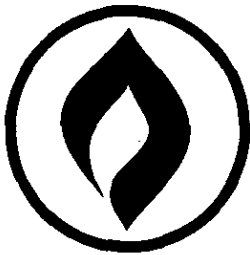


2000 - 2004

LABOR CONTRACT

Between

WASHINGTON GAS LIGHT COMPANY



And

**Washington
Gas**

TEAMSTERS LOCAL 96

4/5/04

468P

EFFECTIVE JUNE 6, 2000 - 6/1/04

LABOR CONTRACT
Washington Gas Light Company
and
Teamsters Local 96

CONTENTS

	Page
Recitals	2
Article I Union Recognition	2
Article II Union Membership, Checkoff	2
Article III Union Activity	3
Article IV Strikes, Lockouts, etc.	5
Article V Functions of Management	5
Article VI Seniority	7
Article VII Hours of Work and Overtime	10
Article VIII Work Force Flexibility	12
Article IX Wages/Job Evaluation	12
Article X Vacations	14
Article XI Holidays and Personal Days	15
Article XII Long and Faithful Service	16
Article XIII Family Medical Absence	17
Article XIV Dress Code and Uniforms	17
Article XV Prohibition on Foreman Working	17
Article XVI Notice of Changes in Classification	17
Article XVII Supervisory Chart	18
Article XVIII Procedure for Adjusting Controversies	18
Article XIX Matters/Issues Not Subject to Grievance or Arbitration	21
Article XX Amendments, Waivers and Government Regulations	21
Article XXI Safety	21
Article XXII Employee Benefits	22
Article XXIII Outside Contract Work	22
Article XXIV Special Allowances	22
Article XXV Funeral Leave	23
Article XXVI Duration, Reopening and Renewal	23
Article XXVII Identity of Parties and Complete Agreement (Zipper Clause)	23
Annex B Union Checkoff Authorization	24A
Annex AT WG/DOT Alcohol Testing Policy	25
Annex DA Disciplinary Action Guidelines	27
Annex DT WG/DOT Drug Testing Policy	27
Annex LA Layoff Allowance	28
Annex PR Personal Responsibility Policy	28
Annex THV Take Home Vehicles	29
Annex W Wage Rates as of June 6, 2000	32
Annex W-1 Wage Rates as of June 1, 2001	33
Annex W-2 Wage Rates as of June 1, 2002	34
Annex W-3 Wage Rates as of June 1, 2003	35
Annex STBY Standby Coverage	36
Annex ZC Zipper Clause	36
Job Classifications	38
Index	42

LABOR CONTRACT
Washington Gas Light Company
and
Teamsters Local 96

AGREEMENT made and entered into by WASHINGTON GAS LIGHT COMPANY, a corporation of the District of Columbia and Virginia, party of the first part, hereinafter referred to as the "Company," its successors and assigns, on June 1, 2000 (but effective June 6, 2000), with TEAMSTERS LOCAL 96, party of the second part, hereinafter referred to as the "Union."

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

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

ARTICLE I
Union Recognition

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

ARTICLE II
Union Membership, Checkoff

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

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

For the purpose of Sections 1 and 2 of this Article, tender of the initiation fee before the Monday following the 30th day of employment, and tender of the periodic dues uniformly required as a condition of retaining membership, shall constitute membership in good standing in the Union. In the event a Union-eligible employee fails to remain a member in good standing as set forth herein, it shall be the Union's responsibility to provide proof, to the Company's satisfaction, of such failure.

As a matter of convenience to employees, the Company will make payroll deductions of initiation fees and the monthly Union dues as they from time to time become payable to the Union, for such Union-represented employees who have signed, or may hereafter sign, an individual authorization for such deductions. Such authorizations shall be kept on file by the Company unless they have been revoked or canceled in writing. Such authorization shall be in the form and according to the terms of the authorization form attached as Annex B, but in such monthly amount as may be prescribed by the Union Constitution and By-laws, an up-to-date copy of which shall be on file with the Company. The deductions shall be made by the Company on the first payday of each month. Dues shall be forwarded (together with the last four digits of the employee's Social Security number) to the Secretary-Treasurer of the Union not later than the third Friday of the calendar month in which such dues are deducted and any dues deducted subsequent to the first payday shall be forwarded to the Union on or before the third Friday of the following month. The Union will deliver to the Company all new dues deduction authorizations to become effective in the following month on or before the twentieth day of the current month.

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

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

5. As a matter of convenience to employees, the Company will make payroll deductions of amounts specified by individual employees who have signed, or may hereafter sign, an individual authorization for such deductions for the purpose of voluntarily participating in the Union's Political Action Committee known as "DRIVE." Such authorizations shall be kept on file by the Company unless they have been revoked or canceled in writing by an employee. An employee's notice of cancellation or revocation shall be sent by the employee to the Union with a copy to Payroll. The Company shall transmit to DRIVE headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employees' social security number and the amount deducted from the employee's paycheck.

ARTICLE III Union Activity

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

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

A non-employee representative of the Union may have reasonable access to Company facilities to meet with Company representatives on issues of mutual concern or to meet for reasonable periods of time with Union-eligible employees in connection with activities described in Sections 5 and 7 of this Article, Article VI, Sections 10 and 11, Article XVIII and Article XXI. In such cases the non-employee representative shall give reasonable notice to, and shall make arrangements with, the Department Head, Labor Relations or, if the Department Head is unavailable, with a representative designated by the Department Head, in advance of all such meetings.

3. **Shop Stewards.** The Company will recognize a Head Shop Steward and Shop Stewards, duly designated by the Union. The Union will furnish the Company with a list of Head Shop Stewards and Shop Stewards and notify the Company in writing of any changes made on such lists thereafter at the time such changes are made. At the Union's request, Union Executive Officers will be assigned to day shifts for the duration of their terms of office. Head Shop Stewards will be assigned to day shifts, if possible, for the duration of their terms of office unless such assignment affects the efficiency of his/her business unit's operations. Further, the Company will make reasonable effort to assign shop stewards to day shifts on days of the Union's regular, scheduled monthly meetings unless such assignments will affect the efficiency of the business unit in which the shop steward works.

4. **Leave of Absence.** (a) The Company will grant a leave of absence without pay for a period not to exceed five (5) weeks in any consecutive twelve (12) month period, without loss of seniority because of such leave of absence, to not more than ten (10) members of the Union for the purpose of attending local and International Union educational meetings and conventions, provided the Union first gives the Company a one week's written notice of the period of the leave of absence and the name or names of its members who are to attend such meetings and conventions.

(b) The Company will grant a leave of absence without pay for the period beginning six weeks prior to the expiration of this Contract and ending on the day following ratification of a new contract for up to four (4) Union-eligible employees designated by the President of the Union to be members of the Union's Labor Contract negotiating committee. The President of the Union shall provide the names of each member of its contract negotiating committee to the Labor Relations Department Head, in writing, not later than 30 days prior to the beginning of the six-week period described above. No Union-eligible employee shall be granted such leave of absence before the end of the 30-day notice period.

(c) (i) At the written request of the President of the Union, the Company will grant a leave of absence without pay during the term of this contract, and for any mutually agreed-upon extensions hereof, for not more than two (2) Union-eligible employees at any one time to work full time on Union business, provided that such employees are elected to Union office or appointed by the Union to serve as business agents. During such leave of absence, each business agent shall continue to accrue seniority with the Company and may, on union time, take all qualifying schools (on a space-available basis) offered by the Company to maintain his/her qualifications, meet licensing requirements for his/her current position or eligibility for temporary transfer rosters. During the leave of absence, the position of each business agent may be filled by the

Company on a permanent basis. Upon expiration of such employee's term of office and/or duties as a Union business agent, he/she will be reinstated to his/her former position, and compensated in accordance with the collectively bargained wage schedule, or if such position has been eliminated, to a position as nearly comparable as possible, together with all of his/her seniority rights, provided, however, that the Company will require such employee to have a physical examination by a physician of the Company's choice, before such employee returns to active service with the Company. The Union shall give the Company written notice of the expiration of each business agent's term of office twenty (20) days prior to the date of each such expiration, except in the case of immediate removal or resignation, in which case the Company may require at least one week's notice prior to the business agent's return to work. If the business agent returns to work with the Company on the expiration of the term of Union office and/or duties as a business agent, the Company may declare an excess in the classification to which the employee is returning and procedures set forth in Article VI, Section 10 shall be applied.

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

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

(iv) The retirement plan shall continue for any employee on such leave of absence and the employee will accumulate credited service for pension purposes. For the purpose of this Section, the term "Credited Service" shall include credit for vesting, accredited service, annual basic compensation, and final average compensation as those terms are defined in the pension plan. Each business agent on such leave of absence will be assumed for pension calculation purposes to have been compensated at the rate he/she was paid on the last day of work before beginning the leave of absence, as adjusted to be consistent with the collectively bargained wage schedule and rate steps consistent with the business agent's seniority. The granting of Credited Service for such business agents while on leave, as set forth in this Section, is contingent on approval by the Internal Revenue Service of amendments to the Company's retirement plan authorizing the granting of pension service credit and credit for base earnings under such circumstances. The authorization for such business agents on leave of absence to keep open a 401(k) account, without contribution privileges, and repay existing loan balances according to the current payment schedule is also contingent on approval by the Internal Revenue Service of an amendment to the Company's Union Employees' Savings Plan authorizing the maintenance of such accounts and repayment option under such circumstances.

(v) The Company agrees to promptly submit the above-proposed amendments to the Internal Revenue Service. If the Internal Revenue Service does not approve the proposed amendment(s), then the business agents will not be entitled to any benefit not approved and the provisions authorizing the disallowed benefits will be deemed deleted from this Section. The Company agrees to promptly request the cooperation of its outside insurers to provide the flexible benefits coverage described herein. If the insurers do not agree to provide benefits to business agents in the same manner as are provided to all other flexible benefit plan participants, then the business agents will not receive that benefit coverage and the provisions authorizing that coverage will be deemed deleted from this Section. In all other respects, the language of this Article will remain in full force and effect.

(d) The Company will grant a special leave of absence without pay (and without loss of seniority because of such leave) for up to two (2) Union officers or stewards for up to sixteen (16) hours each per month for the purpose of attending to necessary union business, provided the Union first gives the Company a one-week (7 days) written notice of such leave and the names of the officer(s)/steward(s) taking such leave prior to the start of any such leave of absence. This special leave must be taken, if at all, in half or full day (4 or 8 hour) increments and unused leave in any month shall not be accumulated or carried forward.

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

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

6. **Bulletin Boards.** The Union shall be permitted to use bulletin boards in the business units for the purpose of posting notices concerning official business of the Union, each of which shall bear the seal of the Union and be signed by the Secretary-Treasurer of the Union. Such notices shall not be of an external political nature and shall not have any derogatory or inflammatory content. A copy of each notice shall be approved by the Department Head, Labor Relations, or by the Department Head's designee, before posting.

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

ARTICLE IV **Strikes, Lockouts, etc.**

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

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

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

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

ARTICLE V **Functions of Management**

1. **General.** The parties agree that the Company must remain competitive while pursuing opportunities for growth in this era of increasing competition in the natural gas industry. The parties, therefore, agree that the supervision and control of all operations of the Company and the direction of all working forces, including, but not limited to, the power and right to hire, promote, transfer, demote, suspend, discipline, and lay off employees, set reasonable performance and production standards for all job classifications and set job proficiency standards in accordance with a position's job description shall be vested solely in the Company. The Company shall also have the exclusive and unrestricted right to: determine the number and qualifications, by testing, observation of demonstrable skills, and by other objective methods the company may determine, of employees to be employed and to be assigned to specific jobs; to determine the manner and extent of training, including, but not limited to, on the job training, classroom training or such other training as the Company may select; determine the availability of any employee(s) for temporary transfer (in order to avoid disruption in the Company's operations); determine when workdays and/or workweeks will be extended in accordance with Article VII, Section 2; require employees to work overtime in accordance with Article VII, Section 2 and Section 4; select one or more of the Work Force Flexibility Options and determine the manner and extent to which such option(s) will be used in accordance with Article VIII, Section 1; schedule, approve, cancel (including approval of any cancellation of vacation at an employee's request) and/or reschedule employee vacations; and to otherwise maintain discipline and improve efficiency and productivity among employees. (The Company may rotate shifts of employees during any period of training subject to notice requirements in Article VII, Section 6.) Further, all of the rights, powers, and authority possessed by the Company prior to the signing of this Contract are retained by the Company, except those specifically granted or modified by this Contract.

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

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

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

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

(d) If the Union wishes to pursue a grievance in connection with an employee's discharge, it must do so not later than 5 working days after the Union receives written notice of the discharge as required under Section 2(b) of this Article. The Company shall deliver such written notice of discharge by hand delivery, by courier, by certified or registered mail, return receipt requested, by fax or e-mail to the Union's office. Within that time period, the Union must either take the grievance to the informal step or file a written grievance, with a copy thereof to the Department Head, Labor Relations, as a "step 1" grievance in accordance with Article XVIII of this Contract.

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

3. **Final Warning of Discharge.** If the Company gives an employee a final warning of discharge, the Union shall be notified and the procedure set forth in Section 2(b) above shall be followed.

4. **Suspension.** In cases where the Company disciplines an employee by suspension, notice to the employee of the suspension may be given to such employee in the presence of any shop steward. Any loss of working time by disciplinary action shall be considered a suspension. The Company will make every reasonable effort to notify employees suspended without pay pending investigation of matters which may lead to discipline within five (5) working days of any disciplinary action taken by the Company, except in cases involving drugs. In drug cases, the Company will make such notification as soon as reasonably possible. In the event the investigation of matters other than drugs extends beyond 5 working days, the Company will conclude the investigation as soon as reasonably possible. However, no employee will be suspended without pay pending investigation for more than 7 workdays. The Company will keep the Union and employee advised of the status of such investigation.

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

6. **Performance Counseling.** (a) When it appears to an employee's supervisor that such employee is at risk for receiving an overall performance appraisal rating that is below "competent," the supervisor shall notify the employee, in the presence of a shop steward, of such

risk. The supervisor shall, where possible, also give the employee a reasonable opportunity to correct specific problem(s) before giving the employee his performance appraisal.

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

7. **Probationary Period for New Employees.** The Company, in its effort to sustain the high character, performance and productivity levels of any employee or employee group may, during the first ten (10) months from the date a new employee is hired, discharge such employee if, in the opinion of the Company, any aspect of the new employee's performance, productivity, behavior or attendance is not satisfactory. Probationary employees shall also be subject to unannounced drug testing during the probationary period and a failure of any such test shall result in immediate discharge. Neither the employee nor the Union shall have any recourse to the grievance or arbitration process following any discharge under this Section. The provisions of Section 6 above shall not apply to probationary employees.

ARTICLE VI
Seniority

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

- (a) Meet the job requirements set forth in the applicable job description, and;
- (b) Are relatively equal in ability, skill, efficiency, and knowledge of assigned and related duties of the job they seek, and;
- (c) Have relatively equal performance appraisals, attendance and disciplinary action records.

2. Length of service for seniority purposes when considered in cases of promotions and increases of the working force shall mean length of continuous service within the bargaining unit.

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

(b) **Progressive Jobs.** In cases where employee advancement is normally through a series of progressive job classifications, the employee who is senior in a given job classification in the business unit shall be considered to have seniority when the Company is considering a candidate for a position to be filled in the job classification immediately next above. Employees on any progressive job roster may be required, from time to time, to demonstrate that they continue to be qualified for advancement.

(c) For all positions where there is a roster, those employees who have continuously been listed on such roster(s) by departmental seniority on or before December 12, 1997 will maintain their place on the roster notwithstanding that other employees with greater bargaining unit seniority may be qualified for the position.

(d) However, after December 12, 1997, any employee on such a roster who is / has been either promoted to any new job classification in the Company or voluntarily accepts a job in any other job classification in the Company (including a lateral or downgrade), shall thereafter be considered to have only his /her bargaining unit seniority.

4. **Temporary Transfers.** The Company shall have the right to temporarily transfer (upgrade, lateral or downgrade) employees between or within business units as required by business or operating needs. No employee will be temporarily transferred from or within his business unit unless he is qualified and available to do the work to which he is being transferred. A continuous temporary transfer shall not exceed six (6) months. The term "temporary transfer" shall not include training time to aid an employee in qualifying for a higher graded job.

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

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

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

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

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

(d) **Normal step wage increases.** The time a transferred employee works in the business unit to which such employee is transferred shall be included in the calculation of time for purposes of receiving normal wage step increases under this Contract.

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

6. In cases where there is a conflict relative to seniority, the Company and the Union will examine such cases individually and agree on a basis which will resolve all pertinent factors in a fair and equitable manner.

7. **Job Posting.** Whenever a vacancy exists (other than a temporary transfer or a progressive job) and the employee with the most seniority in the bargaining unit where the vacancy exists is not to be selected, notice of the vacancy will be posted on bulletin boards to be determined by the Company and the Union, for a period of seven (7) working days. A copy of each such posting shall be forwarded to the Union Office. Within ten (10) working days after the posting period, the Company will notify the Union of the employee selected, if any. Where for practical reasons it is impossible for the Company to make a selection within the time stipulated, then the Company will advise the Shop Steward in the business unit and the Union when such selection can be made. If there is more than one applicant for the posted job, and one or more applicants with Company seniority are not selected for the job, each such senior applicant will be notified, within five (5) working days after the selection, of the reasons for not selecting such applicant. Each posting shall be valid for not more than 90 days after the end of the seven-day period referenced above. The Company may post or re-post any job at any time. Any employee absent from work during the posting period shall be permitted to file an application within five (5) working days after returning to work for subsequent vacancies in this same job. If the selection of an employee to fill a job vacancy involves an interbusiness unit transfer, such transfer will be made within ten (10) working days after the date of the selection. Job postings shall in all cases correspond with the qualifications shown on job descriptions.

The Company will post for all preliminary testing, training and qualifying schools. The Company will continue to schedule such schools as required by business and operating needs. The selection of eligible employees for such training and qualifying schools will be made on the basis of seniority within the bargaining unit.

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

- (a) An employee voluntarily leaves the Company's employ.
- (b) An employee is discharged for cause in accordance with the provisions of Article V.
- (c) An employee fails to report for work at termination of a leave of absence or vacation, and has no reasonable excuse for such failure to report for work.
- (d) An employee is laid off for a period of more than two (2) years.

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

10. **Excess in Classification.** (a) In the event the Company declares an excess in classification, employees affected by such declaration may exercise bumping rights, provided they are qualified within the meaning of Section 1(a) of this Article. During this bumping process, the Department Head, Labor Relations and the President of the Local Union shall each designate one representative to meet and review such employee's relevant work experience (including experience gained inside and/or outside the Company.) Such meeting shall be considered to be labor/management meetings held at the request of management. The Company and Union representatives shall jointly determine whether or not an employee has sufficient relevant experience to substitute for qualifications specified in the job description. In the event that the parties are unable to agree on the level of such relevant experience, the employee must be qualified within the meaning of Section 1(a) of this Article to be able to bump to such job. Such bumping shall occur without loss of accumulated seniority or time in grade and step in the job from which they have been bumped. Affected employees who bump laterally will remain at their present wage grade, rate and step. Affected employees who bump to a lower grade will be paid at that lower wage grade at the step nearest, but not above, their prior wage grade, rate and step and will retain the hours accumulated at that prior step.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII Hours of Work and Overtime

1. Except as may be provided elsewhere in this Contract, the normal workday/workweek for full-time employees shall consist of either eight (8) hours/five days or ten (10) hours/four days. The payroll week shall commence at 12:01 A.M. Monday. Either the first five (5) or the first four (4) scheduled normal workdays in the payroll week (Monday through Sunday) shall constitute the normal workweek for full-time employees. It is understood that for full-time employees eight-hour or ten-hour shifts beginning at 11:30 P.M. are considered normal schedules for the following calendar day and that eight-hour or ten-hour shifts ending at 12:30 A.M. are considered to be normal schedules for the preceding calendar day. It is further understood that schedules overlapping calendar days that have been arranged for the employees' convenience are considered to be normal schedules for the calendar day containing the greater number of working hours. The Company shall provide a minimum of two weeks notice to employees before changing from a normal "five 8s" schedule to a normal "four 10s" schedule or vice versa. The Company retains the right to determine which employees and which business units/areas will be allowed to operate under such schedules.

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

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

- Holidays not worked;
- Administrative time off after having worked in excess of 16 continuous hours;

- Administrative time off required by DOT/Federal Motor Carrier regulations.
- Personal time off (see Article XI, section 6)

4. **Distribution of Overtime.** The Company will make every reasonable effort to ensure that overtime opportunities are evenly distributed among all employees in the classification who normally perform the work which is the subject of overtime in the business unit where such overtime work occurs. However, any inequities in overtime opportunities are to be addressed by providing future overtime opportunities. The Company will not under any circumstances make payment for overtime not actually worked. The Company will attempt to offer overtime on a voluntary basis but retains the right to require employees to work overtime, including any employee qualified by job description to perform the overtime work in question. Special Service Technician (Gr. 7) will be included with Service Technician (Gr. 6A) for the purpose of distributing overtime work normally performed by Service Technician.

5. **Emergency Work.** (a) When an employee is called out from home for emergency work during other than his/her regular working hours, he/she shall be paid for such emergency work at the emergency work rate of time and one-half, or double time if he/she reports for work on his/her second unscheduled day of work (an employee working a "4-10s" schedule will be paid for such emergency work at time and one-half, or double time if he/she reports for work on his/her last unscheduled day of work); and, in addition thereto, he/she shall be paid for one (1) hour, at the rate of time and one-half, for traveling time.

(b) Traveling time of one (1) hour's pay at time and one-half will be paid to employees who are called out to work before the beginning of their scheduled workday provided they work two (2) hours or more before but continuous with such scheduled workday.

(c) If an employee reports for such emergency work at the time and place designated and if the employee is released at once, or if the employee works less than two (2) hours, the employee will be paid for a minimum of two (2) hours at the emergency work rate, and in addition one (1) hour at the rate of time and one-half, for traveling time.

(d) No allowance shall be made for traveling time under the following conditions:

- (i) When an employee is requested, at or before leaving work, to work on his scheduled day off, or to work after the close of the employee's regular scheduled workday; or
- (ii) When an employee is requested to work a minimum of eight (8) hours on a scheduled day off, provided the employee is notified at any time on the preceding day.

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

6. **Change in Schedule.** When a full-time employee's normal, scheduled workday(s) is/are changed with a corresponding change in assigned day(s) off, the employee has had a change in schedule. Any change of schedule affecting a full-time employee's normal, scheduled workdays in any workweek shall be posted, or notice given to the affected employee, three (3) working days prior to the effective date, except in emergencies where twenty-four (24) hours notice is sufficient. In the event that such change of schedule is not posted, or such notice is not given, the time worked on the new schedule within the notice period shall be paid for at time and one-half.

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

- (a) Illness of shift employees requiring rescheduling to provide coverage.
- (b) Changes requested by employees for their own comfort or convenience, which changes are agreed to by the Company.
- (c) Changes of two (2) hours or less in starting time of a regular schedule.

This Section (Change in Schedule) shall not apply to employees working a flexible (flextime) schedule or to temporary or part-time employees.

7. **Notification of Inability to Report for Work.** Employees are expected to report to work every day they are assigned to do so. However, when an employee cannot report for work due to illness or any other cause, the employee shall, either personally or through another person, notify the immediate supervisor or designated business unit contact in advance and as soon as possible under the circumstances. Such notification is mandatory.

Whenever any employee is absent, or expects to be absent due to illness or other disability for more than five work days, the employee must directly, or through another person, inform his/her supervisor or the supervisor on duty at the time the notice is given, where the employee may be reached and the approximate date the employee expects to return to work.

When an employee is able to return to work after an absence due to illness or other cause, the employee shall notify his/her immediate supervisor or designated business unit contact at least 24 hours in advance so that arrangements may be made to discontinue scheduling of substitute coverage.

8. Inclement Weather. When it is impossible for field employees to work or to continue to work outside due to inclement weather, the appropriate business unit head in charge of the work may suspend such work. In the event of the suspension of such work, field employees shall report or return to their normal stations or to other assignments in any business unit for training purposes or to perform productive work they are qualified to do or for such other general purpose the Company may specify. In such cases, temporary transfer procedures as set forth in Article VI, Section 5 (b) through (e) and temporary transfer pay as set forth in Article IX, Section 9 shall apply.

ARTICLE VIII Work Force Flexibility

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

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

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

ARTICLE IX Wages/Job Evaluation

1. In the first year of this Contract, all union-eligible employees will receive the general wage increase set forth in subsection (a) below. Effective June 1, 2001, employees must attain an overall Performance Appraisal rating of "Passable" or above to receive the general wage increase referenced below. Effective June 1, 2002 and for the remainder of the term of this Contract, employees must attain an overall Performance Appraisal rating of "Competent" or above to receive the general wage increases referenced below. Further, effective upon ratification of this Contract, eligibility for any lump sum payment, rate step increase and/or ROE payment requires an overall Performance Appraisal rating of "Competent" or above.

(a) All employees covered by this Agreement shall, provided they meet the requirements of section 1 above, receive (i) effective June 6, 2000, a 3% increase in basic pay rates set forth in Annex W hereto, and (ii) effective June 1, 2001, a 2.75% increase in basic pay rates set forth in Annex W-1, and (iii) effective June 1, 2002, a 2% increase in basic pay rates set forth in Annex W-2 hereto or a 2.5% lump sum payment, and (iv) effective June 1, 2003, a 2.25% increase in basic pay rates set forth in Annex W-3 hereto, which by this reference are incorporated herein and made a part hereof. In addition, for each year stated above, a lump sum cash payment in an amount to be determined by the Board of Directors, provided, however, that as a condition precedent to such payment, the Company's rate of return on average common stock equity (ROE) must exceed a threshold amount predetermined for each fiscal year by the Board of Directors. When the Board of Directors, in its sole discretion, determines that such ROE threshold has been met, it shall authorize the cash payment, in a lump sum, and such payment shall be made by not later than December 15, of each qualifying year. For purposes of this Section, the ROE requirements shall be the same as the ROE requirements that trigger payments to Company executive officers under the Company's Executive Incentive Compensation Plan.

(b) For the duration of this Agreement, the hourly wage rates, wage grades and job classifications for employees eligible for membership in the Union shall not be changed except as provided in this Contract.

The parties further agree that as of the date of this Contract, the wage grade, rate, and step increases, if any, have been negotiated and shall, except as provided below, remain fixed for the term of this Contract.

2. (a) When, during the term of this Contract, the Union contends that there has been a substantial change, or a number of minor changes which may constitute a substantial change in the job content of an existing job, the Union shall present the details of such changes on job change forms to the Department Head, Labor Relations. The Union shall also submit to the Department Head, Labor Relations all local (MD-DC-VA) and/or natural gas industry (east of the Mississippi River) market wage (including Company-paid benefits) data upon which it relies in support of its request for increasing or upgrading the wage or wage grade of any job under this Contract. The Union may submit actuarial and/or accounting data as part of its market wage data.

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

(c) The Department Head, Labor Relations shall appoint, on an ad hoc basis, an advisory committee of management employees to review job change forms and any local market wage and benefits data submitted by the Union and any such data otherwise obtained by the Company.

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

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

3. After the date of ratification of this Contract, when new jobs are established or existing jobs are revised, the job classifications and wage grades for such job shall be determined solely by the Company in the manner established in this Article. The Union will be supplied job descriptions on new jobs or revised jobs, and the data on which the Company relied in determining the classifications and assigning the wage grades and rates.

4. Any job evaluation grievance shall be presented to the Department Head, Labor Relations, in writing as a "Step 2" grievance under the Procedure for Adjusting Controversies (see Article XVIII, Section 5) within one hundred twenty (120) days after the Department Head, Labor Relations notifies the Union of any job evaluation action he/she takes under this Article. At such grievance meeting, the Union shall present all wage and benefit data upon which it relies as a basis for its grievance. Thereafter, the time limits for the Union and the Company at such step shall apply. If such grievance is not resolved at that step, it may be taken to arbitration as provided in Article XVIII.

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

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

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

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

6. **Bi-weekly Pay.** All employees covered by this Contract will be paid on a bi-weekly basis for the term of this Contract.

7. **Shift Bonus.** (a) A shift bonus of \$1.30 an hour will be added to the basic rates for employees working a shift starting between 12:00 Noon and 7:59 p.m., and between 4:00 a.m. and 5:59 a.m. effective the second payday in July, 2001.

(b) A shift bonus of \$1.55 an hour will be added to the basic rates of pay for employees working a shift starting between 8:00 p.m. and 3:59 a.m., effective the second payday in July, 2001.

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

8. **Sunday Premium Pay.** Effective the second payday in July, 2001, premium pay of \$2.50 an hour shall be paid to all employees who work on Sunday.

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

(b) An employee must be rated, overall, "competent" or above to be eligible for a temporary transfer to a higher-graded classification. If such temporary transfer is to a higher-graded job and the employee works two (2) or more consecutive hours in such higher-graded job, he/she shall be paid for all hours worked at such higher graded job during that period at the minimum rate for the higher-graded job. An employee must be able to perform work in the higher-graded job classification and actually be assigned to perform work in such higher-graded job classification before he/she will receive pay at the higher grade.

Upon accumulating a number of temporary transfer hours in such higher-graded job equivalent to a normal 12 month (2080 hours) work period, an employee shall receive the next higher rate step until he/she receives the maximum rate for that job. This provision shall not affect the employee's regular basic wage rate.

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

When an employee on a temporary assignment classified as "TT" (not "acting") is changed to "acting" status in that continuous assignment, he/she will be paid for all non-productive time occurring during the "TT" assignment at the temporary transfer rate.

ARTICLE X Vacations

1. **Vacation Allowance.** Vacations with pay shall be granted to employees as follows:

(a) Those employees who entered the service of the Company between July 1 and October 31, both inclusive, of the previous year and have been continuously employed, shall be eligible for a vacation of one (1) week upon completion of one (1) year's service.

(b) After the calendar year of hire the employee's vacation entitlement is based on service attained each year according to the following schedule. Part-time employees shall accrue vacation benefits under this schedule on a pro-rata basis consistent with hours scheduled to be worked by such employees:

For those employees who on or prior
to December 31 of the current year
have completed:

Weeks of Vacation

1 year, but less than 6	= 2 weeks
6 years, but less than 14	= 3 weeks
14 years, but less than 20	= 4 weeks
20 years, but less than 25	= 5 weeks
25 years or more	= one additional day for each year of service over 25 to a total maximum of 6 weeks with 30 years service.

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

2. **Time of Vacation.** The normal vacation period shall be from April 1 to December 31. Vacations shall, as far as is practicable, be granted during the normal vacation period at the time selected by employees, but the final allotment and approval of vacation schedules, including any cancellations or rescheduling, shall be reserved to the Company. Vacations may be taken outside of the normal vacation period with the approval of the employee's immediate supervisor. Scheduling, approval, cancellation and rescheduling of employee vacations shall be handled at the working group (supervisor/area head) level at each station or working group location.

It is recognized that the purpose of a vacation is to afford an employee rest and recreation in periods of not less than one (1) week; however, vacations may be taken in periods of less than one (1) week with the approval of the employee's immediate supervisor.

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

4. **Termination of Service.** When an employee who has been continuously employed for one (1) year or more is laid off due to lack of work, resigns (provided a two-week notice in writing has been received by the Company), or is given a leave of absence, the employee shall be paid any vacation allowance due him/her under the vacation plan. No vacation allowance shall be paid to an employee (a) who is discharged for just cause, or (b) who has been continuously employed for less than one (1) year.

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

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

7. **Prior Service.** When an employee has been continuously re-employed for five (5) years, the Company will combine all prior and current service for determining vacation entitlement.

**ARTICLE XI
Holidays and Personal Days**

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

	Day of Observance				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
New Year's Day	Dec 31	Jan 1	Jan 1	Jan 1	Jan 1
Dr. Martin Luther King's Birthday	Jan 17	Jan 15	Jan 21	Jan 20	Jan 19
Inauguration Day	Jan 19				
President's Day	Feb 21	Feb 19	Feb 18	Feb 17	Feb 16
Memorial Day	May 29	May 28	May 27	May 26	May 31
Independence Day	July 4	July 4	July 4	July 4	
Labor Day	Sept 4	Sept 3	Sept 2	Sept 1	

Day of Observance (Cont'd)

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Veteran's Day	Nov 10	Nov 12	Nov 11	Nov 11	
Thanksgiving Day	Nov 23	Nov 22	Nov 28	Nov 27	
Day after Thanksgiving	Nov 24	Nov 23	Nov 29	Nov 28	
Christmas Day	Dec 25	Dec 25	Dec 25	Dec 25	
Employee's Birthday	See Section 5				

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

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

4. Employees who work on Thanksgiving Day or Christmas Day (or both) shall be compensated for hours actually worked at double time including shift bonus, if applicable, under provisions of Article IX, Section 7(c), in addition to the holiday allowance provided for in Section 1 of this Article. A list of employees scheduled and expected to work on Thanksgiving Day and/or Christmas Day shall be posted at least thirty (30) days in advance of such holiday.

5. (a) Each full-time and part-time employee must schedule his/her birthday holiday at least two weeks in advance of the day the employee wishes to have off for such holiday. The birthday holiday may be scheduled for the week preceding, the week of, or the week following the employee's actual birthday. In the event that workload or other scheduling problems prevent the Company from granting the holiday selected by the employee within the period outlined above, the employee will receive the normal holiday allowance as outlined in Sections 1 and 3 above. The birthday holiday must be taken as a whole day and may not be taken in lesser increments over a number of different days.

(b) Full-time and part-time employees are eligible for the birthday holiday after completing one year of service.

6. **Personal Days.** After completing one year of service, each full-time employee will be granted, effective January 1 of each year, two (2) personal days. Each personal day shall consist of (8) eight hours. An employee may take whole personal day(s) off or may use such time in increments of not less than one hour. Personal days, or fractions thereof, which are not used during the calendar year may not be accumulated or carried forward. Personal time off must be scheduled by the employee and approved in advance by the Company to the extent possible. When an employee's request for vacation has been denied, such employee may not take personal time off in place of such denied vacation request. In the event that personal days, or any increment or fraction thereof, have been scheduled and approved by the Company and such approval is later revoked for business reasons, the employee shall reschedule, or attempt to reschedule, the taking of such personal day(s). Part-time employees shall not be entitled to any personal time off.

ARTICLE XII Long and Faithful Service

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

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

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

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

An employee fifty-two (52) or more years of age, or any employee fifty (50) or more years of age with thirty (30) or more years of service, will be excused, upon request, from night shift assignments. However, the Company may refuse such requests in emergencies, when the Company must meet certain seasonal requirements or when such a request will result in an insufficient number of employees to staff a night shift.

ARTICLE XIII

Family Medical Leave

An employee may take family medical leave in accordance with the provisions of the FMLA or DCFMLA. Employees are required to use available vacation or personal day(s) while on family medical leave. When an employee exhausts such paid leave, he/she may continue to take family medical leave in an unpaid status in accordance with the provisions of the applicable Act.

ARTICLE XIV

Dress Code and Uniforms

The Company shall have the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms. When the Company requires an employee to wear a special uniform, the Company shall provide the uniform and necessary replacements, due to normal wear, at no cost to the employee. The employee will be responsible to maintain the uniform in good condition and laundry or dry cleaning will be provided by the Company. An employee may wear one non-Company-related article and such article or accessory shall not be more than 1 inch high and not more than 1 inch wide. Any such non-Company-related article shall be dignified, non-derogatory and non-inflammatory and shall be worn in a dignified manner only on a shirt pocket or collar or on the lapel of a jacket or coat, provided, however, that such article shall not conceal or cover in any way any Company logo, patch or name tag, and, provided, further, that no such article may be worn on flame retardant or other protective coveralls or in any situation where doing so may create or increase the risk of personal injury to any employee.

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

ARTICLE XV

Prohibition on Foreman Working

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

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

ARTICLE XVI

Notice of Changes in Classification

The Company will notify the Secretary-Treasurer of the Union and the Head Shop Steward of any changes in the classification or pay of any member of the Union at the time such change is made.

ARTICLE XVII Supervisory Chart

The Company will post on each business unit bulletin board and on the Washington Gas Intranet the supervisory chart applicable to that business unit. Such chart will show the names of the complete supervisory force.

ARTICLE XVIII Procedure for Adjusting Controversies

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

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

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

(d) Each grievance must be numbered by the Union noting the calendar year in which the grievance is filed and the number of each grievance as follows: e.g., 00-1, 00-2, etc. The grievance must also be dated and signed by the aggrieved employee or an authorized Union representative.

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

2. Any employee who believes that he/she has a grievance shall, within thirty (30) calendar days (within five (5) work days in discharge cases) after the cause of the grievance is alleged or known to have taken place, discuss it informally with his/her immediate supervisor. The employee may have a Shop Steward present during the discussion. (In discharge cases, a Head Shop Steward or Union officer shall be present.) The supervisor shall, within three (3) workdays after the discussion, notify the employee and steward in writing that the grievance is denied or granted. The supervisor may resolve the grievance in a manner consistent with the terms of this contract. In such cases, the Union shall be given the opportunity to be present at the meeting when the grievance is resolved.

When the Union reasonably believes that the grievance cannot be effectively presented at the informal step, it may bypass the informal step and, in such cases, the Union shall file a written grievance as a "step 1" grievance within the time limits set forth in Section 2 of this Article. Grievances initiated by the Union itself may be presented by any designated Union representative.

3. The written grievance shall explain, in plain language, (1) the specific claim(s) the Union is making, including the relevant facts surrounding the grievance; (2) the specific Labor Contract provisions that the Union or the aggrieved employee feels were violated; and (3) the specific remedy or remedies the Union is seeking with respect to the grievance.

4. **Step 1** - If the supervisor's answer does not resolve the grievance, then, within five work days after having received the supervisor's answer, the Union, on the employee's behalf, shall file a written grievance on forms available from the Company or the Union, and one (1) copy shall be delivered to the appropriate department head and area head, and one (1) copy to the Department Head, Labor Relations. If the written

grievance is not delivered to the appropriate area head or department head and to the Department Head, Labor Relations within the five work day period above, it shall be considered to have been withdrawn and shall not be further pursued by the grievant or the Union on the grievant's behalf.

5. Within five (5) work days of delivery of the written grievance as required by Section 4 above, the appropriate area head or department head, the grievant and the President of the Union or his designated representative shall meet to resolve the grievance. Within one (1) week after that meeting, the appropriate department head / area head shall deliver a written answer explaining his/her decision to the President of the Union, with a copy to the appropriate shop steward / union representative.

6. **Step 2** - If the grievance is not resolved in Step 1, the Union shall, within five (5) work days after receipt of the written answer in Step 1, request in writing a meeting with the Vice President of the appropriate Business Unit to resolve the grievance. The Vice President shall meet with the grievant, the Union President and up to two union representatives designated by the Union President to resolve the grievance as soon as possible, but not later than seven work days after receiving the written request. Within seven (7) workdays after the meeting, the Vice-President shall give a written answer explaining his/her decision to the Union President. If the grievance is not resolved in Step 2, it may be taken to arbitration as provided in Sections 16 and 17 of this Article. The Department Head, Labor Relations shall continue to hear job evaluation grievances as "step 2" grievances.

7. **Grievance Meetings.** The Company will compensate, at the appropriate rate of pay, the aggrieved employee and one person designated by the Union for time spent handling grievances during regular working hours at step 1. The Company will compensate the aggrieved employee and up to two (2) representatives designated by the Union for time spent handling grievances during regular working hours at step 2. Whenever the Union alleges that a group (2 or more) of employees are aggrieved and the basis for the grievance is substantially the same for all employees in the group, a committee of not more than three persons, (which may be modified by agreement of the Union and the Department Head, Labor Relations on a case-by-case basis) which shall include designated Union representative(s) and at least one of the employees from the aggrieved "group" of employees, shall be substituted for the words "employee," "grievant" or "aggrieved employee" wherever such words appear in the Procedure for Adjusting Controversies in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

16. (a) If a Company or Union grievance is not settled within the time limits stated in this Article or otherwise as prescribed herein, the aggrieved party shall give the other party, within fifteen (15) days of the receipt of the written determination of the grievance after step two, a written notice of intent to arbitrate and a request to select an impartial arbitrator. Such selections shall be made from the panel of arbitrators by alphabetical order. However, no arbitrator may hear two cases in a row. For a grievance that it is permitted to proceed to arbitration because of one party's failure to comply with a time limit, a written notice of intent to arbitrate and a request to select an impartial arbitrator shall be given by the other party within fifteen (15) calendar days of the deadline that was not met.

The Company shall not be liable for any damages, including, but not limited to, back pay for any period of delay in scheduling an arbitration, selecting an arbitrator or other delay, caused directly or indirectly by the grievant or by the Union.

In discharge cases, any arbitrator selected must be available to hear the case within 45 days, if possible, of his/her selection. If an arbitrator's schedule does not so permit, the next arbitrator whose schedule does so permit, in alphabetical order, shall be selected. If no arbitrator can hear a discharge case within 45 days, then the earliest available arbitrator shall hear the case.

A panel of nine (9) arbitrators shall be jointly compiled and agreed upon by the parties and shall be updated from time to time by mutual agreement. During the term of this Contract, either party may, for any reason, strike up to two (2) arbitrators from the panel of arbitrators. However, the parties shall make every reasonable effort to promptly replace any arbitrator removed from the panel under this Section.

(b) A representative of each party shall confer within three (3) workdays after the written notice of intent to arbitrate is received by the non-aggrieved party, to identify the impartial arbitrator to be selected by alphabetical order. The arbitration shall then be scheduled for a date and time as soon thereafter as convenient to the schedules of the parties and the impartial arbitrator.

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

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

(b) In a job evaluation case, the arbitrator shall apply the "total compensation" standard in the local market (DC; MD, VA) as established in Article IX of this Contract (wages + value of benefits = total compensation). Further, the arbitrator shall judge whether the Company reasonably assigned a wage rate under the "total compensation" standard that comports with market standards for a job with comparable skills. The arbitrator may award only a wage grade and rate step as set forth in the wage rate schedule which appears in Annex W to this Contract. The arbitrator may not consider any market wage or benefit data at arbitration that was not presented to the Company by the Union or by the Company to the Union at the grievance meeting (see Article IX, Section 4).

(c) Performance Appraisal Grievances. Employees shall have the right to redress any grievances regarding their annual performance appraisals by explaining their grievance or disagreement with the appraisal on the appraisal itself, explaining in plain language the basis for such grievance. Within 15 days after the appraisal is given to the employee and the employee has written his/her comments, the employee shall meet with the appropriate department head to discuss and, if possible, resolve the grievance. If the grievance is not resolved at this meeting (or within one week of the meeting), the employee may, within 30 days after receiving the department head's answer, meet with the appropriate Business Unit Head to discuss and, if possible, resolve the grievance. If the grievance is not resolved at this meeting (or within one week of the meeting) the matter shall be considered closed. There shall be no further recourse to the procedures for adjusting controversies and there shall be no arbitration of such grievance, unless the union contends that the overall rating for the appraisal has no basis in fact.

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

ARTICLE XIX

Matters/Issues Not Subject to Grievance or Arbitration

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

ARTICLE XX

Amendments, Waivers and Government Regulations

1. **Amendments.** This Contract may be amended at any time. Any amendment (or other mid-term side agreement) hereto shall be in writing and shall be signed and dated by the Chief Executive Officer of the Company or his designee and by the President of the Union. Such amendment (or mid-term side agreement) shall become a part of this Contract and shall be effective as of the date of said amendment or side agreement for the remainder of the term hereof. Refusal by either party to agree to any amendment (or mid-term side agreement) proposed by the other party shall not constitute a grievance subject to the Article XVIII Procedure for Adjusting Controversies. No amendment or mid-term side agreement shall be valid or enforceable unless it is written, signed and dated as required herein.

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

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

ARTICLE XXI

Safety

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

2. Supervisors of the Company shall have the responsibility to see that the work of the employees is performed in a safe manner. The Union agrees that the employees have an individual responsibility for safety.

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

The Company agrees to recognize a standing committee of eight (8) members on Health, Safety and Workers' Compensation, appointed by the Union. The Company and the Union Safety Committees shall meet jointly at least once every other month to discuss any safety-related problems or concerns.

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

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

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

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

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

ARTICLE XXII Employee Benefits

Benefit levels under the Company's Employees' Pension Plan, group insurance, sickness disability and flexible benefits plans which become effective as of the date of ratification of this Contract, shall continue in effect during the term of this Contract.

The Company shall have the right to make procedural and administrative changes to these plans. Such procedural and administrative changes shall not affect the benefit levels for any plan participant. Each such procedural or administrative change shall be communicated to the Union at least seven (7) days before the effective date of the change.

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

Each part-time employee shall be eligible to purchase HMO coverage at his or her own expense effective January 1, 1998, and each calendar year thereafter during the term of this Contract at the rates to be determined by each HMO for such coverage.

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

ARTICLE XXIII Outside Contract Work

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

ARTICLE XXIV Special Allowances

1. **Meal Allowance.** Employees who are required to work ten (10) or more consecutive hours, not including meal periods, shall receive a meal allowance of \$8.75 and employees who are required to work fourteen (14) or more consecutive hours, not including meal periods, shall

receive a second meal allowance of \$8.75 except in such cases in which a meal is furnished by the Company. Time spent eating shall not be counted as time worked. For employees working a 4 days a week, 10 hours a day schedule, the meal allowance and second meal allowance as stated above will be paid after the employees work 12 and 16 consecutive hours respectively.

2. **Mileage Allowance.** An employee authorized by his/her department head to use a personal automobile on Company business will be reimbursed at the current rate prescribed by the Internal Revenue Service.

3. **Meter Reader Travel Allowance.** Meter Readers will be paid a travel allowance of \$3.75 per day for reading gas meters in the District of Columbia, and \$5.40 per day for outside the District of Columbia, unless transportation is furnished by the Company. The Company shall make available six (6) Company vehicles from the Company transportation pool until 8:00 A.M. on each business day for the use, subject to approval by meter reading management, of the meter reading business unit.

4. **Meter Reader Footgear Allowance.** Meter Readers will be paid an allowance of \$25.00 per year for foul-weather footgear and \$10.00 per year for shoes. Such allowance will be paid quarterly.

5. **Prescription Safety Glasses.** Employees who wear prescription eyeglasses and who are required by their department head to wear safety glasses will be paid an allowance of \$75.00 toward the purchase of prescription safety glasses on or about June 1, 2001 and June 1, 2003.

6. **Cold Pack Truck Driver Shoe Allowance.** Will be paid an allowance of \$110.00 per year, paid quarterly.

7. **Cellular Phones.** If the Company issues a cellular phone to an employee for business purposes, the Company will pay the access fee and Company-related usage charges. However, if an employee uses a non-Company issued cellular phone for business purposes, the Company will reimburse the employee for "air time" only.

ARTICLE XXV Funeral Leave

1. In the event of a death in an employee's immediate family (parent, stepparent, foster parent, spouse, child, stepchild or foster child) the employee shall be excused with pay at his straight time rate for four (4) scheduled workdays (not to exceed 32 hours).

2. In the event of death in an employee's family other than as mentioned above (employee's grandchildren, brothers, sisters, mother-in-law, father-in-law, grandparents), the employee shall be excused with pay at his straight time rate for up to three (3) scheduled workdays (not to exceed 24 hours) for purposes of attending the funeral and/or making final arrangements. Such three (3) day period shall not extend beyond the day after the funeral.

3. The Company may require the employee to produce appropriate documentation of the death and the date and place of funeral services.

ARTICLE XXVI Duration, Reopening and Renewal

This Contract shall remain in full force and effect until the 1st day of June, 2004 and thereafter from year to year.

The Company and the Union shall have the right as of the 1st day of June of any year after 2004 to cancel this Contract in whole or to request modification of specific provisions, or the insertion of additional provisions, providing such right is exercised by serving appropriate notice in writing upon the appropriate party not later than the 1st day of April of such year. In the event that either party shall request, by such written notice, the modification of any Article or any part of any Article of this Contract, or the inclusion of any additional provisions, only the related Articles or parts of Articles of this Contract shall be affected and the unrelated Articles and/or parts of Articles shall continue in full force and effect.

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

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

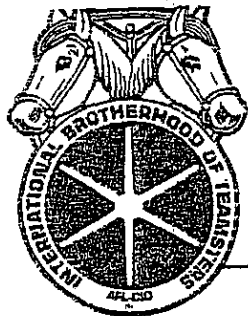
TEAMSTERS LOCAL UNION NO. 96

AFL-CIO

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JOINT COUNCIL 55

2120 BLADENSBURG ROAD, N.E. #106 WASHINGTON, D.C. 20018

PHONE (202) 832-2073 FAX (202) 832-2075



Today's Date: _____

Name: _____

Employee No. _____

I the undersigned, employee of the Washington Gas Company, and member of Teamsters Local 96, hereby request and authorize the Company to deduct a one (1) time initiation fee in the amount of \$ _____ and also hereby request and authorize the Company to deduct from wages due me each month hereafter, union dues in accordance with and in the amount provided by the Constitution and Bylaws of the International Brotherhood of Teamsters and Teamsters Local 96, in effect at the time of deduction, beginning with the month of _____. The amounts deducted under this authorization shall be paid promptly to the Secretary-Treasurer of Teamsters Local 96.

Unless or until such practice is declared by a court or a government authority to be in violation of the Labor-Management Relation Act of 1947 as amended, this authorization shall be irrevocable, unless I revoke it by sending written notices to both the Washington Gas Company and Teamsters Local 96, by registered mail during a period of five (5) days immediately preceding (a) the termination dated of the collective bargaining agreement between such Company and such Union or (b) any yearly period subsequent to the date of authorization whichever occurs sooner in any year, and shall be automatically renewed in irrevocable check-off from year to year, until duly revoked s herein provided, except that in the event that Section 302 of the Labor-Management Relations Act of 1947 shall be amended, modified, or repealed in such manners as to legally permit the same, this authorization is entirely voluntary on my part.

Employee Signature: _____

Employee Social Security No. _____

Employee Address: _____

Phone Number: _____

Department: _____

Station: _____

ANNEX AT

Washington Gas and
Department of Transportation (DOT)
Alcohol Testing Policy

A. Initial Failure

1. BAC equal to or greater than .02 but less than .04
 - a. Discipline as follows:
Minimum - Written warning and 2-4 day suspension. See note below.
Maximum - Discharge - Note: Any failure under this Section which also involves personal injury or property damage, misbehavior on company or customer premises or any safety violation will result in discharge.
 - b. If not discharged, EAP/SAP counseling/evaluation required. Failure by employee to meet with EAP/SAP within one week of receipt by employee of BAC test result shall result in discharge. Employee is responsible for scheduling and meeting with EAP/SAP and for successfully completing any rehabilitation or treatment program EAP/SAP and employee agree upon. Rehabilitation and/or treatment shall be the employee's responsibility and, unless covered under a medical insurance plan, shall be at the employee's expense.
2. BAC equal to or greater than .04 but less than .08
 - a. Discipline as follows:
Minimum - Final warning and 5-10 day suspension. See note below.
Maximum - Discharge - Note: Any failure under this Section which also involves personal injury or property damage, misbehavior on company or customer premises or any safety violation will result in discharge.
 - b. If not discharged, EAP/SAP evaluation/counseling required. Failure by employee to meet with EAP/SAP within one week of receipt by employee of BAC test result shall result in discharge. Employee is responsible for scheduling and meeting with EAP/SAP and for successfully completing any rehabilitation or treatment program EAP/SAP and employee agree upon. Rehabilitation and/or treatment shall be the employee's responsibility and, unless covered under a medical insurance plan, shall be at the employee's expense.
3. BAC equal to or greater than .08
 - a. Discipline as follows:
Minimum - Final warning and a 15 day suspension.
Maximum - Discharge - Note: Any failure under this Section which also involves personal injury or property damage, misbehavior on company or customer premises or any safety violation will result in discharge.
 - b. If not discharged, EAP/SAP evaluation/counseling required. Failure by employee to meet with EAP/SAP within one week of receipt by employee of BAC test result shall result in discharge. Employee is responsible for scheduling and meeting with EAP/SAP and for successfully completing any rehabilitation or treatment program EAP/SAP and employee agree upon. Rehabilitation and/or treatment shall be the employee's responsibility and, unless covered under a medical insurance plan, shall be at the employee's expense.
4. Any initial test result with BAC greater than .005 but less than .02 will result in a written warning and recommended evaluation by the EAP. However, no period of suspension or other limitation on promotion or TT will be imposed. Any subsequent test result with BAC greater than .005 but less than .02 shall disqualify such employee for any TT or promotion for a period of one year from the date of such test result.

B. Second Failure

A second* failure with BAC equal to or greater than .02 (* after any prior failure, including any prior drug or alcohol failure) shall result in discharge.

C. General Provisions

1. Employees with drug or alcohol problems are responsible for obtaining treatment and removing themselves from the work force by approaching a supervisor or taking other necessary steps. If an employee is at work, even if he or she is in a rehabilitation or treatment program at the same time or seeking to enter one, that employee is subject to being tested under current Company policy or applicable federal regulations. If such employee fails a drug or alcohol test, he or she is subject to discipline, up to and including discharge.
2. No DOT-covered employee may refuse to take or avoid taking a random, periodic, post-accident, reasonable cause, return to duty, unannounced or follow-up DOT alcohol test on the basis that he/she has, or claims to have, an alcohol or substance abuse problem and wants assistance from the Employee Assistance Program/Substance Abuse Professional (EAP/SAP) or desires to enter a rehabilitation or treatment program in lieu of taking such alcohol test.
3. If an employee refuses to submit to a DOT-mandated reasonable cause or post-accident alcohol test without valid medical justification (diagnosed by a licensed doctor of medicine), such employee will be terminated.

Any employee who refuses to submit to any other DOT-mandated alcohol test without valid medical justification (diagnosed by a licensed doctor of medicine) shall be treated as having failed at a BAC level of .04 or greater. Refusal to submit means that a covered employee fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement to be tested in accordance with applicable DOT regulations, or engages in conduct that clearly obstructs the testing process.
4. This policy requires any employee who tests at a BAC level of .04 or greater to be evaluated by the EAP/SAP (unless such employee is discharged as a result of such test.) If the EAP/SAP prescribes a rehabilitation program for such employee, that employee must satisfy all conditions established by the EAP/SAP with respect to the employee's participation in, and return from, rehabilitation.
5. An employee who fails (BAC equal to or greater than .02) a pre-assignment DOT alcohol test shall be subject to discipline, up to and including discharge, and, if not discharged, shall not be eligible to re-apply for a covered position for 30 days after such failure.
6. Following any period of suspension or rehabilitation, the employee must, before returning to duty, sign a return-to-duty reprimand and pass (BAC less than .02 under DOT regulations) a return to duty alcohol test. NOTE: While an employee may pass the DOT return-to-duty test, he/she may still be disciplined under current Company policy which prohibits an employee from reporting for duty with any evidence of having partaken of alcohol. Such employee is subject to discipline in accordance with section A (4) of this policy.

Upon passing the return-to-duty test, the employee will also be subject to follow-up testing consisting of at least six tests in the first 12 months after he/she returns to duty. Follow-up testing may also include testing for drugs as directed by the EAP/SAP. The duration of follow-up testing shall not exceed 60 months from the date the employee returns to duty. If the employee fails the return-to-duty alcohol test, or fails to return to duty within 60 days of the date he/she first leaves or is removed from his/her job pursuant to this Policy, he/she will be terminated.
7. The Company requires that any employee who tests at a BAC equal to or greater than .02 but less than .04 meet with an EAP/SAP. If such employee enters a rehabilitation program recommended by the EAP/SAP, his/her job will be held open (pending receipt by the Company of clearance from the EAP/SAP for the employee to return to duty) for a maximum of 60 days from the date he/she first leaves or is removed from his/her job pursuant to this Policy.
8. When the Company conducts tests for alcohol use under applicable DOT regulations, it will apply this Policy. However, in "post-accident" or "for cause" testing situations, the Company will collect a blood sample when an employee is unable, in the opinion of a licensed doctor of medicine, to submit to DOT breath testing. Even when an employee does not fail (BAC equal to or greater than .02) the DOT test, the employee is still subject to discipline, up to and including discharge, under current Company drug/alcohol policy and/or applicable Labor Contract language. In all other non-DOT alcohol-related cases, the Company reserves the right to apply current Company policy and/or applicable Labor Contract language.
9. The Company continues to urge employees who use illegal drugs and/or who may have an alcohol problem to seek and get help for their problems before being detected by testing. Confidential counseling is available through the EAP/SAP. The EAP/SAP can be reached on extension 7-5858 Monday through Friday from 10:00 a.m. to 4:00 p.m. or at 1-800-634-6433 after hours.
10. For the purposes of this Annex AT, Intoximeter Alco-Sensor test results of .005 or less shall be considered to be the same as a .000 test result.

ANNEX B

Union Checkoff Authorization

See Page 24A

ANNEX DA

Disciplinary Action Guidelines

The actual step (level of action) taken depends on the nature of the current incident as well as the employee's prior record. One or more steps may be skipped depending on the seriousness of the offense or violation. The Company encourages its supervisors to continue to discuss directly with employees any matters relating to their performance as such matters occur.

Disciplinary Action Guidelines

1st Step - Range: Written reprimand - to - Written reprimand and 1-3 days suspension

2nd Step - Range: Written reprimand and 3-5 days suspension

3rd Step - Range: Final warning and 5-15 days suspension

Final Step - Discharge

Guidelines for Progressive Disciplinary Action (Since last action)

Infraction occurring under step 1 and 2 remains on record for 24 months.

Infraction occurring under step 3 remains on record for 5 yrs.

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

However, an employee may have a final warning purged from his/her disciplinary record if he/she receives no discipline for sixty (60) months from the date the final warning was imposed (or restated).

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

ANNEX DT

**Washington Gas and
DOT Drug Testing Policy**

A. Initial Failure

1. In the event that the Company is notified by the Medical Review Officer that a covered employee has failed a random, periodic, post-accident, reasonable cause, or return to duty DOT drug test, such employee will be suspended without pay. A refusal to test or failure to submit a specimen without valid medical justification shall be considered a failure under this Policy.
2. The suspended employee will be eligible for rehabilitation under the appropriate medical insurance plan. Rehabilitation and/or treatment shall be the employee's responsibility and, unless covered under a medical insurance plan, shall be at the employee's expense.
3. The employee's position will be held for a maximum of 60 days pending return to duty after approval of the Medical Review Officer.
4. If the employee is not returned to duty within the 60 days, he/she will be discharged.
5. Employees returning to duty following an initial drug test failure will be placed on disciplinary final warning and will be required to sign a return to duty reprimand statement.

B. Second Failure

If an employee fails (including any refusal or failure to submit a specimen without valid medical justification) a drug test a second time after any prior drug or alcohol failure, the employee will be discharged.

C. General Provisions

In accordance with DOT regulations, the Medical Review Officer will determine when the employee is able to return to work. The Union shall be able to grieve the failure to return any employee not returned to his job under Section A on the basis that the employee, following completion of rehabilitation, is capable of safely performing the job.

A positive DOT test does not amount to a basis to test for reasonable cause under the Company's pre-existing drug and alcohol policy.

An employee who fails a pre-assignment DOT drug test is subject to discipline, up to and including discharge, and, if not discharged, such employee will not be eligible to re-apply for a covered position within 30 days of such failure and until he/she has completed a rehabilitation program and has been approved by the Medical Review Officer as fit to perform in a covered position.

An employee may not avoid taking a random, periodic, post-accident, reasonable cause, return to duty, unannounced or pre-assignment DOT drug test on the basis that he/she has, or claims to have, a substance abuse problem and wants to enter the Company's Employee Assistance Program in lieu of taking such drug test.

When an employee is in the workplace, he or she is subject to testing under this Policy. The fact that an employee is in or seeking to enter a rehabilitation program or is under the care or seeking the care of an EAP/SAP does not excuse him/her from being tested or disciplined under this Policy.

ANNEX LA

Layoff Allowance

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

<u>Months of Service</u>	<u>Number of Days' Pay</u>
6 to 12 months	10 days
13 to 24 months	12 days
25 to 36 months	15 days
37 to 48 months	18 days
49 to 60 months	20 days
61 to 72 months	25 days
73 to 84 months	30 days
85 to 96 months	35 days
97 to 108 months	40 days
109 to 120 months	45 days

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

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

ANNEX PR

Personal Responsibility Policy for Company Equipment, Materials, etc.

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

If, within 30 days of the imposition of such discipline, the employee pays the Company the full replacement/repair cost for such lost, destroyed or damaged property, the discipline may, depending on the facts and circumstances of the particular case, be modified or rescinded and any reference thereto in the employee's personnel file may be adjusted accordingly. The repair or replacement costs for any such property shall in every case be determined by the Company. This policy shall not apply to theft by any employee of Company property and shall not affect the progressive discipline guidelines (Annex DA) contained in the Contract except as specifically noted herein.

ANNEX THV Operations Take Home Vehicle (THV) Program

Scope of the Program

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

Participation in the program requires that the employee/participant be a fully-qualified Appliance Service Technician. Participation will be on a voluntary basis and the Company will select one or more volunteers, in order of seniority, from each route/zone the Company identifies for THV Program coverage. All qualified Appliance Service Technicians (except those in the "Program Exclusions" section below) are eligible to participate. Where the number of volunteers is insufficient in any route(s)/zone(s) to provide the coverage the Company desires, the Company may select the most senior volunteer from a zone close enough (in the Company's sole judgment) to provide effective coverage, or draft the least senior employee(s) residing in such route(s)/zone(s). After employees are selected to participate in the program, they are expected to remain in the program for a minimum of six months. However, the Department Head, Appliance Service Field Operations, may permit earlier withdrawal under special circumstances. In order to achieve THV program goals, the Company will make every effort to assign employees to routes geographically close to their home.

In the event that a THV participant (THVP) moves out of his/her geographical work zone, he/she may lose the assignment to that zone. Such employee may request reassignment within his/her new zone; however, he/she will not displace from that zone an employee who has been previously selected and assigned to that zone.

Air-conditioned service trucks will be assigned to selected service routes, which will be identified through the Company's historical knowledge of our existing service territory. Employee input may also be considered.

Light construction trucks are included in this program.

Any proposed expansion, reduction or elimination of the Appliance Service THV Program will be at the sole discretion of the Company. Expansion, if any, of the THV program to other operating areas in the Company will be consistent with the framework established herein. Both parties pledge to cooperate fully in such efforts and recognize that such program(s) can be mutually beneficial.

Each participant in the THV Program will be given at least two (2) weeks notice before cancellation of their participation.

Program Exclusions

Service Technicians in the following categories will not be considered for a THV:

- those permanently assigned to the 11:00 PM to 7:00 AM shift; however, those employees who have previously volunteered for this permanent assignment will be given the opportunity to withdraw prior to the initial selection/implementation of the THV Program, in order to qualify for that program;
- those assigned to construction other than designated light construction trucks; however, those employees who have previously volunteered to be assigned to construction trucks will be given the opportunity to withdraw prior to the initial selection/implementation of the THV Program, in order to qualify for the program;
- those who live outside the Washington Gas franchise area;
- those on light duty; and
- those assigned to other departments or programs such as EnScan.

In addition to the above, there will be no "double trucks" in the THV Program.

Program Implementation

Policies, Practices, and Procedures

Shift begins upon arrival at first assignment.

Each THVP shall check the Computer-Aided Dispatching (CAD) summary thirty (30) minutes prior to the shift start time for the first assignments.

The Company agrees that each THVP will be covered by workers compensation insurance while traveling in the THV on Company business, including the trip from home to the first assignment and the trip from the last assignment to home and during authorized personal use as described below.

Each THVP may operate his/her THV for limited non-Company business for up to sixty (60) minutes prior to their start time and up to sixty (60) minutes after the assigned shift for personal use, e.g., school, day care, grocery store, etc. THVPs shall not permit any non-Company employee to operate or drive the THV at any time. Only one other occupant is allowed in the THV. Seat belts must be worn. (This is an existing Company policy.) Alcoholic beverages shall not be transported in the THV at any time, for any purpose.

THVPs must keep the THV to which he/she has been assigned under this program parked and locked in a secure location at the THVP's residence, or in a secure location approved by the Company, when the THV is not in service.

The Company will fully insure the THV at all times.

Vacations and Absences from Work: Anytime a THVP will be on vacation or otherwise absent from work for 5 days or longer, he/she must return the THV for maintenance to his/her station on the last workday before the start of the vacation or other absence. The THVP will be responsible for his/her transportation to and from the station, both at the beginning of his/her vacation or absence from work and upon his/her return to work at the conclusion of the vacation or absence.

Call Out Policy

THVPs contacted at home are expected to respond to each request for emergency response or customer service communicated to them by Dispatch Operations if they are available and fit for duty. All THVPs are expected to perform efficient and cost effective work and to fully cooperate with the Company in achieving the objectives of the THV Program.

If, for any reason, a THVP does not consider himself/herself physically or mentally able to perform the job in a manner consistent with all existing Company policies and procedures, the THVP shall notify the Dispatcher accordingly and shall not respond.

THVPs who repeatedly decline call-out assignments may be removed from the THV Program at the Company's discretion. However, such employees will not be disciplined in any way solely for declining call-out assignments.

If a THVP is called from home, his/her time will be recorded according to the Labor Contract and will be charged an overtime turn. The THVP's time will start when the assignment is accepted, and will end upon completion of the assignment, and will include travel time as specified in Article VII, Section 5 of this Contract. All calls to the THVP in any given week, whether accepted or refused, will be recorded.

Location Reporting

THVPs will be required to report to an assigned location at least every other Friday for the following reasons:

Pick up notices, paychecks and other needed supplies.

Restock tools and miscellaneous supplies (must send in request for supplies by Thursday to allow adequate time to prepare order).

Those assigned off on Friday to work the weekend will follow the Friday guidelines on Saturday.

Fleet Maintenance

The Company will pay all operating and maintenance costs for all assigned THVs. Each participant, however, shall ensure that the THV to which he/she is assigned is kept clean and in good working condition at all times.

The Company will provide training on the proper procedures for jump-starting vehicles. Each THVP is expected to:

Jump start a dead battery with cables that will be provided with each THV if the THVP has received training in the appropriate method for jump starting a vehicle.

Transportation Department will respond with a spare vehicle if a THV needs to be towed in for repairs.

Fueling of vehicles: All THVPs will be issued a Company-issued credit card for the purchase of self-service gasoline and related materials to keep vehicles operating. They must abide by the rules governing the credit card. In the event that a THVP is presently assigned to a CNG vehicle, it may be necessary to make another vehicle assignment, depending on CNG fueling availability in his/her assigned route/zone.

Delivery of Field Materials

Through the use of delivery trucks located at each of the four main field stations, the Company will deliver materials and supplies to THVPs.

These delivery trucks will be stocked with meters, regulators, and other materials that are stocked on THVs, such as washers, discs, and an assortment of Company forms. Delivery trucks will also be available for restoration of service due to outages. The delivery trucks will run established routes so that THVPs can meet the trucks as necessary. In the time between route stops, the delivery trucks will be available to meet THVPs at job sites.

The delivery trucks are to meet the THVs in the field or go to the substations and pick up old meters, completed paperwork, e.g., P/I-P/D, work records, danger and warning tags, bill payment receipts (zipper envelopes will be provided for payments), etc., and return them to the office. At the end of the shift, they will unload all old meters, place paperwork in proper places, and the requests for parts or material, in the tool room attendant office box.

Communications

The Company will post on the CAD union notices that have been approved by the Director of Labor Relations. The Company, however, assumes no responsibility for completeness, timeliness, etc., of such notices.

ANNEX W

**WAGE GRADES AND RATES (rounded to nearest cent—for reference only)
3% Increase in Rates Effective June 6, 2000**

<u>Salary Grade</u>	<u>Hiring Rate</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
1	\$10.88	\$11.56	\$12.23	\$12.93	\$13.65
2	11.71	12.42	13.09	13.80	14.52
3	12.48	13.38	14.30	15.22	16.09
3A	13.60	14.33	15.09	15.91	16.66
4	14.31	15.14	16.00	16.84	17.67
4A	14.91	15.75	16.64	17.50	18.36
5	15.59	16.49	17.40	18.30	19.21
5A	16.22	17.21	18.27	19.21	20.26
6	17.17	18.19	19.21	20.26	21.29
6A	17.86	18.96	20.06	21.14	22.26
7	18.86	19.94	21.04	22.17	23.28
7A	19.91	21.06	22.23	23.39	24.54
8	20.91	22.11	23.30	24.50	25.69

ANNEX W-1

WAGE GRADES AND RATES

2.75% Increase in Rates Effective June 1, 2001 (rounded to nearest cent - for reference only)

<u>Salary Grade</u>	<u>Hiring Rate</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
1	\$11.18	\$11.87	\$12.56	\$13.28	\$14.02
2	12.03	12.76	13.45	14.18	14.92
3	12.83	13.75	14.69	15.64	16.53
3A	13.97	14.72	15.50	16.35	17.11
4	14.70	15.56	16.44	17.30	18.16
4A	15.32	16.18	17.10	17.98	18.87
5	16.02	16.94	17.88	18.81	19.74
5A	16.67	17.68	18.77	19.74	20.82
6	17.64	18.69	19.74	20.82	21.88
6A	18.35	19.48	20.62	21.72	22.87
7	19.38	20.49	21.62	22.78	23.92
7A	20.46	21.64	22.84	24.03	25.22
8	21.48	22.72	23.94	25.18	26.39

ANNEX W-2
WAGE GRADES AND RATES

2% Increase in Rates Effective June 1, 2002 (rounded to nearest cent – for reference only)

<u>Salary Grade</u>	<u>Hiring Rate</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
1	\$11.40	\$12.11	\$12.81	\$13.55	\$14.30
2	12.27	13.02	13.72	14.46	15.22
3	13.09	14.03	14.98	15.95	16.86
3A	14.25	15.01	15.81	16.68	17.45
4	14.99	15.87	16.77	17.65	18.52
4A	15.63	16.50	17.44	18.34	19.25
5	16.34	17.28	18.24	19.19	20.13
5A	17.00	18.03	19.15	20.13	21.24
6	17.99	19.06	20.13	21.24	22.32
6A	18.72	19.87	21.03	22.15	23.33
7	19.77	20.90	22.05	23.24	24.40
7A	20.87	22.07	23.30	24.51	25.72
8	21.91	23.17	24.42	25.68	26.92

**ANNEX W-3
WAGE GRADES AND RATES**

2.25% Increase in Rates Effective June 1, 2003 (rounded to nearest cent -- for reference only)

<u>Salary Grade</u>	<u>Hiring Rate</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
1	\$11.66	\$12.38	\$13.10	\$13.85	\$14.62
2	12.55	13.31	14.03	14.79	15.56
3	13.38	14.35	15.32	16.31	17.24
3A	14.57	15.35	16.17	17.06	17.84
4	15.33	16.23	17.15	18.05	18.94
4A	15.98	16.87	17.83	18.75	19.68
5	16.71	17.67	18.65	19.62	20.58
5A	17.38	18.44	19.58	20.58	21.72
6	18.39	19.49	20.58	21.72	22.82
6A	19.14	20.32	21.50	22.65	23.85
7	20.21	21.37	22.55	23.76	24.95
7A	21.34	22.57	23.82	25.06	26.30
8	22.40	23.69	24.97	26.26	27.53

ANNEX STBY
Procedures for Standby Coverage

1. Initial assignment of employees to "standby" status following ratification of this Labor Contract shall be made by selecting senior, qualified volunteers by station / operating unit. Thereafter, rotation for standby coverage shall occur every 3 months.
2. The Company reserves the right to draft qualified employees in reverse order of seniority (bargaining unit seniority at each station / operating unit) as needed to provide sufficient standby coverage. Employees drafted will be given two (2) weeks notice of their standby assignments.
3. Volunteers for "permanent" (minimum 1 year) shifts other than the 7:00 A.M. to 3:30 P.M. or 9:00 A.M to 5:30 P.M. (Monday - Friday) shifts will be accepted first. Remaining shifts will be assigned on basis of seniority at each station / operating unit.
4. The Company reserves the right to determine the numbers of employees it needs each week for standby duty and the hours it requires standby coverage.
5. Employees on standby will be paid at 7 1/2 % of the top of grade 6A for 125.5 hours of standby coverage each week. Standby assignments will be for a full 7-day week at a time.
6. Emergency call-out pay provisions in the Labor Contract (see Article VII, Section 5) will apply to employees called out while on standby. Call-outs will be for gas emergencies only.
7. Employees must be and remain fit for duty at all times when on standby and must respond without any unreasonable delay to every emergency call. Employees who fail to comply with this requirement will be subject to discipline, up to and including discharge.
8. Eligibility for standby status will be limited to employees in "Gas Transportation" who have been trained in emergency response and who have take-home vehicles or are assigned to respond with a vehicle located at a local fire department. Accordingly, eligible employees must live in the Company's service area. The Company may make exceptions to this requirement for employees who, in the Company's judgment, live sufficiently close to the Company's service area to respond effectively to emergency calls.
9. The Company reserves the right to eliminate standby assignments and staff by such shifts it establishes.

ANNEX ZC
Zipper Clause

The Labor Contract supersedes, and the Company repudiates, all prior agreements, mid-term agreements, memoranda of understanding, letter agreements, etc., and past practices/shop practices between the parties except as listed below. To the extent that the following prior agreements and past practices/past shop practices are not inconsistent with the terms and provisions of the Labor Contract, each such agreement, past practice or past shop practice in effect as of the date of ratification of this Contract shall be incorporated by reference herein. In the event that dispute arises in the administration of any of the following, the parties agree that specific Labor Contract language shall control, but in the absence of specific language that such dispute shall be resolved in a manner consistent with the Company's need to operate with optimal flexibility, efficiency, productivity and economy. Nothing in Article XXVII or this Annex shall affect existing discipline and no changes to or deletions from personnel jackets shall result solely as a result of Article XXVII or this Annex.

Departmental break time practices

Departmental mealtime practices

1. Standby Agreement (1/20/94) (NGV Support)
4. Modified work schedule Grade 8 Buildings (7/2/91) – deleting daily overtime
6. Program 12-hour shifts for Gas Supply plants, revised 2/01
9. Temporary transfer to Acting Foreman out of bargaining unit (12/3/75)
6. Standby Agreement for Communications (9/5/78) with the exception of daily overtime
- 6B. Standby Agreement for Gas Supply (3/6/75) with the exception of daily overtime

- 87. Red Wing shoe purchase procedure. Note: discounts currently available through any vendor are not enforceable under this contract
- 88. Letter re protective gear for Welder and coveralls for Mechanics (6/1/71) (only items #3 #9 #10)
- 90. Letter re coveralls for Transportation (6/5/78) (only item 5)
- 92. Letter re smocks for Storeroom Attendants Agreement (7/5/83)
- 107. Arro procedure re: Gas Supply, Pressure Division, promotion process (12/85)
- 109. Jury Duty - Policy in Employee Information Handbook (Effective 1999) to apply
- 114. Use of Company vehicle - second shift overtime/different station.
- 118. Continued use of local pharmacy (currently CVS) to fill prescriptions in worker's compensation cases- revised 2/01
- 120. Free minor repairs in Company parking lot for employees and customers to get them on the road
- 122. Deposit at designated Company recycling facilities of used oil, antifreeze and batteries from employees' personal vehicles. Note: Company reserves the right to discontinue this program in the event of abuse (e.g., employees bring contaminated fluids, cause spillage or leave fluids, batteries etc., in non-designated areas) by employees.
- 123. Ten-minute clean-up time in transportation and transmission shops
- 129. Company continuing to pay fees and for time required to take tests for required certifications (not to exceed 2 attempts).
- 131. G.L. Cosgrove letter of 8/29/97 regarding Employees Encountering Legal Union Picket Lines While on Company Business.
- 132. Continuation of ZAP Program absent incentive portion.

JOB CLASSIFICATIONS
(Job Number, Title, and Salary Grade)

CONSTRUCTION AND TECHNICAL SUPPORT

Construction

2470	Crew Leader	7A
2438	Inspector Contract	6A
1900	Inspector Pre-Installation	6
2415	Inspector Paving	6
2431	Sr. Pipeman	5A
2465	Pipeman	5A
2472	Crew Mechanic	4A
2422	Truck Driver Supply	4
2426	Helper Mechanic	3

Engineering / Laboratory / Environment -Safety

564	Sr. Technician	8
1602	Plant Draftsman	8
1603	Sr. Plant Draftsman	8
1604	Plant Draftsman	7
1925	Environmental Technician	7
4720	Lab Engineer	7
4727	Sr. Materials Testing Technician	7
1534	Lab Technician 1st Class	6A
1607	Sr. Network Analysis Assistant	6
1608	Plant Draftsman	6
1876	Equipment Operator	6
1533	Lab Technician 2nd Class	5A
1606	Network Analysis Assistant	5
1833	Gas Maker	5
1506	Laboratory Assistant	4

CUSTOMER SERVICES

Customer Accounts

6612	Meter Reader Router	5
6623	AMR Operator	5
6601	Meter Reader	4

GAS TRANSPORTATION

Appliance Service

2611	Commercial & Industrial Serviceman	8
2607	Special Serviceman	7
2610	Construction Leadman	7
2601	Service Technician	6A
2617	Gas Fitter	5
2614	A/C Refrigerant & Refill Technician	4A
2603	Assistant Serviceman	4
2615	Toolroom Attendant	4
2612	Helper	3

Fleet & Facilities

	<u>11th Street</u>	
828	Building Engineer	6A
801	Building Engineer	6
813	Jr. Building Engineer	4

Fleet & Facilities (cont'd)

	<u>11th Street</u>	
826	Window Washer	3
830	Lead Janitor	3
803	Porter	2
811	Chauffeur	U/C
818	Janitor	U/C
	<u>Springfield</u>	
3509	Operating & Maintenance Engineer	8
3510	Electrical and Maintenance Engineer	7
3507	Building Maintenance Man	7
3321	Lead Carpenter	7
3306	Carpenter	6A
3315	Electrician	6
805	Painter	6
514	Preventive Maintenance Man	6
3508	Jr. Building Maintenance Man	4
3513	Junior Carpenter	4
829	Lead Janitor	3
3501	Janitor	U/C
819	Janitor	U/C

Transportation

3301	Vehicle Mechanic	7A
2437	Equipment Mechanic	7
3316	Body Repairman & Painter	7
3305	Vehicle Preparer	5A
3203	Auto Partsman	4A
3304	Vehicle Attendant	4
3318	Garage Attendant	3

Materials Management

2437	Equipment Mechanic	7
2843	Lead Meter Repairman	7
2832	Shop Maintenance & Meter Repairman	6A
2814	Meter Repairman Fitting	6
2820	Meter Repairman Large Meter	6
2827	Meter Repairman Miscellaneous Repairs	6
3407	Crane Operator	6
6728	Regulator Mechanic Leadman	6
2816	Meter Repairman Prover Adjust	5A
2845	Meter Repairman In/Out Test	4A
2847	Meter Inventory Attendant	4A
3403	Tractor Trailer Operator	4A
6719	Storeroom Attendant Appliance Parts	4A
6727	Regulator Mechanic	4A
6730	Storeroom Attendant Receiving & Shipping	4A
6734	Mechanic (Threading Machine)	4A
2819	Meter Repairman Incoming PUC Test	4
2840	Meter Repairman	4
3323	Storeroom Attendant	4
6726	Assemblyman	4
6731	Storeroom Attendant Issuing	4
6732	Storeroom Attendant Stationery	4
6733	Storeroom Attendant	4
2609	Meter Transporter	3
2801	Meter Repairman - Removing Tops	3
2818	Meter Repairman Hydro Test	3

Materials Management (cont'd)

2824	Meter Repairman Painting Meters	3
2834	Meter Painter	3
3405	Helper	3
6718	Helper	3

Plants & Gate Stations

1570	Clerk	5
1542	Natural Gas Clerk	4A
1510	Natural Gas Clerk	4
1540	Natural Gas Clerk	3

Rockville

1535	Controlman	7
1856	Millwright	7
1868	Lead Painter	7
1869	Crew Leader	7
1873	Station Mechanic	7
1544	Station Equipment Operator	6
1807	Pipe Fitter	6
1864	Painter	6
1866	Controlman	6
1876	Equipment Operator	6
1546	Assistant Operator-Rockville	5
1871	Maintenance Mechanic 2nd Class	5
1547	Station Utility Man	4
1874	Maintenance Utility Person	4
1548	Helper	3

Ravensworth

1601	Controlman	7
1873	Station Mechanic	7
1562	Station Equipment Operator	6
1864	Painter	6
1561	Assistant Operator	5
1870	Maintenance Mechanic 2nd Class	5
1569	Station Utility Man	4
1560	Helper	3

Watergate

1600	Shift Engineer	8
4724	Maintenance Engineer	6A

Instrument Systems & Gate Stations

1566	Sr. Instrument Technician	8
1502	Instrument Repairman 1st Class	7A
2842	Meter Repairman Field	7
1531	Instrument Repairman 2nd Class	5
1872	Electrician	6A
1875	Measurement Quality Technician	6A
1574	Clerk Gas Supply Instrument	5
1565	Instrument Repairman 3rd Class	4
1572	Instrument Shop Attendant	4

Pressure

3117	Crew Leader	7
3113	Maintenance Man Regulator	6
1570	Clerk	5
3116	Pressure Operator	5

Pressure (cont'd)

3108	Pressure Man Regulator Crew	4A
3105	Pressure Man Gauges	4
3115	Utility Man	4
3104	Helper	3

System Operations & Maintenance

2470	Crew Leader	7A
2440	Maintenance Man	6
2460	Pipeman	4A
2472	Crew Mechanic	4A
2452	Self Loader Operator	4
2424	Helper Basic	2

System Protection

2479	Sr. Technician	7
1615	Corrosion Repair Person	6
2478	Technician 1st Class	6
2486	Damage Prevention Technician	5A
2442	Leak Locator	5
2477	Technician 2d Class	5
2412	Drip Pumper	4
2476	Tester	4
2443	Helper Leak Locator	3
2475	Helper Mechanic	3

Transmission and Construction Support

2470	Crew Leader	7A
2482	Sr. Welder	7A
2404	Welder	7
2436	Machinist	7
2484	Maintenance Mechanic Lead	7
2406	Blacksmith	6A
2409	Maintenance Mechanic 1st Class	6A
2483	Welder	6A
2418	Machine Operator	6
2473	Machine Operator	6
2480	Maintenance Man (Right of Way)	6
2408	Maintenance Mechanic 2nd Class	5A
2442	Leak Locator	5
2464	Tie-In Mechanic	5
2419	Compressor Operator	4A
2460	Pipeman	4A
2463	Acetylene Cutter	4A
2467	Tractor Machine Trailer Operator	4A
2472	Crew Mechanic	4A
2459	Shop Assistant	4
2421	Cold Pack Truck Driver	3A
2475	Helper Mechanic	3
2434	Tool Room Attendant	U/C

INFORMATION TECHNOLOGY SERVICES

3114	System Technician	8
2844	Electronic Leadman	7
3109	Electronic Technician	7
3118	Communications Installation Technician	5
3107	Communications Installation Technician	4
3512	Outside Messenger	U/C

INDEX

A

	Page
Agreement:	
Amendments to.....	21, 24
Renewal of.....	23
Alcohol Testing Policy.....	25
Arbitration of Grievances.....	19-21
Authorization to Deduct Union Dues.....	2, 24A

B

Bargaining Unit work; Prohibition Against Foreman Performing.....	17
Benefits; Employee.....	22
Break in Service.....	8
Bulletin Boards; Union Use of.....	5
Bumping.....	9-10
Business Agent, Union.....	3-4

C

Change in Schedule.....	11
Check-Off.....	2, 24A
Civil Rights Committee.....	5
Classification: Notice of Change in.....	17
Compensation:	
Arbitration.....	19
Bi-weekly Pay.....	14
Grievances.....	19
Labor / Management Conferences; called by Company or Union.....	4, 5
Rate Steps.....	13, 32-35
Wages.....	12, 32-35
"Competent" Performance Appraisal Rating Requirement.....	6-7, 12-14
Wage Scale / Annex W-1 through W-3.....	32-35
Controversies: Procedure for Adjusting.....	18-21
Contract: Duration, Reopening, Renewal.....	23

D

Demotion.....	6
Discharge.....	6, 27
Disciplinary Action Guidelines.....	27
Discontinued Business Unit.....	9-10
Dress Code / Uniforms.....	17
Drug Testing Policy.....	27, 28
Dues Deduction Authorization.....	24A

E

Emergency Work: General; Traveling Time.....	11
Employee Benefits.....	22
Employees Covered By Contract.....	2
Employment Security.....	12
Excess in Classification.....	9

F

Family Medical Leave of Absence.....	17
Flexibility; Work Force.....	12

F
(Cont'd)

Foremen Working: Prohibition on	17
Functions of Management	5
Job Proficiency standards	5
Performance / Production standards	5
Testing for Qualifications	5
Training	5
Vacation Scheduling, Cancellation; Rescheduling	15
Funeral Leave	23

G

Government Regulations	21
Grievance Procedure	18-21
Discovery	18
Fees and Costs	19
Jurisdiction of Arbitrator	20
Matters Not Subject to Grievance or Arbitration	21
Meetings	19
Performance Appraisal	21
Safety	22
Selection of Arbitrator	20
Variance of time limits for	19

H

Holidays: General	15-16
Birthday	16
Definitions of, and Pay for	15-16
Exception for Suspended Employee	16
Exception for Unexcused Absence	16
Hours of Work	10
Normal Five 8s; Four 10s; Notice Requirements	10
Extended Work Day / Week	10
Weekly Overtime	10-11

I

Inability to Report for Work; Notice of	11-12
Inclement Weather	12

J

Job Evaluation	12-13
Grievances	13
Procedures	13
Job Classifications	38-41
Job Posting	8

L

Labor-Management Conferences	4-5
Layoff	9
Leave of Absence:	
Family Medical Leave of Absence	17
Military Leave of Absence	15

L

(Cont'd)

Union Activity 3-4
 Vacation Allowance ("Cash Out") 15
 Lockouts / Strikes 5
 Long and Faithful Service 16-17

M

Management; Functions of 5
 Meal Allowance 22-23
 Membership; Union 2
 Meter Reader Allowances 23
 Mileage Allowance 8, 23

O

Outside Contract Work 22
 Overtime:
 Distribution of 11
 Emergency 11
 Weekly 10-11

P

Pension Plan; Benefit Levels Under 4, 22
 Performance Counseling 6-7
 Personal Days 16
 Posting, Job Vacancies 8
 Premium Pay 14
 Change in schedule 11
 Emergency work 11
 Holidays 15-16
 Sunday Shift Bonuses 14
 Weekly overtime 10-11
 Probationary period 7
 Promotions 7-8

R

Rates of Pay 13, 32-35
 Recognition of Union 2
 Reinstatement:
 After Layoff 15
 Excess in Classification 9
 Renewal of Contract 23
 Reporting Inability to Work 11-12

S

Safety: General 21-22
 Safety Committees: Meetings 21-22
 Safety Grievances 22
 Schedules:
 Changes in 11
 Holiday 15-16
 Seniority:
 Break In Service 8

S
(Cont'd)

Determination of Bargaining Unit	7
Discontinued Business Unit	9-10
Excess In Classification	9
General	7
Progressive Jobs	7
Promotions; Increase in working force	7
Temporary Transfers.....	7-8
Shift Bonus.....	14
Shop Stewards.....	3
Special Allowances.....	22
Cellular phone reimbursement.....	23
Cold Pack Truck Driver Shoe Allowance	23
Meals.....	22-23
Meter Reader: Footgear, Travel	23
Mileage.....	23
Prescription Safety Glasses	23
Strikes, Lockouts, etc.	5
Sunday Premium Pay.....	14
Supervisory Charts.....	18
Suspension.....	6, 27

T

Temporary Transfers: Rules Governing	7-8
Temporary Transfer Pay	14
Transfer, Right to.....	5

U

Union:	
Activity.....	3
Civil Rights Committee	5
Check-Off.....	2, 24A
"DRIVE" PAC	3
Dues Deduction Authorization.....	24A
Membership.....	2
Pension Plan; Committee.....	22
Recognition.....	2
Uniforms; Dress Code	17

V

Vacancies.....	8
Vacations:	
Allowance.....	14
Eligibility for.....	14
Leave of Absence; Return from	15
Prior Service.....	15
Recall from Layoff.....	15
Termination of Service.....	15
Time of Scheduling; Approval; Cancellation; Rescheduling	15
Unused.....	15

W

Wages:

Basic Increase12

Hiring Rate32-35

Not a Grievance or Subject to Arbitration21

Rate Steps 13, 32-35

Reductions in 9, 13

Waivers21

Warning, Final of Discharge6, 27

Workday / Workweek: Definition of10

Workforce Flexibility12

Flexible schedules12

Four 10s 10, 12

Outside Contractors22

Part-time employees12

Short-term operating needs; part-time/temporary employees12

Take-Home Vehicles29-31

Temporary employees / temporary agency employees7

Temporary Transfers7—8, 14

Z

Zipper Clause23-24

ZC Annex36-37