67	\$14.11
10	6 Months	\$12.72	\$13.10	\$13.53	\$13.97	\$14.42
11	6 Months	\$13.00	\$13.39	\$13.83	\$14.28	\$14.74
12	6 Months	\$13.31	\$13.71	\$14.16	\$14.62	\$15.10
13	6 Months	\$13.67	\$14.08	\$14.54	\$15.01	\$15.50
14	6 Months	\$14.00	\$14.42	\$14.89	\$15.37	\$15.87
15	6 Months	\$14.34	\$14.77	\$15.25	\$15.75	\$16.26
16	6 Months	\$14.78	\$15.22	\$15.71	\$16.22	\$16.75

17	6 Months	\$15.30	\$15.76	\$16.27	\$16.80	\$17.35
18	6 Months	\$15.70	\$16.17	\$16.70	\$17.24	\$17.80
19	6 Months	\$16.23	\$16.72	\$17.26	\$17.82	\$18.40
20	6 Months	\$16.74	\$17.24	\$17.80	\$18.38	\$18.98
21	6 Months	\$17.26	\$17.78	\$18.36	\$18.96	\$19.58
22	6 Months	\$17.80	\$18.33	\$18.93	\$19.55	\$20.19
23	6 Months	\$18.32	\$18.87	\$19.48	\$20.11	\$20.76

RANGE CLASSIFICATION - PHYSICAL
Hourly Rates Effective June 16, 2001 through June 15, 2006

Job Title	Effective June 16, 2001		Effective June 16, 2002		Effective June 16, 2003		Effective June 16, 2004	
	Min	Max	Min	Max	Min	Max	Min	Max
Communications Technician	\$15.30	\$24.32	\$15.76	\$25.05	\$16.27	\$25.86	\$16.80	\$26.70
Customer Service Technician	\$19.17	\$24.32	\$19.75	\$25.05	\$20.39	\$25.86	\$21.05	\$26.70
Dispatch Technician Gross Station	\$15.30	\$24.32	\$15.76	\$25.05	\$16.27	\$25.86	\$16.80	\$26.70
Engineering Technician	\$15.30	\$24.32	\$15.76	\$25.05	\$16.27	\$25.86	\$16.80	\$26.70
Meter Shop Technician	\$19.17	\$24.32	\$19.75	\$25.05	\$20.39	\$25.86	\$21.05	\$26.70
Technician Specialist	\$19.17	\$24.95	\$19.75	\$25.70	\$20.39	\$26.54	\$21.05	\$27.40
Total Energy Plant Technician	\$15.30	\$24.32	\$15.76	\$25.05	\$16.27	\$25.86	\$16.80	\$26.70

RANGE CLASSIFICATION - PHYSICAL

Steps	Increment	6/16/01	6/16/02	6/16/03	6/16/04
1	Start	\$15.30	\$15.76	\$16.27	\$16.80
2	6 Months	\$15.70	\$16.17	\$16.70	\$17.24
3	6 Months	\$16.23	\$16.72	\$17.26	\$17.82
4	6 Months	\$16.74	\$17.24	\$17.80	\$18.38
5	6 Months	\$17.26	\$17.78	\$18.36	\$18.96
6	6 Months	\$17.80	\$18.33	\$18.93	\$19.55
7	6 Months	\$18.32	\$18.87	\$19.48	\$20.11

NOTES

A. -All Progression Schedules (Physical progression, range classifications, physical; range classification clerical; range classifications, customer relations)

1.) -Rate determined by time since last progression increase, not years of Company service. Only credited service is counted toward progression, except that periods of absence longer than 30 days due to sickness, excluding FMLA qualifying absences, will not be counted toward progression. If an employee's performance does not warrant an increase as scheduled, the employee will be terminated under the provisions of Article IX of this Agreement.

2.) -VOLUNTARY RECLASSIFICATION and/or TRANSFER to a job:

Upon voluntary relocation or transfer, the employee's rate of pay will be determined in accordance with Attachment D.

3.) -In no instance will automatic progression extend beyond the range of any classification. Only credited service when worked is counted as time in Range Classification Progression Schedule.

B. Range Classification Progression - Clerical

1.) -In the event that an employee is hired at a monthly rate higher than the starting rate he/she will be given an adjustment at the end of 3 months which will bring him/her to the next higher progression rate. Further, progressions will then be in accordance with the Range Classification Progression-Clerical schedule.

C. Range Classification Clerical; Range Classification - Customer Relations;
Range Classification - Physical

1.) -Upon completion of the respective progression schedules, employees will be eligible for merit adjustments. Merit increases will be based on performance evaluation.

D. Range Classification Progression- Customer Relations

1.) -Employees hired on or after May 8, 1994 will be required to remain in the Customer Relations range classification position (Customer Relations Specialist, Dispatch Specialist) for two years. No transfer requests or bids will be accepted during the two year time period except for those positions within the Customer Relations range classification.

2.) An employee transferring within the Customer Relations classifications will not be subject to a pay cut.

SUPPLEMENTAL AGREEMENTS

(Attachments)

THIS AGREEMENT is made and entered into by and between THE EAST OHIO GAS COMPANY, now doing business as "DOMINION EAST OHIO", hereinafter referred to as the "Company" and THE NATURAL GAS WORKERS UNION, LOCAL 555, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union."

Section 1. The following list of Letters of Agreement, previously sent to the Union by the Company on the dates indicated, are hereby incorporated herein by reference and made a part hereof as fully as if set forth herein in their entirety:

A. -Letter from Mr. D. N. D'Alessandro, Co-chairperson, Management Negotiating Committee, to Ms. Eileen A. Lange, Union President, dated June 15, 2001, and entitled "Inclement Weather."

B. -Letter from Mr. R. J. Kochick, Chairman, Management Negotiating Committee, to Mr. William J. McCarthy, Union President dated June 14, 1994, regarding use of temporary help for absences due to vacations, civic duty, personal leaves of absence, prompt transfers under Article XIV and XV and extended medical disability.

C. -Letter from Mr. C. E. Campbell, Company Vice President, to Mr. John D. Nagle, Union President, dated June 12, 1969, regarding the top job title classification in the Customer Service Department and the procedure for filling vacancies in the classifications of Customer Service "C" and higher in the Customer Service Department in the Cleveland area as a result of deaths, retirements, promotions, or terminations.

D. -Letter from Mr. D. N. D'Alessandro, Chairman, Management Negotiating Committee, to Ms. Eileen A. Lange, President Local 555, dated June 15, 2001, and entitled "Pay Cut."

E. -Letter from Mr. D. N. D'Alessandro, Chairperson, Management Negotiating Committee, to Ms. Eileen A. Lange, Union President, dated June 15, 2001, and entitled "Assignment of Security Personnel in Cleveland Customer Service."

F. □-Letter from Mr. D. N. D'Alessandro, Chairman, Management Negotiating Committee, to Ms. Eileen A. Lange, Union President, dated June 15, 2001 and entitled "Regular Part-Time Employment."

G. -Memorandum of Agreement regarding "Waivered Employees" signed by Carole C. Dascani, Labor Relations Director and William J. McCarthy, Union President, dated March 3, 1989.

H. -Letter from Mr. D. N. D'Alessandro, Chairman, Management Negotiating Committee to Ms. Eileen A. Lange, President Local 555, dated June 15, 2001 and entitled "Short Term Incentive Plan."

These letters constitute a part of this Supplemental Agreement, and the parties agree that the text of these letters will be printed as an attachment to the collective bargaining agreement.

Section 2. This Supplemental Agreement shall be in effect June 16, 2001 until and including June 15, 2006, and for renewal periods of one (1) year thereafter, unless the Basic Agreement is canceled by either party as of June 15, 2006, or any June 15th date thereafter, by giving notice in writing at least sixty (6) days prior to the termination date of June 15, 2001, or any annual termination date thereafter. Cancellation of the Basic Agreement will also act as cancellation of this Supplemental Agreement.

ATTACHMENT A

June 15, 2001

Natural Gas Workers Union,
Local 555 S.E.I.U. - AFL-CIO
815 Superior Avenue, Room 1115
Cleveland, Ohio 44114

ATTENTION: Ms. Eileen A. Lange, President

Re: Inclement Weather

The Company recognizes that Meter Readers, by the nature of their job duties, may be subjected at times to long periods of extremely severe cold weather conditions which prevent meters from being read.

The decision not to read meters because of inclement weather will be made at the local level by the Division or District Manager after consulting with the local Union Representative.

The following pay options will be offered to Meter Readers who have already reported to work when inclement weather is declared during the first two hours of the workday.

- 1). -Two hours reporting allowance and 6 hours Off Personal, or
- 2). -Two hours reporting allowance and 8 hours of vacation, i.e., ten hours at the straight time rate.
- 3). -The opportunity to work the remainder of the day wherever work may be available within their reporting location.

With the decision being made at the local level, there may be situations where Meter Readers at one location work while Meter Readers at another location are sent home because of inclement weather. There may also be inclement weather situations where not all Meter Readers are given the opportunity to perform other types of work because of an insufficient work load. In such situations, preference will be given on the basis of department seniority.

It is understood that such decisions are based on a number of variables (e.g. weather conditions, division location, and operational needs, etc.) and as such will not be considered to be precedent setting. Management will use prudent judgment in the determination to not read meters because of severe weather conditions.

This letter rescinds C. A. Distaulo's letter of June 15, 1997.

Very truly yours,

-Dale N. D'Alessandro

Director, Human Resources and Labor Relations

ATTACHMENT B

June 14, 1994

Natural Gas Workers Union, Local 555

S.E.I.U. - AFL-CIO

815 Superior Avenue, Room 1115

Cleveland, Ohio 44114

ATTENTION: Mr. William J. McCarthy, President

RE: Use of Temporary Help

The Company may engage the services of temporary help only to replace employees absent because of medical disability, vacations, civic duty, leaves of absence and prompt transfers under Article XIV and XV when the period of absence is expected to be five (5) working days or longer. Temporary help will be released from employment upon the return to work of the regular employee.

The Company will discuss each case with the concerned Union Representative, and the Company will exert every reasonable effort to hold open such positions by methods such as temporary transfers of personnel or by engaging the services of temporary help.

Very truly yours,

R. J. Kochick

Management Negotiating Committee

ATTACHMENT C

June 12, 1969

Natural Gas Workers Union, Local 555

S.E.I.U. - AFL-CIO

815 Superior Avenue, Room 1115

Cleveland, Ohio 44114

ATTENTION: Mr. John D. Nagle, President

Gentlemen:

The top job title classification in the Customer Service Department is considered to be Technician A. Any vacancies involving personnel in the classification of Utilityman or higher which occur in the Customer Service Department of the Cleveland area as a result of deaths, retirements, promotions, or terminations, will be filled by employees with transfer requests on file. The only transfer requests to be considered shall be those on file from Customer Serviceman A and Technician A and transfers will be granted on the basis of departmental seniority; however, (1) a Technician A transfer will only be honored to fill a vacancy created for the reasons as noted above and formerly held by a Technician A; (2) a Customer Serviceman A may transfer in this present classification to fill a vacancy created by any personnel in the classification of Utilityman or higher for the reasons as noted above. A change in classification to fill a vacancy within a Department will take precedence over a transfer to fill that same opening.

Openings in the Customer Service Department will be determined solely by management.

-Very truly yours,

-C. E. Campbell

Vice President - Distribution

Exhibit D

ATTACHMENT D

June 15, 2001

Natural Gas Workers Union, Local 555
S.E.I.U. - AFL-CIO
815 Superior Avenue, Room 1115
Cleveland, Ohio 44114
ATTENTION: Ms. Eileen A. Lange, President
RE: PAY CUT

I. Transfers to Physical Jobs

Any employee transferring to a job on the Physical Progression Schedule, Classified Wage Earners' Rates or Range Classification – Physical will be handled as follows:

(a) -Employees on the Physical Progression Schedule, Classified Wage Earners' Rates, or Range Classification - Physical with less than five (5) years service will follow present contractual provision and move back two (2) steps and will be classified as "Helper" or its equivalent in other job families. In no case will his/her new rate exceed the Helper 36 rate.

(b) -Employees on the Range Classification - Clerical with a rate less than the Helper-Start rate will be promoted to Helper Start or its equivalent in other job families. Employees with a rate less than Helper 36 but greater than Helper Start will be classified and paid at the Helper level immediately below their present rate. Employees with a rate equal to or greater than Helper 36 will be classified and paid at the Helper 36 rate unless the employee possesses prior experience and/or qualifications which, in the opinion of the Company, justify a higher rate.

(c) -Physical employees with five (5) or more years of service will not be required to take pay cuts:

1. -These employees would be classified as Helper-36 Months or its equivalent in other job families, and red circled at their current rate of pay.

2. -Employees red circled would remain at their wage rate until they progress within the department or until the Helper-36 Months rate, or its equivalent in other job families, exceeds their red circled rate.

3. -Advancement within the department will be based on each individual's performance, skills and training.

II. Transfers to Clerical Jobs

Any employee transferring to a job on the Range Classification – Clerical from a job on the Physical Progression Schedule, Classified Wage Earners' Rates or Range Classification – Physical will be handled as follows:

An employee will be placed at a rate equivalent to the monthly rate he/she would have attained had he/she originally started in the clerical area based on his/her credited service at the time of transfer. If the employee's length of credited service is greater than the respective Range Classification – Clerical progression time table, the employee's pay will be determined under Section C of this Attachment.

Employees transferring within the Customer Relations classifications will not be subject to a pay cut.

Any Clerical employee with five (5) years of service or more transferring to a job in the Range Classification - Clerical from another job in the Range Classification - Clerical will not be required to take a pay cut. If the employee's rate of pay is greater than the top range, they will be red-circled as referenced in Section C above.

Any clerical employee with less than five (5) years of service transferring to another clerical job on the range classification will move back two (2) steps in the range classification.

This letter rescinds R. J. Kochick's letter of June 15, 1994.

Very truly yours.

Dale N. D'Alessandro,
Chairman Management
Negotiating Committee

ATTACHMENT E

June 15, 2001
Natural Gas Workers Union, Local 555
S.E.I.U. - AFL-CIO
815 Superior Avenue, Room 1115
Cleveland, Ohio 44114

ATTENTION: Ms. Eileen A. Lange, President

RE: Assignment of Security Personnel in Field Metering Services

The following security assignments are agreed to by the Company at the present time.

1). -To fulfill the second shift security needs in the Cleveland Division, the Company will hire twelve (12) employees in Field Metering Services.

2). -At a minimum the Company will assign two (2), two (2) person vehicles to each of the Cleveland Shops during the second shift and at a minimum of one (1), two (2) person vehicles during the third shift.

3). -The third shift will utilize two (2) Field Metering Service Personnel.

4). -Any one (1) person Field Metering Services vehicle may request the assistance of a safety backup if after receiving or arriving at a stop the employee feels such assistance is necessary.

Management also agrees that it will continually review this situation in all districts, and take appropriate action as necessary recognizing with the Union that the safety of our employees is of mutual concern.

This letter rescinds C. A. Distaulo letter of June 15, 1997.

Very truly yours,

Dale N. D'Alessandro

Director, Human Resources

and Labor Relations

ATTACHMENT F

June 15, 2001

Natural Gas Workers Union, Local 555

S.E.I.U. - AFL-CIO

815 Superior Avenue, Room 1115

Cleveland, Ohio 44114

Attention Ms. Eileen A. Lange, President

RE: Regular Part-Time Employment –Customer Relations Range Classification

(per 11/7/97 Modification is part-time Agreement)

The following criteria applies to the hiring of Regular Part-time employees:

a. -Part-time employment opportunities will be limited to no more than 40 in the Customer Service Center - Akron and to no more than 15 in the combined Billing Center and Dispatch Department.

b. -Regular part-time employees will be offered a minimum average of 1000 hours per year, but may, with the approval of management, elect to be scheduled for less.

c. -Part-time employees will be paid on an hourly basis for actual hours worked. The rate of pay will be the CRS start rate.

d. -Regular part-time employees will continue on the progression schedule. It will be based on actual workday's (22) workday's equal one month for progression purposes).

e. -Departmental operations determine the normal work schedule on a weekly basis:

For example:

- Four hours a day, five days a week
- Two eight hour days per week
- Three eight hour days per week
- Alternating weeks of two eight hour days the first week and three eight hour days the second week

f. -Newly-hired part-time employees who satisfactorily pass the Company physical exam will be considered as a regular part-time employee after completing 66 working days (reporting for assigned work will be considered a working day).

g. -Newly-hired part-time employees will be considered probationary employees until they have completed 120 days.

h. -Part-time employees will be required to acquire and maintain membership in good standing in the Union, or pay to the Union the service fees specified upon completion of 60 calendar days from the first day of actual work.

i. -Regular part-time employees will be eligible for all Company benefit plans as defined in this agreement providing they work at least 1000 hours per calendar year.

j. -Regular part-time employees will follow the Holiday and Vacation schedules as covered in Articles 11 and 13 of this Agreement.

k. --Job Bidding - Regular part-time employees are hired to balance the workload. Therefore, the immediate expectations are for them to remain as part-time.

- After one (1) calendar year of service, a part-time employee will be eligible to bid on a full time position within the Customer Relations job classifications, if an opening occurs.

- After two (2) calendar years of service, a part-time employee will be eligible to bid on any full time position within the company but only after all regular full time employees have been considered for the vacancy.

l. -Regular waived Customer Relations Specialists will have the opportunity to be considered for a part-time position within the Customer Relations job classifications but only after all interested regular full-time employees have been considered for the vacancy.

This letter rescinds R. J. Kochick's letter of June 15, 1994.

Very truly yours,

Dale N. D'Alessandro, Director, Human Resources and Labor Relations

ATTACHMENT G

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between THE EAST OHIO GAS COMPANY, now doing business as "DOMINION EAST OHIO", hereinafter referred to as the "Company," and THE NATURAL GAS WORKERS UNION, LOCAL 555, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union," that:

1. -The Company may engage the services of "waivered employees" as needed to perform duties as agreed by the Company and the Union.
2. -As a condition of employment, such employees will be required to sign a waiver providing that they are prohibited from bidding on bargaining unit jobs in the Company, and that they may be terminated at the discretion of the Company without recourse.
3. -The rate of pay for waivered employees shall be \$8.32 (eight dollars and thirty-two cents) per hour.
4. -As a condition of employment such employees shall be required, within thirty (30) calendar days of the date of their employment, to acquire and maintain membership in good standing in the Union, or pay to the Union the service fees as specified in the Agreement of *Wages and Working Conditions*.
5. -All other rights and conditions under the Agreement of *Wages and Working Conditions* shall apply to waivered employees.
6. -This Agreement may be terminated only by mutual consent of the parties hereto.

EXECUTED by duly authorized representatives of the parties this 31st day of March, 1989.

FOR THE UNION: FOR THE COMPANY:

William J. McCarthy Carole C. Dascani President Labor Relations Director

ATTACHMENT H

June 15, 2001

Natural Gas Workers Union, Local 555
S.E.I.U. – AFL-CIO
815 Superior Avenue, Room 1115
Cleveland, Ohio 44114

ATTENTION: -Ms. Eileen A. Lange, Executive President

Re: Short-Term Incentive Plan (STIP)

During the term of this Agreement, all active, full-time regular, waived and part-time employees (who work at least 1000 hours in the calendar year) as of 12/31 of each year, are eligible to share in the Company's success as measured in three goal areas:

- (a) Corporate Earning Performance
- (b) Delivery Business Earnings Contribution
- (c) Business Operating/Stewardship Goals

These goals will be set by the Company at the beginning of each calendar year and reviewed with the Union Executive Board. The goals established for all bargaining unit employees will be consistent with those established for salaried employees. The overall Corporate Earnings Performance (Earning Per Share) trigger must be met for any award under the plan.

Upon achievement of the three goal areas, an incentive award payment of up to 3% of the employee's annual gross earnings will be paid to all eligible employees in March of the succeeding year*. The incentive award will be prorated using the following goal-weighting for each of the three goal areas:

- (a) -20% of the award based on Corporate Earnings Performance
- (b) -10% of the award based on Delivery Business Earnings Contribution
- (c) -70% of the award based on Business Operating/Stewardship Goals

*Employees will be permitted to elect to contribute this incentive award to their Savings Plan account. This contribution will be made on a pre-tax basis and will be in the form of Dominion Stock.

Incentive awards will be prorated for new hires, part-time employees and employees who retire or are on disability during the year. Incentive awards are subject to all applicable taxes, and are not considered compensation for the purpose of employee benefits.

Very truly yours,
Dale N. D'Alessandro,
Director, Human Resources and
Labor Relations