AGREEMENT BETWEEN NICOR GAS

AND

LOCAL 19

OF THE

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

2020 - 2023

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PREAMBLE

This Agreement is made by and between Nicor Gas (hereinafter called the "Company") and Local Union 19 (hereinafter called the "Union") of the International Brotherhood of Electrical Workers. This Agreement shall be binding upon the parties and their respective successors and assigns. The parties hereto agree with each other as follows:

ARTICLE I – Representation and Recognition

- 1. The Union, having been duly certified by the National Labor Relations Board, is hereby recognized by the Company as the sole bargaining representative for all employees in the job classifications listed in Exhibit A.
- 2. The occupational titles of the employees covered herein are listed in Exhibit A attached hereto and made a part hereof.
- 3. The Company recognizes authorized representatives of the International Brotherhood of Electrical Workers Local 19 as representatives of the Union. The Union shall inform the Company, in writing, of names of authorized representatives.

ARTICLE II – Union-Company Relationship

- 1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer and layoff because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement.
- 2. In the election conducted by the National Labor Relations Board, the Union has been duly authorized to make the agreement set out in this Section. In the interest of cooperation and harmonious relationship, the Company and the Union agree that:
 - (a) All regular and part-time regular employees, other than guards, who on August 1, 1946, were members of the Union, and all employees, other than guards, who become members after that date, shall as a condition of employment, maintain their membership in the Union during the term of this Agreement. The Union, their officers and their members, shall not intimidate or coerce employees into joining the Union.
 - (b) All persons, other than guards, hired after July 31, 1946, shall as a condition of employment, join the Union after 30 days of employment as a regular employee and maintain membership in the Union during the term of the Agreement.
 - (c) The Union will accept into membership any present employees and all persons hired after July 31, 1946, upon reasonable terms and conditions. Employees in job classifications, deemed by the parties to perform the functions of guards, were excluded from participation in the above mentioned election conducted by the National Labor Relations Board.

- 3. The Company agrees that during the period of this Agreement there shall be no lock-out of members of the Union. The Union and its membership, individually and collectively, agree that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.
- 4. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents, against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union.

The Union, or its agents, will not solicit members, engage in organization work, or any other Union activities during the working time of employees except as provided in Article VIII of this Agreement.

- 5. Neither the Company nor the Union, through their officers, members, representatives, agents, or committees, shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.
- 6. Posting of official Union notices on Company property shall be permitted and definite space shall be allotted for this purpose.
- 7. The Company and the Union agree that neither shall discriminate among employees in the application of the provisions of this Agreement because of an employee's race, color, religion, sex, national origin or disability. The Company and the Union also agree that, as provided by applicable laws, neither shall discriminate among employees in the application of the provisions of this Agreement because of age.
- 8. The Company will deduct, during the term of this Agreement, regular, monthly Union membership dues from the wages of each employee from whom the Company has received an individual, voluntary authorization for such deduction. Said authorization shall be irrevocable for a period of one year from the date of execution thereof by the employee, or until the termination date of this Agreement, whichever occurs sooner, but if not revoked in the following manner shall be automatically renewed from year to year. Employees may revoke their dues deduction authorization forms by sending written notice, by certified mail, return receipt requested, to the Director, Labor Relations of the Company and to the President of the Local Union, postmarked within ten days following (i) the expiration of any yearly period subsequent to the date of authorization, or (ii) the date of termination of the applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner. The Company will deduct the union dues bi-weekly, from each paycheck which is sufficient in amount for such deductions to be made therefrom, in the amounts specified in writing by the Union. The Company will remit immediately said deductions to the Financial Secretary of Local 19, together with a list of the names of the employees for whom deductions have been made, the amount deducted for each employee, and the names of any employees who have quit, been discharged, or otherwise terminated, or who have been hired, since the prior bi-weekly deductions were made.

The individual voluntary authorization forms for payroll deduction of monthly union dues and initiation fees shall be presented to new employees by the Company prior to completion of his/her probationary period.

The Union will indemnify and save the Company harmless against any and all claims, demands or other forms of liability which may arise out of or by reason of action taken or not taken by

the Company in reliance upon the check-off authorization forms submitted to it and in accordance with the provisions of this Section.

ARTICLE III - Seniority, Promotions, Transfers, Layoffs, Reemployment

- 1. This Article shall apply to those carried on the payroll as "regular" employees and "part-time regular" employees and shall not apply to those carried on the payroll as "temporary" employees. Regular and part-time regular employees are engaged without time limitation and temporary employees are engaged for a limited period in jobs, which will not result in loss of regular employment for regular and part-time regular employees.
- 2. A new employee, other than one classified as temporary, shall be termed a "probationary" employee. The probationary period shall be 120 calendar days, except in the case of newly hired Fleet Mechanics who do not have the required ASE certifications, in which case the probationary period shall be 180 days. Extensions to the probationary period will be granted by mutual consent. Upon the completion of the probationary period the employee shall be placed on the seniority list as a regular or a part-time regular employee and immediately credited with the seniority and service, which accumulated during the probationary period. A probationary employee may be discharged any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of Article VIII.
- 3. Length of employment in the Company (or in any predecessor company) shall be "service." Service will be in accordance with the Company records but cannot include time spent in the Company prior to a break in service which has not been joined. For promotional purposes, "service" is defined as promotional service date.
- 4. During the term of this Agreement the Company will supply, to the Union, lists showing service of regular employees as of January 1, and July 1, of each year.
- 5. Each month the Company will inform the Union of personnel changes within the bargaining unit.
- 6. A job classification shall be "higher" when it carries a higher schedule maximum. "Promotion" shall mean advancement to a higher job classification.
- 7. In cases of promotion to higher job classifications within the bargaining unit, the factors to be considered shall be ability and service in accordance with Exhibit B. Where such factors among the employees under consideration are substantially equal, the employee highest on the seniority list will be the one promoted. Effective March 1, 2017, employees with disciplinary suspensions in the last 12 months or with last chance agreements issued in the last 12 months are ineligible for promotion. In case of promotion, if the employee who is highest on the seniority list is not selected, the employee shall be informed by the Company of the reason why he/she was not promoted. The Union will be furnished the names of employees not promoted in accordance with service. An employee demoted for inability to perform satisfactorily the work of his/her job classification shall not be eligible for promotion for the next 12 months.

Physical employees demoted at their own request will not be eligible for promotion (other than Star-X) for a 24-month period after the demotion.

Clerical employees who voluntarily demote will not be eligible for a promotion to any job classification for 24 months after their demotion.

8. When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, the Company shall post a notice electronically on the Company's website, for a period of ten calendar days, excluding Sundays, and holidays, announcing the position open. The entrance job classifications referred to are those indicated in Exhibit B (Clerical and Physical). Employees desiring to be considered are required to apply electronically through the Company's website and to complete the application information forms, setting forth their qualifications. Employees will receive an electronic confirmation of their application submittal. Employees who do not make application within the period of posting of the notice shall have no grievance. Promotion of employees who apply under this Section 8 shall be in accordance with the factors set forth in Exhibit B (Clerical and Physical) which are applicable to the particular job vacancy applied for.

If no qualified employee is available for the vacancy or newly created job classification, either from the next lower job classification in the applicable line of promotion and demotion in Exhibit B (Clerical and Physical) or as a result of the bidding procedure, then the Company may select any employee or hire someone to fill such job after notifying the Union.

- 9. An employee's choice not to accept a promotion or transfer shall have no effect upon his/her future opportunities for promotion.
- 10. An employee promoted shall be given a qualifying period up to 90 calendar days after certification, or up to 120 calendar days after a promotion without certification requirements, for determination as to whether or not he/she can meet the job requirements. When required, extensions to the qualifying period may be granted by mutual consent of the Company and the Union. If it is decided that the employee who has been selected for promotion is not competent to perform satisfactorily the work of the new job classification, the employee will be transferred back to his/her former job classification.
- 11. The Company will afford the senior employee in a job classification a reasonable opportunity to be trained for the next higher job in his/her line of promotion and demotion to the extent that the Company finds it practicable to provide such training, taking into account the job requirements and working conditions involved.

This policy is predicated on the understanding between the Company and the Union that such training will not affect the Company's right to assign any work to an individual at any particular time.

- 12. Whenever it becomes necessary to reduce the number of employees in a job classification due to lack of work, the Company will negotiate with the Union in an effort to formulate a program for spreading the work, moving employees between regions, areas, departments, zones, lines of promotion and demotion or job classifications, or for other appropriate action. If the Company and the Union are unable to agree on such a program within 30 calendar days after the Union is notified of the situation, the following ground rules shall apply:
 - (a) Temporary employees first, and then probationary employees shall be laid off from the classification affected but shall not have any rights to displace other employees.

(b) Employees laid off from job classifications will be laid off according to their service in the job classification.

The procedure to be followed should a layoff occur is as follows:

Employees laid off from their classification may displace the employee with the least service in the next lowest job classification. If laid off from the lowest job classifications, the employee may then displace in the following order:

- (1) Temporary employee
- (2) A probationary employee
- (3) The employee with the least service in an equal or lower job classification provided that the former employee has more service than the latter and can perform satisfactorily the work of the other job classification.
- 13. Should there be a reduction in force, employees who are the President/Business Manager, Senior Assistant Business Manager, Vice-President/Recording Secretary and Business Representative of the Union shall continue to work as long as there is a job in their own department, in job classifications covered by this Agreement, which the Officers or Business Representatives are qualified to perform. In any such case, the employee whose work the Officer or Business Representative is qualified to perform shall replace an employee of less seniority. The Union shall inform the Company in writing of the names of these Officers and the Business Representatives.
- 14. In the case of a regular employee or part-time regular employee who has given long and faithful service and who is unable to carry on his/her regular work to advantage, the Company will attempt to place such employee on work, which he/she is able to perform. In such cases, the other provisions of this Article shall not apply.
- 15. Any regular employee on a military leave of absence shall, upon reemployment, have the period of absence added to his/her service at the time of entry into military service. A returning veteran shall be placed in a job classification, in accordance with provisions of applicable laws, at the rate of pay and with the seniority the employee would have attained had he/she not entered military service.
- 16. A regular employee who may be elected or appointed to an office in the International Brotherhood of Electrical Workers, or Local Union 19 covered by this Agreement, which by election or appointment requires his/her absence from duty with the Company, shall be granted a leave of absence without pay for the term of office but not in excess of three years, and he/she shall continue to accumulate seniority and service throughout such term of office and shall, upon expiration of the leave of absence, be reinstated in accordance with his/her seniority provided he/she is physically qualified.
- 17. A reasonable number of engineers, or other employees with special experience or training, may be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this Agreement nor shall their employment affect the status of other employees covered by this Agreement.

- 18. In cases where employees are granted recall rights, such recall rights shall be for a period of no greater than 24 months from the date of transfer or relocation.
- 19. When the Company permanently changes a bargaining unit employee's primary work location, and this relocation results in a new commute increase of 15 miles or more to the employee's normal commute distance between home and the primary reporting location, the employee will be eligible to receive a one-time mileage reimbursement pursuant to the schedule set forth below. In calculating this mileage, the Company will compare the normal commute distance as measured by the most commonly traveled routes between (i) the employee's current home and new primary work location, and (ii) the employees' current home and old primary work location. Qualifying reimbursement would be made as a one-time, flat rate, up-front payment, and payment would be made as soon as possible after the new location start date. The payment is subject to normal payroll tax withholding. An employee must remain active and in good standing for 90 days after the reimbursement is made under this Section; otherwise, forfeited amounts will be deducted from the individual's last paycheck on a 90-day pro-rata basis. In order to be eligible for this reimbursement, the employee must authorize a repayment agreement in advance of the Company processing the reimbursement. The repayment agreement will include a company provision for recovering legal and outside collection costs associated with any uncollected debt. If the employee chooses to not authorize the repayment agreement in advance of the company processing same, the employee will forfeit any reimbursement.

Flat Rate Mileage Reimbursement Amounts (less applicable withholdings)

Incremental Mileage	Reimbursement Amount*
< 15 miles further	Ineligible
15 to 29.99 miles further	\$2,000
30 to 49.99 miles further	\$2,500
50 miles or greater	\$3,000

^{*}Reimbursement is less applicable taxes

ARTICLE IV – Hours of Work, Overtime, and Holidays

1. The basic work week shall normally consist of four or five regularly scheduled basic workdays within the work week. Normally there shall be two regularly scheduled consecutive days off. Neither of these two days shall be considered as part of the basic work week even though an employee is scheduled to work on either or both of these days. In cases of a four-day work week, at least two of the three scheduled RDO's shall be consecutive. The basic Workday for a full-time regular employee shall consist of eight hours or ten hours of work which shall be consecutive except when time out for a meal is scheduled, but presently established exceptions to the basic Workday of eight hours shall be continued in effect unless changed in accordance with the provisions of this Agreement.

These provisions apply to full-time regular employees.

- 2. For the purpose of timekeeping, a work week shall begin and end at midnight, Friday night.
- 3. For the purpose of timekeeping, the date of which the basic workday is to be allocated shall be the date on which the majority of the basic Workday hours are worked. If the hours of a basic

Workday are evenly divided between two calendar days, the basic workday shall be allocated to the date on which the basic Workday ends.

If, because of the application of this Section, two basic workdays are allocated to the same calendar day, straight time shall be paid for the basic workday hours of both basic Workdays. Overtime shall be allocated to the calendar day on which it is worked, except that all of a period of overtime starting at or after 11:00 p.m. or ending at or before 1:00 a.m. shall be considered to have been worked on the calendar day on which the majority of the overtime is worked, or in case such a period of overtime is divided equally between two calendar days, on the calendar day on which the period ends.

- 4. A premium of \$2.25 per hour shall be paid for the following, but no other hours.
 - (a) If an employee's basic workday begins before 5:30 a.m., or ends after 8:00 p.m., he/she shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of this Article IV.
 - (b) If on an employee's regular days off he/she is required to work as a part of his/her established work schedule and the work period begins before 5:30 a.m., or ends after 8:00 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of this Article IV.
 - (c) If, under the conditions specified above, the premium is to be paid for hours, which are compensated for at an overtime rate, the applicable overtime rate shall also be applied to the \$2.25 per hour premium.
- 5. A regular employee or part-time regular employee who is scheduled to work on Sunday as a basic Workday shall be paid a premium of 50% computed upon the basis of his/her basic hourly rate of pay, for the hours worked during such basic Workday; provided that if any other premium (except shift premium) or overtime rate shall be applicable to such hours, only the highest individual premium or overtime rate so applicable shall be paid. If any regular employee who is scheduled to work on Sunday as a basic Workday works on Sunday during hours which call for the payment of a shift premium under Section 4 of this Article IV, he/she shall be paid both the shift premium for such hours and the Sunday premium herein provided.

For work on Sunday, which is not a part of a basic Workday, no Sunday premium shall be paid, but the appropriate overtime rate, computed upon the basis of the basic hourly rate of pay, shall be paid.

6. "Shift" work is that which regularly operates 24 hours a day, seven days per week including Sundays and holidays. An employee who is assigned to such work shall be designated as a "shift" employee.

"Semi-shift" work is that which regularly operates in varying degree during the day or night, including Sundays and holidays. An employee who is assigned to such work shall be designated as a "semi-shift" employee while so assigned. The number of "semi-shift" employees and the number of such employees assigned to Sunday and holiday work shall be kept to the minimum.

All other work shall be classified as "non-shift" and an employee assigned to such work shall be designated as a "non-shift" employee. A "non-shift" employee shall not have Sunday scheduled as a basic workday:

An employee may be changed from one to another of the above categories upon adequate notice as defined in Section 12 of this Article.

It is recognized that, because of differences in operating requirements, some job classifications may cover more than one of the types of work listed above.

- 7. Where it is applicable, and within the limits of reasonable operating procedures, days off shall be rotated. Schedules of such rotation shall be posted as far in advance as is practicable. If a schedule is unsatisfactory, it will be brought to the attention of the Company and a change will be made, if possible, within the limits of reasonable operating procedures.
- 8. Upon written request of the Union (physical), the Company will establish a rotating or fixed schedule in any specified work group, which has more than one schedule of working hours per day.
- 9. To facilitate the rotation of shifts and the rotation of days off, a change in shift may be made with only eight hours off between leaving one shift and returning to the next shift. Such changes shall not result in overtime pay if they are made in accordance with an established schedule.
- 10. With the consent of their immediate supervisor, employees shall have the privilege of exchanging shifts within the same work week, by individual arrangement, provided the change can be accomplished without additional cost to the Company.
- 11. Flex/Split Schedules Call Center Only If mutually agreed between company and employee, a split shift of non-consecutive hours (8 hours in a row) is permissible. Employees cannot be forced to accept a split shift; however, if accepted, such split shifts will go into effect and be for a minimum of 3 months. If multiple employees have interest, available split shifts will be filled by seniority. If mutually agreed, an employee may change a scheduled shift with less than 48-hour notice.
- 12. Presently established daily working hours of the basic work week will be continued in effect unless changed in accordance with the provisions of this Article.
 - (a) In case of a change in the basic workdays of an employee's basic work week, notice of at least 48 hours will be given prior to the change. If not given this notice, the employee will be paid at the overtime rate on the first day of the new schedule.
 - (b) In case of a change in the daily working hours of the basic workday, notice of at least 48 hours will be given prior to the change. If not given this notice, the employee will be paid at the overtime rate on the first basic Workday of the new schedule for those hours worked outside of his/her previously scheduled hours. (NOTE: This provision will also apply if a change in working hours is scheduled for less than three days within a basic work week without notice to the employee prior to the start of that basic work week.)
 - (c) 48 hours' notice will be considered to have been given if the employee is notified of the proposed change before being released from duty on the second day preceding the change.
 - (d) The provisions of this Section will not apply when a shift change is made for attendance at training schools.

- 13. Overtime shall be paid at the rate of time and one-half for all hours an employee works in excess of his/her normal workday (e.g., for hours worked over 8 hours on any day when the employee is normally scheduled to work 8 hours; for hours worked over 10 hours on any day when the employee is normally scheduled to work 10 hours); and for hours worked over 40 hours in a basic work week, however, overtime shall not be paid more than once for the same hours worked. Exceptions to the foregoing:
 - (a) On holidays, time shall be paid for in accordance with the provisions of Section 24 of this Article.
 - (b) If the employee works overtime which has been allocated to the calendar day of his/her first regular day off, double time shall be paid for all overtime hours which are allocated to the calendar day of the employee's second regular day off in a week (as defined in Section 2 of Article IV).

An employee working a four (4) day basic schedule will be eligible for double time if the employee works overtime allocated to the third regular day off. The eligibility for double time exists if the employee has worked overtime allocated to both his/her first and second regular day off

- (c) Employee hours reported on disability and/or workers compensation are excluded from the 40 paid hours of the basic work week.
- (d) Employees called back for work. (See Article IV, Section 18).

Overtime shall be computed to the nearest one-half hour.

- 14. An employee shall not be required to take time off during basic workdays in place of overtime worked or to be worked. However, this shall not prevent changes in scheduled working hours or Workdays in accordance with the provisions of Section 12 of this Article.
- 15. An employee who has worked (a) more than 16 hours continuously, or (b) at least six hours of overtime in the 12-hour period immediately preceding his/her basic workday will, upon release, be entitled to an eight (8)-hour rest period before returning to work. If a rest period, under the provisions of this section, extends into a basic workday, the employee will lose no time thereby. If the employee's required worktime under this provision extends into his/her next basic workday, the employee will be paid a premium of ½ his/her regular rate of pay for those hours until released for the rest period.
- 16. An employee ordered to remain at a specified location, awaiting a call for emergency work outside scheduled working hours, shall be paid at the applicable rate until released.
- 17. As far as practicable, overtime shall be distributed equally among employees in each work group or job classification, taking into account the qualifications required and the availability of the employees. Lists of overtime accumulated for the calendar year will be posted monthly on bulletin boards. These lists shall show the equivalent number of straight time hours paid for.
- 18. (a) An employee called back, (with or without previous notice) for work at any time outside of his/her regular work schedule shall be paid a minimum of four hours straight time pay. If pay for the time worked at the applicable overtime rate exceeds two hours straight time pay, the employee should be paid at the applicable overtime rate for the hours worked and in addition

will be paid a call-back allowance of two hours at straight time. In no event shall overtime pay for the call-out plus the call-back allowance exceed the equivalent of eight hours at the applicable overtime rate.

If an employee is called back more than once between two consecutive scheduled work periods, his/her pay and call-back allowance for such intermittent work shall not be more than what would have been received had the employee worked continuously from the starting time of the first call-back until the quitting time of the last callback.

The time reporting on the call-back for an employee who operates a company-owned vehicle shall begin when the employee leaves his/her residence and shall end when he/she returns home.

An employee shall not be considered to be called back when working overtime which, without interruption except time out for a meal, immediately precedes or follows a regular work period.

This section shall not apply to overtime work which is a part of established work schedules.

(b) Employees who are on dedicated standby shall always carry and respond to an activated pager or cell phone at all times outside of their regularly scheduled working hours in order to respond to emergency calls. Employees will receive \$50 per day that they are assigned to designated standby and \$75 for each Company holiday that they are assigned to designated standby. If an employee who is on dedicated standby does not respond to or accept the call out, the employee will be subject to discipline and will forfeit that day's designated standby pay (either \$50 or \$75, as applicable).

At the Company's discretion, dedicated standby assignments will either be filled on a voluntary basis (in the same manner as overtime is assigned) or on a rotational basis by job classification (in the same manner that shifts are rotated).

The Company reserves the right to determine the number of employees that will be on dedicated standby, and the areas assigned. In addition to any predetermined shift crews, the Company will maintain a minimum of four Field Operations delivery crews on dedicated standby outside of any normal shift schedules.

The Company will notify employees of their dedicated standby assignment at least one (1) week prior to the beginning of that assignment, except in cases of emergency. Dedicated standby assignments will generally be for (7) days but may be for longer or shorter periods of time, according to business need.

Employees may switch their dedicated standby assignment with other employees in the same job classification and the same location, as long as the employees provide at least 48-hours-notice to their supervisor, and the supervisor approves.

Employees who are on approved vacation or other approved leave will not be eligible for dedicated standby. If an employee who is assigned to dedicated standby becomes unavailable as a result of an excused absence, the Company will determine how to fill that dedicated standby assignment. The Company reserves the right to contact employees on the dedicated standby list prior to following the standard overtime call out procedures.

19. When an employee reports for work at his/her regular daily starting time in accordance with his/her then existing regular work schedule for basic Workdays, and in condition to perform his/her work, the employee will be provided with work in his/her job classification, or other work, during the hours of his/her work schedule for that day. Similarly, when an employee

reports for scheduled overtime work on other than his/her basic workdays and in condition to perform his/her work and if such work is not available, the employee will be paid a minimum of four hours at straight time. All this shall not serve to modify the rights recognized to be in the Company as provided in Section 1 of Article II.

20. Employees required to report for work at a Company reporting center shall travel from that reporting center to their work locations on Company time. If such employees are required to provide their own transportation from the reporting center to their work location, they will be reimbursed for the cost of such transportation.

Employees required to report directly to a work location other than their regular reporting center but within their regular work area shall travel to such work location on their own time and at their own expense. The definition of "regular work area" is that area covered for emergency or scheduled overtime by employees assigned to a specific reporting center (i.e. a Schaumburg employee would report to a job site at his/her own expense as long as that job site is in an area normally served by Schaumburg employees for emergency response and/or scheduled overtime). An employee asked to report to a work location within that area would not be eligible for either mileage reimbursement or compensation for travel time.

Employees required to report directly to a work location outside their regular work area are eligible for travel time and mileage reimbursement if the work location is farther from the employee's residence than his/her regular reporting center.

- 21. During the regularly scheduled working day there shall be a regularly scheduled meal period not exceeding one hour, except for employees whose work requires them to be on duty eight hours consecutively, in which case they shall eat at their work locations.
- 22. When, on a basic Workday, an employee is required by the Company to delay his/her regularly scheduled meal period for more than two hours from the end of the meal period, the employee shall be paid a premium equal to one-half his/her straight time rate from the end of his/her regularly scheduled meal period until permitted to eat.
- 23. (a) An employee who is required to work overtime shall be eligible for a meal money allowance:
 - 1. After working three hours immediately preceding or three hours immediately following a basic workday when the basic work schedule is an eight-hour day and two hours immediately preceding or two hours immediately following a basic Workday when the basic work schedule is a ten-hour day. (Overtime shall be considered to be immediately preceding or following a basic workday even though the employee has time out for a meal); or
 - 2. After working ten hours on a regular day off or on a holiday when the employee was given at least eight hours' advance notice that he/she was to work overtime on that day. The employee will not be eligible if the time worked is eight hours but less than ten hours. An employee working less than eight hours of such overtime shall be covered by Paragraph (a) 3 of this Section; or
 - 3. If the overtime does not come under the provisions of Paragraph (1) or (2) above, but the time worked is two continuous hours or more and extends through, or is recorded as ending at 12:30 a.m., 6:30 a.m., 12:30 p.m., or 6:30 p.m.

- (b) If the overtime continues, an employee shall be eligible for another meal money allowance at the end of each subsequent five hours of overtime worked after the employee is eligible for his first meal money allowance.
- (c) If an employee is eligible for a meal money allowance and can be released to eat, he/she shall be given an allowance of \$10.00 and shall eat on Company time (\$11.00, effective January 1, 2021). Such meal shall be paid for by the employee. The meal period will be of no more than 45 minutes in duration. If unable to be released from the job, the Company will give the employee a meal money allowance of \$10.00 (\$11.00, effective January 1, 2021). When requested, food will be brought to the job, shall be paid for by the employee and shall be eaten on Company time.
- (d) The provisions of this Section shall not apply when the Company and the Union agree to overtime in connection with basic Workdays in place of the employees working overtime on regular days off.
- 24. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and either Martin Luther King, Jr. Day or Good Friday, provided that Good Friday will be recognized as a holiday for all employees in 2020. By October 31 of each year, beginning in 2020, each employee must inform the company whether the employee will take Good Friday or Martin Luther King, Jr. Day as a holiday the following year. Martin Luther King, Jr. Day will be the default for any employee who does not inform the company of a choice by October 31, including any employees hired after October 31.

The Christmas Eve holiday will be celebrated on December 23rd in the calendar years when Christmas Day falls on either a Saturday or a Sunday and December 26th when Christmas Day falls on a Monday.

Whenever one of these holidays falls on Sunday, it shall be observed on the following Monday. When one of these holidays falls on a Saturday, it shall be observed as follows:

- (a) On the preceding day, Friday, for employees for whom the Saturday upon which the holiday occurs is a regular day off; and
- (b) On the Saturday on which the holiday occurs for employees for whom such Saturday is a basic workday.

In addition, employees may schedule three "floating" holidays during each calendar year and a fourth floating holiday during each U.S. Presidential Election year.

The provisions of this Section shall apply on the day observed by each employee rather than on the actual holiday and shall not affect the Company's right to reschedule an employee's basic work week.

When a holiday is observed on an employee's basic workday, he/she may be given the day off and shall be paid at his/her basic hourly rate of pay.

However, when an employee works on a holiday which is observed on one of his/her basic Workdays, the employee shall be paid at his/her basic hourly rate of pay for the day and in

addition, shall be paid on the following basis for any hours, which in accordance with the provisions of Section 3 of this Article, are allocated to the holiday:

- (i) Time and one-half for any hours worked during his/her regular schedule for that basic Workday.
- (ii) Double time for any hours worked outside of his/her regular schedule for that basic Workday.

When a holiday is observed on an employee's regular day off (Monday to Friday inclusive), and the employee does not work, he/she shall be paid a day's pay at his/her basic hourly rate of pay, but if the employee works, he/she shall be paid in addition at the rate of time and one-half for the first eight hours worked and double time thereafter for time worked which was allocated to the holiday.

All provisions of these sections will apply to "floating holidays" as well as the fixed scheduled holidays.

ARTICLE V – Working Conditions

- 1. The Company will continue its present policy of cooperating with its employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment, and changes will be discussed with representatives of the Union prior to being put into effect. Employees will comply with established safety and health rules and provisions. Such rules and provisions shall apply uniformly to all employees affected.
- 2. In the interest of safety, at the request of the employee involved, an employee may be accompanied by his/her Steward when called before a formal committee making an investigation of an accident. This shall not apply to inquiries made at the scene of an accident.
- 3. Regular employees shall not be required to do their work outdoors during periods of continuous significant rain or snow and exceptionally cold weather, except in cases of emergencies or in the performance of essential duties.
- 4. The Company will furnish such tools, safety devices and other equipment as are presently being furnished. The Company will furnish such tools, safety devices, or other equipment for the sole use of an individual employee when it determines that this is required for protection of health, and the use of such equipment by the employee is not of limited or occasional character. Employees furnished tools, safety devices and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.
- 5. When the Company requires an employee to be away from home overnight or longer, the Company shall provide necessary lodging and meals, and, if necessary, will advance the money therefore, and shall furnish his/her round-trip transportation plus travel time to and from his/her headquarters. The employee shall have the opportunity to return to his/her headquarters on days off and holidays not worked on the above basis.

- 6. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.
- 7. Supervisors shall not do work of employees included in the bargaining unit except in emergencies. However, supervisors may assist employees, or substitute for such employees during temporary absences or inability for other reasons to perform their work, so long as such substitution will not deprive qualified employees of employment.
- 8. The Nicor Gas hourly office environment has a business casual dress policy for hourly employees which defines attire and grooming standards that allow employees to feel comfortable while maintaining a neat and professional appearance.

Examples of appropriate articles of clothing include:

- Khaki or dark-colored trousers or skirts.
- Company/IBEW issued t-shirts.
- Plain or non-company/IBEW logoed t-shirts are acceptable when layered under appropriate attire and the logo is covered by the outer layer.
- Plain, Company/IBEW issued or non-company/IBEW issued sweatshirts with logos or lettering no larger than 3 inches in size.
- Polo-style, collared shirts.
- Cotton (including denim), long or short-sleeved, collared shirts.
- Leather shoes such as loafers.
- Athletic shoes must be solid color and neat in appearance with no obvious wear, fading, rips, tears, or extreme style elements.
- Dressy sandals, open toe or otherwise.
- Dressy denim jacket.
- Leggings and/or lycra/spandex clothing worn under an appropriate dress length garment.
- Denim pants of any kind of color. Jeans, of any color, must be neat in appearance with no obvious wear, fading, rips, tears or extreme colors or style elements.
- Appropriate business attire is required when representing the company to others, or meeting with clients.

Examples of inappropriate articles of clothing that may not be worn at the workplace include:

- Shorts
- Flip-flops
- Articles of clothing that display wording, political statements or symbols that may be controversial or offensive by anyone in the workplace.
- Caps or baseball hats.
- Undergarments that are not hidden by outerwear.
- 9. Employees who are required to wear approved safety shoes as part of the OSHA regulations will receive a \$125.00 safety shoe allowance each year (which may not be rolled over). The company's current program requires employees to use Tyndale to purchase their shoes or receive their reimbursement, but the company may make reasonable modifications to the manner in which it furnishes and administers the required shoe allowance, so long as the direct purchase and reimbursement features along with the amount of the allowance remains the same. Meter

Readers will be reimbursed up to \$50.00 no more than twice per calendar year for the purchase of Company approved over-the-ankle-footwear.

10. Company Uniforms - This Section applies to the job classifications and/or departments listed in Group A and Group B below.

Group A

Field Operations (Physical) System Operations (Physical) Construction Operations (Physical) Asset Protection (Physical) Transmission (Physical) Field Collectors (Clerical)

Group B

Service Representatives (Clerical) Inventory Management (Physical) Meter Shop (Physical) Facilities (Physical)

All employees in Group A and Group B will be required to wear Company uniforms. For incumbent employees in Group A, the Company will provide a startup clothing credit of \$700 for 2017 and a credit of \$500 in each subsequent calendar year during the term of this Agreement. For incumbent employees in Group B, the Company will provide a startup clothing credit of \$300 for 2017 and a credit of \$200 in each subsequent calendar year during the term of this Agreement. For new hires, the startup clothing credit will be provided in the year of hire and the ongoing, lower credit will be provided in each subsequent year. The clothing credit will be issued around June 1 annually, except that employees hired after the 2017 clothing credit is issued will receive their startup credit on the date of hire. The clothing credit will be accessible for 120 days from the date it is issued. Any unused credit is not carried over or paid out to employees. If employees fail to use the clothing credit within this 120-day time period, they shall be responsible for purchasing their uniform (s) personally. The clothing credit for new employees will be accessible for 30 days from the date of hire.

Except in extraordinary circumstances approved by the employee's supervisor, employees are solely responsible for the care, maintenance, and laundering of the Company uniform and uniform components. Uniforms must be kept clean and neat in appearance.

Employees are personally responsible for replacing any lost, stolen, or damaged uniforms, including purchasing uniform components personally, if no available clothing credits remain.

Any employee whose employment terminates during the probationary period will return any uniform components purchased with the clothing credit to the Company immediately upon separation.

The Company retains the right to establish, maintain and make reasonable modifications to a uniform policy, which shall govern standards for wearing uniforms and other apparel, personal grooming, and the color and general style of footwear, provided that modifications to the uniform policy will not result in additional cost to employees.

11. As part of the ongoing effort to continue to enhance employee safety in Storage operations, Storage & Peaking Operations has expanded the Nicor Gas Storage Operations PPE program by requiring the wearing of Flame Resistant (FR) garments while working in all Nicor Gas Storage facilities and other pertinent facilities within the responsibility. FR garments will be part of the PPE requirement for Storage employees on a full-time basis.

In addition to the PPE required per the Nicor Safety Manual, as modified by the Company from time to time, the following approved PPE is required to be worn when performing or conducting work at or around Nicor Gas Storage facilities:

- High Visibility Safety Vest (FR)
- High Visibility Outer Layer
- Approved Flame-Resistant Garments

Flame Resistant garments worn at the facilities described above must meet the minimum requirements outlined in NFPA 2112. These requirements will be followed as the outermost layer of clothing being worn.

Storage employees will no longer be part of Group A nor Group B for uniform allocation. For all Storage employees, the Company will provide a startup FR personal protective equipment clothing allotment of \$2800 in 2020. Moving forward, every Storage employee will receive \$900 each year of the duration of the agreement as the FR personal protective equipment allocation. Employees will order their PPE garments directly through the vendor of the Company's choosing (currently Tyndale) and ordering will take place per the same schedule as general company uniform ordering unless mutually agreed to by the company and the union. Any new employee that enters Storage, during the duration of the agreement, will be provided the allotments per the terms described above. Any unused credit is not carried over or paid out to employees.

ARTICLE VI – Vacations / Leave of Absence

The sections of this Article pertaining to vacations will become effective March 1, 2009.

- 1. In each calendar year, all regular employees who are on the payroll and under the normal retirement age shall begin to earn vacation in accordance with the provisions of this Article.
- 2. Vacations will be granted as follows:
 - (a) Regular Vacation During the first calendar year of employment, an employee will begin to earn regular vacation as of the first day of employment up to a maximum of eighty (80) hours. Vacation may not be used by the employee until they successfully complete their probationary period. Thereafter, the employee will be allowed a regular vacation of eighty (80) hours in each calendar year.
 - (b) Extra Vacation A regular employee will begin to earn extra vacation in the calendar year in which he/she begins their sixth year of service. Regular and extra vacation for which an employee is eligible is contained in the table outlined below.

(c) Total Vacation - In no case shall an employee's total earned vacation, regular and extra, exceed 240 hours except in a year in which deferred vacation, provided for in Section 11 of this Article, has been elected from the previous year.

Regular and extra vacation will be as follows:

Calendar Year in Which Employee Completes the Following Years of Service	Regu	lar	Hours of Vacation Extra	Total
0 to 1	Max	80		
1 to 5 inclusive		80		80
6		80	32	112
7 to 13 inclusive		80	40	120
14		80	48	128
15		80	56	136
16		80	64	144
17		80	72	152
18		80	80	160
19		80	96	176
20		80	104	184
21		80	112	192
22 to 25 inclusive		80	120	200
26		80	128	208
27 to 29 inclusive		80	136	216
30 and over		80	160	240

- 3. In case a holiday is observed on any day during a full week of an employee's regular vacation, an additional day off with pay shall be allowed for each such holiday. The provisions of Section 24 of Article IV shall apply to all other holidays observed while an employee is on vacation.
- 4. Regular and extra vacations must be completed during the calendar year in which they are due unless deferred in accordance with Section 13 of this Article.
- 5. Employees will be paid at their basic hourly rate of pay for their scheduled basic Workdays during their vacation.
- 6. Provided the conditions of work are such that the employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the regular and extra vacation shall be selected, in each work group, in accordance with service except that:
 - (a) no extra vacation may be scheduled which would interfere with any employee's choice of regular vacation, and
 - (b) the selection of a full week of vacation will take precedence over less than a full week.
 - (c) Scheduling of ½ day vacation will not take precedence over full day vacation scheduling.
 - (d) Floating holidays will be scheduled for the year along with employees' extra vacation and under the same rules as govern the scheduling of extra vacation days.

- (e) Floating holidays must be used during the calendar year.
- (f) Employees scheduling a full week of vacation will not be scheduled to work the weekend before and the weekend after.

Deferred vacation, as provided in Section 14 of this Article, shall not interfere with an employee's choice of regular or extra vacation. Advance notice of vacation schedules will be posted on appropriate bulletin boards.

- 7. For vacation purposes, a calendar week shall normally begin and end at midnight, Friday night.
- 8. An employee's eligibility for earned vacation shall not be affected by a prolonged absence while they are on Short Term Disability. However, employees will not earn vacation while on Long Term Disability.

Only an employee on the active payroll may be given a vacation.

No extra time will be allowed because of illness during vacation.

- 9. Full day vacations of either eight (8) or ten (10) hours (depending on the work schedule), shall be counted as vacation time unless the employee has less than eight (8) or ten (10) hours remaining on the schedule. If that is the case, then all the remaining hours must be used in a one-day period.
- 10. Half day vacations will be four (4) hours for employees on an eight (8) hour regular schedule and five (5) hours for employees on a ten (10) hour regular schedule. Part-time employees may schedule vacation equal to 50% of their scheduled shift.
- 11. Exceptions to Article VI, Section 9 and Section 10 are as follows: For purposes of approved Family Medical Leave Absences, vacation will be used in increments as small as a half hour.
- 12. Employees will be covered by the same Southern Company Gas maternity leave, parental leave, adoption leave, and adoption reimbursement policies as Nicor Gas employees not covered by the collective bargaining agreement, provided that the Company shall retain the right to modify these policies.
- 13. Regular employees and part-time regular employees who are retiring will be granted the full vacation for which they have earned before they are added to the Pension Plan payroll. However, retiring employees may elect to receive a vacation allowance for unused earned vacation days for which they were eligible during the calendar year of retirement.

Regular employees and part-time regular employees eligible for a vacation with pay and whose employment is terminated before using the entire vacation they have earned during the current calendar year shall receive a vacation allowance equal to their basic hourly rate for the number of days for which they are eligible in excess of the number of days of vacation they have already taken during the current calendar year. Employees who terminate employment for any reason and have used more vacation hours than earned will be required to repay the company for the difference at their then current rate of pay. Employees who terminate or are terminated from the company during their probationary period are not eligible for payment.

In the event of termination by death, such vacation allowance shall be paid to the beneficiary of the deceased employee's life insurance policy.

- 14. Any unused earned hours, up to forty (40) hours in either eight (8) or ten (10) hour increments will automatically roll over from one calendar year to the next and may be used without restrictions, except that deferred vacation shall not interfere with an employee's choice of regular or extra vacation. Earned and unused vacation hours (up to forty (40) will automatically roll over to the following year. Employees on leave for Short Term Disability or Workers Compensation at the end of the year will not be allowed to defer vacation.
- 15. Employees will be covered by the same Southern Company Gas bereavement leave policy as similarly situated Nicor Gas employees who are not covered by the collective bargaining agreement. Provided that the company shall retain the right to modify the policy, so long as such modification also applies to such non-bargaining unit employees.
- 16. A regular employee and part-time regular employee will be paid at his/her basic hourly rate of pay while performing jury service, during his/her basic work week but such pay shall not be allowed more than once in two consecutive calendar years. All fees received for jury service will be retained by the employee.
 - While on jury service, an employee shall be assigned to work on the day shift from Monday to Friday, inclusive, and shall be at work during such working hours when not on jury duty.
- 17. A regular employee or part-time regular employee performing court service, other than jury, under summons or subpoena will, upon notice to the Company, be paid at his/her basic hourly rate of pay for only the first day of such absence which occurs in his/her basic work week and will retain all court fees. Employees who respond to court service as a result of their outside employment will not be paid.
- 18. If a regular employee or part-time regular employee, upon notice to the Company, is absent during his/her basic work week to serve as Judge or Clerk in a public election, under the jurisdiction of election officials, the employee will be paid the difference between his/her basic hourly rate of pay for that day and election pay, provided the former is the larger, and will retain all fees received.
- 19. A regular employee and part-time regular employee may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice to the Company, provided the conditions of work are such that the employee's services can be spared. During these leaves of absence seniority shall accumulate. If an employee overstays such leave or accepts employment elsewhere during such leave without consent of the Company, he/she shall be considered to have resigned.
- 20. Employees who are elected by their Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notices to the Company, be granted leaves of absence without pay for sufficient time for this purpose.
- 21. Sick Leave The Union and the Company expressly waive the requirements of the Cook County and City of Chicago Earned Sick Leave Ordinances and any future amendments or revisions. This waiver shall survive the expiration of the collective bargaining agreement and continue in effect until such waiver is expressly terminated by a written agreement of the parties.

- (a) Effective January 1, 2018, employees are covered by the same Southern Company Gas sick leave policy as similarly situated Nicor Gas employees who are not covered by the collective bargaining agreement, provided that the Company shall retain the right to modify the policy, so long as such modification also applies to such non-bargaining unit employees.
- (b) Employees who call in sick (including sick, whether paid or unpaid) and are not at work on their regularly scheduled workday on the day before or the day after a paid company holiday will not receive holiday pay. For each employee, this provision will apply either to MLK Day or to Good Friday (whichever one applies to that employee), but not both. Sick time balances (regardless whether they are regular or rolled over) are not eligible for payment in the event of separation of employment, retirement or resignation.
- (c) Once an employee exhausts his or her sick time benefit, the next unplanned and unapproved absence will be unpaid, considered excessive, and will be addressed through the Progressive Disciplinary Process. Employees who fail to properly notify the Company of an unplanned and unapproved absence are also subject to the Progressive Discipline Process. The Company will consider all facts and circumstances surrounding an unplanned and unapproved absence, which may include the employee's overall attendance and performance records, reasons for being absent, and prospect for future improvement.
- (d) No Call No Show Employees who are absent for two (2) consecutive shifts and fail to notify the Company shall be considered to have abandoned their job and will be subject to separation of employment.
- (e) Unless required by law, medical appointments scheduled during working hours will be unpaid, unless the employee requests to use available paid time off and such paid time off is approved, consistent with applicable paid time off procedures.

ARTICLE VII – Wages

- 1. The wage rates for the period of this Agreement shall, subject to the provisions of Article IX, be those set forth in Exhibit A. (physical and clerical)
- 2. In all cases in which the scheduled maximum provided for in a given job classification in the attached Exhibit A is lower than the present rate of pay of an individual in that job classification, there shall be no reduction in the pay of the individual because of the adoption of the pay schedule.
- 3. When qualified employees are temporarily assigned to and work in a job classification which is higher than their regular job classification, they shall be paid for that day at the minimum rate for the higher job classification, or at a rate based upon their present rate plus \$.96 per day, whichever is greater. However, no adjustment will be made that would result in a rate higher than the schedule maximum of the job classification to which they are assigned.

When qualified employees are temporarily assigned to and work in a management job classification, they shall be paid for that day at a rate based upon their present rate plus \$2.00 per day. Once the employee takes the management upgrade for the day, the employee is no longer eligible to perform bargaining unit work for that day.

Assignments of four hours or more in an eight (8) hour day and five (5) hours or more in a ten (10) hour day shall be considered a full day under this Section. No payment will be made for such temporary assignments if they amount to less than four hours in an eight-hour day or five hours in a ten-hour day.

The four (4) or five (5) hour requirement for upgrade eligibility will not apply to employees "called out" to perform work in a higher job classification and does not apply to Clerical Call Center employees. Clerical Call Center employees will receive upgrade pay for each hour of upgrade work performed up to five (5) hours and will receive a full day of upgrade pay once they perform at least six (6) hours of upgrade pay in a day.

Employees who have accepted a promotion and have been released to begin their formal training period will not be eligible for upgrade pay at any time during their training period or prior to their successful certification to the higher job classification. Employees assigned by the Company to lead a crew or to be a lead person, remain eligible for upgrade under this Article.

- 4. An employee returning from a military leave of absence who is re-employed in his/her former job classification, or a job classification which is not higher than his/her former job classification, shall receive the rate of pay provided for in the then existing time steps of the job classification, taking into account the time credit which had accrued when he/she left for military service plus the period of his/her absence because of military service.
- 5. If a regular employee or part-time regular employee becomes disabled and is unable to perform his/her regular work to advantage, the Company will attempt to place the employee on work within the employee's capabilities. In such cases, if the employee is placed in a job classification with a lower maximum hourly rate, the following conditions will apply:
 - (a) The hourly rate of the employee who is 55 or more years of age at the time of the transfer to the lower job classification will be frozen. The employee will not receive general wage increases until the maximum rate of the job the employee is performing is equal to the employee's frozen hourly rate of pay.
 - (b) The hourly rate of pay of an employee who is less than 55 years of age will be reduced by \$1.50 per hour immediately after the date of the transfer to the lower job classification. On the first anniversary date following the transfer and on every succeeding anniversary date the employee's hourly rate will be reduced by \$1.50 per hour. This reduction will continue until the hourly rate of the employee is equal to the maximum hourly rate of the job the employee is performing. During this period, the employee will not be eligible to receive general wage increases.
 - (c) When the employee does become eligible to receive a general wage increase, it will be based on the job being performed at the time the increase is applied.
- 6. New hires into the physical bargaining unit will be paid 85% of the minimum rate of the job classification until successful completion of the probationary period.
- 7. New employees will not be paid for any absences (other than worker's compensation) during their probationary period.
- 8. The company will maintain the maximum wage pay differential for employees in the Call Center Specialist classification hired after April 2000 and the Level 3 position at .17 cents per hour.

9. Employees accepting promotions will receive an increase to the minimum rate of the promotional job classification when they pass any required certification test(s).

ARTICLE VIII – Stewards / Grievances / Arbitration

1. There shall be a reasonable number of Stewards, not to exceed 55 for all employees covered by this Agreement, who shall be selected by the Local Union they represent. Each Steward shall be assigned to a specific work group or work groups and in general the jurisdiction of one Steward shall not overlap that of any other Steward. The Union shall furnish the Company with a list of the names of the Stewards and the work groups they represent.

The number of Stewards specified may be exceeded by mutual agreement.

2. Business Representatives shall be selected by the Local Union they represent. The Union shall furnish the Company with a list of the names of the employees selected as Business Representatives.

The number of Business Representatives specified may be exceeded by mutual agreement.

- 3. Only regular employees of the Company, employed in the respective work groups they represent, shall be designated as Stewards and Business Representatives.
- 4. It shall be one of the duties of the Stewards and Business Representatives to attempt to adjust disputes or differences referred to them by any of the employees they have been designated to represent.
- 5. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of the employee during such hours, the dispute or difference shall be settled through the grievance procedure, provided that no grievance will be considered which is more than 15 calendar days old. A dispute as to whether a particular disagreement is a proper subject for the grievance procedure shall itself be treated as a grievance.

The steps in the grievance procedure are:

Step 1 -- The dispute or difference shall be presented orally by the employee concerned and discussed with his/her immediate supervisor. The Steward may accompany the employee, if the employee so requests.

Step 2 -- If the dispute or difference is not adjusted in Step 1, it shall be reduced to writing and discussed by the Steward with the Manager or Regional Director of the Department, as the case may be. The Steward may be accompanied by the Business Representative having jurisdiction. The number of Company representatives may equal, but shall not exceed, the number of Union representatives present at the Step 2 discussion. The appropriate Company representative specified above shall give his/her written answer within 15 calendar days after the dispute or difference is presented.

Step 3 -- If the dispute or difference is not adjusted in Step 2, it will be discussed by the President/Business Manager/Financial Secretary of the Union and the appropriate Company official. The President of the Union shall be accompanied by the Steward involved and the appropriate Business Representative for the Department in which the employee works. The appropriate Company official may be accompanied by additional Company representatives equal to the number of Union representatives accompanying the President of the Union as set forth above. The appropriate Company official shall give his/her written answer within 15 calendar days after the dispute or difference is presented in Step 3.

Step 4 -- If the dispute or difference is not adjusted in Step 3, it shall be referred by the President of the Union to the Managing Director of Labor Relations. The dispute or difference shall then be discussed within 30 calendar days by a committee composed as follows:

The Representatives of the Union

President/Business Manager Senior Assistant Business Manager Appropriate Steward and Business Representatives

The Representatives of the Company

Director of Labor Relations Manager of Labor Relations Director, Managing Director or Vice President of the Business Unit affected

In the absence of the above specified Company representative, any principal officer may serve on this committee. Additional Company representatives, equal in number to the Union representatives set forth immediately above.

The Managing Director of Labor Relations shall give written answer within 15 calendar days after the 4th Step discussion.

Step 5 -- If the dispute or difference is not satisfactorily settled in Step 4, it may be referred, at the written request of either party, to an impartial arbitrator who shall be selected by mutual consent of the Company and the Union as soon as practicable after receipt of the request for arbitration. If the parties do not agree upon the selection of an arbitrator within 15 calendar days after receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to furnish a list of five arbitrators. The party requesting arbitration shall first strike the names of two persons from the list, and the other party shall then strike two names. The remaining name shall be the Arbitrator. The party demanding arbitration shall make its strikes from the arbitrator panel (or choose to reject the panel, if applicable) within 15 calendar days after receipt of the panel from FMCS. Failure to meet this deadline shall permit the other party to select its preferred arbitrator from the full panel. The Company and the Union will have the right to reject one panel for each grievance scheduled for Arbitration. The award of the Arbitrator shall be final and binding upon both parties and upon the employees or employee involved. The arbitration hearing will be transcribed by a qualified stenographer. The fees and expenses of the Arbitrator, the stenographer, and any other expenses agreed to by the parties prior to the arbitration, shall be shared equally by the Company and the Union. The Arbitrator shall have power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement, and shall rule only on the issues submitted to him in writing for arbitration. The Arbitrator shall have power only to interpret this Agreement and shall not have power to alter or amend it.

For purposes of identifying the disciplinary treatment of comparable situations during the grievance and arbitration process, the Company and the Union agree to reference only situations arising during the life of this 2020-2023 agreement.

- 6. The time specified for each Step in the grievance procedure may be extended by mutual agreement.
- 7. Where provision is made in this Article for a Steward to represent the Union at Steps 1, 2, 3 or 4 in the grievance procedure, in the event of the Steward's absence or inability to serve, the President of the Union may appoint any other Steward or Business Representative of the Union as an alternate. The Company shall be notified of such appointments.

Where provision is made in this Article for a Business Representative to represent the Union at Steps 2, 3, or 4 in the grievance procedure, in the event of the Business Representatives absence or inability to serve, the President of the Union may appoint any other Business Representative or elected Officer of the Union as an alternate. The Company shall be notified of such appointments.

Where provision is made in this Article for the President of the Union to represent the Union at Steps 3 or 4 in the grievance procedure, in the event of the President's absence or inability to serve, the Senior Assistant Business Manager of the Union shall take his/her place.

- 8. At each Step above Step 1 in the grievance procedure the answer given by the Company shall be in writing. In case the Union is not satisfied with the Company's reply, it shall present a written request for further consideration to the Company's representative specified at the next higher step. The time allowed at each step will begin with the date of receipt of this request. If the Union does not carry the grievance to the next higher step within 15 calendar days after the Company has rendered its decision at any step, the grievance shall be considered settled and not subject to further discussion.
- 9. A grievance relating to disciplinary suspension or demotion, or discharge for cause, shall be originated at Step 3 in the grievance procedure within five calendar days after the disciplinary action is taken. If the grievance is upheld, the employee's record shall be cleared of any disciplinary action and the employee shall be reimbursed for any wages lost as a result of the disciplinary action originally taken.
- 10. Where practicable, notification of the Union President or Steward shall be given prior to any disciplinary action resulting in loss of pay or a written record in the employee's file. A copy of such written record shall be given to the Union.
- 11. In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the raising of the question or questions in dispute until a settlement is reached through the grievance or arbitration procedure provided in this Article.
- 12. Pay at their basic hourly rate will be allowed regular employees who are officially designated Union representatives, or their alternates, as provided for in this Article, for the basic Workdays of their basic work week while engaged in the following steps of the grievance procedure:

Stewards Steps 1, 2, 3 and 4 Business Representatives Steps 2, 3, and 4

ARTICLE IX – Period of Agreement

- 1. This Agreement when signed by the proper officials of the Company and the Union and approved by the President of the Brotherhood shall become effective as of March 1, 2020, except as otherwise expressly provided.
- 2. The term of this Agreement shall be from March 1, 2020 through February 28, 2023, and shall be considered renewed from term to term of one year after February 28, 2023, unless a written notice of desire to amend or terminate this Agreement is given by either party to other at least sixty (60) days prior to the expiration of the term of this Agreement or any annual renewal period. In event such written notice expresses a desire to amend the current Agreement, the substance of the amendments proposed shall be set forth in writing and accompany the notice of desire to amend.
- 3. The parties agree to commence negotiations on any proposed amendments not less than forty (40) days prior to the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current Agreement, then the term of that current Agreement shall automatically be extended so long as negotiations are in progress; however, either party may terminate the current Agreement after its expiration date on thirty (30) days' prior written notice to the other party.
- 4. The Company and the Union agree that they will be parties to certain supplemental agreements and memoranda of agreement not specifically provided for in this Agreement. Where such agreements provide for a fixed term, they shall be in effect for the term therein specified; where they do not provide for a fixed term, they shall remain in effect for the duration of this Agreement. A list of some, but not all, such agreements has been included below, and copies of some, but not all, such agreements have been included in Appendix C of this Agreement for purposes of convenience.
 - (a) Agreement Regarding Union Officials Local 19 (I.B.E.W.) and Nicor Gas Company revised effective March 1, 2020.
 - (b) Agreements regarding Health & Welfare and Retirement Benefits within and pursuant to the parties' 2017 Memorandum of Agreement.
- 5. Changes in any current Agreement can be made in writing at any time by mutual consent.

For Nicor Gas Company

Pat Whiteside

Senior Vice President

Operations

For the Union – IBEW Local 19

PASE 2 HAS

Mark Klinefelter

President & Business Manager

Mark Klinefelter

IBEW Local 19

EXHIBIT A

Physical Wage Rates / Time and Rate Step Schedules

Exhibit A
Wage Rates for Physical Employees
Physical -- Job Class / Titles / Schedules / Rates

				2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Schedule	Min	Max	Min	Max	Min	Max
N1015A	Arc Welder		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
019191	Arc Welder - Const Ops		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
020881	Arc Welder - Storage		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
N1471A	Controller	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1471B	Controller	after 3/21/1985	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
019193	Controller - Transmission	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
019194	Controller - Transmission	after 3/21/1985	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1027A	Corrosion Control Technician		73	\$30.87	\$32.85	\$31.80	\$33.84	\$32.75	\$34.86
N1054A	Distribution Crew Leader		6	\$45.38	\$46.00	\$46.74	\$47.38	\$48.14	\$48.80
N1062A	Distribution Mechanic	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1062B	Distribution Mechanic	after 3/21/1985 thru 4/7/2004	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1062C	Distribution Mechanic	Promotes ONLY and Upgrading as of 4/7/2004 (7 year schedule)	28	\$30.70	\$36.44	\$31.62	\$37.53	\$32.57	\$38.66
N1062D	Distribution Mechanic	Mechanic New Hires ONLY (85% for 4 mo)	39	\$26.13	\$36.44	\$26.91	\$37.53	\$27.72	\$38.66
N1070A	Distribution Plastic Laborer		57	\$26.31	\$26.31	\$27.10	\$27.10	\$27.91	\$27.91
N1071A	Distribution Plastic Operator		58	\$37.82	\$37.82	\$38.95	\$38.95	\$40.12	\$40.12
N1064A	Distribution Technician		5	\$42.49	\$43.10	\$43.76	\$44.39	\$45.07	\$45.72
N1080A	Facility Service Helper	3/22/1985 thru 4/4/1997	9	\$23.39	\$24.01	\$24.09	\$24.73	\$24.81	\$25.47
N1080B	Facility Service Helper	after 4/4/1997	4	\$21.37	\$21.99	\$22.01	\$22.65	\$22.67	\$23.33
N1080C	Facility Service Helper	Helper New Hires ONLY (85% for 4 mo)	19	\$18.16	\$21.99	\$18.70	\$22.65	\$19.26	\$23.33
N1100A	Fleet Management Crew Leader		6	\$45.38	\$46.00	\$46.74	\$47.38	\$48.14	\$48.80
N1101A	Fleet Management Helper	3/21/1985 thru 4/4/1997	9	\$23.39	\$24.01	\$24.09	\$24.73	\$24.81	\$25.47
N1101B	Fleet Management Helper	after 4/4/1997	4	\$21.37	\$21.99	\$22.01	\$22.65	\$22.67	\$23.33
N1101C	Fleet Management Helper	Helper New Hires ONLY (85% for 4 mo)	19	\$18.16	\$21.99	\$18.70	\$22.65	\$19.26	\$23.33
N1102A	Fleet Management Mechanic	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1102B	Fleet Management Mechanic	after 3/21/1985 thru 4/7/2004	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1102C	Fleet Management Mechanic	Promotes ONLY and Upgrading as of 4/7/2004 (7 year schedule)	28	\$30.70	\$36.44	\$31.62	\$37.53	\$32.57	\$38.66
N1102D	Fleet Management Mechanic	Mechanic New Hires ONLY (85% for 4 mo)	39	\$26.13	\$36.44	\$26.91	\$37.53	\$27.72	\$38.66
N1103A	Fleet Management Technician		5	\$42.49	\$43.10	\$43.76	\$44.39	\$45.07	\$45.72
N1170A	GO Equipment Technician		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
N1202A	Leak Survey Specialist		40	\$25.76	\$25.76	\$26.53	\$26.53	\$27.33	\$27.33

Exhibit A
Wage Rates for Physical Employees
Physical -- Job Class / Titles / Schedules / Rates

				2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Schedule	Min	Max	Min	Max	Min	Max
016537	Locator	, ,	9	\$23.39	\$24.01	\$24.09	\$24.73	\$24.81	\$25.47
021529	Locator	Locator New Hires ONLY (85% for 4 mo)	22	\$19.88	\$24.01	\$20.48	\$24.73	\$21.09	\$25.47
013063	Locator Spec		40	\$25.76	\$25.76	\$26.53	\$26.53	\$27.33	\$27.33
N1251A	Material Handling Mechanic	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1251B	Material Handling Mechanic	after 3/22/1985 thru 4/4/1997	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1251C	Material Handling Mechanic	after 4/4/1997	57	\$26.31	\$26.31	\$27.10	\$27.10	\$27.91	\$27.91
N1250A	Material Handling Helper	3/22/1985 thru 4/4/1997	9	\$23.39	\$24.01	\$24.09	\$24.73	\$24.81	\$25.47
N1250B	Material Handling Helper	after 4/4/1997	4	\$21.37	\$21.99	\$22.01	\$22.65	\$22.67	\$23.33
N1250C	Material Handling Helper	Helper New Hires ONLY (85% for 4 mo)	19	\$18.16	\$21.99	\$18.70	\$22.65	\$19.26	\$23.33
N1252	Material Handling Technician		5	\$42.49	\$43.10	\$43.76	\$44.39	\$45.07	\$45.72
N1275A	Meter Reader	2/2/1974 to 3/21/1985	16	\$29.51	\$30.14	\$30.40	\$31.04	\$31.31	\$31.97
N1275B	Meter Reader	3/22/1985 thru 4/4/1997	9	\$23.39	\$24.01	\$24.09	\$24.73	\$24.81	\$25.47
N1275C	Meter Reader	after 4/4/1997	4	\$21.37	\$21.99	\$22.01	\$22.65	\$22.67	\$23.33
N1275D	Meter Reader	Meter Reader New Hires ONLY (85% for 4 mo)	19	\$18.16	\$21.99	\$18.70	\$22.65	\$19.26	\$23.33
N1285A	Meter Shop Helper	before 3/22/1985	16	\$29.51	\$30.14	\$30.40	\$31.04	\$31.31	\$31.97
N1285B	Meter Shop Helper	3/22/1985 thru 4/4/1997	9	\$23.39	\$24.01	\$24.09	\$24.73	\$24.81	\$25.47
N1285C	Meter Shop Helper	after 4/4/1997	4	\$21.37	\$21.99	\$22.01	\$22.65	\$22.67	\$23.33
N1285D	Meter Shop Helper	Helper New Hires ONLY (85% for 4 mo)	19	\$18.16	\$21.99	\$18.70	\$22.65	\$19.26	\$23.33
N1287A	Meter Shop Mechanic	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1287B	Meter Shop Mechanic	after 3/21/1985 thru 4/7/2004	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1287C	Meter Shop Mechanic	Promotes ONLY and Upgrading as of 4/7/2004 (7 year schedule)	28	\$30.70	\$36.44	\$31.62	\$37.53	\$32.57	\$38.66
N1287D	Meter Shop Mechanic	Mechanic New Hires ONLY (85% for 4 mo)	39	\$26.13	\$36.44	\$26.91	\$37.53	\$27.72	\$38.66
N1289A	Meter Shop Technician		5	\$42.49	\$43.10	\$43.76	\$44.39	\$45.07	\$45.72
018831	MIG Welder		67	\$38.30	\$40.76	\$39.45	\$41.98	\$40.63	\$43.24
018297	MIG Welder - ConOps		67	\$38.30	\$40.76	\$39.45	\$41.98	\$40.63	\$43.24
N1300A	Operations Mechanic	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1300B	Operations Mechanic	after 3/21/1985 thru 4/7/2004	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1300C	Operations Mechanic	Promotes ONLY and Upgrading as of 4/7/2004 (7 year schedule)	28	\$30.70	\$36.44	\$31.62	\$37.53	\$32.57	\$38.66
N1300D	Operations Mechanic	Mechanic New Hires ONLY (85% for 4 mo)	39	\$26.13	\$36.44	\$26.91	\$37.53	\$27.72	\$38.66
N1301A	Operations Technician		5	\$42.49	\$43.10	\$43.76	\$44.39	\$45.07	\$45.72

Exhibit A Wage Rates for Physical Employees Physical -- Job Class / Titles / Schedules / Rates

				2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Schedule	Min	Max	Min	Max	Min	Max
N1316A	Semi-Truck Operator	. ,	67	\$38.30	\$40.76	\$39.45	\$41.98	\$40.63	\$43.24
N1474A	Specialist		79	\$43.23	\$43.84	\$44.53	\$45.16	\$45.87	\$46.51
019195	Specialist - Storage		79	\$43.23	\$43.84	\$44.53	\$45.16	\$45.87	\$46.51
019196	Specialist - Transmission		79	\$43.23	\$43.84	\$44.53	\$45.16	\$45.87	\$46.51
N1330A	Sr Controller		67	\$38.30	\$40.76	\$39.45	\$41.98	\$40.63	\$43.24
		Promotions to this job for those that were Controller as of							
N1330B	Sr Controller	4/1/2001 and employed as of 5/10/1988	75	\$41.39	\$43.84	\$42.63	\$45.16	\$43.91	\$46.51
016537	Sr Locator		57	\$26.31	\$26.31	\$27.10	\$27.10	\$27.91	\$27.91
N1336	Sr Operations Crosstie Mechanic		58	\$37.82	\$37.82	\$38.95	\$38.95	\$40.12	\$40.12
N1302A	Sr Operations Mechanic		58	\$37.82	\$37.82	\$38.95	\$38.95	\$40.12	\$40.12
N1335A	Sr Specialist		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
019192	Sr Specialist - Transmission		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
019796	Sr Technician		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
N1447A	Storage Crew Leader		6	\$45.38	\$46.00	\$46.74	\$47.38	\$48.14	\$48.80
N1452A	Storage Mechanic	before 3/22/1985	12	\$35.81	\$36.44	\$36.88	\$37.53	\$37.99	\$38.66
N1452B	Storage Mechanic	after 3/21/1985 thru 4/7/2004	10	\$33.98	\$36.44	\$35.00	\$37.53	\$36.05	\$38.66
N1452C	Storage Mechanic	Promotes ONLY and Upgrading as of 4/7/2004 (7 year schedule)	28	\$30.70	\$36.44	\$31.62	\$37.53	\$32.57	\$38.66
N1452D	Storage Mechanic	Mechanic New Hires ONLY (85% for 4 mo)	39	\$26.13	\$36.44	\$26.91	\$37.53	\$27.72	\$38.66
N1457A	Storage Technician		15	\$43.23	\$43.84	\$44.53	\$45.16	\$45.87	\$46.51
N1472A	System Laborer		32	\$26.62	\$27.84	\$27.42	\$28.68	\$28.24	\$29.54
N1515A	Utility Inspector		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
018913	Utility Inspector - Corrosion		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
019197	Utility Inspector - Asset Protection		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
021430	Utility Inspector - Tool Repair		3	\$44.72	\$45.01	\$46.06	\$46.36	\$47.44	\$47.75
019811	Utility Specialist		40	\$25.76	\$25.76	\$26.53	\$26.53	\$27.33	\$27.33
013040	Utility Specialist	Utility Spec New Hires ONLY (85% for 4 mo)	41	\$21.90	\$25.76	\$22.56	\$26.53	\$23.24	\$27.33
016521	Utility Specialist - Storage		40	\$25.76	\$25.76	\$26.53	\$26.53	\$27.33	\$27.33
013098	Utility Specialist - Storage	Utility Spec New Hires ONLY (85% for 4 mo)	41	\$21.90	\$25.76	\$22.56	\$26.53	\$23.24	\$27.33
N1313A	Watch and Protect Locator		58	\$37.82	\$37.82	\$38.95	\$38.95	\$40.12	\$40.12

SCHEDULES OF BASIC HOURLY RATES OF PAY AND TIME AND RATE STEPS - PHYSICAL

Schedule															YEAR 2	020
Number							Rate S	tep and Cu	mulative T	ime						
		3 or 4	6	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7
	Minimum	Months	Months	Year	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years
3	\$44.72	\$44.76	\$44.81	\$44.85	\$44.88	\$44.92	\$44.96	\$45.01								
4	\$21.37		\$21.48	\$21.57	\$21.66	\$21.77	\$21.88	\$21.99								
5	\$42.49		\$42.54	\$42.60	\$42.66	\$42.72	\$42.81	\$42.88	\$42.94	\$43.02	\$43.10					
6	\$45.38		\$45.45	\$45.51	\$45.56	\$45.63	\$45.69	\$45.77	\$45.86	\$45.92	\$46.00					
9	\$23.39		\$23.45	\$23.53	\$23.59	\$23.64	\$23.71	\$23.78	\$23.88	\$23.94	\$24.01					
10	\$33.98		\$34.26	\$34.53	\$34.79	\$35.06	\$35.33	\$35.61	\$35.89	\$36.15	\$36.44					
12	\$35.81		\$35.91	\$35.96	\$36.01	\$36.07	\$36.14	\$36.21	\$36.31	\$36.37	\$36.44					
15	\$43.23		\$43.29	\$43.36	\$43.41	\$43.48	\$43.55	\$43.62	\$43.70	\$43.78	\$43.84					
16	\$29.51		\$29.58	\$29.63	\$29.71	\$29.77	\$29.84	\$29.91	\$29.98	\$30.07	\$30.14					
19	\$18.16	\$21.37	\$21.48	\$21.58	\$21.66	\$21.77	\$21.88	\$21.99								
22	\$19.88	\$23.39	\$23.45	\$23.53	\$23.59	\$23.64	\$23.71	\$23.78	\$23.88	\$23.94	\$24.01					
28	\$30.70		\$31.12	\$31.53	\$31.93	\$32.33	\$32.74	\$33.15	\$33.55	\$33.96	\$34.36	\$34.76	\$35.17	\$35.59	\$35.99	\$36.44
32	\$26.62		\$26.80	\$27.01	\$27.21	\$27.43	\$27.62	\$27.84								
39	\$26.13	\$30.70	\$31.12	\$31.53	\$31.93	\$32.33	\$32.74	\$33.15	\$33.55	\$33.96	\$34.36	\$34.76	\$35.17	\$35.59	\$35.99	\$36.44
40	\$25.76															
41	\$21.90	\$25.76														
57	\$26.31															
58	\$37.82															
67	\$38.30		\$38.58	\$38.87	\$39.11	\$39.39	\$39.68	\$39.92	\$40.20	\$40.50	\$40.76					
73	\$30.87		\$31.08	\$31.28	\$31.52	\$31.73	\$31.95	\$32.17	\$32.39	\$32.62	\$32.85					
75	\$41.39		\$41.66	\$41.92	\$42.19	\$42.48	\$42.73	\$43.01	\$43.28	\$43.56	\$43.84					
79	\$43.23		\$43.34	\$43.42	\$43.52	\$43.62	\$43.74	\$43.84								

SCHEDULES OF BASIC HOURLY RATES OF PAY AND TIME AND RATE STEPS - PHYSICAL

Schedule															YEAR 2	2021
Number							Rate	Step and Ci	umulative [Гіте						
		3 or 4	6	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7
	Minimum	Months	Months	Year	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years
3	\$46.06	\$46.10	\$46.15	\$46.20	\$46.23	\$46.27	\$46.31	\$46.36								
4	\$22.01		\$22.12	\$22.22	\$22.31	\$22.42	\$22.54	\$22.65								
5	\$43.76		\$43.82	\$43.88	\$43.94	\$44.00	\$44.09	\$44.17	\$44.23	\$44.31	\$44.39					
6	\$46.74		\$46.81	\$46.88	\$46.93	\$47.00	\$47.06	\$47.14	\$47.24	\$47.30	\$47.38					
9	\$24.09		\$24.15	\$24.24	\$24.30	\$24.35	\$24.42	\$24.49	\$24.60	\$24.66	\$24.73					
10	\$35.00		\$35.29	\$35.57	\$38.83	\$36.11	\$36.39	\$36.68	\$36.97	\$37.23	\$37.53					
12	\$36.88		\$36.99	\$37.04	\$37.09	\$37.15	\$37.22	\$37.30	\$37.40	\$37.46	\$37.53					
15	\$44.53		\$44.59	\$44.66	\$44.71	\$44.78	\$44.86	\$44.93	\$45.01	\$45.09	\$45.16					
16	\$30.40		\$30.47	\$30.52	\$30.60	\$30.66	\$30.74	\$30.81	\$30.88	\$30.97	\$31.04					
19	\$18.70	\$22.01	\$22.12	\$22.23	\$22.31	\$22.42	\$22.54	\$22.65								
22	\$20.48	\$24.09	\$24.15	\$24.24	\$24.30	\$24.35	\$24.42	\$24.49	\$24.60	\$24.66	\$24.73					
28	\$31.62		\$32.05	\$32.48	\$32.89	\$33.30	\$33.72	\$34.14	\$34.56	\$34.98	\$35.39	\$35.80	\$36.23	\$36.66	\$37.07	\$37.53
32	\$27.42		\$27.60	\$27.82	\$28.03	\$28.25	\$28.45	\$28.68								
39	\$26.91	\$31.62	\$32.05	\$32.48	\$32.89	\$33.30	\$33.72	\$34.14	\$34.56	\$34.98	\$35.39	\$35.80	\$36.23	\$36.66	\$37.07	\$37.53
40	\$26.53															
41	\$22.56	\$26.53														
57	\$27.10															
58	\$38.95															
67	\$39.45		\$39.74	\$40.04	\$40.28	\$40.57	\$40.87	\$41.12	\$41.41	\$41.72	\$41.98					
73	\$31.80		\$32.01	\$32.22	\$32.47	\$32.68	\$32.91	\$33.14	\$33.36	\$33.60	\$33.84					
75	\$42.63		\$42.91	\$43.18	\$43.46	\$43.75	\$44.01	\$44.30	\$44.58	\$44.87	\$45.16					
79	\$44.53		\$44.64	\$44.72	\$44.83	\$44.93	\$45.05	\$45.16								

SCHEDULES OF BASIC HOURLY RATES OF PAY AND TIME AND RATE STEPS - PHYSICAL

Schedule															YEAR 2	2022
Number							Rate	Step and C	umulative	Time						
		3 or 4	6	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7
	Minimum	Months	Months	Year	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years	Years
3	\$47.44	\$47.48	\$47.53	\$47.59	\$47.62	\$47.66	\$47.70	\$47.75								
4	\$22.67		\$22.78	\$22.89	\$22.98	\$23.09	\$23.22	\$23.33								
5	\$45.07		\$45.13	\$45.20	\$45.26	\$45.32	\$45.41	\$45.50	\$45.56	\$45.64	\$45.72					
6	\$48.14		\$48.21	\$48.29	\$48.34	\$48.41	\$48.47	\$48.55	\$48.66	\$48.72	\$48.80					
9	\$24.81		\$24.87	\$24.97	\$25.03	\$25.08	\$25.15	\$25.22	\$25.34	\$25.40	\$25.47					
10	\$36.05		\$36.35	\$36.64	\$36.90	\$37.19	\$37.48	\$37.78	\$38.08	\$38.35	\$38.66					
12	\$37.99		\$38.10	\$38.15	\$38.20	\$38.26	\$38.34	\$38.42	\$38.52	\$38.58	\$38.66					
15	\$45.87		\$45.93	\$46.00	\$46.05	\$46.12	\$46.21	\$46.28	\$46.36	\$46.44	\$46.51					
16	\$31.31		\$31.38	\$31.44	\$31.52	\$31.58	\$31.66	\$31.73	\$31.81	\$31.90	\$31.97					
19	\$19.26	\$22.67	\$22.78	\$22.90	\$22.98	\$23.09	\$23.22	\$23.33								
22	\$21.09	\$24.81	\$24.87	\$24.97	\$25.03	\$25.08	\$25.15	\$25.22	\$25.34	\$25.40	\$25.47					
28	\$32.57		\$33.01	\$33.45	\$33.88	\$34.30	\$34.73	\$35.16	\$35.60	\$36.03	\$36.45	\$36.87	\$37.32	\$37.76	\$38.18	\$38.66
32	\$28.24		\$28.43	\$28.65	\$28.87	\$29.10	\$29.30	\$29.54								
39	\$27.72	\$32.57	\$33.01	\$33.45	\$33.88	\$34.30	\$34.73	\$35.16	\$35.60	\$36.03	\$36.45	\$36.87	\$37.32	\$37.76	\$38.18	\$38.66
40	\$27.33															
41	\$23.24	\$27.33														
57	\$27.91															
58	\$40.12															
67	\$40.63		\$40.93	\$41.24	\$41.49	\$41.79	\$42.10	\$42.35	\$42.65	\$42.97	\$43.24					
73	\$32.75		\$32.97	\$33.19	\$33.44	\$33.66	\$33.90	\$34.13	\$34.36	\$34.61	\$34.86					
75	\$43.91		\$44.20	\$44.48	\$44.76	\$45.06	\$45.33	\$45.63	\$45.92	\$46.22	\$46.51					
79	\$45.87		\$45.98	\$46.06	\$46.17	\$46.28	\$46.40	\$46.51								

EXHIBIT A

Clerical Wage Rates / Time and Rate Step Schedules

Exhibit A
Wage Rates for Clerical Employees
Physical -- Job Class / Titles / Schedules / Rates

		Physical Job Class / 11t			2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Level	Schedule	Min	Max	Min	Max	Min	Max
N2017A	Accounting Clerk	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
N2017B	Accounting Clerk	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
N2017C	Accounting Clerk	5/17/1988 thru 4/1/1994	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2017D	Accounting Clerk	after 4/1/1994	3	52	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2070A	Accounting Machine Clerk Sr Grade	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2070B	Accounting Machine Clerk Sr Grade	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2070C	Accounting Machine Clerk Sr Grade	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2070D	Accounting Machine Clerk Sr Grade	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2080A	Accounting Records Clerk	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2080B	Accounting Records Clerk	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2080C	Accounting Records Clerk	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
020654	Billing Services Specialist I	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
020655	Billing Services Specialist I	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
020656	Billing Services Specialist I	after 5/16/1988	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
020647	Billing Services Specialist II***	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
020648	Billing Services Specialist II***	after 5/16/1988	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
020660	Billing Services Specialist III***	Before 5/17/1988	7	30	\$45.23	\$45.51	\$46.59	\$46.88	\$47.99	\$48.29
020661	Billing Services Specialist III***	after 5/16/1988	7	43	\$38.38	\$38.66	\$39.53	\$39.82	\$40.72	\$41.01
020662	Billing Specialist ***	Before 5/17/1988	7	30	\$45.23	\$45.51	\$46.59	\$46.88	\$47.99	\$48.29
020663	Billing Specialist ***	after 5/16/1988	7	43	\$38.38	\$38.66	\$39.53	\$39.82	\$40.72	\$41.01
020667	Billing Specialist I	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
020668	Billing Specialist I	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
020669	Billing Specialist I	after 5/16/1988	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
020649	Billing Specialist II***	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
020650	Billing Specialist II***	after 5/16/1988	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
020672	Biling Specialist III***	Before 5/17/1988	6	27	\$43.48	\$43.76	\$44.78	\$45.07	\$46.12	\$46.42
020673	Biling Specialist III***	after 5/16/1988	6	42	\$34.68	\$34.96	\$35.72	\$36.01	\$36.79	\$37.09
N2140A	Clerk	On or after 3/22/1985	1	46	\$17.53	\$17.90	\$18.06	\$18.44	\$18.60	\$18.99
N2157A	Collector	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2157B	Collector	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2157C	Collector	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2157D	Collector	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64

Exhibit A
Wage Rates for Clerical Employees
Physical -- Job Class / Titles / Schedules / Rates

					2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Level	Schedule	Min	Max	Min	Max	Min	Max
N2164A	Console Operator	Before 5/17/1988	8	31	\$45.98	\$46.26	\$47.36	\$47.65	\$48.78	\$49.08
N2164B	Console Operator	5/17/1988 thru 4/1/1994	8	44	\$38.98	\$39.27	\$40.15	\$40.45	\$41.35	\$41.66
N2164C	Console Operator	after 4/1/1994	8	65	\$38.98	\$29.27	\$40.15	\$40.45	\$38.98	\$39.27
N2165A	Construction Clerk	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2165B	Construction Clerk	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2165C	Construction Clerk	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2170A	Credit Representative	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2170B	Credit Representative	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2170C	Credit Representative	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2174A	Customer Care Specialist	After 4/1/2000	3	7	\$19.29	\$22.75	\$19.87	\$23.43	\$20.47	\$24.13
N2174B	Customer Care Specialist (Bilingual)	After 4/1/2000	3	11	\$20.29	\$23.75	\$20.87	\$24.43	\$21.47	\$25.13
N2187A	Data Clerk	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
N2187B	Data Clerk	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
N2187C	Data Clerk	5/17/1988 thru 4/1/1994	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2187D	Data Clerk	after 4/1/1994	3	52	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2210A	Engineering Records Clerk	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2210B	Engineering Records Clerk	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2210C	Engineering Records Clerk	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2215A	Environmental Representative	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2215B	Environmental Representative	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2215C	Environmental Representative	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
020664	Field Billing Specialist I	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
020665	Field Billing Specialist I	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
020666	Field Billing Specialist I	after 5/16/1988	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
020674	Field Billing Specialist II***	Before 5/17/1988	6	27	\$43.48	\$43.76	\$44.78	\$45.07	\$46.12	\$46.42
020675	Field Billing Specialist II***	after 5/16/1988	6	42	\$34.68	\$34.96	\$35.72	\$36.01	\$36.79	\$37.09
N2235A	General Accounting Clerk	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2235B	General Accounting Clerk	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2235C	General Accounting Clerk	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2235D	General Accounting Clerk	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64

Exhibit A
Wage Rates for Clerical Employees
Physical -- Job Class / Titles / Schedules / Rates

		Thysical 300 Class / Titl			2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Level	Schedule	Min	Max	Min	Max	Min	Max
N2248A	General Analysis Clerk	Before 5/17/1988	7	30	\$45.23	\$45.51	\$46.59	\$46.88	\$47.99	\$48.29
N2248B	General Analysis Clerk	5/17/1988 thru 4/1/1994	7	43	\$38.38	\$38.66	\$39.53	\$39.82	\$40.72	\$41.01
N2248C	General Analysis Clerk	after 4/1/1994	7	64	\$38.38	\$38.66	\$39.53	\$39.82	\$40.63	\$41.01
N2250A	General Clerk	Before 3/22/1985	2	69	\$22.98	\$23.72	\$23.67	\$24.43	\$24.38	\$25.16
N2250B	General Clerk	On or after 3/22/1985	2	47	\$18.51	\$18.87	\$19.07	\$19.44	\$19.64	\$20.02
N2251A	General Office Clerk	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
N2251B	General Office Clerk	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
N2251C	General Office Clerk	5/17/1988 thru 4/1/1994	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2251D	General Office Clerk	after 4/1/1994	3	52	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2280A	Lead Accounting Clerk	Before 5/17/1988	6	27	\$43.48	\$43.76	\$44.78	\$45.07	\$46.12	\$46.42
N2280B	Lead Accounting Clerk	5/17/1988 thru 4/1/1994	6	42	\$34.68	\$34.96	\$35.72	\$36.01	\$36.79	\$37.09
N2280C	Lead Accounting Clerk	after 4/1/1994	6	63	\$34.68	\$34.96	\$35.72	\$36.01	\$36.79	\$37.09
020657	Misc Billing Rep I	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
020658	Misc Billing Rep I	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
020659	Misc Billing Rep I	after 5/16/1988	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
020651	Misc Billing Rep II	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
020652	Misc Billing Rep II	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
020653	Misc Billing Rep II	after 5/16/1988	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2377A	Office Machine Operator	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
N2377B	Office Machine Operator	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
N2377C	Office Machine Operator	5/17/1988 thru 4/1/1994	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2377D	Office Machine Operator	after 4/1/1994	3	52	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2381A	Office Machine Operator Sr Grade	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2381B	Office Machine Operator Sr Grade	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2381C	Office Machine Operator Sr Grade	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2381D	Office Machine Operator Sr Grade	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2383A	Operations Representative	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2383B	Operations Representative	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2383C	Operations Representative	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22

Exhibit A
Wage Rates for Clerical Employees
Physical -- Job Class / Titles / Schedules / Rates

					2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Level	Schedule	Min	Max	Min	Max	Min	Max
N2455A	Real Estate Representative	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2455B	Real Estate Representative	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2455C	Real Estate Representative	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2515A	Secretarial Stenographer	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2515B	Secretarial Stenographer	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2515C	Secretarial Stenographer	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2515D	Secretarial Stenographer	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2540A	Senior Clerk	Before 5/17/1988	7	30	\$45.23	\$45.51	\$46.59	\$46.88	\$47.99	\$48.29
N2540B	Senior Clerk	5/17/1988 thru 4/1/1994	7	43	\$38.38	\$38.66	\$39.53	\$39.82	\$40.72	\$41.01
N2540C	Senior Clerk	after 4/1/1994	7	64	\$38.38	\$38.66	\$39.53	\$39.82	\$40.63	\$41.01
N2551A	Senior Customer Care Specialist	Before 4/1/1994	5	36	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2551B	(from incumbent call center 3/2000)	After 4/1/1994	5	37	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2551C	Senior Customer Care Specialist (Bilingual)	Before 4/1/1994	5	18	\$33.91	\$34.19	\$34.90	\$35.25	\$35.92	\$36.22
	(from incumbent call center 3/2000) -									
N2551D	(Bilingual)	After 4/1/1994	5	18	\$33.91	\$34.19	\$34.90	\$35.25	\$35.92	\$36.22
N2551E	Senior Customer Care Specialist	Before 4/1/1994	5	36	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2560A	Service Clerk	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2560B	Service Clerk	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2560C	Service Clerk	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2560D	Service Clerk	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2570A	Service Office Clerk	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
N2570B	Service Office Clerk	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
N2570C	Service Office Clerk	5/17/1988 thru 4/1/1994	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2570D	Service Office Clerk	after 4/1/1994	3	52	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2590A	Service Representative	Before 5/17/1988	6	27	\$43.48	\$43.76	\$44.78	\$45.07	\$46.12	\$46.42
N2590B	Service Representative	5/17/1988 thru 4/1/1994	6	42	\$34.68	\$34.96	\$35.72	\$36.01	\$36.79	\$37.09
N2590C	Service Representative	after 4/1/1994	6	63	\$34.68	\$34.96	\$35.72	\$36.01	\$36.79	\$37.09
N2610A	Special Accounts Clerk Sr Grade	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2610B	Special Accounts Clerk Sr Grade	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2610C	Special Accounts Clerk Sr Grade	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22

Exhibit A
Wage Rates for Clerical Employees
Physical -- Job Class / Titles / Schedules / Rates

					2020	2020	2021	2021	2022	2022
Job	Title	Employment Dates	Level	Schedule	Min	Max	Min	Max	Min	Max
N2623A	Station Clerk	Before 3/22/1985	4	17	\$36.62	\$36.87	\$37.72	\$37.98	\$38.85	\$39.12
N2623B	Station Clerk	3/22/1985 thru 5/16/1988	4	34	\$34.42	\$36.87	\$35.45	\$37.98	\$36.51	\$39.12
N2623C	Station Clerk	5/17/1988 thru 4/1/1994	4	54	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2623D	Station Clerk	after 4/1/1994	4	55	\$26.40	\$28.88	\$27.19	\$29.75	\$28.01	\$30.64
N2690A	Transmission Representative	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2690B	Transmission Representative	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2690C	Transmission Representative	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2710A	Treasury Records Clerk	Before 5/17/1988	5	25	\$41.26	\$41.52	\$42.50	\$42.77	\$43.78	\$44.05
N2710B	Treasury Records Clerk	5/17/1988 thru 4/1/1994	5	26	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2710C	Treasury Records Clerk	after 4/1/1994	5	61	\$32.91	\$33.19	\$33.90	\$34.19	\$34.92	\$35.22
N2720A	Treasury Specialist	Before 3/22/1985	3	8	\$31.22	\$32.45	\$32.16	\$33.42	\$33.12	\$34.42
N2720B	Treasury Specialist	3/22/1985 thru 5/16/1988	3	29	\$27.88	\$29.10	\$28.72	\$29.97	\$29.58	\$30.87
N2720C	Treasury Specialist	5/17/1988 thru 4/1/1994	3	51	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
N2720D	Treasury Specialist	after 4/1/1994	3	52	\$21.75	\$22.95	\$22.40	\$23.64	\$23.07	\$24.35
*** Billing I	Department titles that need certification									

SCHEDULES OF BASIC HOURLY RATES OF PAY AND TIME AND RATE STEPS - CLERICAL

Schedule											YEAR 2020
Number					I	Rate Step an	d Cumulati	ive Time			
		3 or 4	6	1	1.5	2	2.5	3	3.5	4	4.5
	Minimum	Months	Months	Year	Years	Years	Years	Years	Years	Years	Years
7	\$19.29	\$19.66	\$21.54	\$21.77	\$22.01	\$22.26	\$22.52	\$22.75			
8	\$31.22		\$31.37	\$31.50	\$31.62	\$31.77	\$31.91	\$32.03	\$32.17	\$32.31	\$32.45
11	\$20.29	\$20.66	\$22.54	\$22.77	\$23.01	\$23.26	\$23.52	\$23.75			
17	\$36.62	\$36.65	\$36.68	\$36.72	\$36.75	\$36.78	\$36.83	\$36.87			
18	\$33.94		\$33.96	\$33.98	\$34.01	\$34.04	\$34.08	\$34.12	\$34.15	\$34.19	\$34.22
24	\$27.00		\$27.43	\$27.87	\$28.30	\$28.75	\$29.20	\$29.63	\$30.09	\$30.52	\$30.98
25	\$41.26	\$41.29	\$41.32	\$41.36	\$41.40	\$41.43	\$41.48	\$41.52			
26	\$32.91	\$32.94	\$32.98	\$33.02	\$33.07	\$33.10	\$33.15	\$33.19			
27	\$43.48	\$43.51	\$43.55	\$43.59	\$43.62	\$43.66	\$43.72	\$43.76			
29	\$27.88		\$28.01	\$28.16	\$28.28	\$28.42	\$28.56	\$28.69	\$28.83	\$28.97	\$29.10
30	\$45.23	\$45.26	\$45.29	\$45.33	\$45.37	\$45.41	\$45.46	\$45.51			
31	\$45.98		\$46.04	\$46.08	\$46.12	\$46.16	\$46.22	\$46.26			
34	\$34.42		\$34.69	\$34.96	\$35.25	\$35.51	\$35.77	\$36.05	\$36.33	\$36.62	\$36.87
36	\$32.91		\$32.93	\$32.95	\$32.98	\$33.01	\$33.05	\$33.09	\$33.12	\$33.16	\$33.19
37	\$32.91		\$32.93	\$32.95	\$32.98	\$33.01	\$33.05	\$33.09	\$33.12	\$33.16	\$33.19
42	\$34.68	\$34.72	\$34.75	\$34.79	\$34.84	\$34.88	\$34.92	\$34.96			
43	\$38.38	\$38.42	\$38.48	\$38.51	\$38.54	\$38.57	\$38.61	\$38.66			
44	\$38.98	\$39.01	\$39.04	\$39.07	\$39.11	\$39.15	\$39.22	\$39.27			
46	\$17.53		\$17.61	\$17.70	\$17.79	\$17.90					
47	\$18.51		\$18.60	\$18.68	\$18.79	\$18.87					
51	\$21.75		\$21.95	\$22.15	\$22.33	\$22.55	\$22.75	\$22.95			
52	\$21.75		\$21.95	\$22.15	\$22.33	\$22.55	\$22.75	\$22.95			
54	\$26.40		\$26.81	\$27.22	\$27.62	\$28.04	\$28.45	\$28.88			
55	\$26.40		\$26.81	\$27.22	\$27.62	\$28.04	\$28.45	\$28.88			
61	\$32.91	\$32.94	\$32.98	\$33.02	\$33.07	\$33.10	\$33.15	\$33.19			
63	\$34.68	\$34.72	\$34.75	\$34.79	\$34.84	\$34.88	\$34.92	\$34.96			
64	\$38.38	\$38.42	\$38.48	\$38.51	\$38.54	\$38.57	\$38.61	\$38.66			
65	\$38.98	\$39.01	\$39.04	\$39.07	\$39.11	\$39.15	\$39.22	\$39.27			
69	\$22.98		\$23.05	\$23.13	\$23.22	\$23.30	\$23.38	\$23.45	\$23.56	\$23.64	\$23.72

SCHEDULES OF BASIC HOURLY RATES OF PAY AND TIME AND RATE STEPS - CLERICAL

Schedule											YEAR 2021
Number					I	Rate Step an	d Cumulati	ive Time			
		3 or 4	6	1	1.5	2	2.5	3	3.5	4	4.5
	Minimum	Months	Months	Year	Years	Years	Years	Years	Years	Years	Years
7	\$19.87	\$20.25	\$22.19	\$22.42	\$22.67	\$22.93	\$23.20	\$23.43			
8	\$32.16		\$32.31	\$32.45	\$32.57	\$32.72	\$32.87	\$32.99	\$33.14	\$33.28	\$33.42
11	\$20.87	\$21.25	\$23.19	\$23.42	\$23.67	\$23.93	\$24.20	\$24.43			
17	\$37.72	\$37.75	\$37.78	\$37.82	\$37.85	\$37.88	\$37.93	\$37.98			
18	\$34.96		\$34.98	\$35.00	\$35.03	\$35.06	\$35.10	\$35.14	\$35.17	\$35.22	\$35.25
24	\$27.81		\$28.25	\$28.71	\$29.15	\$29.61	\$30.08	\$30.52	\$30.99	\$31.44	\$31.91
25	\$42.50	\$42.53	\$42.56	\$42.60	\$42.64	\$42.67	\$42.72	\$42.77			
26	\$33.90	\$33.93	\$33.97	\$34.01	\$34.06	\$34.09	\$34.14	\$34.19			
27	\$44.78	\$44.82	\$44.86	\$44.90	\$44.93	\$44.97	\$45.03	\$45.07			
29	\$28.72		\$28.85	\$29.00	\$29.13	\$29.27	\$29.42	\$29.55	\$29.69	\$29.84	\$29.97
30	\$46.59	\$46.62	\$46.65	\$46.69	\$46.73	\$46.77	\$46.82	\$46.88			
31	\$47.36		\$47.42	\$47.46	\$47.50	\$47.54	\$47.61	\$47.65			
34	\$35.45		\$35.73	\$36.01	\$36.31	\$36.58	\$36.84	\$37.13	\$37.42	\$37.72	\$37.98
36	\$33.90		\$33.92	\$33.94	\$33.97	\$34.00	\$34.04	\$34.08	\$34.11	\$34.15	\$34.19
37	\$33.90		\$33.92	\$33.94	\$33.97	\$34.00	\$34.04	\$34.08	\$34.11	\$34.15	\$34.19
42	\$35.72	\$35.76	\$35.79	\$35.83	\$35.89	\$35.93	\$35.97	\$36.01			
43	\$39.53	\$39.57	\$39.63	\$39.67	\$39.70	\$39.73	\$39.77	\$39.82			
44	\$40.15	\$40.18	\$40.21	\$40.24	\$40.28	\$40.32	\$40.40	\$40.45			
46	\$18.06		\$18.14	\$18.23	\$18.32	\$18.44					
47	\$19.07		\$19.16	\$19.24	\$19.35	\$19.44					
51	\$22.40		\$22.61	\$22.81	\$23.00	\$23.23	\$23.43	\$23.64			
52	\$22.40		\$22.61	\$22.81	\$23.00	\$23.23	\$23.43	\$23.64			
54	\$27.19		\$27.61	\$28.04	\$28.45	\$28.88	\$29.30	\$29.75			
55	\$27.19		\$27.61	\$28.04	\$28.45	\$28.88	\$29.30	\$29.75			
61	\$33.90	\$33.93	\$33.97	\$34.01	\$34.06	\$34.09	\$34.14	\$34.19			
63	\$35.72	\$35.76	\$35.79	\$35.83	\$35.89	\$35.93	\$35.97	\$36.01			
64	\$39.53	\$39.57	\$39.63	\$39.67	\$39.70	\$39.73	\$39.77	\$39.82			
65	\$40.15	\$40.18	\$40.21	\$40.24	\$40.28	\$40.32	\$40.40	\$40.45			
69	\$23.67		\$23.74	\$23.82	\$23.92	\$24.00	\$24.08	\$24.15	\$24.27	\$24.35	\$24.43

SCHEDULES OF BASIC HOURLY RATES OF PAY AND TIME AND RATE STEPS - CLERICAL

Schedule											YEAR 2022
Number					I	Rate Step an	d Cumulati	ive Time			
		3 or 4	6	1	1.5	2	2.5	3	3.5	4	4.5
	Minimum	Months	Months	Year	Years	Years	Years	Years	Years	Years	Years
7	\$20.47	\$20.86	\$22.86	\$23.09	\$23.35	\$23.62	\$23.90	\$24.13			
8	\$33.12		\$33.28	\$33.42	\$33.55	\$33.70	\$33.86	\$33.98	\$34.13	\$34.28	\$34.42
11	\$21.47	\$21.86	\$23.86	\$24.09	\$24.35	\$24.62	\$24.90	\$25.13			
17	\$38.85	\$38.88	\$38.91	\$38.95	\$38.99	\$39.02	\$39.07	\$39.12			
18	\$36.01		\$36.03	\$36.05	\$36.08	\$36.11	\$36.15	\$36.19	\$36.23	\$36.28	\$36.31
24	\$28.64		\$29.10	\$29.57	\$30.02	\$30.50	\$30.98	\$31.44	\$31.92	\$32.38	\$32.87
25	\$43.78	\$43.81	\$43.84	\$43.88	\$43.92	\$43.95	\$44.00	\$44.05			
26	\$34.92	\$34.95	\$34.99	\$35.03	\$35.08	\$35.11	\$35.16	\$35.22			
27	\$46.12	\$46.16	\$46.21	\$46.25	\$46.28	\$46.32	\$46.38	\$46.42			
29	\$29.58		\$29.72	\$29.87	\$30.00	\$30.15	\$30.30	\$30.44	\$30.58	\$30.74	\$30.87
30	\$47.99	\$48.02	\$48.05	\$48.09	\$48.13	\$48.17	\$48.22	\$48.29			
31	\$48.78		\$48.84	\$48.88	\$48.93	\$48.97	\$49.04	\$49.08			
34	\$36.51		\$36.80	\$37.09	\$37.40	\$37.68	\$37.95	\$38.24	\$38.54	\$38.85	\$39.12
36	\$34.92		\$34.94	\$34.96	\$34.99	\$35.02	\$35.06	\$35.10	\$35.13	\$35.17	\$35.22
37	\$34.92		\$34.94	\$34.96	\$34.99	\$35.02	\$35.06	\$35.10	\$35.13	\$35.17	\$35.22
42	\$36.79	\$36.83	\$36.86	\$36.90	\$36.97	\$37.01	\$37.05	\$37.09			
43	\$40.72	\$40.76	\$40.82	\$40.86	\$40.89	\$40.92	\$40.96	\$41.01			
44	\$41.35	\$41.39	\$41.42	\$41.45	\$41.49	\$41.53	\$41.61	\$41.66			
46	\$18.60		\$18.68	\$18.78	\$18.87	\$18.99					
47	\$19.64		\$19.73	\$19.82	\$19.93	\$20.02					
51	\$23.07		\$23.29	\$23.49	\$23.69	\$23.93	\$24.13	\$24.35			
52	\$23.07		\$23.29	\$23.49	\$23.69	\$23.93	\$24.13	\$24.35			
54	\$28.01		\$28.44	\$28.88	\$29.30	\$29.75	\$30.18	\$30.64			
55	\$28.01		\$28.44	\$28.88	\$29.30	\$29.75	\$30.18	\$30.64			
61	\$34.92	\$34.95	\$34.99	\$35.03	\$35.08	\$35.11	\$35.16	\$35.22			
63	\$36.79	\$36.83	\$36.86	\$36.90	\$36.97	\$37.01	\$37.05	\$37.09			
64	\$40.72	\$40.76	\$40.82	\$40.86	\$40.89	\$40.92	\$40.96	\$41.01			
65	\$41.35	\$41.39	\$41.42	\$41.45	\$41.49	\$41.53	\$41.61	\$41.66			
69	\$24.38		\$24.45	\$24.53	\$24.64	\$24.72	\$24.80	\$24.87	\$25.00	\$25.08	\$25.16

EXHIBIT A1 – Pension Bands

(Physical and Clerical)

EFFECTIVE MARCH 1, 2017

THROUGH

DECEMBER 31, 2017

Clerical employees on the payroll on or after May 17, 1988 but prior to April 1, 1994 will be administered for pension purposes according to the Pension Band applicable to employees hired prior to May 17, 1988.

Pension Bands effective for employees hired prior to January 1, 1998.

Employees hired on or after January 1, 1998 should refer to the Summary Plan Description for information pertaining to pension benefits.

AGL Resources Inc. Retirement Plan – former Nicor Gas Pension Plan provisions Pension Bands Effective March 1, 2017 – December 31, 2017

(For employees hired prior to January 1, 1998 and eligible to participate in the AGL Resources Inc. Retirement Plan – former Nicor Gas Pension Plan provisions)

	3/01/2017	- 12/31/2017
	DOLLARS PER MONTH	PER YEAR OF SERVICE
	Thru 30 Years of Service	Over 30 Years of Service
Pension Bands		
1	\$34.57	\$41.49
2	\$41.49	\$48.37
3	\$44.91	\$51.87
4	\$55.37	\$62.24
5	\$58.75	\$65.68
6	\$65.68	\$72.63
7	\$69.19	\$76.07
8	\$76.07	\$82.99
9	\$79.55	\$86.40
10	\$82.99	\$89.90

The early retirement supplements between ages 55 and 60 will be as follows:

The early retirement supplements ber	tween ages 55 and 60 will be as follows:
3/01/2017	7 – 12/31/2017
DOLLARS PER MONT	H PER YEAR OF SERVICE
Age at Retirement	3/01/2017 - 12/31/2017
55	\$26.01
56	\$26.93
57	\$27.77
58	\$28.70
59	\$29.61

The monthly early retirement supplement between ages 60 and 62 will be as follows:

3/01/2017	- 12/31/2017
DOLLARS	PER MONTH
60 – 62	\$1,479.92

EXHIBIT B – (Clerical) Promotional Series

EXHIBIT B - CLERICAL

- 1. For promotions, see Article III, Section 7.
- 2. Except as otherwise specified in this exhibit, promotions will be made on a Company-wide basis. Clerical employees will receive the rate of pay for a new job classification not requiring certification effective their first day on the new job or the 16th working day after the promotion is accepted, whichever occurs first. Employees accepting positions requiring certification will be paid the rate of pay of the new job on the 16th working day after the promotion is accepted until released. In no case will the employee be given company time to visit the job location. Final acceptance must be made within 24 hours of the following working day.
- 3. The following job vacancies within the clerical work group will be filled without length of service being a necessary requirement and the Company's selection will not be subject to the grievance procedure.
 - Call Center Representative, Human Resources Department (level 3).
 - Operations Representative (level 5) Open selection from level 4.
 - Transmission Representative (level 5) Open selection from level 4.
 - Senior Customer Care Specialist selection The Company will have the right of selection for the Senior Customer Care Specialist (SCCS) positions, from the five senior most applicants within the Customer Care Specialist (CCS) classification with highest seniority. The selection of an employee, made according to the criteria set forth in this agreement, will not be subject to the grievance procedure. An employee passed up under the bidding process outlined in this agreement will, upon inquiry, be informed by the company of the reason why he/she was not promoted.
 - Console Operator (level 8)
 - 1) There will be complete flexibility between bargaining unit personnel classified as Console Operator and management personnel. Both groups can and will be doing the same type of work.
 - 2) Company-wide clerical posting and interviewing for selection.
 - 3) Testing as prescribed by the Company.
 - 4) More applicants may be screened than will be actually needed in order to select the best possible employees.
 - 5) Special training which may be both on and off Company premises.
 - 6) Dropping candidates at any point in the selection process when it becomes evident that they are not qualified for this type of work. The qualifying period will normally not exceed six (6) months.
 - 7) Employees selected for training will not be promoted until they have successfully completed their training and are accepted for the Console Operator classification. The work normally performed by such employees will, when necessary, be temporarily filled by upgrading while these employees are in training.
- 4. With the exception of the classifications listed in section 5, the promotional ground rules for vacancies in the clerical work group are as follows:

- a. Level 1 employees will be given first consideration for vacancies in level 2 job classifications on the basis of service providing that such employees have the required skill(s).
- b. Level 1, level 2 and level 2A will be combined on the basis of service for consideration for promotion to level 3 providing that such employees have the required skill(s).
- c. Level 1, level 2, level 2A and level 3 will be combined on the basis of service for consideration for promotion to level 4.
- d. Level 4 and level 4A employees will be considered on the basis of service for consideration for promotion to level 5.

If no qualified employee is available from this level, then consideration will be given to all employees in the next lower level, etc., through each succeeding level until an employee is found to fill the job.

- e. If no qualified employee is available within these levels, an employee may be hired to fill the job.
- f. Employees in lower numerical groups than the employee selected shall have no grievance.
- g. An employee passed up will, upon inquiry, be informed by the Company of the reason why she/he was not promoted and may enter a grievance.
- h. All clerical job promotional opportunities, levels 3, 4, and 5 will be subject to the electronic posting procedures posted consistent with the term of Article III, Section 8 of the agreement.
- i. The company will maintain 2 Level 3's in the Contact Center department for the term of this (2020-2023) agreement. Bloomington selection will be based on the promotional series in Clerical Exhibit B, and the General Office selection will be based on full company right of selection (Reference 2020 MOA)

Promotions – Levels 6 through 8

- A. Jobs in levels 6 through 8 shall be known as "bid" jobs. These jobs can best be filled by persons with a variety of related experience with the Company.
- B. In making promotions to "bid" jobs, the vacancy will be posted consistent with the terms of Article III, Section 8. Electronic confirmation will be sent to each employee who applies within the ten-day period that their application was received. Any interested employee in a lower level may apply online as set forth under Article III, Section 8 of the agreement.
- C. Consideration will be given to all bidding employees. Selections will be made in accordance with Section 1 of Exhibit B and a point system to be administered on the following basis:
 - (1) One point to be awarded for each year of service. (6 months or more of service before posted date equals one full year credit, less than 6 months receives no credit.)
 - (2) The Clerical level of the bidding employee will equate to an equivalent number of points. (i.e., Level 4 = 4 points, Level 5 = 5 points)
 - (3) The candidate chosen by the selection committee will be awarded points based on the following: Level 8 bid jobs 8 points; level 7 bid jobs 7 points; Level 6 bid jobs 5 points; Level 5 bid job 5 points. The employee totaling the greatest number of points will be selected unless the Company determines that another bidding employee is more qualified.
- D. If no qualified employee is available as a result of the bidding procedure, then the Company may select any employee or hire someone to fill such job.
- E. Employees who do not make application within the period of posting shall have no grievance.

F.	An employee passed up under the bidding procedure outlined in this Section will upon
	inquiry, be informed by the Company of the reason why she/he was not promoted and may
	enter a grievance.

5. The following jobs will be filled according to the terms of the specified negotiated agreements:

Job Title	Level	Department	Pre-Requisite	Selection Agreement	Certification
Senior Clerk	7	Accounts Payable	Microsoft Office Principles of Accounting I & II	Bid process	Yes
Senior Clerk	7	Gas Transportation	N/A	Bid process	Yes
Senior Clerk	7	BQA	N/A	Bid process	Yes
General Analysis Clerk	7	General Accounting	Microsoft Office Principles of Accounting I & II	Bid process	Yes
General Analysis Clerk	7	HR Administration	N/A	Open selection with consideration from level 5 5 & 6 in HR Administration	No
Service Representative	6	BQA	Complete CC&B Training	Bid process	Yes
Service Representative	6	Customer Development	Microsoft Office Technical Math Blueprint Reading Project Management Estimates & Cost of Construction, Construction Contracting & Specifications (must have 4 of 6). Main and service locating training.	Bid process From Level 5: Customer Care Call Center/Correspondence Workload Administration GIS and Asset Data BQA Construction Operations	Yes
Lead Accounting Clerk	6	Remittance Processing	Microsoft Office Principles of Accounting I & II	Bid process	No
Lead Accounting Clerk	6	Correspondence	Complete CC&B Training	Bid process	Yes
Lead Accounting Clerk	6	HR Administration	N/A	From Level 5 Accounting Records Clerk in Payroll Clerk: If not filled, then to bid process	No
Accounting Analysis Clerk	6	Plant Accounting	Microsoft Office Principles of Accounting I &II	Level 5's in Plant Accounting	No
Output X Tape Control Clerk	6	Computer Operations	N/A	Auxiliary Equipment Operator	No
Treasury Records Clerk	5	Remittance Processing	Microsoft Office Principles of Accounting I & II	N/A	No
Transmission Representative	5	System Operations- Transmission	N/A	Open selection from Level 4's	No
Special Accounts Clerk, Senior Grade	5	Accounts Payable	Microsoft Office Principles of Accounting I & II	N/A	No
Special Accounts Clerk, Senior Grade	5	General Accounting	Microsoft Office Principles of Accounting I & II	N/A	No
Special Accounts Clerk, Senior Grade	5	Gas Accounting	Microsoft Office Principles of Accounting I & II	N/A	No
Sr. Customer Care Specialist	5	Contact Center	Complete CC&B Training	Selection from the 5 CCS applicants with the highest seniority	Yes

Job Title	Level	Department	Pre-Requisite	Selection Agreement	Certification
Operations Representative	5	Locating	N/A	Open selection from Level 4's	No
Operations Representative	5	Workload Administration	N/A	Open selection from Level 4's	No
Engineering Records Clerk	5	GIS and Asset Data	N/A	Bid process	No
Credit Representative Accounting Records Clerk	5	CCS- Correspondence	Complete CC&B Training	2000 Agreement Level 4 BQA, Senior CCS, CCS (credit)	No
Credit Representative	5	CCS-Credit Collection	Complete CC&B Training	N/A	No
Construction Clerk	5	Construction Operations	N/A	N/A	Yes
Auxiliary Equipment Operator	5	Computer Operations	N/A	Bid process	No
Billing Specialist II	5	CCS-Billing Operations	Complete CC&B Training	2000 Agreement Billing Operations Senior CCS, CCS (Credit), Resource Management, Customer Development, and CCS Miscellaneous Billing.	Yes
Accounting Records Clerk	5	HR Administration Support (Payroll)	• N/A	Bid process	No
Accounting Records Clerk	5	Gas Transportation	Complete CC&B Training	Bid process if the department has a Level 6	No
Service Clerk	4	CCS- Correspondence	Complete CC&B Training	N/A	No
Miscellaneous Billing Representative II	4	Miscellaneous Billing	 Principles of Accounting I & II Complete CC&B Training 	N/A	No
General Accounting Clerk	4	Money Management	Principles of Accounting I & II	N/A	No
General Accounting Clerk	4	Accounts Payable	Principles of Accounting I & II	N/A	No
Collector	4	CCS-Credit Collection	Complete CC&B Training	N/A	No
Service Clerk	4	CCS-Credit Collection	Complete CC&B Training	N/A	No
General Office Clerk	3	BQA	Complete CC&B Training	From CCS	No
Service Office Clerk	3	System Operations	Complete CC&B Training	N/A	No
Miscellaneous Billing Representative I	3	Miscellaneous Billing	Complete CC&B Training Principles of Accounting I	N/A	No
Service Office Clerk	3	CCS-Credit Collection	Complete CC&B Training	N/A	No
Data Clerk	3	CCS-Credit Collections	Complete CC&B Training	N/A	No
General Office Clerk	3	CCS-Credit Collections	Complete CC&B Training	N/A	No

CC&B Training & Pre-requisite

Clerical employees will be given the opportunity to take and pass the Customer Care & Billing (CC&B) training course. Clerical employees that are unable to successfully pass the CC&B training course will be ineligible to re-take the CC&B training course for a 12-month period.

CC&B training will be offered annually for those who desire to promote into roles that require this class as a pre-requisite. The completion of the CC&B training must be no more than two (2) years prior to the start of the position with a CC&B pre-requisite. This requirement may not apply if an employee's previous job responsibility required utilization of CC&B, provided that previous CC&B training had been completed. For employees who have successfully completed CC&B training in prior years and do not desire to take retake the CC&B training session, the company will provide opt out testing and refresher training in the form of computer-based training on an as needed basis. An individual must successfully complete the opt out testing within two (2) years of applying for positions. In the event an individual fails the opt out testing, they will be required to successfully complete the CC&B promotional training course in order to be considered eligible for a position requiring CC&B. Employees promoting from a Customer Experience department (Billing, Credit, or Customer Care), excluding Remittance will not be subject to this policy due to the daily use of CC&B.

6. All qualified Customer Care Specialists may volunteer, on a seniority basis, to fill positions in a Spanish-speaking queue that will manage calls from Spanish and non-Spanish speaking callers. The Company will designate a number of positions for the Spanish language queue based on its determination of business needs and call volumes, and retains discretion to increase or to decrease the number of available positions in the queue at any time. To be eligible for volunteering for and remaining in the Spanish language queue, a Customer Care Specialist must demonstrate the ability to speak Spanish, have adequate language skills to converse with customers, and continue to meet performance standards to the Company's satisfaction. Additionally, each Customer Care Specialist must commit to remain in the Spanish language queue for at least one year. If there are inadequate resources from the existing pool of volunteers, the company would then be able to hire new employees to fill the queue; these newly hired employees will remain in the Spanish queue indefinitely or until they otherwise promote or reassign consistent with the CBA.

Customer Care Specialists in the Spanish language queue will receive a premium of \$1.00 for all hours worked in the pool, regardless of the types of calls handled. Spanish language queue staffing will be independent of all non-Spanish queues staffing in regard to shifts, hours of work, and breaks. Removal from the Spanish Queue will make affected employees ineligible for the \$1.00 for all hours, and will return them to normal provisions regarding shifts, hours of work, and breaks.

7. Clerical employees are strictly prohibited from accessing, adjusting, or manipulating their own gas account information, or any other information of their own, in any Company customer information system. This includes, but is not limited to, the Credit, Billing, Scheduling, Remittance, Accounts Payable/Receivable, Procurement and Damage Prevention systems. Clerical employees who are not expressly authorized to access an account (including, but not limited to, co-worker accounts or co-worker information) as part of their job assignments in any Company customer information system are strictly prohibited from doing so. Clerical employees will be required to read and to acknowledge a form to this effect.

Clerical employees who are found to be in violation of this section will be subject to termination of employment. The discharge of an employee found in violation of this section will not be subject to the provisions of Article VIII (grievance procedure). The Union and the Company agree that the only issue subject to Article VIII is whether an employee violated any of the terms of this section. If so determined by an arbitrator, the arbitrator shall have no power to modify the disciplinary penalty imposed.

8. Job Levels

Level 1Level 2Level 2A(Entrance Level)(Entrance Level)(Entrance Level)ClerkGeneral ClerkCustomer Care Specialist

Level 3

Accounting Clerk
Call Center Representative
Data Clerk
General Office Clerk
Office Machine Operator
Sales Office Clerk
Secretarial Stenographer I
Service Office Clerk
Stores Office Clerk
Treasury Specialist
Misc. Billing Rep. I

Level 4

Accounting Machine Clerk, Sr. Grade
Call Center Representative II
Collector
Control Clerk
Data Entry Operator, Senior Grade
Gas Supply Purchasing Clerk
General Accounting Clerk
Office Machine Operator, Sr. Grade
Secretarial Stenographer
Service Clerk
Station Clerk
Misc. Billing Rep. II
Billing Specialist I

Level 5

Accounting Records Clerk
Auxiliary Equipment Operator
Construction Clerk
Credit Representative
Engineering Records Clerk
Environmental Representative
Operations Representative
Real Estate Representative
Billing Representative II
Special Accounts Clerk, Senior Grade
Senior Customer Care Specialist
Transmission Representative
Treasury Records Clerk
Billing Specialist II

Level 6

Lead Accounting Clerk Output and Tape Control Clerk Service Representative Transportation Billing Clerk Billing Specialist III <u>Level 7</u> General Analysis Clerk Senior Clerk Billing Specialist Level 8
Console Operator

9. Billing Operations

- 1.) All Billing & Meter Reading (Billing Operations) assignments will be appropriate for Level 5's.
- 2.) 20 Billing & Meter Reading (Billing Operations) Level 5 positions will be filled by seniority utilizing the selection agreement, after ratification of this agreement (2020).
 - a. For Level 4's to be promoted, the normal assessments will be administered. There shall be one opportunity to pass the assessment. For Level 4's (within the department) who do not wish to promote into the Level 5 positions or cannot pass the assessment, they will be considered excess until another position becomes available. During this time, those Level 4's will be expected to perform departmental work and will receive upgrade pay relative to the work assignment.
- 3.) The company agrees to maintain 20 Level 5's in Billing Operations for the duration of the current 2020 2023 agreement (CBA).
- 4.) Incumbent departmental Field Level 6's (3) will live out the role as Admin Level 6's reporting to their current regional office, while the company implements technology improvements such as decommissioning older technology systems (SB Mainframe) and AMI installations. If the company does not implement technology improvements in 2020 as expected, the company will agree to revisit the roles and responsibilities of the Level 6's to assess if ample workload exists to backfill a Level 6 position in January 2021.
- 5.) Future departmental postings will be posted as a Level 5 and the reposting location will be the General Office (Naperville).

EXHIBIT B – (Physical) Lines of Promotion and Demotion

EXHIBIT B

LINES OF PROMOTION AND DEMOTION (PHYSICAL BARGAINING UNIT) General Notes

- 1. Each line of promotion and demotion shall be applied by service time on a company-wide basis, except as noted. The lines of promotion and demotion as of the ratification date of the parties' 2020-2023 CBA shall be maintained unless changed by mutual consent of the Company and Local Union 19.
- 2. Part-time employees promoting to full-time positions will be promoted based on their seniority with other employees in their previous full-time job classification.
- 3. A vacancy in the Helper classification shall be filled by:

A voluntary lateral transfer of a Helper provided the employee has at least 24 months in his/her present Helper assignment and has not been offered a promotional opportunity (excluding *X). The 24-month restriction may be waived by mutual consent. When there is more than one lateral in a department, the Company and the Union will work out the timing of the laterals.

- 4. The Company will develop training programs for promotion to all classifications. Additionally, the Company will suggest independent courses, which the employees may pursue to aid in their promotional development. Such courses, if approved, would qualify for in-company tuition refund program.
- 5. Employees being considered for promotion will be given a training and qualifying period as provided under Article III, Section 11. Extensions may be granted by mutual consent. Employees who fail to certify or successfully complete the qualifying period, will be returned to their former job classification.
- 6. Testing agreed to by the Company and the Union will be implemented for Meter Readers and Helpers hired after 2007 promoting to a mechanic level job classification or equivalent.
- 7. Selection of Utility Inspector

Following ratification of this agreement, the Company will fill sufficient Utility Inspector positions to reach a total of 43 (including incumbents). Once filled, the Company will maintain at least 27 Utility Inspectors for the duration of the agreement. Even though the number of actual Utility Inspectors may exceed 43 at any point in time, the Company is not obligated to keep more than 27 positions filled under this article.

When the Company fills an opening in any Utility Inspector job classification, it will come from employees currently in classifications listed in the promotional series as found in Exhibit B (Physical) of the CBA. In addition to other applicable promotional requirements in the CBA, to be eligible to participate in this promotional series, employees must take and complete qualification testing. Materials will be made available for the employees to review in advance of such testing. The Company will

have the right to choose any employee who has completed at least 18 years of service, and successfully completed the testing. The selection of an employee, made according to the criteria set forth in this Agreement, will not be subject to the grievance procedure. An employee passed up under the bidding process outlined in the Agreement will, upon inquiry, be informed by the Company of the reason why he/she was not promoted.

8. Automated Meter Reading/Automated Meter Infrastructure

The Company and the Union agree that the Company has the right to implement or cease implementing, in whole or in part, automated meter reading/automated meter infrastructure (AMR/AMI), and has the exclusive discretion to determine the content, scope, timing, and duration of such program.

9. Utility Specialist

In connection with the establishment of AMR/AMI, the Company has the right to create (or eliminate) a new entry level Field Operations AMR/AMI Utility Specialist classification ("Utility Specialist"), and to determine the job duties to be performed by such classification, in its exclusive discretion. The general job duties of a Utility Specialist shall include but not be limited to the following:

- Read Meters
- Change batteries (ERT)
- Change ERTs
- Atmospheric Corrosion Checks
- Corrosion Pipe to Soil Reads
- Direct Observations
- Turn Offs
- Inside Leak Surveys
- Leak Survey
- Painting
- Special Meter Reads/Verifications

In addition to the foregoing general job duties, the Utility Specialist, Storage job classification shall include, but not be limited to, the following general job duties:

- CDL Driver's License required
- Coating application & repair: Brushed and Sprayed (Task and OQ)
- Damage prevention while Excavating Distribution and Transmission (OQ only)
- Monitoring above ground piping for Atmospheric Corrosion (Monitor and OQ only)
- Applying protective coatings: Hot wrap and Wax wrap, Painting (Task and OQ)
- Connecting exothermic test leads (Task and OQ)
- Maximum Allowable Operating Pressure: Steel Pipelines (OQ only)
- Pressure limiting and Regulator stations: Telemetering or recording gauges (Task and OO)
- Prevention of accidental ignition (Task and OQ)
- Recognizing abnormal operating conditions: Storage and Transmission (Task and OQ)
- Changing well charts: IW and observation wells (Task and OQ)
- Taking deadweights and pressures (Task and OQ)

- Reading IW and observation wells (Task and OQ)
- Changing orifice plates (Task and OQ)
- Putting a well online (OQ only) > 1 per shift qualifies for daily upgrade
- Performing tap station run (Task and OQ) (Storage Tap Station Responsibility Only)
- Changing tap station charts (Task and OQ) (Storage Tap Station Responsibility Only)
- Putting a station on bypass (Task and OQ) *Notify Supervisor for instructions <u>AOC Only</u>

Except where the parties have expressly and specifically agreed otherwise, the Utility Specialist job classification shall be the equivalent of the leak survey specialist job classification in the terms of the CBA and in all other agreements and understandings between the Company and the Union, including but not limited to wage rates and for other benefits and compensation purposes. While the Company's present intention is to grandfather current Meter Readers/Helpers and to allow them to remain in such job classification if they desire to do so, the Company shall have the right to retrain existing Meter Readers/Helpers as Utility Specialists, and to lay them off consistent with the CBA, if they do not successfully complete retraining. The Company shall advise the Union when the Meter Reader/Helper job classification no longer exists. Should the Company decide to eliminate the Utility Specialist job classification, it may replace it with another entry level classification.

Notwithstanding the foregoing and any other provision of the CBA or any other agreements or understandings between the Company and the Union, the Company shall have the right to hire directly into the Utility Specialist job classification.

10. Distribution Plastic Laborer

The existing Distribution Plastic Laborer classification shall be the classification immediately above the Utility Specialist in the CBA Physical Bargaining Unit promotion sequence, and except where the Company and the Union have expressly and specifically agreed otherwise, the terms of the CBA and in all other agreements and understandings between the Company and the Union shall be conformed to reflect the positioning/sequencing of the Distribution Plastic Laborer job classification in relation to the Utility Specialist job classification.

11. Operations Technicians

In addition to performing the roles and responsibilities of an Operations Mechanic, the following additional responsibilities will be a proper assignment for an Operations Technician:

- Leak equipment calibration
- Pin gauge calibration
- Setting/observing/removing gauges, e.g., survey gauges
- Turn-Ons/Turn-Offs
- Setting/observing/removing system charts
- Leak repair by standard process and by utilizing anaerobic sealant
- Fix Factors
- Differentials
- Service (Curb Valve) Valve Inspection

- System valve inspections
- Single regulator commercial industrial inspections (excludes Rockwell 243 and Fisher 99 regulators)
- Installing/revising meter sets
- TC Head exchange and maintenance
- On the job mentoring of Operations employees

All work listed above is considered proper 1-person work for Operations Technicians. In the event an Operations Technician requests assistance to complete a task listed above and assistance is provided it will not preclude the Technician from completing the work. A planned assist should come from Field Operations. An unplanned assist could also come from System Operations.

All current and future Operations Technicians shall be trained and qualified to perform the above work assignments. Successful completion of training and certification including all of the responsibilities above shall be a requirement for all future Operations Technicians.

In situations where Operations Technicians are scheduled to perform their responsibilities referenced above, during planned and scheduled overtime, the Company will offer System Operations employees from the reporting center where the overtime work is being performed the opportunity to work overtime first, except when such overtime work is incidental to the Operations Technicians' entire day of planned overtime. Also excluded from such overtime work opportunities are (1) incidental overtime job assignments; and (2) incidental extended day job assignments, when an Operations Technician works overtime during his/her regular schedule.

An Operations Technician will not be called out to perform the responsibilities referenced above until all eligible System Operations employees have been offered the overtime opportunity first, consistent with existing call out practice. If an Operations Technician is already out in the field, he/she is to be available to respond or to assist in the Company's exclusive discretion.

The Company will fill sufficient Operations Technician positions to reach a total of 25 (including incumbents). Once 25 are filled, the Company will maintain at least 17 Operations Technicians for the duration of the current (CBA) agreement.

Operations Mechanics shall not be trained or upgraded to Operations Technician until such time as the Company fills 25 Operations Technician positions.

12. Crew Leaders

When the Company determines it is necessary to fill vacancies in a Crew Leader job classification, such vacancies will be filled by employees currently in job classifications listed in the promotional series as found in Exhibit B (Physical) of the CBA. When positions are posted in multiple locations simultaneously, the employee will be able to apply for all desired positions and will be required to designate one primary location (from the current positions posted) to help establish a viable candidate list (set the pace).

The Company will have the right to select as a Crew Leader any employee, provided that the selection of the successful candidate(s) will be made in the Company's discretion from candidate(s) whose seniority date is within five (5) years of the highest seniority candidate for that particular vacancy identified as a primary location. If an employee bids on only one location, that location will be considered primary. (If a higher seniority candidate has been selected for another Crew Leader vacancy, the Company will then consider candidates within five (5) years of the next highest seniority candidate for the vacancy).

The selection of an employee pursuant to the criteria set forth in this section will not be subject to the parties' grievance procedure, set forth in Article VIII of the CBA. An employee not selected for a Crew Leader position will, upon request of the Union, be informed by the Company as to why he/she was not selected.

In addition to other applicable promotional requirements in the CBA, to be eligible to participate in the Crew Leader promotional series, after selection, employees must take, and pass qualification testing established by the Company in its discretion. Materials will be made available for the employees to review in advance of such testing.

The Company and the Union agree that the Crew Leader position remains a right of selection position for future Crew Leader positions in the Field Operations, Construction Operations, Fleet, Storage, and Construction departments as provided for in this section.

The company agrees to post two (2) Crew Leader positions subsequent to ratification of the new agreement, and in a timeframe consistent with Technical Training.

13. The Company will maintain a minimum of 10% of the System Operations Department (Physical) workforce as Senior Specialist (S5) for the duration of the CBA. After ratification of the 2020 collective bargaining agreement, the Company will promote four S4's to S5's above the 10%; however, following those promotions, the Company will continue to be obligated to maintain only a minimum of 10% for the duration.

The Company will fill the Four S4 positions vacated as a result of the promotions outlined in the previous paragraph. As a one-time event, the Company will fill those four positions and eight additional S4 positions (a total of twelve, with eight being in System Operations and four being in CRT) with S3's and S2's. After these 12 promotions any further promotion to S4 System Operations will follow the Promotional Sequence – System Operations Department chart in this Exhibit B.

- 14. Upon ratification of the CBA, the incumbent Sr. Controller (S3) employees will have the first opportunity for any S4 (Specialist) and S5 (Sr. Specialist) promotions for the duration of this CBA.
- 15. Any employee not currently in the System Operations Department line of promotion and demotion who chooses to promote into the System Operations Department will be required to have three (3) years of System Operations Department seniority in order to be eligible for a Sr. Specialist (S5) promotion.

- 16. A.) S4 Specialist Transmission will come from S2 Controller Transmission, S3 Sr. Controller, and S2 Controller, based on seniority. Example: An S2 Controller or S2 Controller Transmission with more seniority than S3 Sr. Controller will be asked before less senior S3.
 - B.) System Operations S4 Specialist will come from S3 Sr. Controller first and then open to both internal and external candidates based on the Promotional Sequence System Operations Department chart in this Exhibit B.
- 17. The S1 (System Laborer) and S2 (System Controller) System Operations job classifications will not be eligible for promotional opportunities to the S5 (Sr. Specialist) job classification.
- 18. When an employee from outside the System Operations line of promotion and demotion is offered and accepts a promotion to the Specialist (S4) job classification, and for any reason fails to certify as a Specialist (S4), that employee will be returned to their former job classification outside of the System Operations line of promotion and demotion.
- 19. All Specialist (S4), Sr. Specialist (S5), Specialist Transmission (S4), Sr. Specialist Transmission (S5), and Sr. Specialist Transmission Arc Welder (S5) that have passed the Boom Truck certification as of the ratification of 2020 contract will be required to maintain the certification. Furthermore, all employees then in training or subsequently promoting into said positions will be required to pass and maintain Boom Truck Certification. The Company agrees the assignment of Boom Truck Crane Operation is a proper assignment for Specialist (S4). Employees that are not in training / certification process and have already failed Boom Truck certification prior to ratification of this contract will be grandfathered in and will not be required to retest or hold the certification. However, these employees may elect to certify later upon mutual agreement between the company and the union.

The frequency of recertification will be based on federal code. If federal code changes the company and the union agree to adjust the recertification accordingly. Employees will be afforded adequate time to study for both the written and physical portion of the certification.

The Boom Truck test is multiple parts, written and hands on. Both portions will be considered a separate tract for failures during retesting and recertifying. In the event a previously certified employee fails to recertify the written and / or physical test, the employee will be afforded formal training within three months. If the employee fails the second attempt at the three-month interval a third formal training and test will be provided within the following three months. If at that time the employee fails, the third time they will be demoted to S3 Senior Controller.

MEMORANDUM REGARDING WIRE WELDER JOB CLASSIFICATION

- 1. The company and the union agree to establish a "MIG Welder" job classification within the Operating Lines of Promotion and Demotions. This job classification will require the employee to certify in Gas Welding and Wire Welding and maintain those certifications in addition to the certification requirements of the next lower job classification within the department (see #4 below).
- 2. Rate of pay for the MIG Welder job classification will follow the time and rate schedule #67 in Exhibit A, which has a current maximum rate of \$39.57. This classification will be filled in accordance with Exhibit B, Physical.
- 3. MIG Welder candidates will be required to certify and remain certified in Gas Welding and Wire Welding per current company procedures. If an employee fails to certify as a MIG Welder, the employee will be demoted to the employee's former job classification and ineligible for promotion in accordance with Exhibit B, Physical. Recertification procedures will be amended and outlined in the party's memorandum regarding welding recertification.
- 4. Employees that have successfully promoted to and certified as MIG Welder will be required to be trained and certified (and/or maintain these certifications) to perform all tasks of the lower job classification within the respective department (Distribution Mechanic for Distribution MIG Welder, Distribution Plastic Operator for Construction Operations MIG Welder), including CDL certification and *SCBA certification (*for FOD Wire Welder job classification only). If an employee fails to certify in any lower job classification, the employee shall be returned to the employee's former job classification and ineligible for promotion in accordance with Exhibit B, Physical.
- 5. Any Distribution Mechanic work assignments will also be proper assignment for Distribution MIG Welder. Any Distribution Plastic Operator assignments will also be proper assignment for Construction MIG Welder.
- 6. If an employee in the Distribution MIG Welder or the Construction MIG Welder position is later disqualified as a MIG Welder, the employee will be demoted to the highest job classification for which the employee is certified at the time of the MIG Welder disqualification and will maintain his/her same seniority position.
- 7. Exhibit B, Physical will be amended such that Arc Welder Positions come from the Wire Welder job classification only.
- 8. Distribution MIG Welder positions will be combined with the Mechanic overtime and callout lists.
- 9. Posting and filling any MIG Welder Position(s) will be done at the discretion of the company. The company will initially post for and fill 9 MIG Welder positions.

(CONTINUED)

OTHER DETAILS – MIG WELDER

- The company agrees to post and fill up to a total of 20 Arc Welders and will maintain a total of 17 Arc Welders for the duration of the current agreement.
- Distribution MIG Welders will be included with the Distribution Mechanics for purposes of shift rotation, after-hours callout, dedicated standby rotation, and for purposes of scheduling vacation and overtime.
- Construction Operations MIG Welders will be included with Distribution Plastic Operators for purposes of shift rotation, and for purposes of scheduling vacation and overtime.

Promotional Sequence – Operating Department

Title	Comes From	Promotes To	Demotes or Transfers To
Utility Inspector (Operations) Utility Inspector (Asset Protection) Utility Inspector – Tool Repair	Companywide bidding (System Operations – not eligible) (Selection of Utility Inspector)		Demotes back to former job classification
Distribution Crew Leader ¹ Construction Crew Leader ¹	Distribution Arc Welder Construction Arc Welder Distribution Technician		Distribution Arc Welder Construction Arc Welder Distribution Technician
Distribution Arc Welder Construction Arc Welder	(Effective 2020) Wire Welder ONLY (2020 Live Out Job Classifications) Distribution Technician Distribution Plastic Operator Distribution Mechanic	Distribution Crew Leader Construction Crew Leader	Distribution Technician* Distribution Plastic Operator Distribution Mechanic
Sr. Distribution Plastic Operator	Distribution Technician Watch and Protect Locator Distribution Plastic Operator Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Mechanic (Distribution/Operations) Distribution Plastic Laborer Leak Survey Specialist		Distribution Technician Watch and Protect Locator Distribution Plastic Operator Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Mechanic (Distribution/Operations) Distribution Plastic Laborer Leak Survey Specialist
Distribution Technician Operations Technician ²	Distribution Mechanic Operations Mechanic Distribution Plastic Operator Watch and Protect Locator Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Controller (S2) Fleet Mechanic	Distribution Crew Leader Construction Crew Leader (2020 Live Out Job Classifications) Distribution Arc Welder Construction Arc Welder	Distribution Mechanic Operations Mechanic Distribution Plastic Operator Watch and Protect Locator Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Controller (S2) Fleet Mechanic

^{*}Those promoted to Arc Welder shall be trained and certified as a Distribution Technician at the time any less senior employee promotes to Technician. Those unable to certify return to their former job classification in the event of demotion.

¹ For Distribution/Construction Crew Leader promotions see Exhibit-B Section 12.

² Upon ratification of the 2017-2020 CBA, Operations Technicians are only eligible for companywide bid jobs. They are ineligible for any other promotional opportunities.

Promotional Sequence – Operating Department (continued)

Title	Comes From	Promotes To	Demotes or Transfers To
Semi-Truck Operator ³	Material Handling Mechanic Distribution Mechanic Operations Mechanic Distribution Plastic Operator Watch and Protect Locator Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Controller (S2) Fleet Mechanic		Material Handling Mechanic Distribution Mechanic Operations Mechanic Distribution Plastic Operator Watch and Protect Locator Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Controller (S2) Fleet Mechanic
Watch and Protect Locator	Distribution Mechanic Operations Mechanic Fleet Mechanic Controller (S2) System Laborer (S1) Distribution Plastic Laborer Leak Survey Specialist Utility Specialist	Sr. Distribution Plastic Operator Distribution Technician Operations Technician Fleet Technician Material Handling Technician Sr. Controller (S3)	Distribution Mechanic Operations Mechanic Fleet Mechanic Controller (S2) System Laborer (S1) Distribution Plastic Laborer Leak Survey Specialist Utility Specialist
Wire Welder	Distribution Mechanic Operations Mechanic Sr. Operations Mechanic Distribution Plastic Operator	Distribution Arc Welder Construction Arc Welder Distribution Technician Operations Technician	Former Job Classification (Highest Current Certification)
Distribution Plastic Operator	Distribution Mechanic Operations Mechanic Controller (S2) Fleet Mechanic Distribution Plastic Laborer	Sr. Distribution Plastic Operator Distribution Arc Welder Construction Arc Welder Distribution Technician Operations Technician Sr. Controller (S3) Fleet Technician Material Handling Technician Semi-Truck Operator Wire Welder	Distribution Mechanic Operations Mechanic Controller (S2) Fleet Mechanic Distribution Plastic Laborer
Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic	Distribution Mechanic Operations Mechanic Controller (S2) Fleet Mechanic	Distribution Technician Operations Technician Sr. Controller (S3) Fleet Technician Material Handling Technician Semi-Truck Operator Sr. Distribution Plastic Operator Wire Welder	Distribution Mechanic Operations Mechanic Controller (S2) Fleet Mechanic

³ Semi-Truck Operator employees currently at the title as of 03/01/14 are not eligible to promote.

Promotional Sequence – Operating Department (continued)

Title	Comes From	Promotes To	Demotes or Transfers To
		Sr. Distribution Plastic Operator	
Distribution Mechanic	Distribution Plastic Laborer	Distribution Arc Welder	Distribution Plastic Laborer
Operations Mechanic	Leak Survey Specialist	Construction Arc Welder	Leak Survey Specialist
_	Utility Specialist	Operations Technician	Utility Specialist
	Material Handling Mechanic	Sr Operations Mechanic	Material Handling Mechanic
	Meter Reader	Sr. Operations Cross-Tie Mechanic	Meter Reader
	Helper	Distribution Plastic Operator	Helper
	System Laborer (S1)	Watch and Protect Locator	System Laborer (S1)
		Sr. Controller (S3)	
		Fleet Technician	
		Material Handling Technician	
		Semi-Truck Operator	
		Wire Welder	
		Distribution Plastic Operator	
Distribution Plastic Laborer	Leak Survey Specialist	Distribution Mechanic	Leak Survey Specialist
	Meter Reader	Operations Mechanic	Meter Reader
	Helper	Storage Mechanic	Helper
	Utility Specialist	Fleet Mechanic	Utility Specialist
		Controller (S2)	
		System Laborer (S1)	
		Sr. Distribution Plastic Operator	
Leak Survey Specialist	Meter Reader	Distribution Plastic Operator	Meter Reader
	Helper	Distribution Mechanic	Helper
		Operations Mechanic	
		Storage Mechanic	
		Fleet Mechanic	
		Material Handling Mechanic	
		System Laborer	
		Distribution Plastic Laborer	
		Distribution Mechanic	
Utility Specialist ⁴	Meter Reader	Operations Mechanic	Meter Reader
	Helper	Storage Mechanic	Helper
	Locator	Fleet Mechanic	
	Outside Company (external hire)	Material Handling Mechanic	
		System Laborer	
		Distribution Plastic Laborer	
		Physical Bargaining Unit Positions above the	
Meter Reader/Helper ⁵		Meter Reader/Helper Classification unless noted.	

Individual job classifications part of Operating Department promotional series limited to laterals and promotions.

Utility Specialist – refer to Exhibit B, Section 9
 Upon ratification of the 2017-2020 CBA, Meter Reader employees are ineligible to lateral to the Material Handling Department.

Promotional Sequence – System Operations Department

Title	Comes From	Promotes To	Demotes or Transfers To
Senior Specialist (S5) ⁶	Specialist (S4)		Specialist (S4)
Specialist (S4) ⁷	Senior Controller (S3)	Senior Specialist (S5)	Senior Controller (S3)
Specialist - Transmission (S4) ⁸	Controller – Transmission (S2) Senior Controller (S3) Controller (S2)	Senior Specialist (S5)	Controller – Transmission (S2) Senior Controller (S3) Controller (S2)
Senior Controller (S3)	Controller (S2) Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Distribution Mechanic Operations Mechanic Distribution Plastic Operator Fleet Mechanic Watch and Protect Locator	Specialist (S4)	Controller (S2) Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Distribution Mechanic Operations Mechanic Distribution Plastic Operator Fleet Mechanic Watch and Protect Locator
Controller (S2)	System Laborer (S1) Distribution Plastic Laborer Meter Reader Helper Utility Specialist Leak Survey Specialist Sr. Locator	Senior Controller (S3) Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Distribution Plastic Operator Watch and Protect Locator Semi-Truck Operator Distribution Technician Operations Technician Fleet Technician Material Handing Technician MIG Welder	System Laborer (S1) Distribution Plastic Laborer Meter Reader Helper Utility Specialist Sr. Locator
System Laborer (S1)	Meter Reader Helper Utility Specialist Distribution Plastic Laborer Sr. Locator Specialist, Locator Locator	Controller (S2) Distribution Mechanic Operations Mechanic Storage Mechanic Fleet Mechanic	Meter Reader Helper Utility Specialist Distribution Plastic Laborer Sr. Locator Specialist, Locator Locator

⁶ The Company will maintain 90 System Operations employees for the term of the current agreement. Refer to Exhibit B, Section 11. ⁷ Refer to Exhibit B Physical, Sections 16A, 16B, and 17

⁸ Specialist - Transmission comes from Senior Controller (S3), Controller (S2), and Controller - Transmission (S2) based on seniority

Promotional Sequence – Fleet Management Department

Title	Comes From	Promotes To	Demotes or Transfers To
Fleet Management Crew Leader ⁹	Fleet Management Technician		Fleet Management Technician
Fleet Management Technician	Fleet Management Mechanic Distribution Mechanic Operations Mechanic Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Distribution Plastic Operator Watch and Protect Locator Controller (S2)	Fleet Management Crew Leader	Fleet Management Mechanic Distribution Mechanic Operations Mechanic Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Distribution Plastic Operator Watch and Protect Locator Controller (S2)
Fleet Management Mechanic	Meter Reader Helper Utility Specialist Distribution Plastic Laborer System Laborer (S1) Material Handling Mechanic Leak Survey Specialist Outside Company (external hire)	Fleet Management Technician Distribution Technician Operations Technician Sr. Operations Mechanic Sr. Operations Cross-Tie Mechanic Distribution Plastic Operator Watch and Protect Locator Controller (S2) Sr. Controller (S3) Material Handling Technician Semi-Truck Operator	Meter Reader Helper Utility Specialist Distribution Plastic Laborer System Laborer Material Handling Mechanic
Fleet Management Helper	Meter Reader Helper Outside Company (external hire)	Physical Bargaining Unit Positions above the Meter Reader/Helper Classification unless noted.	Meter Reader Helper

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⁹ For Fleet Management Crew Leader promotions see Exhibit-B Section 12.

Promotional Sequence – Storage Department

Title	Comes From	Promotes To	Demotes or Transfers To
Storage Crew Leader ¹⁰	Storage Arc Welder Storage Technician		Storage Arc Welder Storage Technician
Storage Arc Welder	Storage Mechanic Storage Technician	Storage Crew Leader	Storage Mechanic Storage Technician
Storage Technician	Storage Mechanic	Storage Arc Welder Storage Crew Leader	Storage Mechanic
Storage Mechanic	Storage Helper Distribution Plastic Laborer Leak Survey Specialist Utility Specialist Meter Reader Helper	Storage Technician Storage Arc Welder	Storage Helper Distribution Plastic Laborer Leak Survey Specialist Utility Specialist Meter Reader Helper
Utility Specialist	Meter Reader Helper Outside Company (external hire)	Physical Bargaining Unit Positions above the Meter Reader/Helper Classification unless noted.	Meter Reader Helper

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 $^{^{10}}$ For Storage Crew Leader promotions see Exhibit-B Section 12.

Promotional Sequence – Meter Shop Department

Title	Comes From	Promotes To	Demotes or Transfers To
Meter Shop Sr. Technician	Meter Shop Technician		Meter Shop Technician
Meter Shop Technician	Meter Shop Mechanic	Meter Shop Sr. Technician	Meter Shop Mechanic
Meter Shop Mechanic	Meter Shop Helper	Meter Shop Technician	Meter Shop Helper
Meter Shop Helper ¹¹	Meter Reader Helper	Physical Bargaining Unit Positions above the Meter Reader/Helper Classification unless noted.	Meter Reader Helper

Refer to Exhibit C Memorandum of Agreement Regarding Measurement Department Personnel Transition to Non-bargaining

¹¹ Effective upon ratification of the 2017-2020 CBA, the Measurement Department (Meter Shop) personnel will transition to non-bargaining unit positions per the terms of the Memorandum of Agreement RE: Measurement Department Personnel Transition to Non-Bargaining in Exhibit C of the CBA.

Promotional Sequence – Material Handling Department

Title	Comes From	Promotes To	Demotes or Transfers To
Material Handling Technician Material Handling Mechanic	Material Handling Mechanic Senior Operations Mechanic Senior Operations Cross-Tie Mechanic Distribution Mechanic Operations Mechanic Distribution Plastic Laborer Watch & Protect Locator Meter Reader Helper Leak Survey Specialist Utility Specialist	Material Handling Technician Distribution Mechanic Operations Mechanic Storage Mechanic Fleet Mechanic Controller (S2) System Laborer (S1)	Material Handling Mechanic Senior Operations Mechanic Senior Operations Cross-Tie Mechanic Distribution Mechanic Operations Mechanic Distribution Plastic Laborer Watch & Protect Locator Meter Reader Helper Leak Survey Specialist Utility Specialist
Material Handling Helper ¹²	Helper Outside Company (external hire)	Physical Bargaining Unit Positions above the Meter Reader/Helper Classification unless noted.	none

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¹² Upon ratification of the 2017-2020 CBA, Meter Reading (Helpers) employees are ineligible to lateral to the Material Handling Department.

Promotional Sequence – Facility Services Department

Title	Comes From	Promotes To	Demotes or Transfers To
G.O. Equipment Technician	Senior Facility/Property Mechanic		Senior Facility/Property Mechanic
Senior Facility/Property Mechanic	General Facility/Property Mechanic	G.O. Equipment Technician	General Facility/Property Mechanic
General Facility/Property Mechanic	Facility Service Helper	Senior Facility/Property Mechanic	Facility Service Helper
Facility Service Helper ¹³	Meter Reader Helper	Physical Bargaining Unit Positions above the Meter Reader/Helper Classification unless noted.	Meter Reader Helper

¹³ Facility Service Helpers will have first consideration for promotion to General Facility/Property Mechanic. 72

Promotional Sequence – Asset Protection

	Comes From	Promotes To	Demotes or Transfers To
Title			
Utility Inspector – Asset Protection	Companywide Bidding (System Operations – not eligible) Selection of Utility Inspector		Demotes back to former job classification
Watch & Protect Locator	Distribution Mechanic Operations Mechanic Fleet Mechanic Controller (S2) Controller (S2) System Laborer (S1) Distribution Plastic Laborer Sr. Locator Utility Specialist	Sr. Distribution Plastic Operator Distribution Technician Operations Technician Fleet Technician Material Handling Technician Sr. Controller (S3)	Distribution Mechanic Operations Mechanic Fleet Mechanic Controller (S2) Controller (S2) System Laborer (S1) Distribution Plastic Laborer Sr. Locator Utility Specialist
Sr. Locator	Specialist, Locator	Distribution Mechanic Operations Mechanic Storage Mechanic Fleet Mechanic Controller (S2) System Laborer (S1)	Specialist, Locator Utility Specialist Locator
Specialist, Locator (Minimum 12 months for promotion inside or outside of AP)	Locator Laterals: Utility Specialist (Add Locating OQ to Utility Specialist training & certification) Leak Survey Specialist	Sr. Locator Distribution Plastic Laborer System Laborer (S1) Material Handling Mechanic Fleet Mechanic Storage Mechanic Operations Mechanic Distribution Mechanic	Locator
Locator ¹⁴ (Minimum 24 months for promotion outside of AP, 12 months to Specialist, Locator)	External (new) Hire Meter Reader Fleet Helper	Specialist, Locator Utility Specialist Distribution Plastic Laborer System Laborer (S1) Material Handling Mechanic Fleet Mechanic Storage Mechanic Operations Mechanic Distribution Mechanic	None

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¹⁴ Minimum of 24 months to be eligible for promotion outside of Asset Protection, 12 months to Specialist, Locator.

EXHIBIT C – Memorandums of Agreement

Between

Union Local 19

and

Nicor Gas Company

MEMORANDUM OF UNDERSTANDING Between Union Local 19 (IBEW) and Nicor Gas Company Dated February 9, 1971, Revised March 1, 2017

This Memorandum sets forth the understanding reached between the parties during the course of the 1971 contract negotiations regarding the implementation of the overtime equalization provisions stated in Article IV, Section 17.

The parties agreed and will comply with the following:

- 1. When employees are improperly bypassed in the assignment of overtime:
 - a. The Company will not be obligated to pay for work not performed.
 - b. The bypassed employee(s)* will be offered an opportunity to work an equivalent number of overtime hours within 30 calendar days.
 - c. The number of employees eligible for consideration under item 1(b) is limited to the number that worked the original assignment.
- 2. The bi-weekly computer overtime lists will be used as the basis for all call out procedures.
- 3. Where items 1 and 2 conflict with existing procedures they will be superseded by this Memorandum.

*The bypassed employee is the first employee improperly bypassed with the fewest accumulated overtime hours per the overtime list, excluding any employee who was contacted for the overtime opportunity and was unresponsive and/or declined. In the event that an employee is bypassed for overtime, the first employee bypassed will be given the opportunity to work the equivalent number of hours worked. If the first employee that was bypassed declines the opportunity, the remaining bypassed employee(s) (if any) will be asked up to the employee that responded initially.

REVISED MEMORANDUM OF UNDERSTANDING

Regarding Employees Disabled from Working Between System Local 19 and Nicor Gas

(Dated February 1, 1974)

(Revised February 1, 1985, March 1, 2000, March 1, 2004 and March 1, 2017)

This Memorandum sets forth the understanding reached between the parties during the course of the contract negotiations regarding disabled employees who are unable to perform the required functions of their job classifications.

- 1. The Company will continue to attempt to place such employees on work that they can satisfactorily perform.
- 2. Such disabled employees may be utilized on work that has been traditionally available provided they are capable of performing the work. To this end, it is essential that Union Local 19 representatives cooperate with the Company to facilitate such assignments.
- 3. If the disabled employee is placed in a lower job classification, the provisions of Article VII, Section 5 of the Collective Bargaining Agreements will be applied.
- 4. An employee being administered under the provision of Article VII, Section 5 may transfer or promote to other job classifications in accordance with the provisions of the Collective Bargaining Agreement. Such transfer or promotion will be contingent upon medical proof satisfactory to the Company that the disabled employee can perform all of the required duties of the new job classification.

In the determination of medical proof, the opinion of the employee's doctor may differ from the findings of the Company physician. In that event, the Company will appoint a third physician whose decision will be final.

Any disabled employee who transfers from the physical bargaining unit to the clerical bargaining unit will not be eligible under any circumstances to return to the physical bargaining unit.

- 5. For the remainder of 2017, an employee placed in a lower job classification and administered under the provision of Article VII, Section 5 will receive pension credit for all time spent in the higher job classification based on the pension band in effect at the time of retirement. This section is inapplicable after January 1, 2018, as pension bands will be eliminated.
- 6. In the event the Company determines that no work is available, the following program will be available:
 - a. Extended Disability Income Plan

Disabled employees age 45 or more with at least 23 years of service will be eligible for extended disability payments equal to 50% of their "final pay" (average of highest consecutive 5 years).

These payments would continue until the earlier of:

- (i) Age 55 or,
- (ii) the employee receives a Social Security Disability Award.
- 7. The disability programs outlined in Section 6 is established for employees who:
 - a. are unable to work efficiently because of a disability,
 - b. cannot qualify for the disability provisions of the Retirement Plan.

Illustrative conditions when, with medical evidence, these programs could be applied are:

The employee is no longer physically or mentally capable of performing his/her work in an efficient and satisfactory manner;

Though still capable of performing his/her work satisfactorily, the employee is prevented by chronic illness or physical disability (less than total) from working regularly to the extent that efficiency of operation is interfered with;

An employee's condition is such that although able to perform the duties of his/her job efficiently and satisfactorily, the employee would thereby be jeopardizing his/her health or that of fellow employees or the public.

Memorandum of Understanding Service Technician Residency Requirement March 1, 2017

- 1. Nicor Gas ("Company") and IBEW Local 19 ("Union") agree to supplement the parties' Collective Bargaining Agreement, "Exhibit B" Physical Lines of Promotion and Demotion as stated herein. This agreement applies to any Resident Technician position the Company deems necessary to perform Field Operations work activities including emergency leak response. The Company will post the position as an Operations Technician, and include a residency requirement, in accordance with "Exhibit B" Physical Lines of Promotion and Demotion.
- 2. The position will have a residency requirement. The successful candidate will be required either to live within a designated Service Territory (as defined by the Company) or within a reasonable distance from the designated service territory, as determined and approved by the Company (Residency Requirement).
- 3. Should the successful candidate not already meet the Residency Requirement at the time he/she accepts the promotion, he/she will have nine (9) months from the date of promotion to permanently relocate to the identified Service Territory. Any relocation is at the employee's expense.
- 4. Should the successful candidate be unable to meet the Residency Requirement within nine (9) months (for any reason whatsoever), he/she will be demoted in accordance with the Collective Bargaining Agreement, and be ineligible for any promotion for two (2) years from the date of demotion.
- 5. If the successful candidate has met the Residency Requirement, and later chooses to move out of the designated Service Territory (or approved location), for any reason other than a promotion within the Company, his/her employment will end, and there shall be no grievance, and the provisions of Article VIII shall not apply.
- 6. The Resident Operations Technician will receive the first call for all after hour emergency call outs within the designated Service Territory
- 7. The Resident Operations Technician position requires a significant after-hours call response performance expectation at all times that the employee is not on an approved leave. Failure to reasonably meet this performance expectation may be cause for discipline, up to and including termination of employment.

PROCEDURES FOR TESTING CANDIDATES FOR JOBS REQUIRING CERTIFICATION

(Dated March 31, 1975)

(Revised February 1, 1985, July 1, 1997, March 1, 2000, March 1, 2004, March 1, 2009, March 1, 2014, March 1, 2017, March 1, 2020)

On a semi-annual basis, management will determine, based on workload, whether any vacancies will exist in any classification. If a vacancy exists, the following procedures will apply:

- 1. Contacts for job vacancies in all classifications will be made by the Human Resource Department.
- 2. In order to fill physical bargaining unit promotions in the most efficient manner, in the future the following ground rules should be followed.
 - a. If an employee electronically bids on a promotional opportunity, and is offered the promotional opportunity, and accepts the promotional opportunity, the employee shall have five (5) days from the day the promotion was accepted to rescind the acceptance of the promotion without penalty, regardless of whether or not the employee has been released to training or the new department. An employee who does not rescind the acceptance of the promotional opportunity within the 5-day window and subsequently rescinds it before being released to training or the new department shall be ineligible to bid on any vacancy for one (1) year following rescission. In any case, should the employee rescind acceptance of the position and the company elects to fill the position with another bidder, the same list shall be used so long as the list is no older than thirty (30) days from the date the original posting expired unless mutually agreed upon between the company and the union.
 - b. If an employee has been offered the opportunity to fill a vacancy and has accepted a promotion, the company has no obligation to offer that employee any other job classification, at the same pay level, unless the employee's release from his/her present position has been delayed for more than 20 working days from the date the employee accepted the promotion. In this case, the company would then be obligated to offer any new job classification opportunities that the employee would be eligible for.
 - c. Entry level employees who accept a given vacancy will have the first five (5) working days in the department where the vacancy exists to elect to continue with the training and certification process. Should the candidate decide during the initial time period to return to his/her original job classification, the employee will be ineligible to fill the same vacancy for one (1) year. However, employees within the five (5) day window may be offered promotional opportunities to a higher job classification.
 - d. Any employee, above the entry level, who returns to his/her original job classification, will be ineligible to fill any vacancy for one (1) year.
- 3. Depending on a candidate's existing position and whether they are entering the job classifications listed below, an evaluation of the candidate's skills will be assessed. Candidates training will be administered based on their individual skill needs.
- 4. Candidates will be given an appropriate training and certification period. Training will consist of a combination of classroom training, field training and voluntary home assignments based on the individual's needs. The training periods for classifications requiring certification are:

Job Classification Field Operations	Time Period
Crew Leader	12 continuous weeks
Arc Welder	11 continuous weeks
Distribution Technician (not requiring CDL training	18 continuous weeks
Distribution Technician (requiring CDL training)	21 continuous weeks
Operations Technician (with prior Operations Mechanic certification)	8 continuous weeks
Operations Technician (requiring Operations Mechanic certification)	33 continuous weeks
Senior Operations Mechanic	11 continuous weeks
MIG Welder	8 continuous weeks
Distribution Mechanic (requiring CDL training)	35 continuous weeks
Distribution Mechanic (not requiring CDL training)	32 continuous weeks
Operations Mechanic	25 continuous weeks
Leak Survey Specialist	11 continuous weeks
Utility Specialist	11 continuous weeks
Construction Operations	
Crew Leader	12 continuous weeks
Arc Welder	11 continuous weeks
Utility Inspector	18 continuous weeks
MIG Welder	8 continuous weeks
Distribution Plastic Operator (requiring CDI training)	23 continuous weeks
Distribution Plastic Operator (not requiring CDL training)	20 continuous weeks
Distribution Plastic Laborer	18 continuous weeks

System Operations / Transmission

Arc Welder	11 continuous weeks
Senior Specialist – System Operations (S5)	12 continuous weeks
Specialist – System Operations (S4)	17 continuous weeks
Senior Controller – System Operations (S3)	9 continuous weeks
Controller – System Operations (S2)	13 continuous weeks
System Laborer – System Operations (S1)	12 continuous weeks

Senior Specialist – Transmission (S5)

12 continuous weeks

Specialist – Transmission (S4)

26 continuous weeks

Controller – Transmission (S2)

13 continuous weeks

System Laborer – Transmission (S1)

12 continuous weeks

Asset Protection

Utility Inspector	18 continuous weeks
Watch & Protect Locator	11 continuous weeks
Senior Locator	6 continuous weeks
Specialist, Locator	6 continuous weeks
Locator	9 continuous weeks

Storage

Arc Welder	11 continuous weeks
Storage Technician	20 continuous weeks

Storage Mechanic

Phase 1	16 continuous weeks
Phase 2	14 continuous weeks

Fleet

Fleet Management Technician	20 continuous weeks
Fleet Management Mechanic	20 continuous weeks

The candidate may complete his/her certification any time within the scheduled training period, provided the time is mutually agreeable to both the employee and the company. For positions with modular training, the certification for each module must be completed within specified timeframes

and prior to proceeding to the next module. If the employee fails to be certified on his/her first attempt, he/she will be given a second opportunity within the scheduled period.

- 5. Certification tests will be administered by management personnel selected by the Training Department. The certification will be audited from time to time by the Union.
- 6. When an employee is certified, he/she will be granted a promotional increase in accordance with the terms of the Collective Bargaining Agreement.
- 7. After an employee has been certified, the provisions of Article III, Section 10 (90-day training and qualifying period) shall become effective.
- 8. Employees who accept a promotion and are not released within 60 days will receive a payment of \$100.00 upon certification. In addition, employees will be paid an additional \$50 for every 30 days they are delayed from the initial 60 days upon certification.
- 9. The union and the company agree that the ability to recognize Mercaptan is an essential physical and mental requirement of the job for field employees in all Physical and Clerical job classifications. As such, all employees will be tested initially and subsequently every three (3) years thereafter to ensure compliance with this requirement. The testing will be conducted by Technical Training. Reasonable accommodations will be made as necessary in accordance with applicable law(s).

STATEMENTS COVERING ITEMS OF UNDERSTANDING RE: TWO PERSONS ON STEEL AND PROMOTIONAL SEQUENCE (Dated February 15, 1994 and revised March 1, 2000, March 1, 2009, March 1, 2014 and March 1, 2017)

For promotions, see Article III, Section 7. Qualifications will be determined by testing, training and job experience.

Effective with the ratification of the parties' 2020 collective bargaining agreement, employees may be required to pass a test before being eligible to promote to the mechanic level job classification or any other job classification at the Mechanic rate of pay or a lower rate of pay.

Normally, the installation of plastic services under 2" will be a proper two-person assignment (Laborer and Operator). Normally, the installation of 2" plastic services will be a proper two-person assignment (Crew Leader and Operator).

Normally, new and replacement of services 2" and over other than 2" plastic services, and all new and replacement main installations will require more than two persons with the exception of the installation of 2" or smaller plastic main which will be a proper two person assignment (Crew Leader and Operator). Meter sets, meter move-outs or cross ties, and service valves on risers 1-1/4" or less would be a proper assignment for one employee (Mechanic or Technician).

Repair of P.A.C. or plastic services under 2" during daylight hours will be a proper assignment for one employee. Technician rate will be paid when 2 or more repairs are made during daylight hours. Repair of services less than 2" after dark will be a proper assignment for one person at the Technician rate. Employees can continue to call for a second person when needed, day or night, in lieu of upgrade.

Call out for the repair of services less than 2" will be a proper assignment for two persons. The Lead Person will be paid the Crew Leader rate, and the second person will be at the Mechanic rate or above. During daylight savings time, call-out for the replacement of services less than 2" will be a proper two-person assignment when plastic is the replacement material. The Lead Person will be paid the Crew Leader rate, and the second person will be at the Mechanic rate or above. If daylight savings time no longer exists, it will revert to the same period of time described in months which currently is March through October.

All other Construction and Maintenance work could be assigned to a two-person crew. However, additional personnel will be assigned to a particular job depending on its characteristics. When blowing gas is a factor in repairs on underground mains, more than two persons will be utilized, if necessary, to ensure the protection of the employee and/or the public. It is recognized that other work assignments may also require more than two persons.

However, upgrade to Crew Leader will be based on job assignment not size of the crew. There will be no upgrade to Crew Leader for the installation of new or replaced services under 2", concrete driveway openings and sidewalk openings that have a nominal thickness of 4" or less, alley openings (unless the alley opening requires concrete and spoil removal which necessitates a third person) or when traffic control is required.

MEMORANDUM OF AGREEMENT <u>FIELD OPERATIONS PROJECTS MARCH 1, 2014 AND REVISED MARCH 1, 2017,</u> REVISED MARCH 1, 2020

To leverage the Field Operations workforce fully and efficiently to complete planned project work, the Union and Company have come to the following agreement.

The Company will utilize the existing job classification of Senior Operations Mechanic. The current Senior Cross Tie Mechanic job classification will be eliminated and incumbent employees as of March 1, 2020 will be designated and paid at the Senior Operations Mechanic wage rate and remain in their current locations. Employees promoted into this classification after March 1, 2020 will be designated, trained and certified as Senior Operations Mechanics.

The Company will maintain the department called Field Operations Projects ("Department"), which will have the primary duty of completing project work including but not limited to ongoing various capital work types, meter cross tie piping work, first responder calls, and any other proper assignment for an Operations Mechanic. All Senior Operations Mechanics will be assigned to the Field Operations Projects Department. Employees reporting to the Department will have a separate overtime list, shift schedule, and vacation schedule. The work location for Senior Operations Mechanic positions created after March 1, 2020 is defined to be the service areas covered by the Region in which the positions posted.

The areas covered by Bloomington, Paxton, Stockton, and Carthage will be considered outside of their respective regions for purposes of Field Operations Projects only. Field Operations Projects employees assigned to work in these areas, if any, will be subject to the job site reporting language as described in the collective bargaining agreement.

Promotions to Senior Operations Mechanic shall be in accordance with Exhibit B, Physical (Senior Operations Mechanic). The Company may reassign employees to service centers within the work location at any time. The company may modify the number of positions in this department as deemed necessary.

PROCEDURES FOR HANDLING DRIVER'S LICENSE SUSPENSIONS

This policy will apply to hourly employees who have their driver's licenses suspended and need a license to perform their job assignments:

- 1. An employee caught driving with a suspended driver's license will be placed on a disciplinary suspension until he/she secures either a driver's license or a permit which will allow the employee to perform all of the responsibilities of the job including the ability to drive 24 hours a day and seven days a week. Employees who are unable to secure a license or unrestricted permit within a six-month period from the date of the license suspension will be terminated.
- 2. An employee who notifies the company in advance of his/her suspension, but is unable to maintain his/her license or secure a permit, will be accommodated to the extent that it is practicable from a business standpoint. This accommodation, however, will not include "make work assignments". Also, if the job assignment is in a classification lower than the employee's current classification, the employee would be paid at the maximum rate of the lower job classification. If the employee can be accommodated, they shall not be eligible for mileage reimbursement.

Such an accommodation will last for no more than a 12-month period. If after the 12-month period of time the employee is unable to regain his/her driving status which allows the employee to perform all of his/her job responsibilities the employee will be placed on disciplinary suspension.

If the employee cannot secure a driver's license or an unrestricted permit within 90 days of the disciplinary suspension, the employee will be terminated.

3. An employee faced with suspension of his/her driving privileges a second time whether or not accommodated for the first suspension, and or caught driving with a suspended license a second time will be placed on a disciplinary suspension. If the employee does not secure a driver's license or an unrestricted permit within six months of the license suspension, the employee will be terminated.

ASSISTANCE WITH DOT PHYSICALS AND OBTAINING A MEDICAL CARD MARCH 1, 2014

As required and defined by the Department of Transportation (DOT), individuals holding certain safety sensitive roles must have or obtain a DOT mandated physical and secure a valid DOT Medical Card.

To qualify for company assistance with paying for one annual DOT mandated physical, the following provisions apply:

- The employee must currently be in a role or in the process of being promoted or transferred to a role that requires a DOT Medical Card.
- The physical must be conducted by a DOT certified medical examiner (as outlined by the DOT regulations).

The process is as follows:

- An employee is notified of the obligation to obtain or update an expiring DOT Medical Card by their Supervisor or appropriate Company representative.
- The employee is scheduled for an appointment at a company designated clinic. At time of scheduling, the Supervisor or appropriate Company representative will confirm that the clinic has the appropriate DOT certified medical examiner available to perform the physical.
- Employee goes to the clinic and the physical is conducted.

Additional Terms:

- Employees are responsible for any additional follow-up medical tests as required by the medical examiner prior to the issuance of a DOT medical card. The follow-up appointments and tests must be conducted on the employee's own time and paid for via their own medical plan coverage.
- Employees are limited to assistance with one annual DOT mandated physical.
- Employees who receive a valid DOT Medical card for a period of two years will not be entitled to alternate financial assistance or reimbursement during the years when no annual DOT physical is required.
- The company will pay for the DOT physical via direct bill from the approved clinic when scheduled by the Supervisor or appropriate Company representative.
- If an employee chooses to obtain their annual DOT physical at non-company designated clinic, the company will reimburse the employee for actual "out-of-pocket" costs up to a maximum of \$150. Employees must receive advance approval to go to their own clinic. The employee must submit confirmation that the physical has been conducted by a DOT certified medical examiner and acceptable proof of the "out-of-pocket" costs in order to receive any reimbursement.

MEMORANDUM OF AGREEMENT RE: PER DIEM ALLOWANCE Revised March 1, 2017

The following agreement has been reached, effective March 1, 1997, between the Company and Union Local 19, regarding the per diem allowance provisions and other ground rules that affect employees required to be away from home overnight or longer.

1.		iem allowance will be ed as follows:	Amount of Allowance
	a.	Day of departure from regular reporting center.	\$40
	b.	Day of return to regular reporting center which can be basic Workday or an RDO.	\$40
	c.	All other days while away	\$50

d. On the day of departure or return, the allowance will be \$50 if the departure or return is two or more hours before or after the employee's scheduled regular hours. The application of these per diem ground rules will supersede any meal allowance provisions contained in Article IV, Section 23 (a) of the Collective Bargaining Agreement. However, in cases involving extended overtime, the meal allowance provisions of Article VI, Section 23 (b) will become effective after working seven hours immediately following the employee's scheduled regular hours.

Should an employee who has worked overtime be ineligible for a meal allowance because of the previous provisions, the time reporting form should indicate "meal furnished" to eliminate duplication of payment by Payroll Accounting.

- 2. Employees may be scheduled for overtime work while assigned out of town (example: scheduled ten-hour days for five or six workdays). In cases involving inclement weather, employees will be paid for the hours in their basic workday, and any overtime hours scheduled to precede the regular Workday. Pay for overtime following the regular workday will be based on hours actually worked.
- 3. The per diem allowance will cover all incidental expenses, including telephone calls. Where practicable, the WATS line will be made available.

REVISION EXHIBIT III – 1997 CONTRACT NEGOTIATION OF AGREEMENT AS REVISED JUNE 30, 1998

Effective January 11, 1999, the incentive plan for Distribution Plastic Laborers and Distribution Plastic Operators agreed as part of the 1997 Contract negotiations and revised June 30, 1998 will be revised as follows:

- During the months of January and February and up to March 15th the requirements for Distribution Plastic crews meeting daily incentives will be reduced by one service.
- On regular scheduled Workdays, when company called information meetings at the beginning of the Workday last for 1½ hours or longer, the number of services necessary for Distribution Plastic crews to complete for incentive purposes will be reduced by one.
- On a daily basis, Distribution Plastic crew members will receive \$35.00 for each service completed that exceeds the number of completed services necessary for the incentive rate.

This payment will be made to eligible Distribution Plastic Operators and Distribution Plastic Laborers on a quarterly basis, (i.e., payments earned in January, February and March will be paid in April of that year).

- Three plastic classification employees who install services utilizing one digging machine
 have a base incentive goal of five services in an eight-hour day and seven services in a tenhour day.
- Three plastic classification employees who install services utilizing two digging machines will have a base incentive goal of six services in an eight-hour day and eight services in a ten-hour day.

When two machines are being utilized, at least two members of the three-person plastic crew will be paid the Distribution Operator rate.

Also, part of this agreement is that the company agrees to maintain at least 15 full-time plastic crews and will also have the ability to add up to four part-time plastic crews to the payroll.

No more than two of these part-time crews will be made in each of the two managerial organized regions.

Also, the union agrees to withdraw grievance 49-98-19 based on the contents of this agreement.

For the Company: For the Union:

Mike Youngs 1/11/99 Neil Brown 1/15/99

REVISIONS TO FLEET MANAGEMENT DEPARTMENT REQUIREMENTS AND THE RELATED PROMOTIONAL SEQUENCE

(Revised March 4, 1997; Revised March 1, 2004; Revised March 1, 2017; Revised March 1, 2020)

A. General Information

1. **Uniform Rental:** Once an employee qualifies to receive this service, Shirts and pants will continue to be provided by a rental service. It will be the responsibility of the employee to keep track of the uniforms. Lost items will be replaced at employee expense. Replacements due to normal wear and tear will be incurred by the company.

Uniform Allowance: The allowance may be used only for outerwear items (coveralls, bibs, jackets, hats, sweatshirts, and / or raingear) or for thermal underwear and may not be used for any other uniform items. Nor will any other uniform items, aside from the Company provided shirts and pants, be considered acceptable workwear. The allowance shall be \$300 in each year of the agreement.

2. **Tools:** The tool allowance will only be used for tools necessary to work on the company's fleet. The allowance will be reimbursed with the presentation of a receipt and verification that the tool is necessary for working on the company fleet.

The annual tool allowance provision will be improved as follows:

- Helpers will be eligible for a \$200 tool allowance after possessing or obtaining two ASE certifications.
- The tool allowance for Mechanics, Technicians and Crew Leaders will be increased to \$250 annually.
- Employees in the Mechanic, Technician and Crew Leader classifications will be eligible for an additional \$50 to the tool allowance for each ASE certification they receive and maintain over five up to a maximum of \$500.
- 3. **A.S.E. Certification:** The company will pay for one preparation class per employee. The employee will be given two opportunities to certify. Certification tests are given in May and November of each year. The preparation class is a four-day class. The company pays for the testing up to two times and will give the employee company time to take the test.
- 4. **Recertification:** Recertification is required every 5 years for employees in the Fleet Management Department after 3/1/97. All employees will be given two opportunities to recertify. Recertification testing also takes place in May and November of each year. The company pays for the recertification testing up to two times and will give the employee company time to take the test.
- 5. **Failure to Recertify:** Employees, on the payroll before 3-1-97, will not be penalized for failure to recertify. However, promotions to Crew Leader will require the employee to be A.S.E. certified in 5 mandatory A.S.E. classifications.

Employees hired after 3/1/97 must recertify. Failure to do so will result in demotion to the next level in which they are able to meet the A.S.E. requirements.

The mandatory five A.S.E. tests include:

Engine Repair
Brakes
Electrical/Electronic Systems
Engine Performance
Suspension and Steering

B. Employees prior to March 1, 1997

Will not be subject to demotions and will not be forced to become A.S.E. certified, except in the case of a Technician promoting to Crew Leader. All others will, however, be encouraged to attempt to become A.S.E. certified.

Helpers: Will qualify for uniform service upon contract ratification. They have the opportunity to qualify for the tool allowance if they become A.S.E. certified in at least 2 categories form the list of five mandatory categories. They must pass Nicor Mechanic certification to promote to Mechanic.

Mechanics: Qualify for both the tool allowance and uniform service at ratification. Must pass Nicor certification to promote to Technician.

Technicians: Qualify for both the tool allowance and uniform service at ratification. Must pass Nicor certification to promote to Crew Leader and must pass the 5 mandatory A.S.E. tests listed above to promote to Crew Leader. Upgrade to Crew Leader would be given to the Technician with the most seniority who has A.S.E. certified in the 5 mandatory A.S.E. tests (after all technicians have been given an opportunity to certify). If no technician is A.S.E. certified, upgrade would go to the senior Technician.

Crew Leaders: Qualify for both the tool allowance and uniform service at ratification. Crew Leaders promoted after ratification must attempt to recertify; however, there will be no penalty or demotion if they fail to recertify. They must pass the 5 mandatory A.S.E. tests to become Crew Leader.

C. Future Promotions/Hires

Employees hired after ratification: Failure to recertify could result in demotion and loss of tool allowance and uniform service.

Helpers: Helpers who transfer to the Fleet Management Department as a Helper within one year from the date of ratification, will be allowed 12 months from the date of their transfer to obtain two A.S.E. certifications. Employees who are unable to obtain the two A.S.E. certifications will be returned to their prior job classification.

After one year from the date of ratification, Helpers will be required to possess two A.S.E. certifications before being considered for a transfer to a Helper position in the Fleet Management Department.

Helpers who pass A.S.E. certification in 2 tests from the mandatory list of 5 will be eligible to receive the \$200 tool allowance and the uniform service. Helpers must pass Nicor certification and A.S.E. certification in at least 4 of 8 tests (3 out of the mandatory list) to promote to the Mechanic level.

Mechanics: Tool allowance and uniform service will only be provided when A.S.E. certification in 4 of 8 tests (3 to be from mandatory list of 5) is obtained. The tool allowance and uniform service will be maintained as long as the employee recertifies. Failure to recertify will result in demotion to the helper classification. Employee will not be demoted until 2 recertification attempts have been made and failed. In addition to A.S.E. certification, each employee must successfully complete the Nicor Mechanic certification. Must pass Nicor

Fleet Mechanic Vacancies

When the Company determines that it is necessary to fill a Fleet Mechanic vacancy, it will post the vacancy in accordance with Article III Section 8. If there are no bidders with the four (4) required ASE certifications for a Fleet Mechanic, the Company may fill the position with an outside hire. If that new hire does not already possess the four (4) required ASE certifications, the new hire will have 180 days to obtain them. Tool allowance and uniform service will only be provided when ASE certification in four (4) of the eight (8) tests (3 to be from mandatory list of 5) is obtained. The tool allowance and uniform service will be maintained as long as the employee recertifies. Failure to recertify will result in demotion to the Fleet Helper classification. An employee will not be demoted until two (2) recertification attempts have been made and failed. In addition to ASE certification, each employee must successfully complete the Nicor Gas Mechanic certification. A Mechanic must pass Nicor Fleet Technician certification and ASE requirements for Technicians to be qualified to promote or upgrade.

Technician certification and A.S.E. requirements for Technicians to be qualified to promote or to upgrade.

Technicians: Must pass Nicor Technician certification and all eight (8) A.S.E. certification tests. Must A.S.E. recertify every five years. Failure to recertify after two attempts will result in demotion. Tool allowance and uniform service will continue to be provided as long as the minimum requirements of the mechanic classification are met. It is possible for a Technician to be demoted to a helper and lose the tool allowance and uniform service. Upgrade to Crew Leader will be the Senior Technician who has A.S.E. certified as a Master Mechanic.

Crew Leader: Must pass all 8 A.S.E. certification tests to become a Master Mechanic and promote to Crew Leader. The Nicor Crew Leader certification must be completed successfully. Must A.S.E. recertify every five years. Crew Leader will be demoted to the appropriate job classification based on the number of A.S.E. tests passed, after attempting two re-certifications, if unable to recertify in all 8. The Senior Technician will be allowed to exhaust both opportunities to certify before being bypassed for the promotion.

D. A.S.E. STATUS

All employees must provide evidence of their current ASE status each January 15 and July 15 annually.

PART-TIME PROVISIONS (Dated March 4, 1997, Revised March 1, 2000, Revised March 1, 2017)

A. **PART-TIME** – With the mutual intent to maintain and/or increase the Bargaining Unit membership, and offer additional flexibility to the Company, the following part-time language shall apply:

1. **Physical Bargaining Unit**

The number of part-time employees shall be limited to 30% of all Helper classifications, 30% of all Locators, 25% of the Operations Mechanic classification, 15% of all other Mechanic classifications, 15% of all Technician classifications, 30% of Distribution Plastic Operator classification and 30% of Distribution Plastic Laborer classification. The above percentages shall be on a company-wide basis.

2. Clerical Bargaining Unit

The clerical classifications other than those classifications in the Customer Care Call Center shall be limited to 30% of level 1, 30% of level 2, 15% of level 3, 15% of level 4 classifications, and 20% of the Operations Representative classification. In addition, the number of part-time employees shall be limited to 15%, or two (2), whichever is greater, of the Collector classification.

The total percentage of part-time employees within the Customer Care Call Center shall be limited to 35% of the Customer Care Specialists classification. Part-time employees in the Customer Care Call Center will be assigned to a fixed day schedule for not less than ninety (90) days.

- B. This agreement supersedes the part-time provisions dated March 4, 1997.
- C. The amended agreements dated April 12, 1994, and December 2, 1994, are continued by mutual agreement.

D. Staffing

- 1. The process to be used in filling part-time positions will be completed in the following manner:
- a. Voluntary full-time to part-time transfers of present employees in the affected job classification within the department, into an open and identified part-time position. Upon 10 days' notice, the company may permanently return those employees to full-time status based on their service date. Those affected employees, who desire to return to part-time, will have the first opportunity to do so.
- b. If additional positions are to be filled, next consideration will be given to present employees who promote in accordance with Article III of the Clerical and Physical Collective Bargaining Agreement.

c. Remaining positions will be filled by accepting transfer requests of qualified employees before hiring new part-time employees and must be by mutual consent between the Union and the company.

E. Promotions, Transfers, Demotions, and Layoffs

- 1. Part-time employees will earn seniority at the same rate as full-time regular employees.
- 2. New hires into part-time positions, with less seniority than full-time employees in lower job classifications, will not be eligible to transfer or promote to a full-time position, or into a like job classification, if an employee in a lower job classification is eligible for promotion, in accordance with Article III, of the Collective Bargaining Agreement.
- 3. Incumbent full-time employees, transferring into part-time positions, will be promoted, based on their seniority, with other employees in their job classification.
- 4. Incumbent full-time employees, promoting to part-time positions, will be promoted based on their seniority, with other employees in their previous full-time job classification.
- 5. In the event it becomes necessary to reduce the number of employees in a job classification due to lack of work, part-time employees will be affected according to their service with the company.

F. Overtime

- 1. Overtime shall be paid in accordance with Article IV, Section 13.
- 2. Overtime, when required, is the responsibility of full-time employees. A part-time employee will not be asked to extend, unless all full-time employees have, first, been asked to fill those hours on an overtime basis. Part-time employees will not be scheduled additional days/hours when 48 hours' notice is not given, and full-time employees are available to work.
- 3. In cases of callouts, all full-time employees will be contacted first. If additional personnel are required, part-time employees may be called out.
- 4. Staffing, for holidays, will be done by utilizing full-time employees. If additional personnel are required, part-time employees will be contacted.
- 5. Part-time employees shall not be included on regular Sunday shifts, of eight (8) or ten (10) hours, until all full-time employees have been given the opportunity for those shifts.
- 6. If part-time employees are not replaced by full-time employees, in extended day situations which would have resulted in loss of overtime for full-time employees, the bypassed overtime provisions will apply.
- 7. Upgrade opportunities will be available to full-time regular employees first.

G. Other Provisions

- 1. Part-time regular employees shall, as a condition of employment, join the Union, in accordance with Article II, of the Collective Bargaining Agreement.
- 2. Full-time regular employees shall not be forced into a part-time position.
- 3. Part-time regular employees will be paid at the rate equivalent to their job level, as specified in the Collective Bargaining Agreement.
- 4. A full-time position will never be eliminated by utilizing two (2) part-time employees working back-to-back shifts.
- 5. The Company will provide the Union a monthly list of part-time positions, the names of the employees who fill those positions, work locations, and hours worked.
- 6. Part-time regular employees will be covered by the provisions of the Collective Bargaining Agreement, between Local Union 19 and the Company, with the following exceptions:
- a. All part-time regular employees shall work a minimum of twenty (20) hours, per week, not to exceed 1,500 hours in a calendar year. If a part-time employee works more than 1,500 hours, the job will be posted for a full-time position.
- b. Vacation part-time employees will be entitled to earn paid vacation time in accordance with the vacation schedule applicable to regular full-time employees, prorated, however, for the number of hours in their regular work schedule relative to a regular forty (40) hour work schedule. For example, a part-time employee with more than one year, but less than six years of elapsed time service, whose regular work schedule is twenty (20) hours per week, will be entitled to earn forty (40) hours of paid vacation. As another example, a part-time employee with more than one year, but less than six years of elapsed time service, whose regular work schedule is twenty-four (24) hours per week, will be entitled to earn forty-eight (48) hours of paid vacation. Employees scheduled in excess of 20 hours per week for two consecutive months or more will be credited with vacation and holiday pay during those months based on scheduled hours until returned to 20 hours per week.

H. Benefits

Part-time regular employees are eligible for benefits as described in and subject to the terms of the applicable Southern Company Gas benefit plans.

ELIGIBILITY FOR PHYSICAL BARGAINING UNIT PROMOTIONS (August 29, 1997, Revised May 13, 2004, and July 8, 2014)

In order to fill physical bargaining unit promotions in the most efficient manner, in the future the following ground rules should be followed:

- If an employee has been offered the opportunity to fill a vacancy and has accepted a promotion, the company has no obligation to offer that employee any other job classification, at the same pay level, unless the employee's release from his/her present position has been delayed for more than 20 working days from the date the employee accepted the promotion. In this case, the company would then be obligated to offer any new job classification opportunities that the employee would be eligible for.
- If a Helper, Meter Reader or Locator has been offered and has accepted a promotion and is within the 5 day window to return to his/her former classification with no penalty, should the employee choose to return he/she will be eligible to fill the next available lateral posted. However, employees within the 5-day window may be offered promotional opportunities to a higher job classification.

For the Company: Pat Loftus

For the Union: Rob Wyrwicki

SCHEDULE OF FLOATING HOLIDAYS: UNION EMPLOYEES (CALENDAR YEAR IN WHICH EMPLOYMENT BEGINS) <u>EFFECTIVE MARCH 1, 2017</u>

No employee will be granted a floating holiday until he/she has completed the probationary period (120 days from employment date).

Employees on the payroll as of June $1^{st} - 3$ floating holidays.

Employees on the payroll as of August 1^{st} who were hired after June $1^{st} - 2$ floating holidays.

Employees added to the payroll after August 1^{st} are not eligible for any floating holidays during that calendar year.

NCAT INCENTIVE PROGRAM FOR 1" PLASTIC SERVICES

An agreement regarding eligibility for incentives/upgrades for NCAT crews has been reached between Local 19 and the Company. The following shall apply when NCAT crews are assigned the installation of 1" plastic services.

- For purposes of eligibility for upgrade & incentives, 1" plastic service installations completed by Distribution Plastic crews will be considered the same as having completed two ½" plastic service installations.
- On a daily basis, Distribution Plastic crews will receive \$35.00 for each service completed that exceeds the number of completed services necessary for the incentive rate. (This payment will be made to eligible Distribution Plastic Operators and Distribution Plastic Laborers on a quarterly basis.)

REGARDING SENIOR CONTROLLERS/MECHANICS BEING PROMOTED TO ARC WELDER/SENIOR SPECIALIST CLASSIFICATIONS

Amended – December 1, 2005

The Company and Union Local 19 have agreed on the following ground rules with regard to the seniority of a Mechanic and/or Distribution Plastic Operator who is promoted in the Arc Welder or Senior Specialist classification.

- 1. If a Mechanic and/or Distribution Plastic Operator is promoted to the Arc Welder classification and, after that promotion, a vacancy occurs at the technician level that is to be offered to an employee in the Mechanic and/or Distribution Plastic Operator classification who is junior to the Arc Welder, the Company will, at that time, certify the Arc Welder as a Distribution Technician.
- 2. If a Senior Controller is promoted to the Senior Specialist classification and, after that promotion, a vacancy occurs at the Specialist level that is to be offered to an employee in the Senior Controller classification who is junior to the Senior Specialist, the Company will, at that time, certify the Senior Specialist as a Specialist.
- 3. If the employee certifies as a Distribution Technician/Specialist and is later disqualified as an Arc Welder, the employee will be demoted to the Distribution Technician/Specialist classification and will maintain his/her same seniority position.
- 4. If the employee would fail the Distribution Technician/Specialist certification test and then later is disqualified from the Arc Welder/Senior Specialist classification, he/she would be demoted back to the Senior Controller, Mechanic and/or Distribution Plastic Operator classification.
- 5. If the employee fails the Distribution Technician/Specialist certification test, he/she would be unable to re-certify as a Distribution Technician/Specialist for 24 months.
- 6. *Employees who hold the Sr. Specialist job classification and perform the work of the Arc Welder and are certified to the Specialist job classification will be eligible to bid on Sr. Specialist job classification vacancies should a non-Arc Welder Sr. Specialist job classification vacancy be posted.

(Reference: Memorandum of Understanding dated December 27, 2005 by the Company and February 15, 2006 by the Union)

^{*}Indicates change – December 1, 2005

REVISION TO FLEET MANAGEMENT DEPARTMENT REQUIREMENTS AND THE RELATED PROMOTIONAL SEQUENCE

(Revised September 26, 2006, Revised March 1, 2017)

RE: Amended Section "C Technicians"

The following agreement has been reached, effective March 1, 2017, between the Company and Union Local 19, regarding the fleet management helpers in the Fleet Management Department.

- Automotive Service Excellence (A.S.E.) certifications will be waived and not required as consideration for transfers or new hires into the Fleet Management Helper position;
- Helpers who pass A.S.E. certification in one (1) test from the list of five mandatory categories will be eligible for uniform service;
- Helpers who pass A.S.E. certifications in two (2) tests from the mandatory list of 5 will be eligible to receive both uniform service and the \$200 tool allowance;
- There are no changes to the A.S.E. certification requirements for Fleet Management Mechanic and Fleet Management Technician.
- Technicians must pass Nicor Technician certification and all 8 A.S.E. certification tests. Must A.S.E. recertify every five years. Failure to certify after two attempts will result in demotion. Tool allowance and uniform service will continue to be provided as long as the minimum requirements of the mechanic classification are met. It is possible for a Technician to be demoted to a helper and lose the tool allowance and uniform service. Upgrade to Crew Leader will be the Senior Technician who has A.S.E. certified as a Master Mechanic.

For the Company:

Pat Loftus 9/28/06

For the Union:

Rob Wyrwicki 10/2/06

Incentive Structure for a Designated Field Operations Construction Directional Drilling Crew Utilizing Directional Drilling Equipment - 04/23/2008

DATE	HOURS	INCENTIVE
March 16 thru December	8 Hour Workday	Both crew members are
31		upgraded if 4 services are
		installed within a day, and
		each crew member shall
		collect an additional
		\$35.00 incentive payment
		for each additional service
		installation thereafter
		during that day.
March 16 thru December	10-hour Workday	Both crew members are
31		upgraded if 5 services are
		installed within a day, and
		each crew member shall
		collect an additional
		\$35.00 incentive payment
		for each additional service
		installation thereafter
		during that day.
January 1 thru March 15	8-hour Workday	Both crew members are
		upgraded if 3 services are
		installed within a day, and
		each crew member shall
		collect an additional
		\$35.00 incentive payment
		for each additional service
		installation thereafter
		during that day.
January 1 thru March 15	10-hour Workday	Both crew members are
		upgraded if 4 services are
		installed within a day, and
		each crew member shall
		collect an additional
		\$35.00 incentive payment
		for each additional service
		installation thereafter
		during that day.

MEMORAUNDUM OF AGREEMENT DATED MARCH 1, 2009

This document will supersede any prior agreements or memorandums pertaining to the installation of mains and services by contractors.

The Company will notify the Union President regarding plans to work contractors on overtime installing mains and services.

The Company and the Union agree to the following when contractors work overtime installing gas mains and services that our employees normally perform.

- In situations where the contractor works overtime and the contractor performs work that normally is performed by our employees, the Company will offer employees from the reporting center where the work is being performed the opportunity to work. The work will be offered as designated below until an equal number of employees have accepted the work or all employees have been asked to work.
- Reporting Center is defined as the area covered for emergency or scheduled overtime by employees assigned to a specific company headquarters.
- Overtime will be defined as scheduled days of work after the contractor has worked 40
 hours in a calendar week and will not include hours during extended days as a result of
 necessities on the job or additional days to make up for inclement weather.
- The work will be offered to our employees within a week after the contractor works and will be offered to the Nicor employee group most aligned with business needs as follows:

The overtime will be offered to Field Operations Construction employees when contractors install new P.E. mains and new P.E. services and then Field Operations Delivery employees if additional resources are required. In areas with no Field Operations Construction employees, the overtime would be offered to Field Operations Delivery employees.

The overtime will be offered to Field Operations Delivery employees when contractors are performing public improvement, system improvement and revision mains and services.

EXCESS CLERICAL EMPLOYEE GROUND RULES

Dated July 12, 1984, Revised July 19, 1991, Revised March 1, 2009, Revised March 1, 2014, Revised March 1, 2017

Notwithstanding other provisions of the Collective Bargaining Agreement, when a clerical employee's position is eliminated due to a lack of work, the Company reserves the right to place the employee in any open position, for which the employee is qualified. Employees must pass and meet all job-related pre-requisites, testing and performance requirements ("Job Requirements"). If the employee does not meet and pass all required training, testing, and certification requirements, as well as any 90-day or 120-day qualifying periods, the Company reserves the right to demote the employee one job level; the employee's wages will be adjusted to the maximum rate for that job classification and the appropriate clerical tier. If the employee is unable to satisfy the Job Requirements for the new position, the Company reserves the right to separate employment with the employee.

It has been agreed between the company and union that excess clerical employees will not be forced from their previous reporting headquarters beyond the reasonable distances as set forth below.

G.O. Bellwood	<u>Des Plaines</u> Glen Ellyn	<u>Crystal Lake</u> Elgin	Bellwood Des Plaines
Joliet	Aurora/Yorkville	Schaumburg	Schaumburg
Glen Ellyn	Crystal Lake	C	Glenwood
Aurora/Yorkville	Schaumburg	Rockford	Crestwood
	Elgin	Des Plaines	G.O.
			Glen Ellyn
Glenwood	Kankakee	Bloomington	Paxton
Crestwood	Glenwood	Paxton	Bloomington
Joliet	Crestwood	Hudson	Kankakee
Kankakee	Joliet	Pontiac	
G.O.			
Bellwood			
<u>Ottawa</u>	<u>Joliet</u>	Glen Ellyn	
Ottawa Joliet	<u>Joliet</u> Kankakee	Glen Ellyn G.O.	
	·		
Joliet	Kankakee	G.O.	
Joliet Yorkville	Kankakee G.O.	G.O. Bellwood	
Joliet Yorkville Ancona	Kankakee G.O. Ottawa	G.O. Bellwood Des Plaines	
Joliet Yorkville Ancona	Kankakee G.O. Ottawa Glenwood	G.O. Bellwood Des Plaines Schaumburg	
Joliet Yorkville Ancona	Kankakee G.O. Ottawa Glenwood Crestwood	G.O. Bellwood Des Plaines Schaumburg	
Joliet Yorkville Ancona	Kankakee G.O. Ottawa Glenwood Crestwood Glen Ellyn	G.O. Bellwood Des Plaines Schaumburg	
Joliet Yorkville Ancona Troy Grove	Kankakee G.O. Ottawa Glenwood Crestwood Glen Ellyn Aurora/Yorkville	G.O. Bellwood Des Plaines Schaumburg	
Joliet Yorkville Ancona Troy Grove	Kankakee G.O. Ottawa Glenwood Crestwood Glen Ellyn Aurora/Yorkville	G.O. Bellwood Des Plaines Schaumburg	

Employees promoted to a 3-level position or higher prior to December 31, 1985 will not be forced into the Call Center should they become excess.

AGREEMENT REGARDING TRANSFERS FROM CLERICAL TO UTILITY SPECIALIST Revised March 1, 2020

Employees* in the Clerical bargaining unit from clerical levels 1, 2, 2A and 3 may apply for and accept Utility Specialist positions in the Physical bargaining unit under the following conditions:

- Employees must have two (2) years of service in their current Clerical position.
- If an employee's current rate of pay is greater than the maximum current Utility Specialist rate of pay, the employee's rate of pay will be reduced to the maximum of the Utility Specialist job classification.
- If an employee's current rate of pay is below the maximum of the Utility Specialist job classification, the employee's rate of pay will be slotted into the appropriate time and rate step (rounded down) of the Utility Specialist job classification.
- Employees will have a one-time opportunity to transfer to the Utility Specialist job classification.
- Employees will be required to pass Utility Specialist training and certification. If an employee is unable to successfully pass Utility Specialist training and certification, they will be placed back into the Clerical unit at their previous Clerical job level. The employee may be placed in their previous position and location if an opening exists. Otherwise, the employee may be placed in any location and in any equivalent position per the Excess Clerical Employee Ground Rules, dated July 12, 1984, and revised July 19, 1991, March 1, 2009 and March 1, 2014, and revised March 1, 2017 located in Exhibit C.
- Employees will be required to complete a 90-day qualifying period after they successfully pass Utility Specialist training and certification. Employees are ineligible to lateral or promote for one and one half (1.5) years after passing Utility Specialist training and certification. Employees who are unsuccessful will be given 30 days to return to their previous position. After 30 days, the employee will not be eligible to return to the Clerical bargaining unit and employment will be terminated. An employee's qualifying period may be extended by mutual agreement.
- The discharge of an employee in their qualifying period will not be subject to the provisions of Article VIII.
- Employees will not be eligible for time or mileage reimbursements.

This program will expire on March 1, 2023 unless extended in writing by mutual agreement between the Company and the Union.

*"Employee" or "Employees" referenced in this Agreement Regarding Transfers from Clerical to Utility Specialist refers to those employee(s) who started in the Clerical bargaining unit of Nicor Gas and have or are in the process of transferring to a Utility Specialist position in the Physical bargaining unit of Nicor Gas.

WAGE RATES: SUMMER HELP Effective March 1, 2014

As a result of negotiations for a new Collective Bargaining Agreement, effective March 1, 2014 the company and the union have agreed on the following formula for determining the wage rate for non-bargaining unit Summer Help.

- The rate for employees performing physical work will be 90% of the Helper rate in effect as of March 1st of the year in which these employees will be working.
- The rate for employees performing clerical work will be 90% of the Clerk rate in effect as of March 1st of the year in which these employees will be working.

MEMORANDUM OF AGREEMENT Effective May 4, 2017

Self-Contained Breathing Apparatus

Effective May 4, 2017 (AMENDED March 1, 2020)

Respiratory Protection Program.

The Company's Respiratory Protection Program will govern the application and use of all respiratory protection equipment.

The Union and the Company agree that, effective upon ratification (May 5, 2017), all employees promoted or otherwise transferred into the following job classifications are required to become and remain certified to use a self-contained breathing apparatus. Reasonable accommodations will be made as necessary in accordance with applicable law(s).

- Field Operations Delivery:
 Crew Leader
 - Arc Welder
 - Technician
 - MIG Welder
 - Mechanic

System Operations (including Transmission):

- Sr. System Specialist (S5)
- Sr. System Specialist Arc Welder (S5)
- System Specialist (S4)
- Sr. System Controller (S3)
- System Controller (S2)

Storage:

- Crew Leader
- Arc Welder
- Technician
- Mechanic

Employees already in the job classifications prior to ratification (May 5, 2017) of the 2017 CBA must make a good-faith effort to become certified to use a self-contained breathing apparatus at the next available certification opportunity, as determined by the Company, and must remain certified thereafter. Reasonable accommodations will be made as necessary in accordance with applicable law(s).

(continued)

The Union and the Company also agree to the following conditions for respiratory protection and the use of self-contained breathing apparatus.

Facial Hair

Employees in affected job classifications must comply with OSHA regulations regarding facial hair and achieving a proper seal for purposes of a.) initial and annual fit testing, b.) quarterly practice as required by the company, and c.) any planned or unplanned work. Employees are strictly prohibited from utilizing any self-contained breathing apparatus in a manner that does not comply with the OSHA requirement for Facial Hair compliance.

This memorandum of agreement supersedes the Company and the Union's Memorandum on Self-Contained Breathing Apparatus dated May 4, 2017.

MEMORANDUM OF AGREEMENT Effective March 1, 2020 Drive-Cam Program

The Company and the Union agree to implement a risk-based Drive-Cam Program. The Company reserves the right to assign active event recorders to employee vehicles based on the following criteria and for the following lengths of time.

All employees that are new to driving a company vehicle for a period of 24 months or until the employee promotes to a new position, whichever is longer.

It is understood that the post ratification implementation of this change will occur as soon as reasonably possible but will take time to fully implement. During the implementation, no employee may alter, disable, or tamper with any drive cam device. Employees who alter, disable, or tamper with any drive cam device without authorization will be subject to progressive discipline up to and including termination of employment.

MEMORANDUM OF AGREEMENT Effective March 1, 2017

Progressive Disciplinary Policy

Generally, disciplinary action will follow the following progressive steps:

- Verbal Warning for a first offense;
- Written Warning for a second offense;
- Suspension (up to 1 day) for a third offense;
- Suspension (up to 3 days) for a fourth offense;
- Suspension (up to 10 days) for a fifth offense;
- Termination for a sixth offense.

Incidents warranting discipline need not be of similar nature to justify moving through the progressive disciplinary process, and there may be circumstances in which one or more disciplinary steps are bypassed, depending on the nature of the offense and the number of occurrences. Discipline is subject to the proper cause standard.

The Company and the Union recognize that certain types of offenses may result in immediate termination of employment, including but not limited to the following: knowingly and willingly falsifying company records; insubordination; suspension or revocation of the employee's driver's license where driving is a requirement of the job; the use of or positive test involving drugs and/or alcohol; theft; physical and/or verbal assault and/or harassment.

The Company and the Union agree that all active discipline other than last chance agreements, discipline for one of the specific offenses mentioned above, and suspensions issued after March 1, 2017, will be considered inactive for purposes of progressive disciplinary action.

MEMORANDUM OF AGREEMENT

Effective May 4, 2017

RE: MEASUREMENT DEPARTMENT PERSONNEL TRANSITION TO NON-BARGAINING

Effective upon ratification of the 2017-2020 CBA, the Company and the Union agree that the Measurement Department (Meter Shop) personnel will be transitioned into non-bargaining unit positions as follows:

- 1. The three (3) existing Meter Shop Mechanics will be promoted to Meter Shop Technicians as soon as practicable following ratification of the CBA, provided that they successfully pass the current certification test for Meter Shop Technicians. In the event that a Meter Shop Mechanic fails such test, he/she will remain a Meter Shop Mechanic but will be provided a one-time opportunity during the term of the current CBA to lateral to a Mechanic level position elsewhere in the Company, which has an equivalent hourly rate of pay, in accordance with Exhibit B (Physical) of the CBA. Any lateral opportunity will be subject to the same training, testing, and certification procedures that exist for any other employee who otherwise would have promoted into the same position.
- 2. The two (2) existing Meter Shop Technicians will be promoted to Senior Technicians (or similarly titled position, as determined by the Company) in the Measurement Department as soon as practicable following ratification of the CBA. The pay rate and pension band for such Senior Technician positions will be equivalent to the Utility Inspector hourly rate of pay. No additional certification will be required for these promotions.
- 3. The promotional sequence within the Measurement Department (Meter Shop) is closed. The current four (4) Helpers may promote out of the Measurement Department to other available positions for which they are qualified, consistent with the promotional sequences for Helpers as outlined in Exhibit B (Physical) of the CBA.

Future vacancies within the Measurement Department (Meter Shop) will be filled by non-bargaining unit employees.

Memorandum of Agreement Drug and Alcohol Program

The Company and the Union agree that the Southern Company Gas General Drug and Alcohol Program for All Employees, including the Program's Addendum governing DOT-regulated employees (when applicable), as reasonably modified from time to time, will apply to Nicor Gas bargaining unit employees, provided that:

- 1. The Company applies the same Program requirements to similarly situated non-union employees. The Company agrees to supply the Union with 30 days' advance written notice of any intended modifications to the Program and an opportunity to discuss those intended modifications before they are implemented.
- 2. The Union reserves the right to grieve this Program (effective 1/1/20) and all future modifications implemented pursuant to Paragraph 1 and/or its application if and when the Company applies or relies on it when disciplining a bargaining unit employee.
- 3. The level of drugs or alcohol considered to result in a positive test for purposes of the Program will be the levels set forth in 49 C.F.R. Part 40, regardless of whether the individual in question works in a job classification regulated by the DOT.
- 4. Nothing in the Program may be administered or applied to Nicor Gas bargaining unit employees in a manner that violates the Illinois Cannabis Regulation and Tax Act or the Compassionate Use of Medical Cannabis Program Act.
- 5. Any disciplinary action taken with respect to a bargaining unit employee for violation of the Program must be for proper cause as that term is used in the collective bargaining agreement. The Union may grieve any such action for lack of proper cause, using the grievance and arbitration process outlined in the collective bargaining agreement.