

TABLE OF CONTENTS

	Page
PREAMBLE.....	1
Article I PURPOSE OF AGREEMENT.....	1
Article II RECOGNITION.....	1
Article III RESPONSIBILITIES.....	1
Article IV MEETINGS.....	1
Article V GRIEVANCE PROCEDURE.....	1
Article VI ARBITRATION.....	3
Article VII STRIKES AND LOCKOUTS.....	3
Article VIII NONDISCRIMINATION.....	4
Article IX BENEFITS.....	4
Providers.....	4
2024 – 2028 Active Medical Plans.....	4
Medical Plan – PPO Plan Design & High Deductible Health Plan Design.....	4
Dental Plan.....	6
Vision Plan.....	6
Life/Accidental Death and Dismemberment (AD&D).....	7
Flexible Spending Accounts.....	7
LONG TERM DISABILITY (LTD).....	7
SAVINGS PLAN.....	8
Eligibility.....	8
Allowable Employee Contributions.....	8
Company Match.....	8
Roth Option.....	8
Investment Funds.....	8
Loans.....	8
Withdrawals.....	9
Rollover Option.....	9
Distribution Options at Termination and Retirement.....	9
<u>Non-Elective Employer Contributions</u>	9
<u>Retiree Life Insurance Plan</u>	9
<u>Retiree Medical</u>	10
Article X WAGES	11
Article XI PREMIUM PAY	12
Article XII HEALTH AND SAFETY.....	12
Article XIII CONTRACTING WORK	13
Article XIV WORKING HOURS	14
Article XV WEATHER CONDITIONS.....	18

Article XVI ASSIGNMENT OF WORK	18
Article XVII HOLIDAYS	18
Article XVIII VACATIONS	19
Article XIX SICK OCCURRENCES/ABSENCE MANAGEMENT	20
Article XX PUBLIC SERVICE.....	21
Article XXI UNPAID TIME OFF AND BEREAVEMENT	1
Article XXII EXPENSES	22
Article XXIII AUTOMOBILE MILEAGE ALLOWANCE	23
Article XXIV LAYOFFS	23
Article XXV JOB NOTIFICATION AND SELECTION	23
Article XXVI SURPLUS EMPLOYEES	29
Article XXVII DISABLED EMPLOYEES.....	30
Article XXVIII DEMOTION, SUSPENSION, AND DISCHARGE	30
Article XXIX TRAINEES	312
Article XXX NEW EMPLOYEES	31
Article XXXI LOSS OF DRIVING PRIVILEGES	31
Article XXXII UNION SECURITY	33
AGREEMENT – Involuntary Severance Due to Merger or Acquisition.....	34
Article XXXIII SENIORITY	35
Article XXXV TERM OF AGREEMENT	35
AGREEMENT – Selection of Work Group Leaders (Construction) and Fitter Leaders.....	36
AGREEMENT Selection of Station Repair Crew Leader and Station Repairman “A”	36
AGREEMENT Operations Work Group	37
AGREEMENT Home Start	37
AGREEMENT Damage Prevention Tech	38
AGREEMENT Construction Work	38
MISCELLANEOUS ITEMS AGREED TO DURING 1991 THROUGH 2004 NEGOTIATIONS.....	38
CLASSIFIED RATE SCHEDULE	45
CLASSIFIED RATES	45
BENEFITS ADDENDUM	49

PREAMBLE

AGREEMENT effective November 1, 2023, by and between PEOPLES NATURAL GAS COMPANY, hereinafter referred to as the "Company," and UTILITY WORKER'S UNION of AMERICA Local 612, AFL-CIO, hereinafter referred to as the "Union."

Article I PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide means whereby representatives of the Union shall deal with the Company in matters of wages, hours, working conditions, and the adjustment of grievances.

Article II RECOGNITION

Section 1

The Company recognizes the Union as the exclusive bargaining agency for the employees of the Company, covered by the Classified Rate Schedule incorporated in the Agreement.

Section 2

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

Article III RESPONSIBILITIES

Section 1

The management of the work, business, and operation of the Company is recognized as exclusively the function of the Company except as limited by the provisions of this Agreement.

Section 2

The administration of this Agreement and subsequent agreements is the joint concern and responsibility of both the Company and the Union.

Article IV MEETINGS

Section 1

Informational meetings shall be held with officers and representatives of the Company upon request by either party. Such meetings will be held within fifteen (15) calendar days after receipt of the request.

Section 2

An agenda shall be prepared by representatives of the Union and/or representatives of Management prior to a scheduled meeting.

Article V GRIEVANCE PROCEDURE

Section 1

It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means for the peaceful settlement of all grievances. A "grievance" is defined as any complaint or dispute, which involves the interpretation, application of, or compliance with the provisions of this Agreement or any past practice, local agreement, or other mutually recognized working condition or term or condition of employment,

Section 2

Informational Step. Any employee who feels that he or she has a grievance will first seek to have the matter adjusted with his immediate supervisor either personally, with, or through his elected representative. Such attempted adjustment shall not extend the time limitations set forth in Section 3.

Section 3

A completed Union grievance form must be received by the Company within 30 calendar days from the time of the alleged occurrence, except grievances on job selection must be received within seven (7) calendar days after the selection. Grievances filed outside the time limits set forth above are deemed null and void and resolved on a non precedent-setting basis, and may not be further processed or re-filed. Grievances may not be held in abeyance at or before any grievance step without the mutual consent of the parties.

Step 1. A Step 1 grievance meeting shall be held within 45 days of the receipt of the completed grievance form referenced in Section 3. Management reserves the right to combine Step 1 grievance meetings, as it deems appropriate.

Step 1 meetings may be attended by no more than two (2) representatives designated by the Union. Notwithstanding the fact that multiple grievants may sign a grievance, only one (1) grievant may be present at the Step 1 meeting. The Company will compensate the Union representatives, but not the grievants, for time away from work attending the Step 1 meeting. At least one (1) Union representative and one (1) Company official attending the Step 1 meeting shall have authority to resolve the grievance. Management will give a written answer to the grievance within five (5) workdays of the Step 1 meeting.

Step 2. All grievances unresolved at the conclusion of the Step 1 meetings shall be heard at the Step 2 meeting in the month in which the Step 1 meeting occurred. Step 2 meetings shall be held the last Wednesday of each month at a neutral site mutually agreed upon by both parties. The Union will have responsibility each month for securing this site, and both parties will share the cost of the meeting room equally. The meeting shall continue from day to day until all unresolved grievances have been considered. The Company will compensate the Union president or his designee, the Union vice president or his designee, and the Union officer who attended the Step 1 grievance meetings relative to the grievances being heard at the Step 2 meeting for time away from work attending the Step 2 meeting. The local representative may attend that portion of the Step 2 meeting at which grievances filed within his locality are discussed. The Company will compensate the local representative, but not the grievants, for time away from work attending the meeting. At least one Union representative and one Company official attending the Step 2 meetings shall have authority to resolve the grievance. The Company shall give a written answer to the grievance within 10 working days of the Step 2 meeting. If the Company fails to respond to any grievance within the time limit, the grievance shall be treated as granted on a non precedent-setting basis.

Section 4

The Union must select and process one (1) grievance to Step 2 and beyond when multiple grievances arise from the same occurrence. Any grievance relating or pertaining to said grievance, which is not so identified and processed, will be deemed null and void.

Section 5

Except as provided in Section 2, after a grievance has been filed by an employee, there shall not be discussion or adjustment of that grievance between the employee and Management.

Section 6

All grievance meetings will begin promptly at a reasonable time mutually agreed to by both parties. Any grievance(s) not heard at the conclusion of the Step 1 meeting due to the meeting not commencing at the designated time will be deferred for hearing until the next scheduled Step 1 meeting.

Article VI ARBITRATION

Section 1

Disputes as to the interpretation of the terms and provisions of this Agreement, if not settled through Article V - Grievance Procedure, may be submitted to an arbitrator, provided the request is made to the Company by certified mail within forty-five (45) working days of the receipt of the Company's Step 2 response letter. Arbitrators shall be selected as set forth in Section 5 of this Article. Once an arbitrator is selected for a grieved issue, arbitration for said grievance will be held within six (6) months of receiving a list of the dates presented by the arbitrator.

Section 2

Requests for arbitration filed outside the time limit set forth in Section 1 shall be deemed null and void and may not be further processed or re-filed.

Section 3

The decision of the arbitrator shall be limited solely to the issues specifically submitted and shall in no way modify or amend the terms of this Agreement.

Section 4

The decision of the arbitrator shall be submitted in writing and shall be final and binding on the employees, the Company, and the Union, and shall conclusively determine the dispute for the life of this Agreement. The Company and the Union shall bear the expenses of their respective appointees, representatives, and witnesses, but shall share equally the expense of the arbitrator.

Section 5

Within forty five (45) days of the ratification of this agreement, the Union and the Company shall jointly request a list of fifteen (15) individuals to be nominated as arbitrators from the Federal Mediation and Conciliation Service, and they shall jointly request a list of fifteen (15) individuals to be nominated as arbitrators from the American Arbitration Association. Each nominee shall be a member of the National Academy of Arbitrators. The cost of obtaining the arbitration lists will be shared equally by the Company and the Union.

The thirty names thus obtained shall be placed in one master list, with any duplications removed so that the name appears only once. Within five (5) days after the receipt of the latter of the above lists, representatives of each party shall meet for the purpose of selecting a permanent panel of ten (10) arbitrators. The selection process shall occur by the parties alternately striking one arbitrator from the master list until only ten (10) names remain. The Union shall be the first party to strike a name. Thereafter, the ten (10) names remaining on the list shall constitute the list of arbitrators that the parties will use to arbitrate all grievances referred to arbitration during the life of the contract.

Article VII STRIKES AND LOCKOUTS

Neither the Union nor anyone covered by this Agreement shall, during the life of this Agreement, instigate, encourage, or take part in any strike, curtailment, or restriction of work either directly or in sympathy for third parties.

The Company agrees that during the life of this Agreement there shall be no lockout of employees.

In the event of any violation of this clause by either the Company or the Union, the injured party shall have the option of canceling this Agreement.

It is agreed by Union and Management that during the life of this Agreement no employee(s) shall be required to cross a third party picket line if the employee(s) safety is in danger.

If it is necessary to cross a picket line in order to perform work and if it is not possible to do so, such should be reported to his immediate supervisor. The supervisor will report the information to either the Vice President of Operations or the Vice President of Human Resources, who will contact an officer of the Union and resolve the situation.

Article VIII NONDISCRIMINATION

Section 1

No discrimination shall be made by the Company or the Union against any employee because of race, creed, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, genetics, or because of membership or non-membership in the Union.

Section 2

Certain jobs listed in the Classified Wage Earner Rate Schedule contain the word "man." These titles carry no implied preference for either male or female employees.

Article IX BENEFITS

The benefit plans for employees represented by the Union shall be governed solely by the provisions of this Article and the benefit plans and/or the summary plan descriptions for the following benefit plans: Medical Plan, Dental Plan, Vision Plan, Employee Life/AD&D Plan, Dependent Life Plan, Long-Term Disability Plan, Flexible Spending Accounts, Retiree Medical and Life Plans. Changes that are inconsistent with this Article will not be implemented unless agreed upon in writing by the Union, except that in circumstances where insurance providers invoke plan design or in-network provider changes, including but not limited to retiree medical benefits that are provided through an insured plan, the Company may substitute a plan that is as substantially similar to the existing plan as possible. The Company and the Union agree that the side agreements set forth in the June 7, 2004 side letter between the parties and the side letter contained in Article IX of the parties' 1997-1999 and 1999-2003 collective bargaining agreements remain in effect.

The most recent plan designs for medical coverage for active employees and employees retiring on or after January 1, 2016 are attached. The plan design for employees retiring on or after February 1, 2010 and prior to January 1, 2016 was attached to the 2010-2015 collective bargaining agreement and it is incorporated herein by reference. These overviews are not intended to provide all details about the plans. Employee pre-tax payroll contributions, deductibles and out-of-pocket maximums shown are effective January 1, 2024. Summary plan documents are available in Human Resources.

Providers

Long-Term Disability and Flexible Spending Accounts/Health Savings Accounts providers or vendors shall be the same as the providers or vendors which provide the same or substantially equal benefits of non-represented employees of the Company.

Effective January 1, 2025, the Vision, Dental, and Life/AD&D/Optional Life providers or vendors shall be the same as the providers or vendors which provide the same or substantially equal benefits to non-represented employees of the Company.

The Company has the right to select the Medical Provider or vendor so long as the Medical Provider or vendor is providing a Blue Cross/Blue Shield product. The Company, with the written consent of the Union, which written consent may not be unreasonably withheld, may select a Medical provider or vendor that does not provide a Blue Cross-Blue Shield product.

2024-2028 Active Medical Plans

PPO Plan Design

- Deductible-Enhanced Network: \$350 individual/\$700 family
- Deductible-Standard Network: \$1,050 individual/\$2,100 family
- Deductible-Out of Network: \$2,100 individual/\$4,200 family
- Co-pays: Enhanced Network: \$15/\$25
- Co-pays: Standard Network: \$25/\$35
- Co-pays: Out of Network: 50%

- Plan Payment Level – In-Network Enhanced Value – 90% after deductible; In-Network Standard Value – 70% after deductible; Out-of-Network – 50% after deductible.
- Out-of-pocket maximum: Enhanced Network - \$1,250 individual /\$ 2,500 family
- Out-of-pocket maximum: Standard Network - \$3,750 individual /\$7,500 family
- Out-of-pocket maximum: Out-of-Network - \$7,500 individual /\$15,000 family
- Total Out-of-pocket maximum: Enhanced Network-\$6,850 individual/\$13,700 family
- Total Out-of-pocket maximum: Standard Network-\$6,850 individual/\$13,700 family
- Total Out of pocket maximum: Out of Network: n/a
- The medical plan includes prescription and mental health coverage.

PPO Medical Plan Bi-Weekly Employee Contribution Rates (26 Paydates)	2024	2025	2026	2027	2028
Employee Only	161.80	175.55	190.47	206.66	224.23
Employee + Child(ren)	242.70	263.33	285.72	310.00	336.35
Employee + Spouse	242.70	263.33	285.72	310.00	336.35
Employee + Family	242.70	263.33	285.72	310.00	336.35
Employee + Domestic Partner	587.28	637.20	691.36	750.12	813.88
Employee + Child(ren) + Domestic Partner	668.18	724.97	786.59	853.45	926.00
Waive Coverage	*	*	*	*	*

*Receive \$100/month payment to waive medical coverage.

Calendar year 2023 employee contribution rates for the PPO Plan are set forth in the 2018-2023 collective bargaining agreement and are incorporated herein by reference.

**The maximum employee contribution rates for the PPO Plan are set forth in the chart above. If the increase in the actual employee contribution rate for any given level in a particular year over that of the preceding year results in a contribution rate that is lower than what is shown in the chart above, the employee will pay the lower contribution rate. In no event shall an employee’s contribution rate exceed the previous year’s contribution rate by more than 8.5%. All contribution rate increase information for any upcoming calendar year, including but not limited to methods and information used to calculate or determine contribution rate increases, shall be provided to the Union no later than October 15th of the preceding calendar year.

High Deductible Health Plan Design

- Deductible-Enhanced Network and Standard Network: \$1,750 individual/\$3,500 family
- Deductible-Out of Network: \$3,500 individual/\$7,000 family
- Co-pays: n/a
- Plan Payment Level – Enhanced Network – 80% after deductible; Standard Network-70% after deductible; Out-of-Network – 50% after deductible.
- Out-of-pocket maximum: Enhanced Network - \$3,500 individual /\$6,500 family
- Out-of-pocket maximum: Standard Network - \$6,550 individual /\$6,550 family
- Out of pocket maximum: Out of Network: \$7,000 individual/\$13,000 family
- Total Out-of-pocket maximum: Enhanced Network-\$6,550 individual/\$6,550 family
- Total Out-of-pocket maximum: Standard Network-\$6,550 individual/\$6,550 family
- Total Out-of-pocket maximum: Out of Network: n/a
- The medical plan includes prescription and mental health coverage.
- HSA Contributions: \$1,250 Individual/\$2,000 Family

HDHP Medical Plan Bi-Weekly Employee Contribution Rates (26 Paydates)	2024	2025	2026	2027	2028
Employee Only	84.76	91.96	99.78	108.26	117.47
Employee + Child(ren)	146.39	158.83	172.33	186.98	202.87
Employee + Spouse	146.39	158.83	172.33	186.98	202.87

Employee + Family	146.39	158.83	172.33	186.98	202.87
Employee + Domestic Partner	402.88	437.13	474.28	514.60	558.34
Employee + Child(ren) + Domestic Partner	464.51	503.99	546.83	593.31	643.75
Waive Coverage	*	*	*	*	*

*Receive \$100/month payment to waive medical coverage

Calendar year 2023 employee contribution rates for the HDHP Plan are set forth in the 2018-2023 collective bargaining agreement and are incorporated herein by reference.

**The maximum employee contribution rates for the HDHP Plan are set forth in the chart above. If the increase in the actual employee contribution rate for any given level in a particular year over that of the preceding year results in a contribution rate that is lower than what is shown in the chart above, the employee will pay the lower contribution rate. In no event shall an employee's contribution rate exceed the previous year's contribution rate by more than 8.5%. All contribution rate increase information for any upcoming calendar year, including but not limited to methods and information used to calculate or determine contribution rate increases, shall be provided to the Union no later than October 15th of the preceding calendar year.

Dental Plan

- Deductible: \$25 individual/\$75 family
- Annual Maximum: \$1,500 per person
- Orthodontia Lifetime Maximum: \$1,500
- In-Network Features:
- 100% for Type A – ex: cleanings, oral examinations
- 90% for Type B – ex: fillings, TMJ
- 60% for Type C – ex: bridges, dentures, orthodontics

The monthly employee contributions for dental coverage which will become effective on January 1, 2024 are set forth below. During the term of this agreement, the dental premiums will be shared by the employer and employee at a 70% company paid 30% employee paid cost ratio.

Employee Only	\$7.07
Employee + Spouse	\$15.42
Employee + Children	\$18.61
Employee + Family	\$30.00
Employee + Domestic Partner	\$30.61
Employee + Children + Domestic Partner	\$42.14

The Dental Plan for years 2025-2028 is anticipated to be provided by Delta Dental, subject to the Company's right to change providers as set forth herein.

Vision Plan

- In-Network Features:
- Exams, lenses, contact lenses once every calendar year
- Frames once every other calendar year
- Exams covered in full
- Fashion and Designer level frames from "The Collection"/lenses covered in full
- Contact lenses (in lieu of eyeglasses) once every calendar year

The monthly employee contributions for vision coverage which will become effective on January 1, 2024 are set forth below. During the term of this agreement, the vision premiums will be shared by the employer and employee at a 60% company paid 40% employee paid cost ratio.

2023 Vision Plan Monthly Employee Contribution Rates-Davis Plan	
Employee Only	\$2.39
Employee + Spouse	\$4.78
Employee + Children	\$4.82
Employee + Family	\$6.61
Employee + Domestic Partner	\$8.36
Employee + Child(ren) + Domestic Partner	\$10.79

The Vision Plan for years 2025-2028 is anticipated to be provided by VSP, subject to the Company's right to change providers as set forth herein.

Life/Accidental Death and Dismemberment (AD&D)

For 2024, the Company will provide term life/AD&D insurance in the amount of employee's annual base pay, rounded up to the next \$1,000. This amount of insurance is automatically provided. Employees will have the option of purchasing voluntary supplement life and AD&D insurance coverage in multiples of pay up to four times annual base pay, rounded up to the next \$1,000 up to a maximum of \$750,000.00. Employees will also have the option of purchasing spouse and dependent life insurance.

Effective January 1, 2025, the Company will provide term life/AD&D insurance in the amount of twice the employee's annual base pay, rounded up to the next \$1,000. This amount of insurance is automatically provided. Employees will have the option of purchasing voluntary supplement life and AD&D insurance coverage in multiples of pay up to five times annual base pay, rounded up to the next \$1,000 up to a maximum of \$1,000,000.00. Employees will also have the option of purchasing spouse and dependent life insurance. These providers, benefit levels, terms and conditions, and employee contribution rates shall be the same as those applicable to no-represented employees of the Company.

Note 1: Employees with SBI/Special Life may elect instead to continue their coverage.

Flexible Spending Accounts

Flexible Spending Accounts provide a tax benefit by allowing employees to pay for certain health care and dependent day care out-of-pocket expenses with pre-tax dollars. All dollars in the account must be used each year. Any unspent funds at year-end cannot be refunded or carried over to the next year (per IRS regulations). A grace period is offered to allow expenses to be incurred through March 15. The following two flexible spending accounts are available:

Health Care Reimbursement Account: Employee may contribute up to \$3,200 per year.

Dependent Day Care Reimbursement Account: Employee may contribute between \$120 and \$5,000 per year.

Health Savings Accounts

Company contributions to the Health Savings Account shall be made by the end of January for each plan year, commencing with the 2016 plan year. Employees will be eligible to make pre-tax contributions to the Health Savings Accounts as permitted under Internal Revenue Service regulations.

LONG TERM DISABILITY (LTD)

LTD coverage provides financial protection in the event an employee cannot work for a long period of time because of an accident or personal illness. The LTD plan pays the employee a monthly benefit for as long as employee is disabled, as defined by the plan, beginning after employee has been continuously disabled for at least 180 days and continuing up to age 65, unless employee recovers.

Employees automatically receive LTD coverage in the amount of 60% of normal monthly earnings at no cost.

IRS Ruling 2004-55 will be used to determine taxability of the LTD benefit. This provision of the tax code allows the employee to decide whether the premium for the coverage is to be taxed (post-tax) or the amount of the LTD benefit is to be taxed (pre-tax).

Post-Tax: The premium for this coverage is included on the employee's W-2 as taxable income and employee would receive the LTD benefit at the time of disability on a tax-free basis.

Pre-Tax: The premium for the cost of coverage is not included on the employee's W-2 as taxable income, and at the time of disability employee would be responsible for paying taxes on the benefit payment.

Notes:

1. Employees who qualify for LTD benefits will be able to continue medical coverage, including eligible family members who are covered under the medical plan at the time of disability. The employee will still be required to pay their monthly contribution. Plan provisions may change annually. The employee is eligible to continue medical coverage with contribution payments as long as they meet the definition of disabled and continue as an eligible participant under the LTD plan. If LTD coverage terminates or the employee dies, the medical coverage will terminate at the end of the month in which the LTD eligibility ends.

SAVINGS PLAN

Eligibility

All regular full-time employees scheduled to work or who actually work 1,000 hours per year and who are at least 18 years of age. Participation automatically begins on your date of hire or your 18th birthday, whichever is later.

Allowable Employee Contributions

- 0% - 75% of compensation on a pretax basis – not to exceed IRS regulations
- 0% - 75% of compensation on an after-tax basis
- 0% - 75% of compensation on a combination of pretax or after-tax basis; after-tax contributions limited to 20%
- Automatic Enrollment of new employees at 6%, with a 1% annual increase each year to a maximum of 10%.

Catch up contributions permitted.

Compensation is actual base pay received.

Allowable employee contributions for bargaining unit employees will at all times be the same as those in effect for non-highly compensated salaried Essential Utilities employees.

Company Match

- All employees, regardless of years of service, shall receive a 100% match (up to 6% of compensation)

Company match vests after 3 years of service or immediately upon retirement, disability or death.

Roth Option

Employees shall have the option to make Roth 401K contributions.

Investment Funds

Investment funds for bargaining unit employees will at all times be the same as those in effect for PNG salaried employees.

Loans

- Loans limited to 2

- Minimum Loan Amount - \$1,000
- Maximum Loan Amount – lesser of 50% of total vested account or \$50,000, minus highest outstanding loan balance during last 12 months
- Term – minimum of 12 months and a maximum of 60 months
- Loan processing fee is fully paid by the employee.

Withdrawals

- One in-service withdrawal permitted per calendar year
- After-tax amounts and company match (must be in account for 24 months) are available for in-service withdrawal
- Age 59 ½ withdrawal of total vested account balance (company match must be in account for 24 months)
- Hardship withdrawals under IRS “safe harbor” rules
- “Standing” withdrawals eliminated

Rollover Option

While an employee, eligible in-service withdrawals can be rolled over into a personal IRA.

Distribution Options at Termination and Retirement

Lump sum

- As soon as administratively possible
- As required by applicable law. For 2024, they are deferred until age 72 if account balance greater than \$ 7,000 (after exclusion of Rollover contributions)
- Installments (available only upon retirement)
- Commencing at retirement and paid according to life expectancy tables
- Paid the first of day of each calendar quarter
- On demand distributions not permitted

Miscellaneous

- Quarterly individual participant account statements
- Internet access allows employees to receive current account information, change their contribution percentages, change the way their contributions are invested, make transfer between investments, request certain distributions, and obtain performance information

Non-Elective Employer Contributions

All employees will receive an annual 6% contribution on base pay into the Defined Contribution Plan deposited on a biweekly basis.

Defined Benefit Plan

The Company shall maintain, for certain hourly employees, during the terms of this agreement the Pension Plan for Hourly Paid Employees of Peoples TWP LLC, amended and restated effective January 1, 2013. The Plan will be amended to allow for receipt of benefits to begin at age 55 to reflect eligibility for the early retirement program. Plan provisions are outlined in the plan document.

Retiree Life Insurance Plan

Employees retiring with at least 10 years of credited pension service will automatically receive life insurance in the amount of 50% of their base pay at the time of retirement, up to a maximum amount of \$50,000. This coverage is provided at no cost to the retiree.

Retiree Medical

A. Individuals Retired Before Ratification of This Agreement

Employees retired from Local 666, 242 and 12050 prior to April 9, 2016, shall be covered under the retiree medical plan, if any, applicable to them by virtue of the terms of any labor agreement in effect between their union and the Company or its predecessor.

Employees retired as members of Local 666 with 10 or more years of service who retire on or after January 1, 2011, and prior to April 9, 2016, who are not Medicare eligible, and their covered dependents, will be provided medical coverage under the Retiree Medical Plan. The participant's monthly contribution rates for 2015 were \$136.78 per individual/\$190.45 per family. The Union agrees to reimburse the Company through the VEBA for retiree medical premiums paid by the company on behalf of the retiree. Effective January 1, 2016, monthly contribution rates will increase based on the percentage increase in the medical component of the consumer price index. In no event will monthly contributions increase by more than 5% per year.

Employees retired as members of Local 666 with ten (10) or more years of service who retire on or after January 1, 2011, and prior to April 9, 2016, who are Medicare eligible (generally age 65 and over), and their covered dependents, have all been and will be covered by the Retiree Medicare PPO. Monthly contribution rates will be set by the insurance company in conjunction with Medicare requirements. The Union agrees to reimburse the Company through the VEBA for retiree medical premiums paid by the company on behalf of the retiree.

B. Individuals Retired On Or After April 9, 2016

1. Employees with ten or more years of Company service will be offered the opportunity to participate in the pre and post 65 retiree medical plans.
2. The Union accepts 100% responsibility for the premium expense for pre-65 retiree medical PPO coverage for employees retiring at age 55 and until the retiree reaches age 58, with the exception as stated in number 6 below for employees who elect to participate in the one-time 2016 Voluntary Retirement Program.
3. The Company accepts responsibility for 75% of the premium expense for pre-65 retiree medical PPO coverage beginning at age 58 and until the retiree reaches age 65, with the exception as stated in number 6 below for employees who elect to participate in the one-time 2016 Voluntary Retirement Program.
4. The Union accepts 100% responsibility for the post-65 retiree Medicare supplement plan beginning at age 65, with the exception as stated in number 6 below for employees who elect to participate in the one-time 2016 Voluntary Retirement Program.
5. For employees electing to participate in the one-time 2016 voluntary retirement program, the Company will cover 100% of premiums for the first three years of combined (pre-65 and post-65) retiree medical coverage.
6. Employees/retirees who are age 65 with 10 years of service, and their spouse (and dependents, if applicable), will be covered by the Medicare Supplement plan. Monthly contribution rates will be set by the insurance company in conjunction with Medicare requirements.
7. The Union agrees to reimburse the Company through the VEBA for retiree medical premiums paid by the Company on behalf of the union.
8. The Pre-65 Retiree Medical Plan for employees retiring on or after January 1, 2016 shall be the Highmark PPO plan design summary previously agreed upon.
9. For calendar year 2016, The Retiree Monthly Contributions for individuals pre-65 who retire on or after January 1, 2016 shall be \$124.29 for retiree only and \$334.82 for two person or family.

C. Applicable In All Cases

If an active employee who passes away would have been eligible for retiree medical coverage had that employee

retired on the date of his/her death, the surviving spouse and all eligible dependents of that employee will be eligible for retiree medical coverage under the provisions of this agreement to the same degree as they would have been entitled to such coverage if the employee had retired on the date of death.

Annual contributions to the Union VEBA will be the greater of \$2.0 million per year or 3.75% of annual gross wages for all employees.

It is further agreed that no costs or fees of administering the Supplemental Health Plan for the PNG Active and Retired Participants shall be borne by the Company. In the event the Participation Agreement ceases or is terminated, the UWUA Fund ceases or is insolvent or terminated, the employer's obligations under Article IX, Summary Plan Description and Participation Agreement cease and shall not be renewed. The contribution rates (to the fund), outlined above will be paid to the employees as additional wages and the employees will be responsible for all payments required to continue coverage.

The Company agrees to the substitution of another multi-employer VEBA for the SEIU Health and Welfare Fund and/or the UWUA Health and Welfare Fund, provided that the Participation Agreement of the new VEBA is substantially similar to the current Participation Agreement and requires no obligations on the part of the company that are not already imposed by the current Participation Agreement. Specifically, the Company's sole responsibility must continue to be to make contributions referenced herein to the new VEBA, and the Company and its non-union employees will have no fiduciary, financial or other responsibilities for the new VEBA. Such Company contributions shall be used for the exclusive purpose of paying medical benefits in accordance with the Participation Agreement.

Article X WAGES

Section 1

The Company and the Union agree that for the duration of this Agreement wages shall be as set forth in the Classified Rate Schedule.

Section 2

The wage rates herein provided shall be effective as of the dates established in the classified rate schedule.

Short Term Incentive Plan

Participation in the Short Term Incentive Program ("STI") Program Years: Union eligible employees will be eligible to share in the Peoples Natural Gas STI each calendar year during the term of this Agreement subject to the terms outlined below. Goals, goal-weighting and payout provisions will be consistent with those established for salaried employees. Incentive awards will be prorated for new hires, and for employees who retire or are on disability during the calendar year.

In the event that annual goals are achieved, Union eligible employees will qualify for a target payout of five percent (5%) of Qualified Earnings (base pay and overtime) with the same provisions as described to salaried employees. Such payout will occur in March following the close of the calendar year. Incentive award will be prorated for new hires, and for employees who retire or are on disability during the year. Incentive awards are subject to all applicable taxes, and are not considered compensation for benefits purposes, or for computing base pay, Savings Plan contributions or Pension Plan calculations.

Section 3

Employee paychecks will be directly deposited into an account designated by the employee, provided the bank is approved by the Company, for all employees, except those who are receiving paychecks as of November 1, 2015. Once employees are enrolled in direct deposit, they will be prohibited from returning to payment by paycheck, except in cases where an employee has incurred three or more direct deposit transaction errors during the life of the contract.

Section 4

When an employee works in a cross classification, he will be paid either his current rate of pay or the rate of the job he is cross classified into, whichever is greater. Cross classification will be offered to qualified individuals in the selected classification by seniority and if enough individuals do not accept then individuals will be assigned in reverse seniority order. Once an employee is cross-classified on any day, he/she shall remain in that classification for the entire day.

Section 5

2143 time is thirty-two and a half (32.5) percent.

Article XI PREMIUM PAY

Section 1

Shift Premium. A shift premium of .75 cents per hour will be paid to employees while assigned to scheduled hours of work, the majority of which occur within the period from 4:00 p.m. to 8:00 a.m. (this excludes employees electing to work a four ten-hour day schedule or other alternative schedule(s)).

Section 2

Premium for Sunday work. A premium of \$1.50 per hour shall be paid for all hours of work on Sunday

Section 3

Premium for Work on an employee's Second Consecutive Rest Day. Double time shall be paid for all hours worked and the balance of a minimum callout that falls on an employee's second consecutive day of rest, in addition to shift premium or Sunday premium that may be due for work on that day.

Article XII HEALTH AND SAFETY

Section 1

The Company agrees to furnish safe, healthful, and sanitary working conditions.

While the Company has the responsibility of implementing safety policies and conducting safety programs, it is recognized that bargaining unit employees will be responsible for adhering to these policies and programs, as the Company may deem necessary.

Nothing in this section shall limit an employee's access to the grievance procedure.

Section 2

The Local Union Safety Coordinator shall be elected in each location and will operate in accordance with policies developed by the Joint Union Management Safety Committee. The duties of local Safety Coordinators and Responsibility Groups are outlined in the "Care Coordinators Duties" document dated June 1, 2011.

Section 3

The Company agrees to conduct a Safety Training Program for the Union. The program shall be one day, to be conducted each year for Union Officers and all Union Safety Coordinators designated in Section 2 of this Article.

Section 4

Plant inspection tours and job site safety inspections shall be conducted bimonthly, with the Local Union Safety Coordinator in attendance. A report will be sent by the local Management Safety Coordinator to the Union Safety Chairman and Management's designated safety representative within two (2) weeks of the inspection. Once each year the bimonthly inspection tour will consist of job site safety inspections conducted by the local Safety Coordinators, a representative from the Safety and Training Department and the Union Safety Chairman.

Section 5

The Union Safety Chairman and Management's designated safety representative or the Accident Prevention Representative shall meet periodically to discuss safety issues and concerns, unless mutually agreed otherwise.

Section 6

An alleged unsafe, unhealthful, or unsanitary working condition should be reported by the employee to his supervisor and the Responsibility Group Safety Representative. If the matter is not resolved within a reasonable time, it should be reported by the employee or the Union to the Safety Coordinators. They will meet with the employee, his supervisor, and the Responsibility Group Safety Representatives. Management's designated safety representative and the Union Safety Chairman will be available to provide guidance to the local Safety Coordinators, if necessary. If the situation is not resolved by the Safety Coordinators, the findings are reported through the appropriate management levels for disposition.

Section 7

All accidents and unsafe conditions investigated by the CARE coordinators will be reported to the Union Safety Chair by providing a copy of the accident investigation report within a reasonable time after Management's designated safety representative receives it.

Article XIII CONTRACTING WORK

Section 1

Work contracted by the Company will not in any way cause layoff, the reduction of an employee's classification, or the reduction of an employee's normal workweek.

Section 2

While actual pipeline construction is in progress, employees inspecting contracted work will work the same schedule as the contractor. Employees assigned to inspect actual pipeline construction will receive a minimum of Pay Grade 12.

Section 3

Bargaining unit employees shall haul material and pipe from Company property to contracted jobs if at all possible.

Section 4

Pipeline contractors hired by the Company performing pipeline construction will not dig over live lines (except in an emergency) unless a bargaining unit employee is present.

Section 5

Only bargaining unit employees shall handle live gas.

Section 6

All Company equipment shall be hauled by bargaining unit employees if at all possible.

Section 7

The Company will notify the Union Executive Committee of all contracting of work performed during each calendar quarter. The notice shall be given within the first thirty (30) days of the following calendar quarter. This notification is for informational purposes only.

Section 8

In the event underwater leak repairs are necessary, the Company agrees to inform the Union Executive Committee of such scheduled work prior to the commencement of the job and assign a member of the bargaining unit to that job who will be responsible for operation of Company equipment and delivery of material to the underwater leak repair job.

Section 9

Bargaining Unit will be on site during the encapsulation and perform all work except epoxy mixing.

Section 10

Local 612 employees will perform the following work that was performed by contractors: Vac truck work (except as otherwise provided in the Vac Truck Work Agreement), Mobile leak survey (excludes work currently performed by the Pipeline Integrity Specialist).

Section 11

Snow removal duties will be offered to the fitter group in accordance with procedures established by management prior to contracting out the work.

Article XIV WORKING HOURS

Section 1

Eight (8) or ten (10) consecutive hours shall constitute a workday. Employees in the corrosion classification shall continue to have the option of choosing either a five day eight hour a day scheduled or a four day ten hour a day schedule.

Employees will be afforded 30 minutes of daily break time to be taken in route to or on the job site either in one 30 minute period or two 15 minute periods.

NOTE: If an employee, who is working the four ten-hour day schedule, is placed on military leave/activation, the employee will be switched to the standard five eight-hour day schedule.

Section 2

The workweek shall begin at 00:01 a.m. Sunday. Five (5) eight (8)-hour workdays, or four (4) ten (10) hour days, shall constitute a workweek, except that some schedules may result in more or less than forty (40) hours in a work week for an average of eighty (80) hours over two consecutive weeks. At least two rest days shall be consecutive unless otherwise agreed upon. An employee shall be notified 48 hours prior to the start of the workweek of any schedule change.

Section 3

Agreement was reached involving scheduled ten (10) hours of work between The Peoples Natural Gas Company and the Utility Workers Union of America Local 612, AFL-CIO. The terms of Agreement are as follows:

Management reserves its right to schedule employees as needed to complete necessary work up to sixteen (16) hours. These employees will receive benefits as specified in this agreement.

Regardless of scheduling, an employee will not be given a meal or meal allowance for scheduled overtime worked on any days of rest unless he works ten or more hours that day for employees working a five eight hour a day work week. An employee working a four ten hour day schedule will not be given a meal allowance until they have worked 12 or more hours.

Section 4

A normal shift or schedule will begin at 7:30 a.m., 11 a.m., 4:00 p.m., or 12 midnight with a variation of one hour or less. With the exception of station employees and roving mechanic, shifts and schedules will be chosen by union seniority within each shop and classification. During the month of September, existing employees within each shop and

classification will be given the opportunity to re pick their shifts on the basis of union seniority. Employees will start their new shifts effective on the first full pay in October. Any schedules, which vary by more than one hour, will be presented in writing to the Employee and Human Resources Department. These schedules must be accepted by members of the Executive Committee of the Union and Local Management and Human Resources prior to implementation.

Section 5

With the exception of employees working the four ten-hour day work schedule, all hours worked in excess of eight (8) hours per day or forty (40) hours per week (i.e., 00:01 a.m. Sunday to midnight Saturday) shall be paid at the rate of time and one half. All hours worked during the employee's normal schedule will be paid at straight time.

In order to accurately document hours worked by Station Engineers, and/or others assigned to perform shift work, some schedules may result in more or less than forty (40) hours per week.

Employees on the four ten-hour day schedule will not be eligible to report overtime until time worked exceeds ten (10) hours a day or 40 hours per week.

Section 6

The appropriate premium rate shall be paid for all unscheduled hours of work. A minimum of three (3) hours will be paid for any call-out overtime, except that one and one half hours shall be paid for call-outs that are dispatched ninety (90) minutes or less prior to an employee's regular schedule. One hour shall be paid for call-outs that, once made, are canceled if the cancellation is communicated to the employee before the employee leaves home. If the employee is called during free time for information, the employee shall be paid at overtime rates for the time spent providing the information, or for one hour, whichever is greater.

Should any callout overtime distribution errors result in a bargaining unit employee losing a work opportunity to another bargaining unit employee, the subject employee will receive direct payment at the appropriate overtime pay rate for the hours missed provided the employee has accepted at least one of his last five callout opportunities or has a callout acceptance rate of at least 20% in the last calendar quarter. If the employee does not meet either of the above criteria the employee will be offered the opportunity to make-up the overtime by performing non-classified work. In instances where a callout overtime distribution error results in a bargaining unit employee losing a work opportunity to someone outside the bargaining unit, once it has been determined that an error has occurred, the affected employee will receive direct payment for the hours missed.

Section 7

It is recognized that due to conditions that may arise from time to time, employees may be required to work for extended periods of time in order to protect the public health and welfare and the interest of the Company. In such cases, the Company will make every effort to relieve the employees when they have worked sixteen (16) consecutive hours.

A six (6) hour break period shall be required in order to stop consecutive working hours. If such break period is not given, the employee will continue to be paid at the appropriate rate. If such break period starts within the employee's normal work schedule, no loss of straight time wages shall be incurred. Otherwise, the employee will be paid only for hours worked during the remainder of his regular schedule after the six (6) hour break.

Employees who respond to unscheduled callout overtime will be afforded at least a six-hour (6) rest period before being required to report to work for their regular shift. If this six-hour (6) period extends into their normal shift, the employee will suffer no loss in straight time earnings. If an employee is required to report to work prior to the completion of his or her six-hour (6) rest period, he or she will be paid time and one half for time worked within the six-hour (6) period. This provision does not apply to employees who are called out within the three-hour (3) period immediately prior to their regularly scheduled starting time.

Examples of Pay for Working Hours (These are examples to clarify various scenarios involving the use of the six (6) hour rest period and not an indication of actual working hours. Normal shifts will be 8 or 10 hours long and include 30 minutes of paid break time)

1. Employee working regular or normal shift: 8:00 a.m. to 4:30 p.m.

8:00 a.m. to 4:30 p.m. -- eight hours -- straight time

Continues working 4:30 p.m. to 12:30 a.m. -- time and one half (Company will try to relieve employee after 16 hours). If he continues, he will be paid double time and must be given a six-hour (6) hour break in order to break his time. If the employee works until 5:00 a.m., he will not come back to work until 11:00 a.m. (six-hour (6) break) for his next scheduled shift unless requested by Management. The employee will receive three hours of pay (8:00 a.m. to 11:00 a.m.) at the straight time rate during the break period. However, after the six (6) hour break, the employee will be paid only for hours worked during the remainder of his regular schedule.

If requested by Management to return to work before the six (6) hour break period is completed, the employee will continue to be paid at the double time rate.

2. Employee working regular or normal shift: 8:00 a.m. to 4:30 p.m.

8:00 to 4:30 p.m. -- eight hours -- straight time

Employee is called out and is relieved after 16 consecutive hours, which begins a six (6) hour break period at 9:00 a.m. He will be paid straight time for his normal shift, 8:00 a.m. to 4:30 p.m., as follows:

- 8:00 a.m. to 9:00 a.m. -- Time worked during normal shift
- 9:00 a.m. to 3:00 p.m. -- 6-hour break period
- 3:00 p.m. to 4:30 p.m. -- Balance of regular shift

If employee is called back out to work following the six (6) hour break, he will be paid an additional time and one half for hours worked during this normal shift until 4:30 p.m. After 4:30 p.m. if employee continues working, he will be paid at the rate of time and one half.

If an employee whose regular starting time is 8:00 a.m. is called out to work at 2:00 a.m., and he/she works until 6:00 a.m., he/she shall report to work at noon. He/she will be paid at overtime rates from 2:00 a.m. to 6:00 a.m., and at straight time rates from 8:00 a.m. until 12:00 p.m.

If an employee whose regular starting time is 8:00 a.m. is called to work at 2:00 a.m. and he/she works until 9:00 a.m., he/she shall report to work at 3:00 p.m. He/she will be paid at overtime rates from 2:00 a.m. until 8:00 a.m., and at straight time rates from 8:00 a.m. to 3:00 p.m.

Section 8

Changes of employees' straight-time working hours may be made within the limits of this Agreement upon not less than fifteen (15) hours notice.

Section 9

Employees shall not be required to take time off without pay to balance the weekly work schedules.

Section 10

It is agreed that there shall be no pyramidal of overtime premiums under any section of this Article.

Section 11

It is recognized by the Company and the Union that conditions may arise, which require employees to work longer than their normal schedule. In order to protect public health and welfare and the interests of the Company, employees and management will abide by the following:

1. It is the intent of the Company to try to distribute overtime equitably.
2. If an employee is needed for overtime work, he shall be obligated to work unless he can provide a reasonable explanation.

3. Except as otherwise provided in this Section 11, callout overtime shall be distributed in accordance with the callout rosters within the reporting headquarters, as established by management. Roster changes will be effective each Monday at 7:00 am. Employee's names will be listed on rosters by classification and ranked in order of company seniority. When a callout assignment occurs, the senior employee at the Location within the needed classification will be called first. Successive callout opportunities will be initiated by beginning the calls with the name of the employee following the name of the last employee who accepted overtime in that Location. Proximity-based callout will be used to back up Customer Service and Damage Prevention classifications and at a minimum the Company will call seven additional qualified employees if needed. For all other classifications backup lists will be used and then if needed, calls will be made to an adjacent location as determined by management. The company will only be required to call each employee once but messages will be left on appropriate answering devices, if those devices will receive a message within 15 seconds of activation. If the company is unable to acquire an employee by these procedures, management will take appropriate steps to respond to the callout.
4. For pipeline construction jobs, scheduled overtime work will be offered to the employees who worked the job on the previous workday. If additional employees are needed, the process set forth in the "Scheduled Overtime Agreement" of Article XXXV will be followed.
5. All overtime shall be posted monthly on a departmental basis.

Section 12

The Company may place employees on stand-by in order to establish adequate coverage for emergency response. The right to place employees on stand-by will be triggered when at any location there are two occasions within a two week period that employees at the location do not respond to a callout attempt.

1. At each location, the company will determine, based on operational needs, the number of employees needed to be on stand-by. There will be a minimum of one employee and a maximum of the lesser of 4 or 25% of the number of employees in the classification assigned. These employees can be assigned on a weekly or daily basis. Monday 07:30 start, and stand-by will be rotated through all qualified participating employees one time.
2. Stand-by employees will receive \$40 of stand-by pay for each day assigned. In order to ensure response time requirements, the stand-by employee will take a truck home for the duration of the stand-by assignment; with the exception of pipeline O&M.
3. The stand-by employee will be the first employee dispatched on an emergency. This is to improve emergency response and lessen the dispatch call times. For stand-by, emergency calls will be defined as calls for Fire, Carbon Monoxide, Inside and/or Outside Odor, Damaged Facility, Emergency Locates, No Gas, Low Pressure, Leak repair, and High Pressure. All other calls that need responded to (i.e. light-ups, connect & set) will be dispatched using the normal callout procedure. If all stand-by employees at a location are on an emergency and another emergency needs dispatched, the normal call out procedure will be followed. Once the employee is working the Company has the option to use the employee on additional calls prior to calling out additional employees.
4. In the event of schedule conflicts, stand-by employees may solicit substitutes for their duty with 24 hour notice. However, no employee will be permitted to regularly substitute out of his/her fair share of stand-by duty. Employee changes of schedule will be in effect for a 24 hour period.
5. Stand-by duty will be offered to qualified volunteers at the designated location in seniority order. If there are not enough volunteers to fill the duty slots, the employee(s) with the lowest amount of callout overtime worked will be forced.

Section 13

Overtime arising at the end of the day at any reporting headquarters shall be offered to such employees present in the crew room ten (10) minutes prior to quitting time according to the practice existing at each headquarters.

Section 14

Where at the request of another Gas Utility (“foreign utility”), an employee is sent to work in another gas utility’s service territory, all hours worked, including travel time, shall be paid at two (2) times the straight time rate unless a higher rate is applicable under this agreement. The Company shall not force any employee in this bargaining unit to perform work at a foreign utility. The Company shall seek qualified volunteers from reporting locations determined by management and volunteers will be selected by seniority within the needed classification. The Company shall not seek volunteers or assign employees to report to any areas where employees are on strike. All reasonable lodging and meal expenses supported by proper documentation shall be paid by the Company.

Article XV WEATHER CONDITIONS

Section 1

It is recognized that certain work and operations of the Company must be performed regardless of weather conditions. However, when practicable, employees may not be required to work out of doors in severe weather conditions.

Section 2

All bargaining unit employees who report to work under the Article will be assigned available work and will not suffer loss of straight time pay.

Section 3

Overtime under this Article shall consist of time actually worked, provided however that bargaining unit employees who report for scheduled overtime will be assigned available work for a minimum of two hours.

Article XVI ASSIGNMENT OF WORK

The Management agrees that Company employees not covered by this Agreement shall not perform classified work except for instructional purposes or when necessary in order to protect the health and safety of the public or except as provided for in Article XXIX - Trainees.

Article XVII HOLIDAYS

Section 1

Subject to necessary regulations, in order to maintain continuous service, all regular employees on active payrolls shall be granted the following named holidays with pay:

1. New Year’s Day (January 1)
2. Martin Luther King Day (3rd Monday in January)
3. Good Friday (Friday preceding Easter)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veteran’s Day (November 11)
8. Thanksgiving Day (Fourth Thursday in November)
9. Day after Thanksgiving
10. Christmas Eve (December 24)
11. Christmas Day (December 25)
12. Personal Holiday (January 1 to December 31)* / **

*Personal Holiday may be taken in ½ day increments

**Employees working the four ten-hour day schedule will be given ten (10) hours to account for Personal Holiday and Floating Holiday time. In the event a holiday falls on an employee’s scheduled day off, they will be treated as per current contract language, consistent with station employees: 1) have the ability to get paid for it, which gives them an extra ten

(10) hours pay at straight time in their paycheck; or 2) defer the holiday and receive a floating holiday (10 hours) "in lieu of" to be used within four weeks of the holiday.

Section 2

Employees who may be scheduled to work on the actual holiday, or the day granted in lieu of the holiday, shall have the option of: 1) double-time and one half for the day worked, or 2) a day off at a time mutually agreeable to the employee and Management within the same pay period in which the holiday falls or the following pay period. This option shall exist unless the employee is scheduled to work both the actual holiday and the day in lieu of this holiday, then premium pay shall be limited to the actual holiday. Time worked before or after the regular work schedule shall be paid for at the rate of time and one-half.

Section 3

Time and one-half shall be paid for all unscheduled work on holidays in addition to straight time for the holiday, except that double time shall be paid for all unscheduled work in addition to straight time for the holidays on Thanksgiving Day and Christmas Day.

Section 4

In cases where the Company does not designate equivalent time off due to a holiday falling on an employee's rest day, an employee entitled to a day off in lieu of said holiday shall take it at a time mutually agreeable to the employee and Management within the same pay period in which the holiday falls or the following pay period.

Section 5

In cases when an employee is off sick for a period of time which involves a holiday, the employee will not be charged with a sick day for the holiday. Likewise, if an employee is off on military leave, the employee will be given credit for the holiday and no military pay deduction will be made for that day.

Article XVIII VACATIONS

Section 1

The vacation season shall extend through the entire calendar year.

Section 2

All regular employees completing active service as of December 31 of a given year will be granted vacation with pay based on the following schedule:

Date of hire to 1 year of service	1 Week Vacation
1-4 Years of Service	2 Weeks Vacation
5-13 Years of Service	3 Weeks Vacation
14-21 Years of Service	4 Weeks Vacation
22-29 Years of Service	5 Weeks Vacation
30 or more Years of Service	6 Weeks Vacation
The additional week of vacation will be added in January of the anniversary year. (EX: Employee's 5 th anniversary date is June 9, 2011; he will receive 3 weeks of vacation effective January 1 st of 2011.)	

Section 3

It is understood and agreed that the preference of an employee's requested vacation time shall be given consideration, and the vacation period must be taken at a time, which in the judgment of local management makes for the efficient operation of the unit concerned. It is recognized that it is desirable to take vacation in periods of not less than one (1) week. The scheduling of vacations for a period of less than one week, except in an emergency, shall be requested by the employee to his immediate supervisor prior to the beginning of the workweek. Three (3) days from their annual

complement of vacation days may be taken without the notice requirements noted above, in the same manner as an employee's Personal Holiday outlined in Article XVII. These three (3) vacation days may be taken in one-half (1/2) day increments.

Section 4

Employees shall indicate preference for vacation periods on a vacation schedule as required by Local Management.

Section 5

Employees will have the option to carry over two (2) weeks of vacation into the next calendar year. The postponed week(s) will be taken in a full week increment(s) during the following year and will be in accordance with Section 3 above. The request for carryover must be presented in writing to the employee's supervisor no later than December 1 for vacations postponed into the next calendar year.

Section 6

Employees electing the four ten-hour day schedule will deduct increments of ten (10) hours when charging vacation, death in family, and sick time when off the entire day. It is understood that when employees change to and from the four ten-hour day schedule and the five eight-hour day schedule, vacation will be calculated in hours rather than days so that the appropriate amount of vacation is used and credited.

Article XIX SICKNESS/DISABILITY BENEFIT

Section 1

When an employee is absent from work because of sickness or disability for three (3) or more consecutive workdays, before returning to work, the employee must provide medical documentation from his/her physician that sets forth his/her diagnosis, and whether he/she is released to full duty. All medical documentation must be sent to the Health Services Inbox or its equivalent.

Pay continuation under this sickness/disability benefit shall be as follows:

SICKNESS/DISABILITY BENEFIT SCHEDULE			
Years of Credited Service	Weeks at Full Pay	Weeks at Half Pay	Total Weeks of Benefits
0-6 months	4	2	6
6 months but less than 5	4	22	26
5	8	18	26
6	8	23	31
7	8	28	36
8	8	33	41
9	12	34	46
10 but less than 20	12	40	52
20 but less than 25	14	38	52
25 but less than 30	16	36	52
30 or more	18	34	52
Note: 1 week = 40 hours			

Section 2

Refresh provision. When an employee uses his/her sickness/disability benefit and then does not miss a full sick or dependent care day within the next 182 calendar days (six months), the employee is restored to full benefits under the sickness/disability policy.

Section 3

The current Family and Medical Leave Act policy and/or process will remain in effect, except that when an absence qualifies under FLMA, FMLA will begin to run on the first day of the qualifying absence and will run concurrent with any paid or unpaid time off.

Section 4

The current practice applicable to members of Local 612 relative to the bonus for attendance during the calendar year shall apply to all bargaining unit employees.

Section 5

Employees may use up to forty (40) hours of their sickness/disability benefit in a calendar year to care for immediate family members who are ill, elderly or less able, or deprived of abilities to care for themselves, and who are dependent on the employee to provide care.

Article XX PUBLIC SERVICE

Section 1

Regular employees temporarily engaged in public service for which they are compensated from the public treasury, such as jury duty, witness duty, and election board service, shall receive their regular earnings in addition to the compensation received from the public treasury for each scheduled day that they are absent from work in performance of the above public duties.

Section 2

It is understood, however, that such absences shall be taken only with prior knowledge and approval of the employee's immediate supervisor. Employees dismissed from the above duties prior to a scheduled workday shall report to work at the start of the scheduled workday. Employees dismissed from the above duties between 8:00 a.m. and 11:00 a.m. on a workday will report for work within a reasonable time.

Section 3

Employees, while engaged in public service, shall be scheduled to start at 8:00 a.m.

Article XXI UNPAID TIME OFF AND BEREAVEMENT

Section 1.

In cases of death in the immediate family, the employee will be excused with pay for up to five (5) workdays at straight-time rate.

Immediate family will include husband, wife, domestic partner, children (including stepchildren), parents (including step parents, parents-in-law, and legal guardians), and siblings (including steps and in-laws)

In cases of death of an extended family member, the employee will be excused with pay for up to three (3) workdays at the straight-time rate.

Extended family members include grandparents (including step and in-laws), aunts and uncles (including step and in-laws), grandchildren (including step grandchildren), and nieces and nephews (including step and in-laws).

An employee will be excused with pay for up to one (1) workday at the straight-time rate in the event of the death of a cousin or other family member.

No additional time off allowed will be permitted beyond the days provided herein and the Company may require documentation supporting the need for bereavement leave..

Section 2.

Upon approval of a supervisor or manager, regular employees may take up to forty (40) hours of unpaid time off each calendar year.

Section 3.

Regular employees with one (1) year of service or more may request a unpaid leave of absence of up to ninety (90) calendar days off for his/her own serious health condition or to care for a parent, spouse, or dependent who has a serious health condition. The unpaid leave of absence must be approved by the Vice President of Human Resources/CHRO and the President of Peoples Natural Gas Company, provided however, that approval shall not be unreasonably withheld. Except for vacation, all applicable time off benefits must be exhausted before taking an unpaid leave of absence under this section.

Article XXII EXPENSES

Section 1

The Company will pay reasonable expense for travel, meals, and lodging of employees assigned to temporary duty, which requires them to be away from home overnight.

Section 2

The Company will pay a meal allowance to employees who are called out for unscheduled overtime and required to work four (4) hours or more. Employees will receive additional meal allowances for each four-hour period worked thereafter.

Section 3

The Company will pay a meal allowance to employees who are required to work two (2) hours or more past their normal work schedule. Employees will receive additional meal allowances for each four (4) hour period worked thereafter.

Section 4

If the period of time worked is less than four (4) hours, any time spent eating the meal will not be paid. If the period of time worked is more than four (4) hours, any time spent eating meals will be paid. Time spent eating meals will be paid up to one-half hour if required.

Section 5

Reimbursement shall be by paycheck no later than the second paycheck following submission of the appropriate form. If the reimbursement is not made in the second paycheck, the affected employee will be reimbursed through a separate expense check.

Section 6

Employees who are called out to work during the normal meal periods of 7:00 a.m. to 9:00 a.m., 11:00 a.m. to 1:00 p.m., and 4:00 p.m. to 6:00 p.m. will be entitled to a meal allowance in accordance with Article XXII, Section 2, and additional meal allowances every four hours thereafter until the overtime assignment is completed. These meal periods will be recognized for all call-out overtime assignments except those, which occur prior to an employee's normal working hours in the morning. Employees who are called out in this manner and who continue to work on the overtime assignment through or until their normal starting time will be entitled to two meal allowances.

Section 7

Meal allowances paid under this Article will be equal to \$15.00 for the life of this Agreement.

Article XXIII AUTOMOBILE MILEAGE ALLOWANCE

The Company will not require the use of personal vehicles. All employees who are authorized by the Company to use their own automobiles on Company business shall be paid mileage by the Company as follows:

Section 1

Employees shall be paid actual mileage excluding the distance to and from the employee's residence and the district offices or reporting headquarters, or to and from the employee's residence to the point where the day's work begins. This Section shall not affect the mileage allowance of employees who are directed to report to scattered work locations.

Section 2

Where two or more eligible employees ride in one car, only one (1) mileage claim shall be allowed.

Section 3

All mileage claims are subject to the Company's requirements for liability insurance coverage and must have the prior approval of Local Management.

Section 4

Payment for approved mileage shall be monthly at the prevailing Internal Revenue Code rate. If the Internal Revenue Service eliminates its mileage provision, payment shall be monthly at the Final Internal Revenue Code Rate

Section 5

When responding to a callout on overtime, employees who drive their personal vehicle shall be paid mileage for the distance from their home to the shop and they shall be paid mileage from the shop back to their homes.

Article XXIV LAYOFFS

Section 1

Layoffs of regular employees shall be administered on a seniority basis within the bargaining group applied Company wide.

Section 2

Recalls from layoffs shall be in the reverse order of layoffs.

Section 3

Employees laid off will retain recall rights for a thirty-six (36) month period from date of layoff.

Section 4

Recalled employees who have accepted to return to a job shall continue to retain seniority rights for the purpose of recall to their original location for a twelve-month period from date of recall.

Article XXV JOB NOTIFICATION AND SELECTION

Section 1

(a) Job applicants must submit a job application for posted vacancies. In determining the selection of successful job applicants, the senior applicant will be selected at the rate for which he or she qualifies with the following exceptions:

- i. Selection for Work Group Leader (Construction), Fitter Leader, Work Group Leader, will be based on the Agreement dated August 1, 1985.
- ii. Selection for Work Group Leader (General – Station Repairman), and Station Repairman “A” will be based on the Station Repairman Agreement dated August 31, 2000.

(b) An employee may be given reasonable tests (oral, written, or practical) to assist Management in determining the employee's qualifications.

(c) An employee with ten (10) or more years of service will not be reduced in pay below Pay Grade 11 if selected for a lower job classification. However, if the job classification is lesser rated than Pay Grade 11 the employee will receive only the highest rate for that classification.

Section 2

It is understood and agreed that the Company will inform the Union of all bargaining unit job vacancies and the creation of new jobs. The procedure for such notification will be:

(a) The Company will notify the Secretary of the Union in writing within thirty (30) calendar days of the job classification to be posted Company wide by the Secretary of the Union within fourteen (14) calendar days after receipt, except job vacancies up to and including Pay Grade 10 and which occur in a reporting headquarters with existing surplus employees will be posted only within that reporting headquarters. The job will be posted “As Qualified” except in a case of specific agreement to the contrary by the Executive Committee of the Union and the Human Resources Department. All selections will be made at the highest level for which the job applicant can qualify under Section 1 of this Article.

(b) Employees eligible to bid on job vacancies shall apply in writing to District Management within a seven (7) day period after a job has been posted by the Union. The Company and the Union agree that the Company may implement an electronic job posting and job bidding process during the term of this Agreement. If the Company decides to implement an electronic job posting and bidding process, the Company will meet with the Union to review the process and to discuss training bargaining unit members on the new process before the electronic process is implemented. During the term of this Agreement, the current job posting and job bidding process will remain in place in conjunction with the electronic process unless the Company and the Union agree to discontinue it. If the Company implements an electronic job posting and bidding process, the Company will continue to send a copy of the job postings to the Secretary of the Union.

(c) Management shall, within seven (7) days, notify the Union of its selection or non-selection of an applicant to fill the job vacancy. After the selection is made, other applicants will have seven (7) days in which to present any grievance. No man shall be classified for the job he has been selected to fill until the grievance period has elapsed or until any grievance concerning the job has been disposed of. The employee selected for the job shall be assigned on a temporary basis and paid the classified rate for the job until the seven (7) day grievance period has elapsed or until any grievance concerning the selection has been resolved. The successful applicant for the job shall be properly classified on the first of the month following the seven (7) day temporary assignment or the final determination of any grievance concerning the selection to fill the job in question. Management shall identify all bidders, indicating their order of seniority, as soon as possible upon job close. Employees once notified of a job award will have 24 hours (one working day) to decide to accept/decline the job. All bidders will have 24 hours to consider the job vacancy. In the event the senior bidder declines the job following the 24-hour period, the second senior bidder will be offered the job, upon which he will give his decision to accept/decline the job, and so forth, until a successful bidder accepts the position. Upon accepting the position, the successful bidder will elect one of the following options:

(i) Waive his/her five (5) working day trial period, in which case he/she will be assigned to the position and will begin being paid the applicable pay rate for the position. It is Management's intent to move employees into the job awarded within 30 days of their election to accept the job.

(ii) Elect the five (5) working day trial period, in which case (x) the employee will be given the opportunity to complete the five (5) working day trial period within five (5) business days of being the successful bidder, and (y) the employee will continue to be paid his/her pre-bid payrate until he/she completes the five (5) working day trial period. If the employee decides not to accept the position, he/she

will remain at his/her pre-bid payrate and will be returned to his/her pre-bid position. If the employee accepts the position, while he/she may be required to return to his/her pre-bid position for transition purposes, he/she will receive the higher of (x) the payrate for the new position retroactive to the date upon which he/she became the successful bidder, or (y) his/her pre-bid payrate until he/she permanently assumes the new position. There will be no trial period when an employee bids to a job that he or she previously held. If the employee elects to return to his or her previous position during or following the five (5) working day trial period, the bid list will continue to be worked and the employee will not be permitted to bid the same job for a period of two years. It is management's intent to move employees into the job awarded within 30 days of their election to accept the job.

(d) The notification of the Union as to the employee selected for a job vacancy as a result of job notification will be done in the same manner as the notification of job vacancies described in the first paragraph of this Section before the successful job applicant is notified by Management.

(e) If a vacancy cannot be filled through job postings, Management may permanently assign either a surplus employee from that reporting headquarters. If there is not a surplus employee at that headquarters the employee from that reporting headquarters with the least seniority over six months may be assigned on a temporary basis.

(f) Any unsuccessful applicants for a job vacancy will be told by their supervisor of the reason therefore, if the employee so requests.

(g) It is agreed that upgrades within a job classification are not vacancies, and the Company in such cases is not required to notify the Union of a job vacancy.

(h) The Union will be notified by the Employee and Labor Relations Department in writing no more than thirty (30) calendar days after the creation of all vacancies whether the classification is to be changed or eliminated and the reasons for such action outlined. If this notification is not presented, the job will be posted as vacated in accordance with Section 2 of this Article. In cases of retirement, the vacancy will be deemed to be created on the last day the employee physically works. In cases of vacancies created by job bidding, the notice period will be deemed to expire on the day following the expiration of the seven (7) day grievance period referred to in Section 2 of this Article, unless a grievance is filed within that period, in which case the notice period will expire on the fourteenth (14th) calendar day following the date that the grievance is resolved.

(i) With the exception of the temporary backfill of employees on long term absence due to injury or illness, military leave, etc., when the Company cross classifies to fill the same position for a period of 6 months in a twelve month period the Company will be required to post the position.

Section 3

If a job vacancy of which the Union has been notified under Section 2 is to be filled by a surplus employee, the Union shall be so informed by the Human Resources Department and no further processing of the job vacancy shall be done by the Union.

Section 4

If the Company intends to hire for a previously posted position that has been vacant for more than ninety (90) days, prior to the hiring of a new employee, the job will be re-posted for bid as prescribed under Section 2.

Section 5 Bidding Locations

The following locations will be treated as composite groups for bidding purposes: Valley Station and Valley shop; Kinter Station and Indiana shop; Girty Station, Dice Station and Kiski shop. To fill a job that has been posted in these areas, the senior bidder will be chosen from among bidders in this group. If there are no bidders from this group, the most senior bidder from any of the other reporting locations within the Company will be selected. Within thirty days of 1/11/2019 each incumbent station employee will have a one-time opportunity to pick a shop where their bidding rights will reside.

All other shops and locations shall be considered as separate locations for bidding purposes. All bidding shall first be done on a shop basis and if no bidders accept the position at the bid location to fill the posted job, bidders from other company locations will be offered the opportunity by seniority to accept the open bid position.

Employees hired after 1/11/2019, while on probation will only be considered for bid jobs that have not been filled by non-probationary employees. A probationary employee that is awarded a job in this manner will be held in his current job and location until completion of his probationary period and will not receive the applicable pay increase until they complete their probationary period.

Employees bidding to or from the Fairmont location will be required to live or relocate to within a reasonable distance of the location to which they are bidding.

**Section 6 Pay Grade 13 and Retention (Corrosion, Welder, GM&R, and Stopper/
Station Repair/T&S Group Leaders, Electrician Specialist, field Customerserviceman, and
Inspectors)**

In all cases, employees bidding into the Corrosion, Welder, and GM&R progression after the effective date of this agreement, must remain in the job family progression at their original shop for a minimum of two (2) years. Employees bidding into the Inspector, and Electrician Specialist position will also have a two year stay put requirement. Employees bidding into field customer serviceman positions will have a one year stay put requirement as defined below. The company will consider extenuating or extraordinary circumstances of an employee who requests to bid prior to this two-year requirement. In these situations, the company agrees to meet and discuss such a request with the union and the effected employee. Requirements to progress to the Pay Grade 13 will be as follows:

(a) Corrosion Line of Progression:

- i. Corrosion Specialist (Pay Grade 12) incumbents, as of the execution/signature date of this amendment, will be given the option of upgrading to Pay Grade 13. Anyone not a Corrosion Specialist (Pay Grade 12) as of the date of the CBA ratification on December 3, 2010, will be required to successfully pass a PNG Corrosion Test (not the N.A.C.E. certification) before moving to the Pay Grade 13.
- ii. Successful bidders (not currently in the corrosion progression) will come into the Corrosion Progression at the Corrosionman B (Pay Grade 11) classification. Corrosionman B will remain at the Pay Grade 11 classification for a period of one (1) year. At the completion of one (1) year, incumbent will progress to the Corrosionman A (Pay Grade 12) classification. After six (6) months in the Corrosionman A classification, the employee may elect to take the mutually agreed upon PNG Corrosion Test which is expected to be final by June 15, 2011 to progress to the Corrosionman Specialist (Pay Grade 13). In the event employee does not successfully pass the required testing, he will remain at the Pay Grade 12. A six (6) month time period of working time must be completed before a PNG Corrosion re-test is administered.
- iii. Employees in the Corrosion line of progression will have the option of working a 4 day/10 hour work schedule or a 5 day/8 hour schedule with individual election to be made annually and effective for that calendar year.
- iv. The two (2) year “stay put” clause remains in effect for anyone entering the Corrosion line of progression, as outlined above.

(b) Welder Line of Progression:

- i. Successful bidder will come into the Welder Progression at the Welder B (Pay Grade 11) classification. While in the Welder B classification, the employee will have six (6) months from the date he/she commences the Welder B job duties to successfully pass the Welder B test. If the employee is unable to successfully pass the Welder B test within three (3) months, the employee will be informed that he/she has been unsuccessful and that he/she has the right to bid another vacant position. During the remaining three (3) months period, the employee may continue to try to pass the

Welder B test and/or bid to a vacant position. If at the end of the six (6) month period, the employee has not successfully passed the Welder B test and/or bid to another vacant position, he/she will be assigned to the next Fitter vacancy within his/her reporting location. Up until the employee successfully passes the Welder B test, there will be no stay put requirement. Upon passing the Welder B test, a two (2) year stay put requirement will be in effect retroactive back to the date the employee first began performing Welder B job duties. A Welder B who passes the Welder B test will remain at the Pay Grade 11 classification until he/she successfully passes the Welder A test, at which time the employee will immediately progress to the Welder A (Pay Grade 12) classification. An employee who has passed the Welder B test will be offered the opportunity to take the Welder A test as soon as a supervisor or trainer deems him/her ready to take the Welder A test. An employee who has passed the Welder A test may elect to take the identified testing to progress to the Welder Specialist (Pay Grade 13) when he/she believes that he/she is ready to do so. In the event the employee does not successfully pass the required testing, he/she will remain at the Pay Grade 12. A seven-day time period must be completed before taking the Welder B or A test, and a three month time period of working time must be completed before a Welder Specialist re-test is administered.

(a) GM&R Line of Progression:

- i. Successful bidder will come into the GM&R Progression at the GM&R Technician I (Pay Grade 11) classification. GM&R Technician I will remain at the Pay Grade 11 classification for a period of one (1) year. At the completion of one (1) year, incumbent will progress to the GM&R Technician II (Pay Grade 12) classification. After obtaining the GM&R Technician II classification, the employee must demonstrate proficiency in a pre-defined list of tasks (administered by a 3rd party) to progress to the GM&R Specialist (Pay Grade 13). In the event employee does not successfully pass the required testing, he will remain at the Pay Grade 12. A three-month time period of working time must be completed before a re-test is administered. Incumbent GM&R Technician I's (Pay Grade 9's) at the time of ratification, will progress to the new GM&R Technician I classification (Pay Grade 11) soon as administratively possible, and progress as identified above. Incumbent GM&R Technician II's (Pay Grade 11) at the time of ratification, will progress to the new GM&R Technician II classification (Pay Grade 12) at the time of ratification. Incumbent GM&R Specialists (Pay Grade 12) at the time of ratification, will progress to the new GM&R Specialist classification (Pay Grade 13). (List of current incumbents to be provided to Management and Union.)

(b) WGL – Stopper Crew (Stopper Crew Leader), WGL – Station Repair (Station Repair Crew Leader), and T&S Crew (T&S Crew Leader):

- i. Successful bidders for future WGL-Stopper, WGL-Station Repair and T&S Crews, will come in at the Pay Grade 13 classification. Successful candidates must have the experience required by the agreement applicable to their respective classification. Incumbents of the above identified positions (Pay Grade 12) at the time of ratification, will progress to the new Specialist classification (Pay Grade 13) soon as administratively possible. (List of current incumbents to be provided to Management and Union.)

(d) There will be no additional pay for holding a CDL license at the Pay Grade 13 level.

(e) To be qualified for the Electrician specialist position the employee must hold a City of Pittsburgh Electrical Contractors License.

(f) To be qualified for the Mechanic and Roving Mechanic classifications, the employee must hold a State Inspection License.

(g) New hire employees and successful bidders for field customer serviceman positions shall be required to remain in the position for a period of twelve consecutive months commencing from the date of selection, with the exception that an employee may bid and be awarded a job when the top rate of the posted job or job progression is higher than the top rate of the employee's job or job progression. The top rate for a field customer service position remains a paygrade 12.

The ECO position will also follow a similar three (3) year progression schedule, starting at a Pay Grade 8 (ECO – Start) for a period of one (1) year. At the completion of one (1) year, incumbent will progress to a Pay Grade 9. After incumbent has completed a second year in the ECO position, he/she will progress to the Pay Grade 10; and to Pay Grade 11 after three (3) years (highest level in the ECO progression).

Section 7 In-House Fitter Agreement

(a) The Company and Union agree to replace the Utilityperson classification and Utilityperson agreement with this “In House Fitter Agreement” (signed and dated September 3, 2010). This agreement will broaden the fitter classification by adding the work set forth in this agreement to the fitter classification as exclusive bargaining unit work. This agreement will bring back “in-house” work that is presently being completed using contractors.

(b) With regard to individuals hired after April 9, 2016, the “Fitter” classification will start at Pay Grade 4. A “Fitter” in this category will progress to Pay Grade 5 after one (1) year, Pay Grade 6 after two (2) years, Pay Grade 7 after three (3) years, Pay Grade 8 after four (4) years, Pay Grade 9 after five (5) years, Fitter Operator Pay Grade 10 after six (6) years and Fitter Operator Pay Grade 11 after seven (7) years. With regard to individuals hired on or before April 9, 2016, the “Fitter” classification will start at Pay Grade 5. A “Fitter” in this category will progress to Pay Grade 6 after one (1) year, Pay Grade 7 after two (2) years, Pay Grade 8 after three (3) years, Pay Grade 9 after four (4) years, Fitter Operator Pay Grade 10 after five (5) years and Fitter Operator Pay Grade 11 after six (6) years.

(c) No later than the end of the 1st Quarter of 2011 (March 31, 2011), the following work will be performed *exclusively* by UWUA Local 612 employees (replacing the work currently performed by our line-locating contractors):

- Locating all gas lines and facilities owned by Peoples Natural Gas;
- Responding to one-call tickets for the purpose of third-party contractor surveillance; and
- Responding to aerial patrols.

The following items will be revisited within twelve (12) months of the signing of this agreement:

- Walking (line-walking) of all lines and facilities owned by Peoples Natural Gas;
- Service Line Leak Surveys;
- Corrosion reads;
- Anode installation;
- Installing “line markers”;
- Perform test station locating and repair; and
- Meter automation and post automation meter reading.

(d) Should the Company exercise its management rights to outsource any of this work, all “Fitters” classified pursuant to this in-house agreement will immediately be converted to “Fitter Operator (after 1 year).”

(e) Fitter Operators within the location will be given the opportunity to operate first. Fitters will not be upgraded to Fitter Operator when asked to operate, but they will be paid the appropriate rate when performing other classified work.

(f) Classified employees with permanent restrictions, performing work identified in this Agreement or other restricted work, will not be displaced by this Agreement.

(g) The Company will create a new classification titled “Pipeline Inspector”. All incumbents who are inspecting will be re-classified to Pipeline Inspector. All future Pipeline Inspector vacancies will be posted for bid.

Article XXVI SURPLUS EMPLOYEES

Section 1

Employees who are declared surplus because of job deletion or the closing of a reporting headquarters will not suffer loss of earnings, either through job bidding or reassignment.

(a) The Union shall be notified as soon as it has been determined by the Company that an employee or group of employees is surplus or that a reporting headquarters will be closed. The effective date of the surplus shall not be more than fourteen (14) calendar days following the giving of the notice, and the Company shall be obligated to discuss proper reassignment with not more than two members of the Union Executive Committee, the local representative, and the surplus employee(s). In cases of the closing of a reporting headquarters, up to five members of the Union Executive Committee will be permitted to participate in the discussion of the proper reassignment.

(b) Unless otherwise agreed under (a) of this Section, surplus employees shall be identified by classification within the location based upon least Company service.

(c) The Company shall, within two (2) years, reassign these employees to other classifications within the reporting headquarters, depending upon experience and qualifications. This section does not apply to employees who have been declared surplus as a result of the closing of a reporting headquarters.

(d) Surplus employees shall not be classified to a classified job vacancy which carries a higher rate than the rate of the employee at the time they became surplus except as permitted in Article 25.

(e) Except in the case of the closing of a reporting headquarters, if the identified surplus employee(s) cannot be absorbed within the reporting headquarters under Section (c), the employee(s) with the least Company service within the reporting headquarters will be reassigned within the division in accordance with Sections (f), (g), (h), and (i) of this Article. In cases of the closing of a reporting headquarters, the identified surplus employees will have the option to select a reporting headquarters within 45 minutes driving time from the employee(s) residence. However, should no location exist within that 45 minute time frame, the employee shall be required to report to the reporting headquarters nearest to the employee(s)' residence.

(f) Mileage shall be paid to the identified surplus employee not to exceed one year. If two or more regular employees should be affected by this Section, arrangements should be made by those affected employees to travel together since only the use of one vehicle would be reimbursed for each day.

(g) If a surplus employee, as determined under Section (e) of this Article, incurs an additional hour or more travel time as a result of this reassignment to a new reporting headquarters, he shall receive the equivalent of one hour's pay daily at his straight time rate for a six-month period.

(h) If an affected employee under Section (e) of this Article should be selected for another job, provisions under (f) and (g) would cease as of the date of his selection.

(i) All surplus employees will receive all negotiated increases for their present classification and will then have their rate of pay maintained until the pay level of their assigned classification exceeds their rate of pay.

However, the wage increase protection will cease at the time either of the following events occur:

- i. The surplus employee successfully bids to a job, which is in the same or higher wage classification as the job from which the employee was surplus.
- ii. The surplus employee declines the right to be assigned to the next job vacancy, which occurs in the same job classification and reporting headquarters from which surplus.

Employees declared surplus will have one opportunity to accept reassignment to the same job classification and reporting headquarters from which surplus. This right of preferential reassignment shall not be available to employees who bid on jobs posted "as surplus" prior to July 31, 1987.

This subsection will apply to all employees declared surplus after July 31, 1985. Preferential reassignment will be made on the basis of greater length of Company service.

(j) Employees transferred to a new reporting headquarters under this Article shall be given primary consideration in returning to their former reporting headquarters if additional manning is required at that plant. Such a transfer will be handled according to Section 3 of Article XXV.

Section 2

This Article does not include employees with permanent physical and health limitations that prevent the individuals from performing their normal work as required of their classification.

Article XXVII DISABLED EMPLOYEES

Section 1

Employees who have at least 10 years of credited service who are certified by the Health Services (coordinator in HR) as able to perform the duties of a job vacancy available shall return to work at a rate of pay equal to the rate for their classification at the time of disability plus all negotiated, upgraded, progression, or other contractual increases between the date of disability and the date of actual return to work. This rate will be maintained until their newly assigned classification rate equals that rate unless the newly assigned classification carries a higher rate.

(a) If a job vacancy of which the Union has been notified under Article XXV, Section 2, is to be filled by a disabled employee, the Union shall be so informed by the Employee and Human Resources Department, and no further processing of the job vacancy shall be done by the Union.

Section 2

Any regular employee who becomes disabled as a result of compensable (on-the-job) accident and who is no longer able to perform the work of his classification shall have his present rate of pay maintained, including all negotiated increases, if he returns to work.

Article XXVIII DEMOTION, SUSPENSION, AND DISCHARGE

Section 1

Demotions, suspensions, and discharges must be for just cause and must be imposed no later than 60 calendar days from the date the Employee and Labor Relations Department is notified of the incident.

Section 2

The President of the Union and the Representative of the headquarters where the employee reports shall be notified of demotions, suspensions, disciplines, and discharges. Notification shall be oral, followed by written notice from the Human Resources Consultant explaining the facts.

The Union president shall receive copies of all written warnings.

Section 3

The Company shall be obligated to discuss reassignment as a result of demotion with three members of the Union Executive Committee, the local representative, and the demoted employee.

Section 4

The Union and the Company agree that all disciplines for violation of the bargaining unit work rules will become stale and invalid upon the employee's maintaining a clean record of any demotions, suspensions, disciplines, or disciplinary letters for three (3) years from the date of the last infraction. All written warnings for violation of bargaining unit work rules will become stale and invalid upon the employee's maintaining a clean record of any demotions, suspensions, disciplines, or written warning letters for 18 months from date of the last infraction.

It is further agreed that once discipline becomes invalid, neither the Company nor the Union may refer to or use the stale discipline to support or defend its position in any future proceeding involving discipline for any employee or in the grievance procedure, including arbitration, for any employee. However, active discipline for the employee, which becomes invalid during the processing of a related grievance or arbitration, may be used by either party to support or defend its position until the grievance has reached its final disposition. It is further agreed that this Section shall become null and void upon demand of the Union if the Company amends or alters the bargaining unit work rules.

Section 5

If the Union requests arbitration pursuant to the terms and conditions of Article VI of this Agreement for grievances related to demotion, suspension or discharge, the Company will agree to participate in the FMCS expedited arbitration.

Article XXIX TRAINEES

Section 1

Employees selected for technical, professional, or supervisory training, whether or not from the bargaining group, may be assigned during the training period to various duties within occupations covered by the bargaining group.

Section 2

When so assigned, trainees shall not displace any employee nor hinder promotions within the bargaining group, and as trainees they shall not be subject to the provisions of this Agreement.

Section 3

The Union shall be informed of individuals selected as trainees prior to assignment.

Section 4

Any employee selected as a trainee from the bargaining group who is returned to the bargaining group for any reason will return to the bargaining group at the same classification, or a classification of equal rate on the Classified Rate Schedule, which he held prior to becoming a trainee. An employee, who returns to the bargaining unit group after a period of six (6) months or more from their date of selection, will return as a newly hired employee, subject to the provisions of Article XXX – New Employees. An employee who is selected as a trainee shall not accrue any bargaining unit seniority during the time the employee is acting as a trainee.

Section 5

In case of a trainee who is returned to the bargaining unit, Section 2 of Article XXV - Job Notification and Selection, shall be waived.

Article XXX NEW EMPLOYEES

Section 1

All employees shall be considered full time regular employees from the date of hire, including contractual bidding rights. All rights regarding hiring, evaluation, and termination of new employees are reserved to the Company for a Probationary Period of six (6) months of (17) or more days per month.

Article XXXI LOSS OF DRIVING PRIVILEGES

All job classifications require the possession of a valid driver's license*. If an employee, other than employees in the above classifications, fail to maintain his/her driving privileges other than for medical reasons, the following actions will be taken:

1. First Incident

(a) An employee who fails to maintain driving privileges must notify his/her immediate supervisor 10-days prior to revocation or immediately upon license suspension, whichever comes first. Under no circumstance will an employee be permitted to operate a vehicle without a valid driver's license. Failure to provide such notification will subject the employee to disciplinary action.

(b) Upon notification, commencing on the effective date of the loss of his/her driving privileges, the employee will be temporarily assigned other duties within or outside his/her classification at his/her work location where driving privileges are not required. This re-assignment will not exceed six (6) months from the effective date of the loss of his/her driving privileges.

- i. The employee will be compensated for any temporary work assignments at his/her classified rates, irrespective of the rate of the job to which he/she is assigned, but if the temporary assignment results in an upgrade, the employee will be paid at the higher rate.
- ii. Employees temporarily assigned due to loss of driving privileges shall not be entitled to any travel time or mileage to their respective payroll location.
- iii. The employee will be removed from the call-out list.

(c) During that six-month period, and upon submitting proof of driving privilege restoration, the employee will be permitted to resume his/her former position and regular duties.

(d) If the employee is classified in a position that requires the possession of a valid Commercial Driver's License, that employee will not be entitled to the hourly upgrade (currently 25cents/hour) paid to CDL holders until his/her driving privileges are restored.

(e) To the extent that employees without valid driver's licenses are being accommodated in their classification, there will be no loss of job progression rights.

(f) If, at the end of the six (6) month period described above, the employee still has not regained his/her driving privileges, the employee will be removed from his/her job and the job will be filled through the job bidding provisions of Article XXIV, Section 2 of the then-current collective bargaining agreement. The employee will be put on an unpaid suspension to last for three (3) months. If, at the end of this three-month period, the employee has not regained driving privileges, the employee will be terminated.

(g) During the three (3) month time-off with no pay period, the employee may use any accrued vacation time.

2. Second Incident

(a) An employee who fails for a second time to maintain his/her driving privileges as described above, must notify his/her immediate supervisor 10-days prior to revocation or immediately upon license suspension, whichever comes first. Failure to provide such notification will be considered to be cause for dismissal.

(b) Upon notification, commencing on the effective date of the loss of his/her driving privileges, the employee will be temporarily assigned other duties in the fitter classification at his/her work location where driving privileges are not required, provided a Rehabilitation Program is established and agreed to between the Company, Union and employee. This re-assignment will not exceed twelve (12) months from the effective date of the loss of her/her driving privileges. **NOTE:** In the event a Rehabilitation Program established and/or agreed to between affected parties following the second loss of driving privileges is not followed by the employee, the employee will be terminated.

- i. The employee will be compensated for any temporary work assignments at three (3) pay grades lower than his/her classified rates. However, no employee will be reduced in pay below Pay Grade 5. In the event the temporary assignment results in an upgrade, the employee will be paid at the higher rate.

- ii. Employees temporarily assigned due to loss of driving privileges shall not be entitled to any travel time or mileage to their respective payroll location.
- iii. The employee will be removed from the call-out list.

(c) During that twelve (12) month period, and upon submitting proof of driving privilege restoration and successful completion of the established Rehabilitation Program, the employee will be permitted to resume his/her former position and regular duties.

(d) If the employee is classified in a position that requires the possession of a valid Commercial Drivers License, that employee will not be entitled to the hourly upgrade (currently 25cents/hour) paid to CDL holders until his/her driving privileges are restored.

(e) To the extent that employees without valid driver's licenses are being accommodated in their classification, there will be no loss of job progression rights.

(f) The employee will remain in the job to which he is assigned until he/she regains his/her driving privileges and is thereafter able to bid to any job to which he/she can bid under the then-current collective bargaining agreement. After the completion of the twelve (12) month period described above, if the employee still has not regained his/her driving privileges, the employee will be put on an unpaid suspension to last for three (3) months. If, at the end of this three-month period, the employee has not regained driving privileges and/or not completed the Rehabilitation Program, the employee will be terminated.

(g) During the three (3) month time-off with no pay period, the employee may use any accrued vacation time.

3. Third Incident

(a) An employee who loses his/her driving privileges a third time will be terminated immediately upon revocation of driver's license.

4. Miscellaneous

(a) If an employee maintains a continuous ten year period free of any convictions for misdemeanors and felonies of any kind, not limited to driving infractions, any loss of driving privileges covered by this policy will be treated as a first offense.

(b) The terms of this agreement shall be effective on October 7, 2010. No incidents that resulted in suspensions before October 7, 2010 shall be counted as incidents under this agreement.

* The one employee who, as of June 26, 2023 does not have a driver's license, is grandfathered.

Article XXXII UNION SECURITY

Section 1

Any employee who, at the effective date of this Agreement, is a member in good standing of the Union and any employee who becomes a member thereafter shall, as condition of employment, remain a member of the Union in good standing for the duration of this Agreement, provided, however, that any employee may terminate his future membership obligation by withdrawing from membership in the Union, with a copy to the Manager of Employee and Labor Relations of the Company, at any time during the fifteen (15)-day period prior to the expiration date of the contract. Any employee who, at the time of the effective date of this Agreement, is not a member in good standing of the Union shall not be required to become a member as a condition of continued employment. However, it shall be required for each employee who is not a member of the Union, as a condition of employment to pay to the Union each month, a service charge as a contribution toward the administration of this Agreement and the representation of such employee. The service charge for the first month and in each month thereafter shall be an amount equal to the Union's regular and usual monthly dues.

Section 2

All new employees hired after the effective date of this Agreement shall, as a condition of continued employment, become members of the Union on the 31st day following employment, and remain members in good standing of the Union for the duration of this Agreement, provided, however, that any employee may terminate his future membership obligation by withdrawing as indicated in Section 1 of this Article.

Section 3

The term “good standing” shall, for the purpose of this Article, mean that the employee has not been delinquent in tendering the periodic dues required as a condition of retaining membership in the Union.

Section 4

The Company agrees to deduct the Union Initiation Fee from each new employee and to make monthly payroll deductions for Union dues or service charge upon proper authorization signed by any employee covered by this Agreement and will forward promptly the monies so deducted to the Treasurer of the Union. One-half of the total Initiation Fee will be deducted in each of the first two months after attaining regular status with the Company.

Section 5

It is understood that authorization shall be entirely voluntary on the part of such employee and limited to the period of this Agreement and extensions thereof and shall be subject to cancellation at any time during the fifteen-day period prior to the expiration of the contract by the employee's individual written request to the Human Resources Consultant of the Company with a copy to the Union or by written notice from the Treasurer of the Union to the Human Resources Consultant of the Company.

Section 6

In the event of litigation over the application of this article, the Union shall save the Company harmless and indemnify the Company against any and all loss, liability, damages, and expenses.

Section 7

The Company agrees to pay 30 hours per week for the wages of the Union President. Any afterhours communication between the Union President and the Company will be paid by the Company at the applicable overtime rate for actual time worked on union-management issues. The Union President shall track, in increments of 30 minutes, the detail of his time worked and work performed and provide a copy of such to Human Resources on a bi-weekly basis.

The Company's obligations in the preceding paragraph will cease on June 30, 2028.

The Company will grant Union Officers, representatives and Safety Representatives time off to conduct union business. This time will be paid as it currently is when not engaged in business with the Company.

Section 8

The Company agrees to deduct political contributions (C.O.P.E. deductions) and transmit to the Treasurer of the UWUA the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Union. These employee deductions will be made biweekly; however, the transmittals to the UWUA treasurer will be monthly. It is understood that the authorizations shall be entirely voluntarily and may be revoked at any time.

Section 9

AGREEMENT – Involuntary Severance Due to Merger or Acquisition

If a regular union eligible employee of the Peoples Natural Gas Company is involuntarily separated from employment due to job elimination because of a merger with or acquisition by another company, the terminated employee will be entitled to receive the following within twelve (12) months after the merger or acquisition:

- a) Six (6) month's pay calculated at the employee's base hourly rate times 1040 hours paid as a lump sum. This pay will be taxable to the employee and is not thriftable or pensionable.
- b) Six (6) months of continuous medical coverage based upon the employee's current level of coverage.
- c) Six (6) months of continuous life insurance coverage based upon the employee's current level of coverage.

Article XXXIII SENIORITY

Seniority shall mean continuous service measured from the employee's date of employment with the Company or measured from the most recent date of hire in the event that seniority has been lost by virtue of the terms of this Agreement.

Continuous service for any regular employee is determined by the length of his/her continuous employment computed in years, months, and days from the date he/she was last hired by the Company or any of its predecessors without seniority being lost as set forth below, who were bound by the terms of this collective bargaining agreement or any collective bargaining agreement between the Company and/or its predecessors and Utility Workers Union of America, Local 612, Utility Workers Union of America, Local 242 and United Steelworkers Union of America, Local 12050.

Employees who voluntarily quit or are discharged for just cause, fail to return to work following an approved leave of absence, or those who have been off the payroll for more than three (3) years shall be considered as new employees if again employed by the Company.

When the seniority of two or more employees is equal, seniority shall be determined by the first of the following factors that is applicable:

With regard to employees hired on or after April 9, 2016, the processes set forth in a and b below shall be used:

- a. Date of employees' birth, with preference given to the older employee.
- b. Alphabetical by last name.

With regard to employees hired before April 9, 2016, the process set forth below shall be used:

- a. In cases where there are no more than one employee from each of the three legacy local unions the employee's date of birth will be used.
- b. In cases where there is more than one employee in a group from any of the three legacy unions, the employees in the group from each of the three legacy unions will maintain their currently existing positions relative to each other. The groups of each separate legacy union will be ranked relative to each other group based upon the birthdate of the most senior person in each group.

Seniority shall continue to accumulate for a regular employee during an approved leave of absence or an absence due to occupational injury or disease, or an absence due to a non-occupational injury or disease but in the case of a non-occupational injury or disease, seniority shall be lost if the absence is more than three (3) years duration. Seniority shall not accumulate for employees on layoff but seniority as of the date of layoff shall remain in place unless seniority is lost due to the layoff persisting for more than three (3) years.

Article XXXV TERM OF AGREEMENT

Section 1

This Agreement and all Letters of Agreement shall be in effect until and including October 31, 2028 and for renewal periods of one year thereafter, unless canceled by either party by giving notice in writing at least 60 days prior to the anniversary date of this Agreement or sixty (60) days prior to the expiration of any subsequent one (1) year period.

Section 2

Negotiations for a new Agreement shall commence not less than 60 days prior to the termination of this Agreement.

AGREEMENT – Selection of Work Group Leaders (Construction) and Fitter Leaders

It is hereby agreed between Union and Management that:

(a) Selection of a Work Group Leader (Construction) or a Fitter Leader will be the senior applicant having no less than three years' job experience (cumulative) in any one or more of the following classifications: Work Group Leader (Construction), Fitter Leader, Fitter, Welder, Fitter Operator or Equipment Operator.

(b) The three (3) year requirement does not apply to those employees classified as a Work Group Leader (Construction), Fitter Leader, Fitter, Welder, or Equipment Operator on August 1, 1985.

(c) The three (3) year requirement set forth in paragraph 1 shall be reduced to two (2) years for any employee in the workforce as of August 1, 1985, who is not classified as a Work Group Leader (Construction), Fitter Leader, Fitter, Welder, or Equipment Operator on August 1, 1985, but who has been classified in any one or more of those classifications before August 1, 1985.

(d) Job experience pursuant to Section 1 shall include any time spent performing any of the duties of any of the classifications set forth in Section 1, whether or not the employee holds such a classification when the work was performed. Performance of work during any part of a day constitutes a day's experience. This section shall be effective upon the ratification of this agreement. Job experience prior to this date shall be determined by the local practice existing when the job experience occurred. The second sentence of this section applies only to this letter of agreement. The Company shall develop a system to track and record job experience.

AGREEMENT Selection of Station Repair Crew Leader and Station Repairman "A"

A. SELECTION

1. The Maintenceman "A" (Station) assigned to Valley Station, Northern Division, will be reclassified as Station Repairman "A" (refer to side agreement dated 5/28/2004).

2. Selection of Repair Crew Leader will be the senior applicant having no less than three (3) years cumulative job experience in any one or more of the following classifications: Work Group Leader (General Station Repairman), Station Repairman, Station Engineer or Station Maintenance. The three (3) year requirement does not apply to those employees classified as Work Group Leader, Station Repairman, Station Maintenance or Station Engineer on July 31, 1985.

3. An employee selected for a Station Repairman classification will initially be classified as a Station Repairman "B," Pay Grade 9, unless the employee has at least twelve (12) months of previous experience as a Station Repairman, in which case the employee will be selected as a Station Repairman "A." This twelve-month requirement does not apply to those employees classified as Work Group Leader, Station Repairman, Station Maintenance or Station Engineer on August 31, 2000.

B. PROGRESSION

Either of the following criteria will be used to determine progression from Station Repairman "B" to Station Repairman "A":

1. Upon taking and successfully completing the Station Mechanic Test. An employee may request and take this test within the first 30 days of selection as a Station Repairman 'B' and physically reporting for work at the station.

2. Upon attainment of twelve (12) months experience as a Station Repairman.

(Note: Nothing in this section shall supersede the Company's rights under Article XXVII Demotion, Suspension and Discharge.)

AGREEMENT Operations Work Group

For purposes of this agreement, equipment is defined as backhoes, truck-mounted backhoes or trenching equipment.

Grandfathered equipment operators (Pay Grade 12) will be the first to perform the equipment operating work function within their assigned crew.

Two man fitting crews with equipment can consist of no less than a Fitter Leader and a Fitter Operator.

Construction crews engaged in laying mainline shall consist of no less than a Work Group Leader and two other classified employees.

Small dump trucks will continue to be used within fitter crews.

A joint committee comprised of Union and Management representatives will be established to review, validate and/or eliminate all applicable local agreements (verbal or written) relative to Fitters, Fitter Leaders, Equipment Operators and Work Group Leaders.

AGREEMENT Home Start

There will be home based reporting for those work functions where deemed appropriate by the Company. Home based reporting will be implemented by location, affecting all employees in that location in the selected job classifications. Employees who are unable to take a company vehicle home (i.e.-due to municipal parking regulations or other such requirements) shall be evaluated on a case by case basis by the Company and the Union.

- (a) All Home Start employees in the above classifications, who are performing the duties of their job will be provided a company vehicle for home start.
- (b) All Customer Service employees will be in their Customer Service zone at the start of their shift. All DPT, SLLS, Corrosion, and GM&R employees will be in their Operating Area at the start of their shift.
- (c) Plans for Customer service zones, Work zones, and Operating areas will be established prior to ratification of the CBA.
- (d) DPT, SLLS, Corrosion, and GM&R will normally work within their entire Operating Area. Customer Service employees will normally work within their customer service zone(s). Customer Service employees will start in their zone if scheduled work is available in their zone at the beginning of their shift.
- (e) The expectation is that Customer Service, DPT, SLLS, Corrosion and GM&R employees will target arriving in their driveway at the end of their shift.
- (f) When a customer service zone becomes vacant, employees within the shop territory with the vacancy will be able to select that zone based on union seniority. This selection shall be made before the vacant zone is offered to successful bidders and the successful bidder must live within 45 minutes of the selected zone.
- (g) The Company reserves the right to assign the employee work in any work zone. For DPT, SLLS, Corrosion and GM&R classifications that are home start, when employee(s) in a particular classification are to be assigned work outside of their operating area the Company will ask for volunteers. If there are no volunteers the Company will have the option of forcing the least senior employee(s) in the classification at that location.
- (h) Employees may be assigned work in more than one work zone on any given day.
- (i) Customer Service employees must accept the following minimum levels of in-shop, in-classification callouts offered to them: 5% in 2024, and 10% in 2025 and thereafter. Callout acceptance levels will be

measured from January 1 to June 30 and from July 1 to December 31. Failure to meet the above minimum call-out acceptance levels will result in progressive discipline beginning with a written warning.

Legend:

Customer Service Zone= small zones customer servicemen work in, currently listed and numbered by shop location, ex. Hopezn01, Wilkzn12, Kiskzn05

Work Zone= Larger than Customer Service Zone, currently numbered within Operating Area, ex. East Zone 1, North Zone 2, South Zone 3.

Operating Area= the 5 large colored areas on maps, ex. North, South, East, West, Central

AGREEMENT Damage Prevention Technician

Existing incumbent employees performing damage prevention line locating will be offered the opportunity to be assigned to Damage Prevention Technician positions at their current wage rates or at Pay Grade 9, whichever is higher. The Company reserves the right to assign employees with permanent medical restrictions to Damage Prevention Technician positions.

For ongoing bidding purposes, except as set forth above, no credit will be considered for fitter time or line locating time except for time classified or cross-classified into the Damage Prevention Technician position, effective August 28, 2014.

Within two years following ratification of the Local 612 collective bargaining agreement of August 28, 2014, UWUA Local 612 employees will perform all damage prevention line locating for all Company locations, excluding the Company's West Virginia and Kentucky operations.

AGREEMENT Construction Work

1. Employees working construction will be placed on a supplementary call out list.
2. Upgrades in classification shall be offered to employees within the construction crew before offering the upgrade to employees who are not in the construction crew.
3. Job Bidding
 - a. Construction jobs will be classified as Construction (C) with a 12 month working schedule.
 - b. All construction jobs shall be bid as Work Group Leader, Fitter Leader and Fitter-Operator and Fitter positions. The contractual bidding process shall apply to all such postings.
 - c. Individuals who bid for Work Group Leader-Construction positions but who are not qualified for the position shall be awarded the job at Pay Grade 12 (Fitter Leader) until such time as the employee attains three (3) years of fitter time or until the Company recognizes that the employee is able to lead a construction crew, whichever first occurs. Except as set forth in the immediately preceding sentence, the job selection process for the Work Group Leader-Construction position shall follow the current Fitter Leader selection process.

MISCELLANEOUS ITEMS AGREED TO DURING 1991 THROUGH 2004 NEGOTIATIONS

Drug Testing Policy to be amended as follows:

1. Split samples for any employee shall be maintained after the first positive test.
2. Disciplinary schedule to be as follows:
 - a. First test positive, 10-day suspension.

- b. Second test positive, 30-day suspension.
- c. Third test positive, discharge.

The DOT Drug Misuse Prevention Plan and the Alcohol Misuse Prevention Plan allows for the use of service agents for random selection, collection, alcohol testing, laboratory testing and the MRO work. The random selection process for random drug testing will be done by an outside vendor using a computer-based number generator to select employees for testing.

The Medical Review Officer can be changed upon mutual agreement of the Company and Union.

Two-Person Zones: In those areas where “two person zones” apply to the scheduling of customer servicemen, the following will apply:

1. Two customer servicemen shall work together at all times while doing turnoffs.
2. After nightfall, each customer serviceman will commence work upon arrival at the jobsite without waiting for his or her partner, unless the physical safety of the employee will be endangered by working alone.

Management may identify additional two person zones as required with input from the Union, the Customer Service Department and the Combined Accident Reduction Effort (CARE) Committee.

AGREEMENT - Voluntary Weekend On-Call Crew

- (a) Crew composition will consist of a minimum of (1) Fitter Leader and (1) Fitter or Fitter Operator. An additional Fitter or Fitter Operator may be requested if necessary to complete a crew. When operating conditions warrant, additional crews may be requested for on-call.
- (b) The necessity and assignment of the on-call crew(s) will be at the discretion of each reporting shop.
- (c) Volunteers will be drawn from O&M first and Construction second.
- (d) Will rotate volunteers on a seniority basis.
- (e) Volunteers will be maintained on a separate list and not the scheduled overtime list.
- (f) If there are not enough volunteers for the on-call crew, management will have the option to cancel the on call crew for the weekend at that location.
- (g) \$50.00 a day (\$150.00) weekend compensation for volunteering. On-call will start on Friday at 3:30pm and run through Sunday until Monday at 7:30am. Volunteer on-call crews will only be used for weekend coverage, (3:30pm Friday until 7:30 am Monday).
- (h) Employees assigned to On-call Crew will respond when called. In the event of an unforeseen emergency preventing the on-call employee from eligibility for the call-out, it is the responsibility of the employee to notify their supervisor and operations center immediately.
- (i) Current standby language is not affected by this agreement.
- (j) On-call crew volunteers will finish their normal workday on Friday at the end of their scheduled 8 hour shift and begin their on-call crew duty.
- (k) On-call crew volunteers will not be involved with ARCOS callouts and will be contacted personally by Operations Center and Duty Supervisor. Open communication will be required here between all 3 parties to ensure coordination and scheduling of work at hand at all times.
- (l) On-call crews will receive the appropriate overtime rates.

AGREEMENT – Vac Truck Work

- (a) Vac truck work shall be performed by local 612 represented employees, this includes all work that is consistent with the company’s core business, and employee skillset. This does not include vac truck work performed as a matter of choice by third party companies that have agreements to perform work not involving the company’s core business where the method of performing the work is at the third party’s discretion.

- (b) The Company may also contract out vac truck work related to compliance work which is the result of a change in the law or regulation and/or an emergency situation (i. e., natural disasters and weather related events) that: (i) the Company does not have the required vac trucks and/or vac truck personnel necessary to timely perform the work in question; and (ii) the O & M department does not have the capacity, based on its workload, to timely perform the work in question. Contracting out under this section (b) will not result in a reduction in the vac truck operator or vac truck helper classifications.
- (a) A Vac-Truck Helper (VTH) job description will be established – pay grade 8 to start with progression to paygrade 9 after 1 year and pay grade 10 after 2 years and pay grade 11 after 3 years.
- (b) There will be a 2 year stay put requirement for employees who are hired into or bid the vac truck operator job. There will be a 1 year stay put requirement for employees who are hired into or bid into the vac truck helper job. In both cases the employee may bid and be awarded a job when the top rate of the posted job or job progression is higher than the top rate of the employee’s current job or job progression.
- (c) Time spent as a vac truck operator or vac truck helper will count as fitter time for fitter progression.
- (d) Job Progression – Prior to posting a vacancy for a VTO employees holding VTH in the same location will have the right of first refusal in filling the VTO position. Upon refusal by the VTH(s) in the same location the VTO position will be posted.
- (e) Short term absence – Upgrades to the VTO to fill short term absences will be offered first to the VTHs at the location in seniority order and if no volunteers the least senior VTH will be forced.
- (f) The VTO and VTH can be cross classified once daily.
- (g) VTO and VTH will be positioned on the Fitter Call-Out list by seniority within their reporting shops.
- (h) Outside contractors may only perform this vac truck work on or after December 31st, 2020, upon written agreement between the Company and Union.
- (i) The union agrees to withdraw all existing grievances related to vac truck work.

AGREEMENT – Scheduled Overtime

- (a) Scheduled overtime will be offered by seniority by classification within a location on a rotating basis.
- (b) A roster will be maintained in the gang room of each location listing employees by seniority and the dates they accepted scheduled overtime.
- (c) If a situation arises where scheduled overtime is available at a location that involves consecutive days, the senior employee next in line, in that classification will be given first choice of what day they want to work.
- (d) Employees on 6 hr. break or vacation will be called and offered overtime opportunity. In this instance employees will not be compensated for taking the call for scheduled overtime opportunity. Employees will be given 15 minutes to respond to the call if a voicemail was reached.
- (e) When working scheduled overtime on a weekend, and an unforeseen circumstance arises on a specifically scheduled job or project that extends into an additional day of scheduled overtime, employees working the original job or project will be given the opportunity to work the additional day.

AGREEMENT-Inspectors

1. Employees in the Inspector Classification (i.e. classified inspectors) will be assigned a Company vehicle to report from home to the project worksite and back. Inspectors will normally work within their entire Operating Area.
 - a. When the employee works within their shop territory, travel time to and from the project worksite in excess of the time required to get to and from the inspector's home to his/her assigned shop will be paid at the appropriate rate.
 - b. Travel time will be paid from the employee's home and back when the employee works outside of their shop territory.
2. A minimum of three (3) employees from the Fitter Operator (Construction) or Fitter Leader (Construction) classifications in each shop will be given the opportunity to serve as a backup inspector by seniority and annually. These selections will be made every December and will be in effect for the following calendar year.
3. When there is a need for an inspector, and there is not a classified inspector available in the operating area, the Company will use the following method (in order) to assign an inspector:
 - a. If a classified inspector from another operating area is not inspecting, they will be assigned to that operating area, unless the expected travel time to travel to the project work site is greater than one hour (one way) from the inspector's home or the inspector's assigned shop.
 - b. The Company will solicit inspectors from the shop backup inspector list from shops within the operation area.
4. If no backup inspectors volunteer for the assignment, then the least senior backup inspector in the shop may be forced to inspect.

AGREEMENT – Roving Mechanic

1. The Roving Mechanic A will be bid Company wide, will be assigned to a Reporting Headquarters as determined by the Company and will take direction from the Fleet Maintenance Supervisor.
2. The Roving Mechanic* will work the 3:00PM-11:00PM shift (summer hours 2:30PM-10:30PM).
 - a. If the employee lives within 30 minutes of a work location, he/she will report to that location at 3:00PM.
 - b. If the employee lives more than 30 minutes but less than an hour from the work location, his/her starting time will be 3:30PM. The employee will be permitted to end his/her shift at 10:30PM.
 - c. If the employee lives more than one hour from the work location, the Company will pay the difference in overtime pay, but the employee must arrive no later than 3:30PM.
3. A truck will be assigned to the employee to take home on a daily basis when the employee is roving to various work locations.
4. The Roving Mechanic will be asked to report to various work locations directly from home.
5. The Roving Mechanic A will report to his/her Reporting Headquarters once a week, or as directed, to restock the truck and turn in ATA & SAP time.
6. The Roving Mechanic A will perform Fleet Maintenance and repairs in all locations, including Kiski, Greensburg and Monongahela on an as-needed basis.
7. When not doing fieldwork, the Roving Mechanic A will work at his/her Reporting Headquarters.
8. The Roving Mechanic A will utilize all facets of the Fleet Software database.
9. The Company agrees to appropriately staff the department through May 1, 2003. Thereafter, the manning of this classification is subject to the surplus language and job elimination language of Articles XXIV and XXV of the Labor

Agreement.

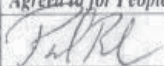
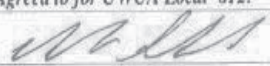
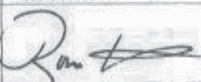

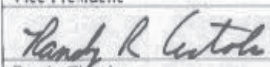


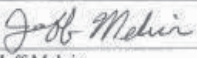
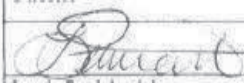

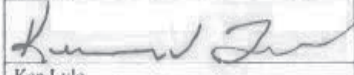


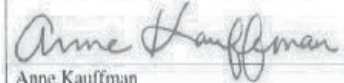
10. All future Mechanic A jobs may be posted either as Roving or daylight positions as determined by Management with the following stipulations:

1. Must currently possess a State Inspection License.
2. Must be able to pass a written and hands on Mechanic A test.
3. Five years Mechanic experience is preferred.
4. Roving Mechanic A will work shifts as noted in the Mechanic A Agreement. (Roving Mechanic posting only).
5. May be required to work all shifts and schedules as detailed in Article 14 of the Labor Agreement.
6. A Company vehicle will be provided. (Roving Mechanic posting only).
7. Roving Mechanic A may be required to report to various work locations directly from home. (Roving Mechanic posting only).

11. Future Mechanic A vacancies will be posted with the qualified rate. Nothing in this Agreement will preclude the Company from contracting out this work under Article 13 of the Labor Agreement.

12. All Mechanic A incumbents and future daylight and roving incumbents will be upgraded to the paygrade 13 rate.

* The existing Roving Mechanic as of June 26, 2023 will be grandfathered to the requirements of his position as of that date.

Agreed to for Peoples Natural Gas:		Agreed to for UWUA Local 612:	
	Date		Date
Paul Becker Vice President		Nick Shook President	
			
Ron King Vice President		Michael Sallach First Vice President	
			
Randy Crotola Director		Lou Berg Second Vice President	
			
Don Zombek Director		Jeff Melvin Secretary Treasurer	
			
Lynda Petrichevich Director		Joshua Cascone Recording Secretary	
			
Ken Lyle Director			
			
Robert Thomas Director			
			
Robert Frankhouser Director Employee & Labor Relations			
			
Anne Kauffman Lead HRBP			

CLASSIFIED RATE SCHEDULE

Pay Scale Group		11/1/ 23	11/1/ 24	11/1/ 25	11/1/ 26	11/1/ 27
		0.5%+ 3.5%	3.25%	3.25%	3.0%	3.0%
Pay Grade 4		\$24.88	\$25.69	\$26.52	\$ 27.32	\$28.14
Pay Grade 4	CDL	\$25.14	\$ 25.99	\$ 26.80	\$ 27.61	\$28.43
Pay Grade 5		\$26.81	\$ 27.68	\$ 28.58	\$ 29.43	\$30.32
Pay Grade 5	CDL	\$27.07	\$ 27.94	\$ 28.85	\$ 29.72	\$30.61
Pay Grade 6		\$28.41	\$ 29.33	\$ 30.28	\$ 31.19	\$32.13
Pay Grade 6	CDL	\$28.67	\$ 29.60	\$ 30.56	\$ 31.48	\$32.42
Pay Grade 7		\$30.04	\$ 31.02	\$ 32.02	\$ 32.99	\$33.97
Pay Grade 7	CDL	\$30.30	\$ 31.29	\$ 32.30	\$ 33.27	\$34.27
Pay Grade 8		\$37.18	\$ 38.39	\$ 39.64	\$ 40.83	\$42.05
Pay Grade 8	CDL	\$37.44	\$ 38.65	\$ 39.91	\$ 41.11	\$42.34
Pay Grade 9		\$37.99	\$ 39.22	\$ 40.50	\$ 41.71	\$42.96
Pay Grade 9	CDL	\$ 38.25	\$ 39.49	40.77	\$ 42.00	\$ 43.26
Pay Grade 10		\$ 39.41	\$ 40.69	\$ 42.02	\$ 43.28	\$ 44.57
Pay Grade 10	CDL	\$ 39.67	\$ 40.96	\$ 42.29	\$ 43.56	\$ 44.87
Pay Grade 11		\$ 41.02	\$ 42.36	\$ 43.73	\$ 45.05	\$46.40
Pay Grade 11	CDL	\$ 41.28	\$ 42.63	\$ 44.01	\$ 45.33	\$ 46.69
Pay Grade 12		\$42.81	\$ 44.20	\$ 45.64	\$ 47.00	\$48.42
Pay Grade 12	CDL	\$43.07	\$ 44.47	\$ 45.92	\$ 47.30	\$ 48.72
Pay Grade 13		\$ 44.54	\$ 45.99	\$ 47.48	\$ 48.91	\$ 50.37
(no CDL upgrades for Pay Grade 13)						

CLASSIFIED RATES

Pay Grade 4	
H00140	Fitter (Start) (Hired after 4/9/16)
H00140	Fitter Construction (Start) (Hired after 4/9/16)
H00141	Fitter- CDL (Start) (Hired after 4/9/16)
H00141	Fitter Construction- CDL (Start) (Hired after 4/9/16)
Pay Grade 5	
H00145	Fitter (After 1 Years) (Hired after 4/9/16)
H00145	Fitter Construction (After 1 Years) (Hired after 4/9/16)
H00146	Fitter- CDL (After 1 Years) (Hired after 4/9/16)
H00146	Fitter Construction- CDL (After 1 Years) (Hired after 4/9/16)
G00890	Fitter (Hired before 4/9/16)
G00890	Fitter (Construction) (Hired before 4/9/16)
G00891	Fitter – CDL (Hired before 4/9/16)
G00890	Fitter Construction – CDL - (Hired before 4/9/16)
Pay Grade 6	
G00955	Clerk (Grandfathered)
H00150	Fitter (After 2 Years) (Hired after 4/9/16)
H00150	Fitter Construction (After 2 Years) (Hired after 4/9/16)
H00151	Fitter CDL (After 2 Years) (Hired after 4/9/16)
H00151	Fitter Construction CDL (After 2 Years) (Hired after 4/9/16)
G00892	Fitter (After 1 Year) (Hired before 4/9/16)
G00892	Fitter Construction (After 1 Year) (Hired before 4/9/16)
G00893	Fitter - CDL (After 1 Year) (Hired before 4/9/16)
G00893	Fitter Construction- CDL (After 1 Year) (Hired before 4/9/16)
Pay Grade 7	
H00155	Fitter (After 3 Years) (Hired after 4/9/16)
H00155	Fitter Construction (After 3 Years) (Hired after 4/9/16)
H00156	Fitter- CDL (after 3 Years) (Hired after 4/9/16)
H00156	Fitter Construction- CDL (After 3 Years) (Hired after 4/9/16)
G00894	Fitter (After 2 Years) (Hired before 4/9/16)
G00894	Fitter Construction (After 2 Years) (Hired before 4/9/16)
G00895	Fitter- CDL (after 2 Years) (Hired before 4/9/16)
G00895	Fitter Construction- CDL (After 2 Years) (Hired before 4/9/16)
Pay Grade 8	
H00160	Fitter (after 4 Years) (Hired after 4/9/16)
H00161	Fitter- CDL (After 4 Years) (Hired after 4/9/16)
H00160	Fitter Construction (After 4 Years) (Hired after 4/9/16)
H00161	Fitter Construction- CDL (After 4 Years) (Hired after 4/9/16)
G00125	Customer Serviceman B
G00896	Fitter (after 3 Years) (Hired before 4/9/16)

G00897	Fitter- CDL (After 3 Years) (Hired before 4/9/16)
G00896	Fitter Construction (After 3 Years) (Hired before 4/9/16)
G00897	Fitter Construction- CDL (After 3 Years) (Hired before 4/9/16)
G00532	Station Engineer (Start)
G00962	Station Engineer Relief (Start)
G02123	Vac Truck helper (Start)
Pay Grade 9*	
H00165	Fitter Operator (Start) Fitter (After 5 Years) (Hired after 4/9/16)
H00166	Fitter Operator - CDL (Start) Fitter - CDL (After 5 Years) (Hired after 4/9/16)
H00165	Fitter Operator Const (Start) Fitter Construction (After 5 Years) (Hired after 4/9/16)
H00166	Fitter Oper Const - CDL (Start) Fitter Const - CDL (After 5 YRS) (Hired after 4/9/16)
G02124	Vac Truck Helper (After 1 Year)
G00927	Damage Prevention Technician (Start)
G00898	Fitter Operator (Start) Fitter (After 4 Years) (Hired before 4/9/16)
G00899	Fitter Operator - CDL (Start) Fitter - CDL (After 4 Years) (Hired before 4/9/16)
G00898	Fitter Operator Const (Start) Fitter Const - (After 4 Years)(Hired before 4/9/16)
G00899	Fitter Operator Const - CDL (Start) Fitter Const - CDL (Aft 4 Years)(Hired B4 4/9/16)
*Pay Grade 9 Fitter Operator is only used for unqualified Fitter Leaders with less than 6 mos. of Fitting Time.	
Pay Grade 10	
H00170	Fitter Operator (After 6 Years) (Hired after 4/9/16)
H00170	Fitter Operator Construction (After 6 Years) (Hired after 4/9/16)
H00171	Fitter Operator- CDL (After 6 Years) (Hired after 4/9/16)
H00171	Fitter Operator Construction- CDL (After 6 Years) (Hired after 4/9/16)
G00928	Damage Prevention Technician (After 1 year)
G00900	Fitter Operator (After 5 Years) (Hired before 4/9/16)
G00900	Fitter Operator Construction (After 5 Years) (Hired before 4/9/16)
G00901	Fitter Operator- CDL (After 5 Years) (Hired before 4/9/16)
G00901	Fitter Operator Construction- CDL (After 5 Years) (Hired before 4/9/16)
G00885	General Maintencenceman
G00307	Leak Detection Inspector (Includes Mobile Survey)
G00645	Station Engineer (After 1 year)
G00963	Station Engineer (Relief) (After 1 year)
G00964	Station Repairman (Start)
G00644	Warehouseman (Start)
G02125	Vac Truck Helper (After 2 Years)
Pay Grade 11	
G00110	Corrosionman B
G00124	Customer Serviceman A (After 1 year)
G00929	Damage Prevention Technician (After Two Years)
G00183	Emergency Center Operator (After 3 years) (Grandfathered)
G00966	Equipment Operator Specialist B (Requires 3 yrs Co Operating Experience)
H00174	Fitter Operator (After 7 Years) (Hired after 4/9/16)

H00175	Fitter Operator- CDL (After 7 Years) (Hired after 4/9/16)
H00174	Fitter Operator Construction (After 7 Years) (Hired after 4/9/16)
H00175	Fitter Operator Construction- CDL (after 7 Years) (Hired after 4/9/16)
G00867	Fitter Operator (After 6 Years) (Hired before 4/9/16)
G00867	Fitter Operator Construction (After 6 Years) (Hired before 4/9/16)
G00903	Fitter Operator- CDL (After 6 Years) (Hired before 4/9/16)
G00903	Fitter Operator Construction- CDL (After 6 Years) (Hired before 4/9/16)
G00862	GM&R Technician I
G00598	Heavy Truck Driver CDL (Start)
G00323	Maintenanceman A -Stopper Crew (Start)
G00874	Station Engineer (After 2 years)
G00874	Station Engineer Relief (After 2 years)
G00536	Station Repairman B (After test or 1 year)
G00537	Storage Pool Operator A (Surplussed)
G00875	Warehouseman (After 2 years)
G00621	Welder B
G02126	Vac Truck Helper (After 3 Years)
Pay Grade 12	
G00957	Bailing Machine Operator (Grandfathered)
G00959	Bridge Crewman
G00109	Corrosionman A
G00960	Crane Operator
G00873	Customer Service A (After 2 Years)
G00968	Equipment Operator Specialist A (After Test)
G00232	Fitter Leader
G00882	Fitter Leader- CDL
G00232	Fitter Leader Construction
G00882	Fitter Leader Construction- CDL
G00863	GM&R Technician II
G00956	Machine Operator (Grandfathered)
G00958	Machine Operator- CDL (Grandfathered)
G00956	Machine Operator Construction (Grandfathered)
G00958	Machine Operator Construction- CDL (Grandfathered)
G00323	Maintenanceman A- Stopper Crew (After 2 years)
G00908	Pipeline Inspector
G00533	Station Engineer (After 3 Years)
G00533	Station Engineer(Relief) (After 3 Years)
G00535	Station Repairman A (After 3 Years)
G00879	Heavy Truck Driver-CDL (After 1 Year)
G00879	Truck Driver Heavy - CDL (Grandfathered)
G00969	Vac Truck Operator
G00620	Welder A
Pay Grade 13	
G00961	Bridge Crew Leader
G00111	Corrosion Specialist
G00971	Electrician Specialist

G00972	Equipment Operator Specialist(Requires 12 months experience as an A)
G00460	GM&R Specialist
G00350	Mechanic A
G00906	Station Repair Crew Leader
G00905	Stopper Crew Leader
G00907	T&S Group Leader
G00973	Truck Driver Heavy (After HAZMAT License)
G00618	Welder Specialist
G00915	Work Group Leader Construction

Future Bidders for Fitter Operator or Fitter positions will be awarded the job at the highest paygrade at which they have previously held a Fitter Operator or Fitter position, or the paygrade they would have mapped into the Fitter/Fitter Operator progression at based on total fitter experience. Existing language contained in Article XXV, section 1c will remain in place.

**PRE-Peoples Natural Gas
(prior to 2/1/2010)**

BENEFITS ADDENDUM

The attached provisions are for documentation purposes only as pre-2/1/2010 retirees are covered by Dominion.

As to employees who were members of Local 612 and who retired on and after October 1, 1995 as employees of Dominion Peoples Natural Gas Company, the following shall apply:

Retiree Medical

Employees retiring between October 1, 1995, and December 31, 2004, will be provided coverage under the System Retiree Medical Plan for the PNG Union. Plan provisions were previously distributed. Under current plan provisions, deductibles and prescription plan co-payments will increase each January 1 based on the percentage increase in the medical component of the consumer price index from July through the following June (For example: For the change to be effective January 1, 1996, the relevant consumer price index period would be from July 1994 through June 1995). Out of pocket maximums will also increase each January 1 to an amount equal to five (5) times the adjusted plan deductible.

The participant's monthly contribution for the System Retiree Medical Plan for the PNG Union for employees retiring between January 1, 1995 and December 31, 2004, (non-Medicare and Medicare eligible) and the Managed Care POS Plan shall be adjusted each January 1, as determined by the plan administrator, based upon the projected amount of the plan costs per participant exceeding the Company's share of the plan costs per participant. The Company's share of any increase in plan costs per participant will be an amount equal to the increase in the medical component of the consumer price index applied to the Company's baseline costs of 1993. Plan costs per participant exceeding the Company's share shall be divided equally among all participants in the form of increased monthly contributions.

Employees retiring between January 1, 1997 and December 31, 2004, and their covered dependents who are not yet eligible for Medicare (generally under age 65) will be covered by the Managed Care - POS Plan if they reside in an area where a Managed Care - POS Plan is available through the CNG Network. Retirees who reside outside of the Managed Care POS service area will be covered by the System Retiree Medical Plan for the PNG Union.

Employees retiring between January 1, 1997 and December 31, 2004, and their covered dependents that are or become Medicare eligible (generally age 65 and over) will be covered by a Medicare HMO if they reside in an area where a Medicare HMO is offered by CNG. Medicare eligible retirees who reside outside of a Medicare HMO area will be covered by the System Retiree Medical Plan for the PNG Union. The cost per covered individual for the Medicare HMO will be determined by the HMO in which he or she is enrolled. These rates will be adjusted periodically, as determined by the HMO.

Employees with 10 or more years of pension service who retire on or after January 1, 2005, who are not Medicare eligible, and their covered dependents, will be provided medical coverage under Medical Plan 1. The participant's monthly contribution rates for 2005 shall be \$100 per individual/\$150 per family. Effective January 1, 2006, monthly contribution rates will increase based on the percentage increase in the medical component of the consumer price index for the twelve-month period ending the second preceding December. (For example, for the change effective January 1, 2006, the relevant consumer price index period would be from December 2003 to December 2004). In no event will monthly contributions increase by more than 5% per year.

Employees with 10 or more years of pension service who retire on or after January 1, 2005, who are Medicare eligible (generally age 65 and over), and their covered dependents, will be covered by a Medicare HMO if they reside in an area where a Medicare HMO is available. Medicare eligible retirees who reside outside of a Medicare HMO area will be covered by Medical Plan 1, with primary coverage provided by Medicare. The participant's monthly contribution rates for 2005 shall be \$80 per individual/\$120 per family. Effective January 1, 2006, monthly contribution rates will increase based on the percentage increase in the medical component of the consumer price index for the twelve-month period ending the second preceding December. (For example, for the change effective January 1, 2006, the relevant consumer price index period would be from December 2003 to December 2004). In no event will monthly contributions increase by more than five percent (5%) per year.

Subject to the parties' understanding set forth in the side letter, any language in the System Plan for the PNG Union and/or the Peoples Union Retiree Health and Welfare Plan that currently permits the Company to eliminate the Plan, or change any of its terms and conditions, except for any current language allowing a change in deductibles and prescription plan co-payments based on changes in the Medical CPI, and except for any current language allowing a change in out-of-pocket maximums, and except for any current language allowing changes in monthly contributions based on projected plan costs per participant exceeding the Company's share of plan cost per participant, shall be eliminated insofar as application of the System Plan or the Peoples Union Retiree Health and Welfare Plan to retired or retiring bargaining unit employees is concerned.

Employees who, as of the date that is the day before the effective date of this agreement, have retired as members of Local 242 and/or Local 12050 shall be covered under the medical plan, if any, applicable to them by virtue of the terms of any labor agreement in effect between their union and the Company or its predecessor in interest.