

BEFORE THE
WASHINGTON UTILITIES & TRANSPORTATION COMMISSION

UG-__
GENERAL RATE APPLICATION
OF
NORTHWEST NATURAL GAS COMPANY

December 31, 2018

Direct Exhibit of Melinda B. Rogers

COMPENSATION & BENEFITS

Exh. MBR-4

Joint Accord

A vested interest in a successful future.

Effective: June 1, 2014—November 30, 2019



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LABOR-MANAGEMENT JOINT ACCORD

THIS COLLECTIVE BARGAINING AGREEMENT, hereinafter called “Joint Accord” or “Accord,” is entered into on June 1, 2014, between NORTHWEST NATURAL GAS COMPANY, a corporation, its successors or assigns, hereinafter called “the Company,” and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, AFL-CIO, hereinafter called “the Union,” collectively referred to as “the parties,” to promote a balance between the needs of the Employees and those of the Employer while fostering an environment of mutual respect and cooperation.

PARTNERSHIP MISSION STATEMENT

The Union and the Company will work together to:

- Achieve collaborative and transparent relationships at all levels of the organization;
- Share information necessary to make decisions and implement change;
- Foster an environment in which employees are valued and supported in their development, engagement and success; and
- Champion NW Natural’s core values and continued success.

ARTICLE 1

GUARANTEES AND FLEXIBILITY

1.1 Introduction

To support our ability to acquire and serve customers, and to outperform our competitors, thereby promoting employment security and enhancing job opportunities, the parties share responsibility for developing and rewarding a flexible and skilled work force. To successfully compete requires the ability to quickly adjust our products, services and processes.

1.2 Flexibility

The parties agree that during the term of this Joint Accord, the Company has the flexibility to redesign and change its business operations, the work and the workforce. In exchange, the Company agrees that certain Employees shall have Employment Security and Pay Guarantees, as defined in this Joint Accord.

1.3 Involvement

It is the Company's right and responsibility to make business decisions, including such matters as redesigns, changes in business operations, the work and the workforce. The Company continues to value input from our Employees and Union partners, which we believe contributes to productivity, satisfaction, engagement, and success.

The Union and the Company agree to work collaboratively on those items that are mandatory subjects under the law and on those items identified by the Company for Union involvement which the law would allow an Employer to change unilaterally. The agreed to process is in the Involvement JAG.

The Union and the Company will, not later than the first quarter of each year, meet with representatives selected by each party to review the number of contractor personnel working, the type of work performed, and the current and projected workload to determine the feasibility of increasing the regular work force or using overtime when practical and economical as an alternative.

1.4 Employment Security

- 1.4.1 The parties agree that during the term of this Joint Accord there will be no layoff of any Regular Employee whose current period of employment was on or before November 30, 2013.
- 1.4.2 Employees without employment security are subject to layoff for any reason. However, the Company will not contract work to others that would cause Employees to be laid off if that contracting activity directly results in the annualized average of the Bargaining Unit falling below 600*.

*Calculated as total Regular Employees working plus those positions currently vacant and unfilled, minus any reductions that may have occurred as allowed in this Accord. See the Employment Security JAG. Comparisons will be based upon the previous twelve (12) month annualized average at the time of the event. This recognizes that training efficiency requires hiring in larger groups.

1.5 Pay Guarantee

Pay for Regular Employees in jobs that are affected by work redesign, regional lack of work, or certain disability situations, will be guaranteed at no less than their current rate of pay, as provided for in 10.6.

1.6 Compensation

The parties agree to ensure that there will be a compensation system that supports business operations while maintaining internal and external equity.

ARTICLE 2
GENERAL PROVISIONS

2.1 Application and Coverage

2.1.1 Definition of Bargaining Unit

- 2.1.1.1 This Joint Accord applies to and covers individuals who are employed in the jobs shown in the Job Titles by Grade list of this Joint Accord as to areas and properties now served or owned by the Company. The terms of this Joint Accord do not extend to any NW Natural affiliate.
- 2.1.1.2 It is not the intent to have Supervisors perform the job duties of Bargaining Unit personnel except in circumstances such as training, testing, inspection/QA, emergency, or in occasional circumstances where needed to support the continuity of local business operations, a task, or a job.
- 2.1.1.3 The Union and the Company agree to a standard process by which new jobs will be evaluated for inclusion in the Bargaining Unit. Inclusions or exclusions of the Bargaining Unit will be considered utilizing the Adding New Jobs JAG.

2.1.2 Employee and Other Worker Definitions

2.1.2.1 Employee

An Employee is a common-law employee of NW Natural whose job is within the Bargaining Unit as defined in 2.1.1.

2.1.2.2 Regular Employee

A Regular Employee is an Employee who is employed by NW Natural to work on a full or part-time basis.

- 2.1.2.2.1 A Full-Time Regular Employee is a Regular Employee who is employed by NW Natural to work an average of forty (40) or more hours per work week.
- 2.1.2.2.2 A Part-Time Regular Employee is a Regular Employee who is employed by NW Natural to fill a continuing work requirement that averages less than forty (40) hours per work week.
- 2.1.2.2.3 A Job-Share Employee is a Part-Time Regular Employee who is employed by NW Natural to share the responsibilities of one (1) full-

time position with one (1) other Job-Share Employee. Refer to the Job Sharing JAG.

2.1.2.3 Term Employee

A Term Employee is an Employee engaged for a limited duration to complete a special project as specifically defined in his or her Term Employment Agreement. Term Employees have only those benefits and rights expressly defined in their Term Employment Agreements and in the Term Employee JAG.

2.1.2.4 Probationary Employee

A Probationary Employee is a newly hired or rehired Employee in his or her first year of employment (365 calendar days) with NW Natural. Probationary Employees who are Regular Employees retain all rights and benefits of Regular Employees except as limited in 4.3.2 and 19.1. Probationary Employees who are Term Employees retain only the rights and benefits provided to Term Employees. The probationary period for Employees whose date of hire is prior to the date of this Accord will remain at 180 calendar days.

2.1.2.5 Temporary Worker

A Temporary Worker is an external agency worker engaged for an assignment lasting for ninety (90) or fewer calendar days. Temporary Workers are not Employees of the Company and do not have Union membership rights or Employee benefits. Any extension of a Temporary Worker on the same assignment beyond ninety (90) calendar days requires the mutual agreement of the Union and the Company.

2.1.3 Recognition

The Company recognizes the Union as the exclusive Bargaining Agent for the Employees covered by this Joint Accord.

2.1.4 Union Membership Requirements

- 2.1.4.1 It shall be a condition of employment that all Employees covered by this document shall pay dues to OPEIU Local 11, and all new Employees shall, on the last calendar day of the month following the beginning of such employment, begin payment of dues and such initiation fee as is customary to the Union.
- 2.1.4.2 Upon receipt of a written request signed by an Employee, the Company will deduct and remit to the Union dues and other fees from the pay of the Employee once in each month and an accounting for such deductions. Such form will be provided by the Union.

- 2.1.4.3 Any person covered by this Joint Accord as a Temporary Worker must obtain a working permit from the Union after each thirty (30) days worked.
- 2.1.4.4 In case any Employee shall fail to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership (which payment of fees and dues shall be a condition of continued employment), the Union will notify the Executives responsible for labor relations. A Company representative will then notify the delinquent Employee in writing by the end of his or her next workday that, unless the Executives responsible for labor relations receives from the Union Office notification of the Employee's tender of required dues, the Employee will be terminated within the next ten (10) working days.

2.2 Management Rights

The Company retains all rights to manage its business and direct its work force, except as those rights are limited by the express and specific language of this Joint Accord. The Company's rights expressly include, but are not limited to, the right and flexibility to redesign and change its business operations, the work and the workforce; determine the number and nature of positions needed across the Company and by work location; protect and preserve Company property; open and close work locations; contract work*; set schedules; assign and direct work; define work duties, including duties performed within any job description or job family; implement and utilize existing and new automation and technologies; and require that work be performed, including overtime.

*It is the intent and preference of the Company to use women and minority-owned contractors as well as utilize union contractors whenever practical.

2.3 No Strike, No Lockout

- 2.3.1 There shall be no strike, work stoppage, work slowdown, sympathy strike, lockout, or other interruption of work during the life of this Joint Accord. The Union shall take every reasonable means within its power to prevent such occurrences and induce Employees engaged in or supporting any such prohibited conduct to cease such activity.
- 2.3.2 Any member of OPEIU Local 11 employed by the Company who recognizes a lawful primary picket line sanctioned by OPEIU Local 11 shall not be disciplined for recognizing that picket line, notwithstanding the provisions of 2.3.1, provided that such Employee shall have no greater rights under law or contract than does a striking Employee.

2.4 Union Member Time Off

- 2.4.1 The Union's stewards shall be allowed time off with pay to investigate and present issues/grievances as necessary to fulfill their duty of fair representation. Whenever possible, such time shall be scheduled in

advance with the steward's supervisor to minimize the impact on business operations.

- 2.4.2 Upon written request from the Union, union members shall be given short-term leaves of absence to transact Union business and be paid by the Union. An Employee covered by this Joint Accord who is elected, appointed or hired to an office in the Union requiring a long-term leave of absence from the Company, shall, upon two (2) weeks' written notice, be granted a voluntary leave of absence without pay not to exceed two (2) years.

2.5 Compliance with Laws Governing the Workplace

- 2.5.1 NW Natural is an equal employment opportunity employer. The Company prohibits discrimination, harassment or retaliation on the basis of race, age, color, religion, gender, national origin, disability, marital status, sexual orientation, gender identity, eligible veteran status, or any other status or characteristic protected by applicable law. The Union shares the Company's commitment to maintaining a business environment free from discrimination, harassment or retaliation and supports business and workplace decisions promoting diversity.
- 2.5.2 The Company promptly investigates and addresses complaints regarding discrimination, retaliation or harassment. The Union recognizes the importance of the prompt and effective investigation and resolution of such complaints and will support and cooperate with the Company in the Company's investigation and resolution of such complaints.
- 2.5.3 The parties strive to comply with all applicable laws, rules and regulations governing the workplace, including but not limited to laws addressing discrimination in employment. To the extent such provisions include exceptions applicable to parties in a collectively bargained relationship, this provision does not address or waive the application of such exceptions.

2.6 Modifications and Agreements

- 2.6.1 In the past, the Union and the Company have reserved the right to renegotiate the Joint Accord in the event there are external events or significant business changes which in the opinion of either party require renegotiation of the Accord. The Union and the Company continue to reserve this right during this Accord. Amendments to this Joint Accord, are made by a Memorandum of Agreement (MOA), must be in writing, agreed to, and signed by both parties.
- 2.6.2 Joint Accord Guidelines (JAGs) are referenced throughout this Joint Accord. These guidelines are published to provide details on the intent of the Joint Accord language, current practices and processes, or to provide supplementary procedural guidance. JAGs are published and maintained by

the Joint Accord Committee (JAC). Changes or additions to these guidelines must be with the approval of the JAC.

- 2.6.3 Additionally, during the life of this Joint Accord, Interpretations and Agreements may be made.
 - 2.6.3.1 Interpretations are prepared at the direction of the JAC Co-Chairs to clarify intent of language in the Joint Accord and are submitted to the JAC for approval.
 - 2.6.3.2 An Agreement is a written document signed by both the Union and the Company that states what the Union and the Company agree to when they reach agreement on something other than what is stated in the Joint Accord or related terms and conditions of employment of covered Employees. Agreements can remain in effect for the duration of the current Joint Accord or may be limited to a specific period of time.
- 2.6.4 Except as expressly noted otherwise, this Joint Accord supersedes all prior Joint Accords, JAGs, Interpretations, Agreements, and other understandings between the parties. To the extent the terms of this Joint Accord were to conflict with any JAG, Interpretation, Agreement, or other understandings between the parties, the terms of this Joint Accord control.

ARTICLE 3

SENIORITY

3.1 Company Seniority

- 3.1.1 Company Seniority is established on the date of hire as a Regular Employee. When multiple Regular Employees are hired on the same day, Company Seniority is then established based on name at date of hire in ascending alphabetical order of last name, then first name.
- 3.1.2 In the event any previously terminated Employee is rehired as a Regular Employee, Company Seniority is established on the rehire date. Any previous Regular Employee who was separated due to disability (industrial or non-industrial) and is subsequently awarded or placed in a position under Article 14 is eligible for adjusted seniority abridgement of Company Seniority.

3.2 Job Seniority

Job Seniority is based on the days that a particular job is held. When multiple Regular Employees have the same number of days the job was held, the ranking will be based on Company Seniority. Job Seniority is only accumulated for jobs that are not in a Line of Progression.

3.3 Line of Progression Seniority

Line of Progression Seniority is based on the days that any job within that Line of Progression is held. When multiple Regular Employees have the same number of days in the Line of Progression, the ranking will be based on Company Seniority. For jobs in a Line of Progression, Job Seniority is not accumulated.

3.4 Term Employee Seniority

- 3.4.1 Term Employees do not establish or accumulate any seniority while in Term employment. For those Term Employees who are subsequently hired as Regular Employees with no break in service refer to 3.4.2 and 3.4.3.
- 3.4.2 Job or Line of Progression Seniority (as applicable) is calculated for positions involving the same type of work as that done as a Term Employee.
- 3.4.3 Company Seniority is established on the date of hire as a Term Employee.

3.5 Job and Line of Progression Seniority Accumulation

Accumulation of seniority is based on straight-time days of employment. For Full-Time Regular Employees, this is equivalent to five (5) eight-hour work days per seven (7) calendar days. For Part-Time Regular Employees, seniority will be accumulated at seventy-five percent (75%) of the rate of Full-Time Regular Employees.

3.6 Seniority Retained

Seniority accumulated by a Regular Employee in a Job or in a Line of Progression is retained. Any Employee who leaves the Bargaining Unit or terminates employment will not retain any Job, Line of Progression or Company Seniority. Any previous Regular Employee who was separated due to disability (industrial or non-industrial) and is subsequently awarded or placed in a position under Article 14 is eligible for adjusted seniority abridgement of Company Seniority.

3.7 Application of Seniority

For the application of seniority, refer to the appropriate articles within this Joint Accord.

3.8 Line of Progression and Job Seniority Calculations

For the process of seniority calculations related to the definitions under this Joint Accord refer to the Line of Progression and Job Seniority Calculations JAG.

ARTICLE 4

SELECTION AND ASSIGNMENT

4.1 General

This Article describes the selection and assignment provisions and processes for Regular Employees. Term Employees are not eligible for these provisions or processes, as explained in the Term Employee JAG.

4.2 Defining the Work, Positions and Job Descriptions

Job and position descriptions will be maintained for all jobs and positions in the Bargaining Unit. The Company has the right to change and create job and position descriptions. Refer to the Job Description JAG.

4.3 Postings and Consideration of Bids

- 4.3.1 When a position posting has been approved, the position will be posted Company-wide for seven (7) calendar days.
- 4.3.2 All applications received from Regular Employees* prior to the expiration of a position posting shall be considered. Refer to the Position Posting and Bidding JAG. Probationary Employees will only be allowed to apply as external candidates.

*Regular Employees already in the Construction line of progression at the resource center where a posted position in Construction is located are considered auto-bidders and automatically included in the bidding process. If an auto-bidder declines an award, he or she must sign a Progression Waiver (existing rate retention will be forfeited).

- 4.3.3 The Union and the Company agree to use and continue to refine the currently agreed to internal bidding and selection processes as outlined in the Internal Bidding and Selection Process JAG.
- 4.3.4 Employees who are off on PTO, Short-Term Disability, Long-Term Disability, Workers' Compensation, unpaid active status, or protected leave as defined by Company policy for an entire posting period shall be eligible to submit a bid on any posted position within the seven (7) calendar days following the expiration of the posting period. Refer to the Position Bidding and Award Eligibility for Regular Employees JAG.

4.4 Position Awards

- 4.4.1 Seniority and qualifications will be considerations in awarding a posted position. With agreement between the Union and the Company, certain positions will be awarded based on qualifications first and then seniority. Bidders will be considered for posted positions regardless of their currently

assigned Company-based location except as provided for in 4.10. Refer to the Job Description JAG.

4.4.2 Position awards will be published within fourteen (14) calendar days of acceptance by the Employee. Employees will be moved to the new position as soon as possible, usually within twenty-one (21) calendar days of accepting the award.

4.4.2.1 Extensions to the above timelines from twenty-two (22) calendar days up to a maximum of 120 calendar days may be made after discussion with the Employee and upon mutual agreement between the releasing and receiving Supervisors.

4.4.2.2 Employees not in the new position after fourteen (14) calendar days from the position award will receive any applicable pay increases and begin accumulating either Job Seniority or Line of Progression Seniority as of the fourteenth (14th) calendar day from the Employee's acceptance of the award.

4.4.3 The following are the principles that apply when awarding positions for: Open Jobs, Line of Progression Jobs, and Jobs involving Progression without Bidding (unless otherwise agreed that the position is selected on qualifications first and then seniority).

4.4.3.1 Open Jobs

Qualified bidders will be awarded positions based on seniority in the following order:

- Job Seniority for the position posted for bid, then
- Company Seniority.

4.4.3.2 Line of Progression Jobs

Qualified bidders will be awarded positions based on seniority in the following order:

- Line of Progression Seniority in the line of the position posted for bid, then
- Company Seniority.

4.4.3.3 Jobs Involving Progression without Bidding

Employees will progress based on meeting the qualifications and performance standards for the higher level position. Progression may be limited by position availability. In this case, the most senior qualified person will progress, based on seniority in the following order:

- Job Seniority in the lower position, then

- Company Seniority.

4.4.4 For a list of Jobs Involving Progression without Bidding refer to the Job Description JAG.

4.5 Performance Qualifying Standards

4.5.1 An Employee awarded a new position must satisfy the Performance Qualifying Standards during the established qualifying period.

4.5.2 There are four circumstances where an Employee becomes subject to failure to qualify:

4.5.2.1 For failure to qualify during the established qualifying period, refer to the Failure to Qualify During Qualifying Period JAG.

4.5.2.2 For subsequent failure to meet Performance Qualifying Standards at any time after initial qualification requirements are satisfied, refer to the Failure to Maintain Performance Qualifying Standards JAG.

4.5.2.3 For failure to qualify on welding qualification requirements, refer to the Oxy-Acetylene Welding Procedure to Recertify JAG and/or Mechanic Welder Procedure to Recertify JAG.

4.5.2.4 For failure to qualify on other testing requirements, refer to the Field Operations Testing Failure to Qualify JAG.

4.6 Right to Return to Former Position

4.6.1 Employees have sixty (60) calendar days after reporting to a new and different position to voluntarily return to their former position. This right provides a one-time ability to return for any reason. Any subsequent request to return to their former position within a rolling five (5) year period from the date of award must be mutually agreed upon by the Union and the Company. An Employee still retains the right to bid on any position posting at any time. The Employee will not continue to accumulate Job or Line of Progression Seniority while he or she is away from the former position.

4.6.2 Right to Return to Former Position does not apply to situations where movement is to the same position at any location.

4.7 Waivers

A waiver is a mechanism for an Employee to voluntarily return to a former position or to forego advancement. There are two types of waivers: Progression (Advancement) Waivers and Position Waivers. The waiver definitions and processes are described in the Waivers JAG.

4.8 Workplace Location Exchange

Employees may request a workplace location exchange by completing a “Workplace Location Exchange Request” form. Refer to the Workplace Location Exchange JAG for criteria and process.

4.9 Retention of Higher Rate

- 4.9.1 Jobs awarded based on qualifications are not eligible for rate retention. See the Job Description JAG.
- 4.9.2 When an Employee in a Line of Progression position is working up a grade, the Employee will be paid at the entry level rate for the first 260 working days. Once an Employee in a Line of Progression position has worked up a grade for 260 working days, the Employee will continue to receive the higher rate of pay at the experienced level, until such Employee leaves his or her position or signs a Progression Waiver.
- 4.9.3 When an Employee with less seniority in a Line of Progression works up a grade ahead of a senior Employee in the same Line of Progression at the same Company-based location, the most senior Employee will also be paid entry level at the higher rate for the day, except when the less senior Employee is working up into a qualifications based job (e.g., Construction 4).
- 4.9.4 If a less senior Employee at the same Company-based location reaches rate retention prior to a senior Employee at the same Company-based location in the same Line of Progression because the senior Employee was on a Short-Term Assignment, the senior Employee will be designated as rate retained.
- 4.9.5 When working up into qualification based jobs (e.g., Construction 4) only the Employee working up is paid the higher rate for the day.
- 4.9.6 Effective June 1, 2014, rate retention is not allowed for the Construction 4 positions. All Construction 3 positions will on June 1, 2014, go to the published rate for that position and will not be considered “Rate Retained” in the Construction 4 position.

4.10 Temporary Positions/Internal Assignment of Employees

4.10.1 Short-Term Assignment of Employees

- 4.10.1.1 Employees may be temporarily assigned for 120 calendar days or less per calendar year to a position for which they qualify or may be trained based on Company needs. Any individual Employee assignment longer than 120 calendar days shall be by mutual agreement of the Union and the Company.

The Chief Stewards will be notified by management no later than the start of any Short-Term Assignment expected to last longer than seven (7) calendar days.

- 4.10.1.2 Consecutive assignments for the same position longer than 240 calendar days shall be by mutual agreement of the Union and the Company.
- 4.10.1.3 An Employee who is assigned to perform a higher grade position will be compensated at the higher of the Employee's current or assigned rate for the hours worked at that rate up to four (4) hours of the day. An Employee who works four (4) hours or more is paid for the full day at the higher rate.
- 4.10.1.4 Employees will continue to accumulate Job or Line of Progression seniority in their regular position during such assignments.
- 4.10.1.5 An Employee returning from an authorized absence may be temporarily assigned to other work regardless of seniority.

4.10.2 Long-Term Special Assignment

A Long-Term Special Assignment (LTSA) is a special, voluntary work opportunity that is up to twelve (12) months in length. Requests for extensions beyond the initial term will be mutually reviewed and agreed upon by the Union and the Company. All LTSAs are subject to the Long-Term Special Assignment JAG.

4.10.3 Assignment to Non-Bargaining Position

An Employee may be assigned to a non-bargaining position, either exempt or non-exempt. The Company's non-bargaining unit processes apply with respect to the assignment, however, the Employee will continue to retain Union membership status (including benefits) and pay Union dues. The Company will notify the Chief Stewards no later than the start of the non-bargaining assignment.

4.10.4 Relief Positions

Relief positions may be posted only after careful consideration of all other alternatives including workload redistribution, overtime, part-time positions, temporary assignment, Temporary Workers, Term Employees, and contracting work. All relief positions require approval by the Union and the Company. All relief positions are subject to the Relief Positions JAG.

ARTICLE 5
WORKING CONDITIONS

5.1 Schedules and Overtime

5.1.1 General

This Article recognizes the fact that we must provide uninterrupted service to our customers as a matter of public safety and health. The Company retains the right to manage the business and direct the work and workforce, including the right to determine schedules and require overtime, subject to the rules listed below.

5.1.2 General Definitions and Rules

- 5.1.2.1 For the purposes of calculating overtime and establishing schedules, the workweek for all Employees begins at 12:01 a.m. on Monday and ends at 12:00 a.m. (midnight) on Sunday.
- 5.1.2.2 A regular full-time schedule will typically be five (5) workdays of eight (8) hours duration. Alternate schedules may be required by Management, based on business needs.
- 5.1.2.3 Each Employee's workday begins at the start of his or her shift and continues for twenty-four (24) hours or until the beginning of his or her next shift, whichever is sooner.
- 5.1.2.4 An Employee's shift is defined as scheduled working hours within a workday.
- 5.1.2.5 Shift types are defined based on the scheduled start time as follows:
- | | |
|---------------------------------|---------------------------|
| <u>Regular Shift:</u> | <u>Start time:</u> |
| Day Shift | 06:00 a.m. - 9:59 a.m. |
| <u>Alternate Shifts:</u> | <u>Start time:</u> |
| Swing Shift | 10:00 a.m. - 5:59 p.m. |
| Graveyard Shift | 06:00 p.m. - 5:59 a.m. |
- 5.1.2.6 Work schedules define the workdays and shifts and shall be documented by each department and/or workgroup as appropriate.
- 5.1.2.7 An Employee who reports for work on a regularly scheduled workday and is then sent home for lack of work shall be paid for his or her scheduled shift at the rate such Employee would have received.
- 5.1.2.8 Unless otherwise stated, overtime is calculated on actual hours worked, not hours paid.

- 5.1.2.9 If pay is due an Employee under two (2) or more provisions of 5.1, only the highest payment required under any provision of 5.1 shall be paid. This should only be used when a situation is ambiguous and all sections of the Joint Accord have been reviewed.

5.1.3 Flexible Schedules

- 5.1.3.1 An Employee may work a flexible work schedule (e.g., four [4] ten-hour days) and/or make up lost time in his or her work schedule within the same workweek if mutually agreed upon by the Employee and Management.
- 5.1.3.2 If an Employee requests a temporary flexible work schedule, this temporary schedule is not considered a regularly scheduled workweek and Saturday/Sunday and Alternate Shift Work premiums will not apply for the shift(s) impacted by the temporary schedule change.

5.1.4 Unplanned Schedule and Shift Changes

5.1.4.1 Unplanned Schedule Changes

Changes in an Employee's scheduled workdays affecting the Employee's scheduled days off made with less than forty-eight (48) hours advanced notice are considered Unplanned Schedule Changes.

5.1.4.2 Unplanned Shift Changes

- 5.1.4.2.1 Changes in an Employee's scheduled working hours (i.e., shift) made with less than twelve (12) hours notification prior to the start of the new shift are considered Unplanned Shift Changes.
- 5.1.4.2.2 An Employee already at the reporting location up to one (1) hour before the Employee's scheduled shift may be assigned to an earlier start time. The shift for that Employee will be moved to one (1) hour earlier from the start of the Employee's regular shift and such change is not considered an Unplanned Shift Change or a Call-In. Employees may be required to work through to the end of their original shift and may be required to work additional overtime.
- 5.1.4.2.3 An Employee in the process of commuting in an assigned Company vehicle to or from the reporting location may be assigned an extended shift and such change is not considered an Unplanned Shift Change or Call-In. If commuting away from the reporting location, the time from the end of the shift to the time of the request is considered time worked.
- 5.1.4.2.4 When an Employee meets the conditions to be afforded a rest under 5.1.8 is required to return to work before the end of the Employee's

eight (8) hour rest period, all hours worked are considered an Unplanned Shift Change.

5.1.4.2.5 After the start of an Employee's shift, if an Employee is released and rescheduled for a later start time, all hours worked are considered an Unplanned Shift Change.

5.1.4.2.6 This language is illustrated in the Call-in and Shift Change Intent JAG.

5.1.5 Overtime Pay

5.1.5.1 An Employee shall be paid at one and one-half (1-½) times the regular rate, including the applicable premiums, for:

- The first twelve (12) hours worked on the first scheduled day off for any time worked.
- The first twelve (12) hours worked on an Unplanned Schedule Change or an Unplanned Shift Change except as provided for in 5.1.5.2.
- Hours worked in excess of an Employee's shift (minimum eight [8] hours) when working a regular full-time schedule.
- Hours worked in excess of forty (40) regular hours in a workweek when working a regular full-time, flexible or part-time schedule.

5.1.5.2 An Employee shall be paid at two (2) times the Employee's regular rate, including the applicable premiums, for:

- More than four (4) hours worked in excess of an Employee's shift (minimum eight [8] hours), or hours worked in excess of forty (40) regular hours plus twenty (20) time-and-one-half hours in a workweek.
- All hours worked on the second scheduled day off in a workweek when no schedule change is involved. This applies only if an Employee works at least eight (8) hours on the first scheduled day off.
- All hours worked on a Sunday that is a scheduled day off.
- Call-Ins as provided for in 5.1.7.
- All hours worked on an Unplanned Shift Change, where the original shift has been moved to an earlier start time by greater than four (4) hours.

- All hours worked on Holidays as provided for in 13.5.

5.1.5.3 Short duration work on a scheduled day off will be paid at a minimum of two (2) hours at the appropriate overtime rate.

5.1.6 On-Call Assignment

- 5.1.6.1 On-Call Assignments shall be filled between the qualified resource center, department and/or workgroup Employees as equitably as practicable; qualified Employees are those identified by Management as having the necessary skills to handle emergency response work.
- 5.1.6.2 If Employees are assigned a Company vehicle for the purposes of emergency response when On-Call, travel to and from work is not considered commuting for the purposes of 5.1.4.2 nor is it considered paid time. Employees working On-Call Assignment are required to accept any Call-Ins.
- 5.1.6.3 Employees are responsible for the accuracy of their contact information. On-Call guidelines shall be documented by each department and/or workgroup as applicable.
- 5.1.6.4 On-Call Assignment on an Employee's regularly scheduled workday begins at the end of the Employee's regular work shift including overtime worked beyond the end of the Employee's regular shift and ends at the start of the Employee's next shift the following day. On-Call Assignment on an Employee's scheduled days off (typically Saturday/Sunday) begins at 7:00 a.m. and ends after twenty-four (24) hours or the start of the Employee's next regular shift.

5.1.6.5 Pay for On-Call Assignment

- \$50.00 for each On-Call Assignment on an Employee's regularly scheduled workday,
- \$75.00 for each On-Call Assignment on an Employee's scheduled days off, and
- \$100 for each On-Call Assignment that begins on an actual (not an Observed) Holiday as defined in 13.1.

Effective December 1, 2015, the amounts listed in 5.1.6.5 will be increased annually at the same time and percentage as the Scheduled Annual Increase in 10.2.2.1.

5.1.6.6 Recognition for On-Call Assignments

- 5.1.6.6.1 Employees who have between seventy-five (75) and ninety-nine (99) On-Call Assignments in a calendar year will receive a payment of one point five percent (1.5%) of that Employee's regular and overtime earnings for that same calendar year payable in a lump sum on the second regularly scheduled paycheck in January of the next year.
- 5.1.6.6.2 Employees who have 100 or more On-Call Assignments in a calendar year will receive a payment of two point five percent (2.5%) of that Employee's regular and overtime earnings for that same calendar year payable in a lump sum on the second regularly scheduled paycheck in January of the next year.
- 5.1.6.7 Call-In pay is in addition to On-Call Assignment pay, as provided in 5.1.7. On-Call Assignment periods are not to be counted as time worked for the purpose of calculating overtime.

5.1.7 Call-In

The language of 5.1.7 is illustrated in the Call-in and Shift Change Intent JAG.

- 5.1.7.1 When an Employee is notified to report for emergency, immediate or unplanned work within the same workday after completion of the Employee's shift, or on a scheduled day off, the time worked shall be considered a Call-In except as described below.
- 5.1.7.1.1 If the Call-In abuts the next regular shift, the Call-In will be considered as an Unplanned Shift Change as per 5.1.4.2. This shift change is not eligible for alternate shift work pay.
- 5.1.7.1.2 It is not a Call-In when:
- An Employee is requested to extend hours in conjunction with a regular shift;
 - An Employee is commuting in an assigned Company vehicle per 5.1.4.2.3, except for an Employee on an On-Call Assignment per 5.1.6.2;
 - An Employee is on site within one hour of start of shift and requested to start his or her shift early per 5.1.4.2.2;
 - An Employee is requested at least twelve (12) hours in advance to work additional hours on a scheduled day off. A minimum of two (2) hours at the appropriate overtime rate will apply and the work time shall start at the reporting location.

- 5.1.7.2 Call-In procedures shall be developed and documented by each department and/or workgroup as appropriate utilizing the Guide for Partnership Decision Making JAG.
- 5.1.7.3 For immediate response (unplanned), paid time for the Call-In begins when the Employee goes “en route” to the reporting location. En route status will be established by phone or electronic notification to the Company that the Employee is traveling to the reporting location.
- 5.1.7.4 For non-immediate response (planned), paid time for the Call-in begins when the Employee arrives at the reporting location, unless an Employee is assigned a Company vehicle during this time period, in which case time starts when the Employee goes “en route.” En route status will be established by phone or electronic notification to the Company that the Employee is traveling to the reporting location.
- 5.1.7.5 Call-Ins end upon completion of work and return to the reporting location unless an Employee is assigned a Company vehicle during this time period, in which case time ends when the Employee returns to his or her originating location.
- 5.1.7.6 Employees called in will be paid a minimum of two (2) hours at two (2) times their rate of pay. All subsequent Call-Ins that begin on the same scheduled day off or workday will be paid at two (2) times the Employee’s rate of pay for actual hours worked. Employees called in are obligated to remain in contact and be available to work for the full two (2) hours that they are being compensated.

5.1.8 Time Excused Due to Extended Work

The language of 5.1.8 is illustrated in the Call-in and Shift Change Intent JAG.

- 5.1.8.1 The Employee will be afforded the opportunity of taking eight (8) hours of non-worked time and returning to complete the remainder of the scheduled shift when within the twelve (12) hour period before the start of the regularly scheduled shift the Employee works:
 - A total of six (6) or more hours duration (consecutive or aggregate); or
 - Three (3) or more Call-Ins and the Employee has less than eight (8) hours of non-worked time immediately prior to the start of the Employee’s next scheduled shift.
- 5.1.8.2 Additionally, for safety reasons, following unscheduled work and/or Call-Ins prior to a regularly scheduled shift, Management reserves the right to

excuse an Employee for some or all of the Employee's regularly scheduled shift.

Time excused or worked for the remainder of the regular shift shall be paid at the straight-time rate and shall be counted as time worked for the purpose of calculating overtime.

5.2 Work Reporting Methods

5.2.1 General

Work reporting methods, including facility-based reporting, jobsite reporting and telecommuting, are defined below. All Employees have a work reporting method, in addition to a Company-based location, both of which are determined and assigned by the Company. The Company may change Employees' Company-based location and work reporting method based on business needs.

- 5.2.1.1 Work reporting methods contained in 5.2 do not address mileage reimbursement or compensation for time spent traveling. Refer to the Compensation for Travel JAG for these provisions.
- 5.2.1.2 When a work reporting method other than facility-based reporting is utilized, department/workgroup guidelines addressing the application of the method will be established utilizing the Guide for Partnership Decision Making JAG.

5.2.2 Facility-Based Reporting Method

The facility-based reporting method establishes a location to which the Employee reports (e.g., resource center, corporate office or storage facility). Under this method, the Company-based location is the reporting location. The Employee must be at that reporting location and ready to work at the Employee's scheduled start time.

5.2.3 Jobsite Reporting Method

The jobsite reporting method establishes varying reporting locations (e.g., job sites, facilities or geographic work areas) to which the Employee reports. The Employee must be at the Employee's reporting location and ready to work at his or her scheduled start time. Additionally, the Employee must be at the Employee's reporting location at the end of his or her shift, unless otherwise directed. Under this method, the Company-based location is not considered the fixed official work location/station.

5.2.4 Telecommuting Method

The telecommuting method establishes a reporting location off Company property, which is typically the Employee's residence. An Employee who is telecommuting must log in to the appropriate corporate software systems and be ready to work at the Employee's scheduled start time. Under this method, the Company-based location is

not considered a fixed official work location/station. Company policies and department guidelines will define additional requirements for telecommuting.

5.3 Health and Safety

5.3.1 It is the Company's responsibility to provide a safe work environment and to operate its system safely. The parties mutually agree to promote safe work practices, which include providing appropriate personnel and equipment to meet health and safety obligations. Changes to protective gear and related allowances provided by the Company will be mutually agreed to by the Union and the Company, unless otherwise required by applicable law.

5.3.2 All Employees are subject to the Company's Drug and Alcohol policies.

5.4 Emergency Operations

If adverse or emergency conditions exist, Employees may be given alternative work assignments and/or work locations.

ARTICLE 6 EMPLOYEE DISPLACEMENT

6.1 General

Employee displacement includes work redesign, redeployment, lack of work, bumping process, and layoff.

6.2 Work Redesign

Work redesign may occur within a department, a workgroup, a resource center, or company-wide resulting in Employee position status change or displacement from position. See the Work Redesign Process JAG for the process that addresses the impact on Employees as a result of work redesign.

6.3 Redeployment

6.3.1 Redeployment is a process utilized to retain a Regular Employee whose job has been eliminated due to work redesign, or may be used in a regional lack of work if mutually agreed upon by the Union and the Company. This process may also be used as a result of Failure to Qualify During Qualifying Period as defined in 4.5.2.1.

6.3.2 This process shall include preferential consideration for the displaced Regular Employee in the bidding and selection process for equivalent or lower grade positions for which the Employee meets bidding qualifications. As an alternative to bumping, the Company may assign such Employee to a position for which the Employee meets bidding qualifications. Refer to the

Redeployment Process and Failure to Qualify During Qualifying Period
JAGs.

6.4 Lack of Work

- 6.4.1 If the Company declares a regional lack of work in a location or workgroup, Regular Employees may be permanently assigned from one work location to another. Regular Employees involved in regional lack of work will have their pay guaranteed per 1.5. Once the Company has declared a regional lack of work, the impact and application of that determination shall be mutually agreed upon by the Union and the Company.
- 6.4.2 If the Company declares a Company-wide lack of work, the bumping process shall be applied per 6.5.
- 6.4.3 The Union and the Company agree that in the case of unforeseen events that could cause the need for a temporary reduction in the amount of work available either Company-wide, in a location, or workgroup, the Union and the Company will meet to determine the method by which they may meet the challenges of the unforeseen event(s). Prior to the Company initiating any forced reduction in available work hours, the Union and the Company will endeavor to use as many voluntary means they deem appropriate and which meet the joint interests of the parties. Situations covered under 6.4.3 are not considered a permanent event and will not be subject to other provisions of this agreement such as layoff or bumping rights.

6.5 Bumping

Bumping, as described in the Bumping Process JAG, may be available for use in the following circumstances:

- Redeployment resulting from work redesign (refer to the Redeployment Process JAG),
- Redeployment resulting from Failure to Qualify During Qualifying Period (refer to the Redeployment Process JAG), and
- Company-declared lack of work.

6.6 Layoff

- 6.6.1 The parties agree that a layoff will only occur when the Company determines a need to reduce its workforce. The Company may layoff any Employee who has not earned Employment Security as defined in 1.4.
- 6.6.2 Regular Employees shall be given ten (10) working days advance notice before a layoff expected to last longer than ten (10) working days.

ARTICLE 7
PERFORMANCE DEVELOPMENT AND MANAGEMENT

7.1 Performance Appraisal

Management is responsible for maintaining an appraisal system to measure a Regular Employee's level of performance and provide feedback. Performance qualifying standards will be established by Management with appropriate partnership involvement. Refer to the Involvement JAG. The results of the appraisal process will determine if performance requirements have been or continue to be satisfied for:

- Probationary period,
- Qualifying period,
- Incumbents – ongoing performance appraisal, at least annually, and
- Advancement to the Experienced pay rate for the position (see 10.1.2)

7.2 Performance Development Plan

A Performance Development Plan (PDP) shall be used for incumbent Regular Employees who have been assessed as “not meeting” performance qualifying standards. However, Performance Development Plans are not to be used for Term Employees, Probationary Regular Employees, and Regular Employees in their qualifying period, or situations warranting immediate use of the progressive discipline process. Refer to the Performance Development Plan JAG.

7.3 Statement of Expectations

- 7.3.1 A Statement of Expectations is a non-disciplinary coaching tool a Manager or Supervisor may use to outline and help an Employee understand the Manager's or Supervisor's expectations of the Employee.
- 7.3.2 At times a Manager or Supervisor may choose to provide an Employee with a Statement of Expectations to further communicate or document expectations. A Statement of Expectations may be open-ended or end-dated and is retained in the Employee's personnel file.

ARTICLE 8

ATTENDANCE

- 8.1** The Union and the Company agree that Employees' regular and reliable attendance is critical to the success of the Company. The Union and the Company further agree that late arrivals to work, early departures from work, and other unscheduled and unapproved absences are disruptive and should be avoided. Employees are expected to be at work each scheduled workday, on time and ready and able to work and all Employees are expected to have regular, reliable and punctual attendance. Appropriate use of PTO, disability benefits (Short-Term Disability, Long-Term Disability and Workers' Compensation), and protected forms of leave as defined by Company policy are essential to Employee well-being, a healthy work environment, and a committed workforce, which are integral factors in Company performance.
- 8.2** The details of the Company's attendance requirements for Employees are stated in the Company's Attendance policy and in the Attendance JAG.

ARTICLE 9

ISSUE RESOLUTION

9.1 Introduction

The Issue Resolution Process is the agreed to method to address questions, conflicts and disputes of a non-disciplinary nature. (Disciplinary actions including involuntary terminations are addressed through the Grievance Process.) The Issue Resolution Process is not intended to be a substitute for direct dialogue between Employee and Supervisor. The objective of the Issue Resolution Process is to promote open and continuous communication to determine what's right, not who's right, regarding concerns in the workplace. This process is established on the premise of trust, respect and the mutual goal of resolving issues at the earliest opportunity and appropriate level.

9.2 Issue Resolution Process

- 9.2.1 The Employee and the Supervisor should first meet informally to resolve the Issue(s). In the event there is no resolution and the Steward was not present, the Employee and Supervisor should inform the Steward of the Issue(s) discussed and any recommendation(s) regarding resolution(s) to the Issue(s) and attempt to further resolve the Issue(s) informally.
- 9.2.2 Issues that cannot be resolved informally can be filed by the Employee or a Steward on behalf of an Employee and should be processed as outlined below unless approved or directed otherwise by the JAC Co-Chairs. Issues may necessitate meeting more than once at any particular step and/or obtaining information from additional sources, however, each step will be addressed in an expedient manner.

- 9.2.3 Issues that impact more than a single department enter this process at Step 2.
- 9.2.4 Resolutions that are changes to work rules/conditions, or other items that may impact other workgroups or employees shall be submitted to the JAC Co-Chairs for review and approval.
- 9.2.5 Issues not resolved at 9.2.1 shall follow the steps below.

Step 1: Participants: Employee, Steward and First Line Supervisor and other parties as necessary

Scope: Unresolved Issue after informal discussion. The Issue shall be formally documented on the appropriate form and submitted to the Employee's Supervisor.

Procedure: The Union Steward and/or Employee have ten (10) working days to file an Issue for the Employee(s) or the Union Steward on behalf of the Employee(s) from the event or knowledge of the event. The Supervisor and Steward shall meet within a reasonable period of time not to exceed thirty (30) calendar days. Resolved and unresolved outcomes of the Issue Resolution meeting will be documented. Copies will be sent to the Chief Steward and Manager for final approval. Copies of the approved resolutions will be submitted to Human Resources and the Union Office within ten (10) working days from the Step 1 approval. Unresolved Issues will enter the Step 2 process.

Unresolved issues will be documented with any recommendations and forwarded within ten (10) working days to the Manager by the Supervisor and to the Chief Steward by the Steward.

Step 2: Participants: Individuals involved in Step 1 plus Chief Steward(s) and Manager(s) responsible for department(s) (or representative) and other parties as necessary

Scope: Unresolved Issues with documentation from Step 1 or unresolved Issues referred back from Step 3. Issues may be introduced to Step 2 due to impact to multiple departments and/or workgroups.

Procedure: The Chief Steward and Manager shall meet within a reasonable period of time not to exceed thirty (30) calendar days. The Chief Steward and Manager should mentor Step 1 parties to identify underlying interests and pursue resolution of the Issue. The Chief Steward and Manager along with the participants from the previous Step will include any other appropriate stakeholders in the effort to resolve the issue.

Resolved outcomes of the Issue Resolution meeting will be documented. Copies will be sent to the Union Office by the Chief Steward and to Human Resources by the Manager within ten (10) working days from the Step 2 meeting. JAC Co-Chairs will review and approve resolutions that are changes to work rules/conditions, or other items that may impact other workgroups or employees.

Unresolved Issues will be documented with any recommendations and forwarded within ten (10) working days by the Chief Steward and Manager to their respective JAC Co-Chair for review and recommended action prior to entering the Step 3 process.

Step 3: Participants: Appropriate members of the Joint Accord Committee or other parties as necessary

Scope: Unresolved Issues from Step 2 as determined by the JAC Co-Chairs and other items referred from the JAC Co-Chairs or by the Company's Executives responsible for labor relations and the Executive Secretary-Treasurer of OPEIU Local 11.

Procedure: JAC Co-Chairs review documentation and determine appropriate action within a reasonable time not to exceed thirty (30) calendar days from receipt of the Issue form or referral. Referrals must be documented on the Issue form. Such form or referral shall indicate the reason the Issue was not resolved at the previous Step or the reason for the referral.

Appropriate action may include, but is not limited to:

- Resolution of the Issue,
- Referral back to Step 2 of the Issue Resolution Process,
- Referral to a committee for recommendations (Interpretations, Communications, Compensation, Training, and/or Ad Hoc Committee),
- Referral to JAC, and
- Referral to JAC Leadership Team (LT) for resolution. (The JAC Leadership Team is defined as the JAC Co-Chairs and the Company's Executives for labor relations and the Executive Secretary-Treasurer of OPEIU Local 11.)

- 9.2.6 If the Issue is advanced to and retained by the LT, the LT will review the Issue and make such determination they deem necessary to resolve the Issue. In cases only where the Issue is a claimed violation of the Accord and remains unresolved at the LT, either party may direct the Issue to Level 3 of the Grievance Process. The Issue is then closed. Issues directed to the Grievance Process will be resolved in that process and end there. The LT will provide notification of the referral to the Grievance Process to all parties involved within ten (10) working days.

- 9.2.7 All Step 3 documented resolutions must be approved by the Company's Executives responsible for labor relations and the Executive Secretary-Treasurer of OPEIU Local 11. Resolutions reached at this step will be final and binding on both parties and documentation forwarded to the filing parties within ten (10) working days of the decision.
- 9.2.8 All timelines above may be extended by mutual agreement of the Union and the Company. If extended, notification will generally be provided to all parties along with status and anticipated action within three (3) working days of the decision to extend or as soon as possible thereafter.
- 9.2.9 Nothing in this language precludes a party from withdrawing an Issue at any time with notification to the Union Office and Human Resources.

ARTICLE 10

WAGES

10.1 Pay Rates

Each job will be placed in a pay grade. Each pay grade will have at least two pay steps.

10.1.1 Entry Rate

This rate of pay is one step below the Experienced Rate.

An Employee entering a position which has only two pay steps shall receive the Entry Rate when:

- Entering a new position in a higher pay grade,
- Entering a new position in the same grade when an Employee is currently receiving the entry pay rate,
- Entering the same or lower position and an Employee has never received the Experienced Rate for either position.

10.1.2 Experienced Rate

This is the top rate of pay an Employee will receive for that grade.

10.1.2.1 Before receiving the Experienced Rate an Employee must successfully complete all of the following:

- Any applicable In Training programs.

- Receive the Entry Rate for the new position for a period not less than 260 working days (credit towards the 260 working days will be given for any previous days worked in the same or higher grade at the Entry Rate).
- The qualifying period for the position.
- Receive satisfactory performance evaluation(s).

10.1.2.2 Employees who have previously held the same or higher grade and who received the Experienced Rate for the same or higher grade shall also be paid the Experienced Rate.

10.1.3 Additional Pay Steps

Under certain circumstances, positions may have additional pay steps. These positions must be mutually agreed to and have formal In Training programs. Refer to the Positions with Additional Pay Steps JAG.

An Employee entering a position with these additional pay steps will receive the appropriate rate of pay in accordance with the Positions with Additional Pay Steps JAG. The starting rate shall not be less than eighty percent (80%) of the Experienced Rate.

10.2 Scheduled Annual Increases

Increases to wages are incorporated into the 2014 Wage Scale at the end of this Accord. These negotiated rates were achieved utilizing the guiding principle of alignment with market practices. This principle was applied to the agreed to comparable companies, surveys and job matches to develop the 2014 Wage Scale.

10.2.1 Effective June 1, 2014

An Employee's rate of pay shall be adjusted depending upon the Employee's current rate of pay as follows:

- 10.2.1.1 All Employees shall receive the rate of pay contained in the Wage Scale, except:
- Employees whose current rate of pay is equal to or less than one percent (1%) below that listed in the Wage Scale shall on June 1, 2014, receive a one percent (1%) wage increase.
 - Employees whose current rate of pay is greater than that listed in the Wage Scale shall receive a wage increase of one percent (1%).

- Employees in positions covered by pay guarantees in 1.5 are covered in 10.6 below.

10.2.1.2 Wage Scales for subsequent years shall be published and distributed in November of each year.

10.2.2 Effective December 1, 2015

10.2.2.1 For Employees whose current rate of pay is equal to that contained in the Wage Scale, the minimum Scheduled Annual Increase is specified in the table below.

Scheduled Annual Increases	
Effective Date	Percentage Increase
December 1, 2015	3%
December 1, 2016	3%
December 1, 2017	3%
December 1, 2018	3%

10.2.2.2 In the event the Consumer Price Index for Urban Wage Earners and Clerical Workers-US City Average (CPI-W) for the previous year is equal to or greater than four percent (4%), the percentage of the Scheduled Annual Increase will be adjusted in accordance with the Cost of Living Allowance Adjuster (COLA Adjuster) in 10.3.

10.2.2.3 Employees whose current rate of pay remains above the Wage Scale prior to the Scheduled Annual Increase shall receive increases when the:

- Wage rate remains more than three percent (3%) above that contained in the Wage Scale prior to the Scheduled Annual Increase. The Employee shall receive a one percent (1%) increase in the Employee's current wage rate plus a lump sum* equivalent to the difference between the one percent (1%) wage increase and the Scheduled Annual Increase plus COLA Adjuster, if any.
- Wage rate remains less than three percent (3%) above that contained in the Wage Scale prior to the Scheduled Annual Increase. The Employee shall receive that percentage amount of the Scheduled Annual Increase necessary added to the Employee's current wage rate to achieve the rate of pay equal to that amount specified in the Wage Scale. The difference between the percentage amount received and the Scheduled Annual Increase plus COLA Adjuster, if any, shall be in a lump sum* amount.
- Employees with pay guarantees in 1.5 are covered in 10.6.

*Lump sums owed under these provisions shall be calculated based on the Employee's regular and overtime earnings for pay periods ending in the preceding twelve (12) month period between December 1 and the following November 30, and shall be paid on the Employee's first pay check in December of each year.

10.3 Cost of Living Allowance (COLA Adjuster)

10.3.1 Adjustments to the Scheduled Annual Increase shall only occur when the CPI-W for the twelve (12) month period ending June of the current year, is equal to or greater than four percent (4%) for that year. In such cases, the Scheduled Annual Increase for that year shall be adjusted upward by eighty-five percent (85%) of that amount of the CPI-W that is in excess of the Scheduled Annual Increase. In no case shall the COLA Adjuster plus the Scheduled Annual Increase exceed six percent (6%). There shall be no downward adjustment.

Example One:

If the CPI-W for the twelve (12) month period ending in June 2015 is four percent (4%), eighty-five percent (85%) of the CPI-W in excess of the three percent (3%) Scheduled Annual Increase will be added to the Scheduled Annual Increase for a total wage increase of three point eight-five percent (3.85%). (3% Scheduled Annual Increase + [.85 of 1% = .85%] = 3.85%).

Example Two:

If the CPI-W for the twelve (12) month period ending June 2015 is two percent (2%), the Scheduled Annual Increase will be three percent (3%). There will be no downward adjustment.

10.3.2 In November of each year, the Company shall publish and distribute a new Wage Scale based upon the Scheduled Annual Increase plus COLA Adjuster, if any.

10.4 Market Evaluation

10.4.1 The Company shall conduct a market evaluation of wages during the term of this Accord using the same comparable companies, surveys and job matches, and methodology used in the negotiations for the current Accord. The evaluation shall occur as near to the midpoint of the Accord as is practicable. Only those positions outside of a (+/-) five percent (5%) range will be adjusted as appropriate.

- 10.4.2 Job matches that have changed, between the beginning of the Accord and the market evaluation, will be substituted for the job matches used during negotiations.

10.5 Job Compensation Evaluations

The JAC Compensation Committee composed of Union and Company representatives, will evaluate pay grades as described in the Job Description JAG.

10.6 Honored Pay Rate Employees

- 10.6.1 Effective June 1, 2014, Honored Pay Rate Employees whose current rate of pay is in excess of the rate contained in the Wage Scale shall receive a lump sum amount in 2014, equal to one percent (1%), payable on the first pay period following June 1, 2014. Calculation will be based on the Employee's regular and overtime earnings for pay periods ending in the preceding twelve (12) month period between June 1, 2013, and May 31, 2014.
- 10.6.2 Effective 2015 and for the term of the Accord, Honored Pay Rate Employees shall receive a lump sum equal to the Scheduled Annual Increase and COLA Adjuster, if any. This lump sum payment shall continue until the difference between their current rates of pay prior to the Scheduled Annual Increase is less than three percent (3%) more than the rate of the Wage Scale. At that time, they will receive that percentage amount necessary for their current wage to equal that in the Wage Scale with the difference between that amount and the Scheduled Annual Increase plus COLA Adjuster, if any, in a lump sum*.

*Lump sums owed under these provisions shall be calculated based on the Employee's regular and overtime earnings for pay periods ending in the preceding twelve (12) month period between December 1 and the following November 30 and shall be paid on the Employee's first pay check in December of each year.

- 10.6.3 In the event an Honored Pay Rate Employee bids into a position with a Wage Scale rate lower than the pay rate for the position the Employee was placed or preferentially bid into that resulted in the pay guarantee, the Employee's pay shall be decreased to the rate contained in the Wage Scale for the position into which the Employee bid.

10.7 Key Goals

- 10.7.1 Key Goals for 2014 and 2015 will be determined by the Company and focused on sharing profits above the budgeted earning per share target for the year.
- 10.7.2 Beginning in 2016, the Key Goals opportunity between zero (0) and three percent (3%) will be based upon Key Goals measures as determined by the

Key Goals Committee. Any opportunity for awards above three percent (3%) will be determined by profits above the budgeted earnings per share target for the year as determined by the Company. The Key Goals Committee will be composed of Company selected representatives and representatives selected by the Union.

- 10.7.3 The maximum annual Key Goals award will be no greater than seven percent (7%) of eligible earnings and is only attainable if the Company has an exceptional year. The Key Goals Program contains definitions of eligible earnings and Employee eligibility.

10.8 Premium Pay Rates

10.8.1 Saturday/Sunday Pay

Hours worked on Saturday and/or Sunday as part of the Employee's regularly scheduled workweek shall be compensated an additional \$2.25 per hour.

10.8.2 Alternate Shift Work Pay

Hours worked on Swing and/or Graveyard shift as part of the Employee's regularly scheduled workweek shall be compensated an additional \$0.75 per hour.

Effective January 1, 2016, the rate per hour in 10.8.2 will be increased to \$1.00.

10.8.3 HAZWOPER Work Pay

Employees trained to perform duties identified by the Company as HAZWOPER (Hazardous Waste Operations and Emergency Response) will receive an additional \$2.00 per hour when performing such duties.

10.8.4 Bilingual Pay

All hours worked by an Employee who is qualified for and participating in an approved Bilingual Program shall be compensated an additional \$0.75 per hour.

Effective January 1, 2016, the rate per hour in 10.8.4 shall be increased to \$1.00.

10.8.5 High Angle Work Pay

Employees identified, trained and certified in high angle work and rescue skills shall be paid an additional \$2.00 per hour when performing such duties.

When an Employee is eligible and earning premium pay under any of the categories listed in 10.8, that premium pay will be included when calculating the Employee's overtime rate.

ARTICLE 11
PAID TIME OFF (PTO)

11.1 General

- 11.1.1 Paid Time Off (PTO) benefits are available to Employees and may be used for vacation, illness, accident, family illness, medical appointments, or other personal business. PTO shall accrue according to Length of Service with the Company as defined in 11.3.
- 11.1.2 Employees will be required to take a minimum number of PTO hours annually (Annual Minimum Usage) as described in 11.2.2, but will otherwise be able to carry over accrued but unused PTO up to a total of 480 PTO hours. See the PTO JAG.
- 11.1.3 The JAC Co-Chairs may approve payout of Annual Minimum Usage time not taken that otherwise would be forfeited due to the inability to schedule the minimum because of a disability or protected leave. In all other cases, for Employees who do not take the full Annual Minimum Usage of PTO, the PTO will be forfeited.

11.2 Accrual

- 11.2.1 Regular Employees begin to accrue PTO benefits from the first day of regular employment. PTO benefits are credited to the Employee's account at the end of each pay period.
- 11.2.2 The rate of PTO accrual is based on a Regular Employee's Length of Service as follows:

Length of Service	Annual PTO Accrual	Annual Accrual In Hours	Annual Minimum PTO Usage* (*See the PTO JAG)
0 to less than 1 year	16 days	128 Hours	0
1 to less than 5 years	16 days	128 Hours	40 Hours
5 to less than 13 years	21 days	168 Hours	80 Hours
13 to less than 22 years	26 days	208 Hours	120 Hours
22 years and more	31 days	248 Hours	160 Hours

- 11.2.3 During the year in which an increase in annual PTO accrual occurs, the change will take place during the pay period of the Regular Employee's anniversary date and will be prorated for the calendar year.
- 11.2.4 Term Employees accrue PTO only as provided for in their Term Employment Agreement and the Term Employee JAG.

- 11.2.5 Employees who qualify for Short-Term Disability (STD), Workers' Compensation (WC) or protected leave as defined in Company policy will continue to accrue PTO during their first six (6) months of absence.
- 11.2.6 Employees do not accrue PTO while on Long-Term Disability (LTD) or after six (6) months on WC or protected leave as defined in Company policy, unless otherwise required by applicable law.
- 11.2.7 PTO will not accrue during a voluntary unpaid leave of absence of any duration (See 11.7).
- 11.2.8 Employees may borrow PTO in advance up to their current year annual accrual. An Employee who terminates employment with a negative PTO balance will be required to reimburse the Company for the PTO advanced to the Employee. Employees agree and understand that this reimbursement will be deducted from the Employee's final paycheck and that such deduction is specifically authorized as a term of this Joint Accord.
- 11.2.9 PTO accrual for Part-Time Regular Employees will be prorated based on the actual hours worked as compared to a full-time year of 2,080 hours.

11.3 Length of Service

- 11.3.1 Length of Service for purposes of determining PTO accrual shall be defined to include:
- The time during which the Regular Employee was an Employee and received income (pay) or income replacement (e.g., STD, LTD, WC), regardless of whether that previous service was as a Regular or Term Employee; and
 - An approved period of absence without pay that is less than sixty (60) consecutive calendar days. In such a circumstance, the Regular Employee will retain his or her original hire date for the calculation of the Length of Service.
- 11.3.2 Length of Service does not include periods of absence without pay of sixty (60) or more consecutive calendar days, unless otherwise required by applicable law.
- 11.3.3 Regular Employees who have a break in service may be eligible for an adjusted PTO abridgement date for PTO accrual if their prior eligible Length of Service is greater than the time they were not an Employee of the Company. If so eligible for abridgement date, the duration of the break in service will not be credited toward Length of Service. The determination of this adjustment will be done at the time of rehire.

- 11.3.4 Section 11.3 addresses Length of Service for purposes of determining PTO accrual. Length of Service may be defined differently in other benefits plans, including, for example, the Retirement Plan for Bargaining Unit Employees. In such cases, the terms of the individual plan(s) control.

11.4 Buy Back Provision

Employees may request a buy back of their annual PTO accrual which exceeds the minimum usage requirement. Requests for buy back will be permitted so long as the PTO balance is not reduced below thirty-two (32) hours. The thirty-two (32) hour buy back restriction does not apply to the scheduling of PTO (i.e., PTO can be scheduled to a zero [0] balance, but not sold below the thirty-two [32] hour balance). Requests must be submitted prior to December 1st of each year. Buy back will be at 100% of the Employee's current rate of pay.

11.5 Rate of Pay

The rate of pay for PTO shall be computed at the Employee's wage rate for the Employee's current awarded position. If rate retained, this higher rate applies. In addition, the rate of pay shall include the appropriate Alternate Shift Work Pay and other premium pay if the Employee works (is scheduled to work) shift work and/or receives premium pay every working day.

11.6 Scheduling of PTO

- 11.6.1 Except for emergencies, bereavement and PTO for unanticipated illness as described in 14.1, requests for PTO for full or partial day absences must be made forty-eight (48) hours in advance and require prior Supervisor approval. The minimum increment of time that may be used for PTO is fifteen (15) minutes.
- 11.6.2 Employees will schedule PTO on a Company Seniority basis according to workgroup, department or resource center Guidelines. Refer to the PTO JAG.

11.7 Voluntary Leave of Absence Without Pay

A voluntary unpaid leave of absence is a leave of absence without pay that does not fall within any category of protected leave as defined in Company policy. Employees are eligible for a voluntary unpaid leave of absence only as provided for in Company policy. Annual PTO accrual must be exhausted before an Employee may take a voluntary unpaid leave of absence and PTO will not accrue during a voluntary unpaid leave of absence of any duration. Under certain business conditions the Executive Officer responsible for Human Resources may waive the requirement to use the annual PTO accrual prior to allowing voluntary leave without pay.

11.8 PTO Counts as Time Worked

Any PTO used by an Employee shall be treated as if it were time worked for the purpose of computing overtime.

ARTICLE 12 PAID BEREAVEMENT LEAVE

12.1 General

- 12.1.1 Regular Employees who have completed the probationary period of employment with the Company are eligible for Paid Bereavement Leave in the event of the death of a covered family member. Eligible employees may take up to a maximum of three (3) workdays of Paid Bereavement Leave for each death of a covered family member to grieve and attend to matters related to the loss. A covered family member is defined in the Company's Bereavement Leave policy.
- 12.1.2 Employees must notify the Company as soon as practical when taking Paid Bereavement Leave or any extension of bereavement leave covered by PTO in accordance with departmental absence reporting practices. Employees may be required to provide documentation.

12.2 Rate of Pay

The rate of pay for Paid Bereavement Leave shall be computed in the same manner as PTO as described in 11.5.

ARTICLE 13 HOLIDAYS

13.1 Holidays Defined

13.1.1 Paid Holidays

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Three (3) Floating Days per calendar year
- One (1) Additional Designated Holiday

13.1.2 Paid Holidays Falling on a Saturday and/or Sunday

Any Holiday which falls on a Sunday shall be observed on the following Monday; any Holiday which falls on a Saturday shall either be observed on another day or be paid at the Employee's regular straight-time pay as determined by the Manager (Observed Holiday). However, for Employees with regular schedules that include scheduled workdays of Saturday and/or Sunday, the Holiday shall be recognized on the actual date of the Holiday and not on the Observed Holiday.

13.2 Holiday Pay

- 13.2.1 Full-Time Regular Employees shall receive Holiday pay based upon an eight (8) hour day regardless of assigned shift (e.g., ten [10] or twelve [12] hours).
- 13.2.2 Part-Time Regular Employees receive Holiday pay based on the actual hours compensated in the two (2) full pay periods prior to the pay period in which the Holiday occurs as compared to a normal two (2) full pay periods of 160 hours.

13.3 Floating Days

- 13.3.1 Floating Days are additional paid days off which are not defined Holidays and during which the Company will remain open. Employees are eligible for three (3) Floating Days per calendar year. Floating Days must be used within the calendar year or they are forfeited. Floating Days will be made available by Management to the limit required by the department to assure appropriate business staffing. Employees must schedule their Floating Days within these limits with the mutual agreement of their Supervisor.

Examples of Floating Days typically requested by Employees include:

- Martin Luther King's Birthday
- Presidents' Day
- Veterans' Day
- Employee's Birthday

- 13.3.2 Employees in their first year of employment will be eligible for Floating Days during that calendar year as follows:

Hire Date	Floating Days Qualified For
January 1 through April 30	Three (3) 8-hour days
May 1 through September 30	Two (2) 8-hour days
October 1 through November 30	One (1) 8-hour day
December 1 through December 31	0 days

13.3.3 Scheduled Floating Days qualify as a Holiday for pay. Part-Time Regular Employees receive pay for Floating Days per 13.2.2.

13.4 Additional Designated Holiday

13.4.1 Employees will be given one Additional Designated Holiday to be used on the workday before or after Christmas or New Year's Day. The day or days available for scheduling the Additional Designated Holiday will be based upon staffing requirements as determined by the department Manager, which may vary by Employee if the department is not closed.

13.4.2 Scheduled Additional Designated Holidays qualify as a Holiday for pay.

13.5 Holiday Allowance for Work on a Holiday

13.5.1 Employees who work during a Holiday, Additional Designated Holiday, or on a previously scheduled Floating Day shall be paid at two (2) times the Employee's regular rate and the rate of pay shall include the shift differential and other applicable premium pay if the Employee works or is scheduled to work an alternate shift and/or receives premium pay every working day. In addition, the Employee will receive a Holiday allowance of eight (8) hours pay or may select a day off mutually agreed to by the Supervisor and the Employee.

13.5.2 Employees whose scheduled workday is on the actual date of the Holiday (not the Observed Holiday) shall be paid at two (2) times the Employee's regular rate and be granted either the eight (8) hours pay or an alternate day off, and will receive regular pay for working a scheduled workday on the Observed Holiday.

13.6 Holiday Pay if Absent

13.6.1 Employees who are absent are eligible for Holiday pay when on:

- Approved PTO or absences the days before or after a Holiday;
- Paid status for a continuous absence for a period of not more than six (6) months and when the pay is in some form directly from the Company;
- Unpaid status in conjunction with a protected leave; or
- Short-Term Disability (STD). The Employee receives Holiday pay to supplement the portion of the Employee's earnings not paid through STD, calculated at the Employee's regular straight-time rate not to exceed a total of 100% of the Employee's regular pay.

13.6.2 Employees are not eligible for paid Holiday(s) when the Employee is:

- Absent the day before or the day after the scheduled Holiday(s) and the absence is unapproved;*
- On Workers' Compensation (Industrial Disability) paid leave. The Employee will continue to receive time loss payments from the Workers' Compensation carrier;
- Absent for six months or more;
- On a voluntary unpaid leave of absence of any duration;
- On a period of absence for which the Employee is already receiving full pay from the Company; or,
- On Long-Term Disability (LTD). The Employee receives LTD pay through the LTD provider and is not eligible for Holiday pay.

*When an Employee has an unapproved absence due to treatment at an urgent care facility, emergency room, or admission to a hospital and the Employee provides documentation of such treatment, the Employee shall be eligible for Holiday pay.

13.7 Holiday Counts as Time Worked

Paid Holidays shall be counted as time worked for the purposes of computing overtime if the Holiday falls on an Employee's scheduled workday. If the Holiday falls on an Employee's scheduled day off, it shall be treated the same as a Saturday; i.e., it shall either be observed on another day or be paid at the Employee's regular straight-time pay as determined by the Manager.

ARTICLE 14 DISABILITY

14.1 Non-Industrial Disability

14.1.1 Short-Term Disability (Non-Industrial)

- 14.1.1.1 Short-Term Disability (STD) benefits are available to eligible Regular Employees. Regular Employees are to use PTO to cover each absence for the same non-industrial illness or injury lasting up to four (4) consecutive or non-consecutive workdays in a consecutive fourteen (14) calendar day period.
- 14.1.1.2 Qualified absences for eligible Full-Time Regular Employees that exceed four (4) consecutive or non-consecutive workdays in a

consecutive fourteen (14) calendar day period for the same non-industrial illness or injury are covered under STD subject to the provisions and eligibility requirements of the NW Natural Short Term Disability Income Protection Plan (STD Plan). For Part-Time Regular Employees the elimination period will be prorated based on the actual hours compensated in the two (2) full pay periods prior to the pay period in which the initial absence occurs as compared to a normal two (2) full pay periods of 160 hours.

- 14.1.1.3 STD income replacement is based on a Regular Employee's Length of Service, as defined in 11.3, as follows:

Length of Service	Percentage of Income Replacement
0 to less than 10 years	70%
10 to less than 15 years	80%
15 years and more	85%
Date of hire 1994 and earlier (honored)	100%

- 14.1.1.4 STD benefits are provided to eligible Regular Employees for as long as they have an accepted disability claim as determined by the disability carrier. However, the maximum period for a STD claim is 180 consecutive calendar days. All STD requests require documentation from a qualified healthcare provider supporting the illness/injury. A period of short-term disability may require a qualified healthcare provider's release to return to work when directed by the third party STD Plan Administrator.
- 14.1.1.5 Regular Employees may elect to supplement their STD income replacement up to 100% of their regular rate of pay by drawing on their PTO account.
- 14.1.1.6 For more details regarding STD, including eligibility requirements, refer to the STD Plan summary plan description or contact Human Resources.

14.1.2 Long-Term Disability (Non-Industrial)

- 14.1.2.1 Long-Term Disability (LTD) benefits are available to eligible Regular Employees. A qualified disability for eligible Regular Employees that extends beyond 180 calendar days will be covered under LTD subject to the provisions and eligibility requirements of the Group Long Term Disability Insurance Program - BU (LTD Plan). The LTD Plan provides income continuation at sixty percent (60%) of the Regular Employee's pay for as long as disabled, until the Regular Employee reaches the Maximum Duration of Benefits as outlined in the LTD Plan. Each

period of Long-Term Disability requires a qualified healthcare provider's release to return to work as coordinated through the third party LTD Plan Administrator. For more details regarding LTD, including eligibility requirements, refer to the LTD Plan or contact Human Resources.

14.1.2.2 A Regular Employee's employment will end on the anniversary date of the first day of absence, as defined in Consecutive Disability Period (14.5). LTD benefits may continue as described above and per the terms of the LTD Plan. Nothing in Article 14 is intended to indicate a guarantee of employment; employment may be ended for other reasons during the year, subject to other provisions of this Joint Accord.

14.1.2.3 A Regular Employee whose employment has ended as described in 14.1.2.2 will retain the right to apply for an open and available position as an internal bidder for a time period equal to two (2) years or one (1) month per full year completed from date of hire, whichever is greater, from the date of first absence related to the disability. The Employee's Company, Job and/or Line of Progression seniority accumulated as of the last day of employment will be used for bids and awards per the Line of Progression and Job Seniority Calculations JAG.

14.2 Workers' Compensation (Industrial Disability)

If an Employee is injured on the job, the Employee may be eligible for Workers' Compensation benefits, including industrial disability pay. If injured on the job, the Employee must contact his or her Supervisor immediately to report the injury and complete any required form(s) in a timely manner. In no case shall an Employee receive non-industrial disability pay and industrial disability pay for the same period(s) of time. If for any reason an Employee's Workers' Compensation claim is denied, the Employee may apply for coverage of the disability using the non-industrial disability programs outlined in 14.1.1 and 14.1.2.

14.3 Workers' Compensation (Industrial Disability) Supplemental Pay Allowance

Industrial disability pay or "time loss" in connection with a Workers' Compensation claim generally begins following a waiting period (currently three [3] days). The Company will compensate the Employee during the waiting period with a supplemental allowance equal to the Employee's statutory rate of sixty-six point six seven percent (66.67%) of an Employee's regular straight-time pay on a tax-free basis.

14.4 Reemployment and Reinstatement Arising from Industrial Disability

14.4.1 If it is determined that a Regular Employee has ongoing restrictions which prevent him or her from returning to his or her current regular job, the Union and the Company will consider applicable ADA (Americans with Disability Act) reasonable accommodations and/or State workers' compensation

reemployment or reinstatement provisions to explore options for that Employee. The Regular Employee also continues to be eligible to bid on any available and suitable posted job openings for which he or she meets bidding qualifications.

- 14.4.2 If a Regular Employee exceeds one (1) year of Consecutive Disability Period (as defined in 14.5) related to the covered industrial disability, the Employee's employment will end. Workers' Compensation benefits may continue, subject to eligibility in accordance with applicable Workers' Compensation laws. The Regular Employee also retains the right to apply for any open and available position for which he or she meets bidding qualifications as an internal bidder for a time period equal to two (2) years from date of separation of employment. The Employee's Company, Job and/or Line of Progression seniority accumulated as of the last day of employment will be used for bids and awards per the Line of Progression and Job Seniority Calculations JAG.
- 14.4.3 A Regular Employee who is placed, awarded, or reemployed in a lower classification per 14.4 shall have his or her pay administered as an Honored Pay Rate Employee subject to provisions in 10.6.
- 14.4.4 A Regular Employee whose employment is ended per 14.4.2 will be eligible for a COBRA (Consolidated Omnibus Budget Reconciliation Act) subsidy equivalent to the amount and duration provided through the LTD Plan. This subsidy will be adjusted to match the LTD benefit as needed.

14.5 Consecutive Disability Period (Industrial and Non-Industrial)

- 14.5.1 The Consecutive Disability Period starts with the first day of absence for the covered disability and includes time off on STD and/or LTD and/or Workers Compensation. Any return to work for twenty-nine (29) calendar days or less does not restart or extend this Consecutive Disability Period.
- 14.5.2 The Consecutive Disability Period ends when an Employee returns to work, without restriction (with or without accommodation), for a period of thirty (30) or more consecutive calendar days in either the Employee's original position or a new regular position. Any subsequent absence related to the same initial disability would start a new Consecutive Disability Period.

14.6 Family and Medical Leave Act and Americans with Disabilities Act (ADA)

As detailed in 2.5, the parties strive to comply with all applicable laws, rules and regulations governing the workplace, including but not limited to the Family and Medical Leave Act (and applicable state law) and the Americans with Disabilities Act (and applicable state law). To the extent applicable laws include exceptions for parties in a collectively bargained relationship, 14.6 does not address or waive the application of such exceptions.

14.6.1 Family and Medical Leave Act (and Related State Laws)

Federal and State laws permit eligible Employees to take unpaid leave in certain circumstances. These laws include, for example, the federal Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), the Washington State Family Leave Act (WFLA), the Washington State Family Care Act (WFCA), and the Washington State Military Family Leave Act (WMFLA).

14.6.2 Americans with Disabilities Act (and Related State Laws)

Employees must be able to perform essential job functions with or without reasonable accommodation.

ARTICLE 15 HEALTHCARE

15.1 Employees

15.1.1 General

- 15.1.1.1 The Company shall pay into the Western States Health & Welfare Trust Funds of the OPEIU, hereinafter the Welfare Trust Fund, the costs necessary to establish and maintain coverage for medical, dental, vision, and life insurance benefits for eligible Employees through the Welfare Trust Fund, including that percentage specified in 15.1.1.4 and 15.1.1.5 as the responsibility of the Employee. The terms and conditions of coverage are set forth in the Welfare Trust Fund's plan documents and are not the subject of negotiation between the Union and the Company.
- 15.1.1.2 These Company payments will be made only for eligible Employees who are regularly scheduled to work twenty (20) or more hours per week. Term Employees are eligible only for the benefits identified in their Term Agreements and the Term Employee JAG.
- 15.1.1.3 For the term of the Accord the Company will share in the cost of benefits with employees as necessary to provide benefits under the Welfare Trust Fund, on the effective dates and in the amounts described below.
- 15.1.1.4 Effective June 1, 2014, the Company and eligible Employees shall be responsible for the same percentage of the premium cost in effect on May 31, 2014.

On May 31, 2014, the percentage share of the premium is eighty-three percent (83%) paid by the Company and seventeen percent (17%)* paid by the Employee.

*The Employee 2014 premium share is partially subsidized by Welfare Trust Funds in an amount equal to four percent (4%). Such subsidy was at the discretion of the Trustees of the Welfare Trust Fund and is scheduled to end on December 31, 2014.

- 15.1.1.5 Effective with the benefit year beginning January 1, 2015 and for the term of the Accord, eligible Employees shall be responsible for twenty percent (20%) of the cost of the premium. However, if an eligible Employee completes the annual health risk assessment and biometric screening prior to the open enrollment period for each year, the Employee will only be responsible for fifteen percent (15%) of the total premium. In both cases, the Company will be responsible for the remaining portion of the premium.
- 15.1.1.6 The premium share payments for the Company and Employees described above are based on composite rates provided by the Welfare Trust Fund and will apply regardless of the number of dependents that the Employee enrolls. If the Trustees of the Welfare Trust Fund make alternate rates available during the term of this Accord, the parties agree to negotiate the impact of any alternate rates.
- 15.1.1.7 The Company is authorized to deduct from each eligible Employee's wages the percentage amount described above as the Employee's cost of premium in such amount that is necessary to maintain coverage under the Welfare Trust Fund.

15.1.2 Spouses or Partners Both Working for NW Natural

- 15.1.2.1 Effective until December 31, 2014 only, if an eligible Employee is married to, or in a domestic partnership with, a current or former Company Employee who is eligible for Company-paid medical, dental, and vision benefits, only one member of the couple will be eligible for these Company-paid benefits.

In the case of two active Employees covered by this Joint Accord, the Company will pay contributions to the Welfare Trust Fund only on behalf of the Employee with the later birth date, and the spouse, or domestic partner, of that Employee will receive a cash payment of \$300 per month in lieu of Company payments to the Welfare Trust Fund.

In the case of an eligible Employee married to, or in a domestic partnership with, a Company Retiree eligible for Company-paid retiree

medical benefits, the Company will make payments to the Welfare Trust Fund on behalf of the eligible Employee, and the Company Retiree will receive a cash payment of \$200 per month in lieu of Company-paid retiree medical benefits.

- 15.1.2.2 Effective January 1, 2015, an Employee who is married to, or in a domestic partnership with, a current or former Company Employee who is eligible for Company payments to the Welfare Trust Fund will not be required to opt out of coverage, but may elect to opt out. In which case, the Employee will be covered under the voluntary provisions of 15.1.3.

15.1.3 Opt Out Due to Other Coverage

Employees eligible for Company payments to the Welfare Trust Fund may voluntarily opt out of Welfare Trust Fund medical, dental, and vision coverage, provided that they produce evidence of other such coverage. Employees who opt out of coverage will receive a cash payment of \$300 per month in lieu of Company payments to the Welfare Trust Fund. This monthly cash payment can be applied to other benefits offered by the Company (such as additional life insurance or additional LTD, subject to the terms of those benefits), deferred into the RKSP 401(k) Plan, taken as cash, and/or directed into the Flexible Spending Account.

15.1.4 Timing of Elections

In any case where an Employee can elect a cash payment in lieu of Company payments to the Welfare Trust Fund, the Employee's election must be made under, and in compliance with, a cafeteria plan under Section 125 of the Internal Revenue Code, as amended (Code). The provisions of 15.1 shall be interpreted and applied in a manner that complies with Section 125 of the Code.

15.2 Retirees

15.2.1 General

- 15.2.1.1 Except for Employees covered in 15.2.3, the Company shall pay into the Welfare Trust Fund a portion of the costs necessary to maintain medical coverage for Covered Retirees through the Welfare Trust Fund. The terms and conditions of coverage are set forth in the Welfare Trust Fund's plan documents and are not the subject of negotiation between the Union and the Company.
- 15.2.1.2 A Covered Retiree is a former Employee who (i) is eligible for and elects to retire at or after age sixty (60) with a total of fifteen (15) years of service, under the Retirement Plan and (ii) enrolls in retiree coverage through the Welfare Trust Fund. A Covered Retiree may enroll his or her eligible dependents (as defined by the Welfare Trust Fund). Retiree medical coverage through the Welfare Trust Fund ends

when the Covered Retiree becomes Medicare eligible, currently age sixty-five (65). The Company's obligations under this Joint Accord to make payments to the Welfare Trust Fund for retiree medical coverage end on November 30, 2019.

- 15.2.1.3 Effective January 1, 2016, a Covered Retiree is a former Employee who (i) is eligible for and elects to retire at or after age sixty (60) with a total of fifteen (15) years of service, or at or after age fifty-eight (58) with a total of twenty (20) years of service, under the Retirement Plan and (ii) enrolls in retiree coverage through the Welfare Trust Fund. A Covered Retiree may enroll his or her eligible dependents (as defined by the Welfare Trust Fund). Retiree medical coverage through the Welfare Trust Fund ends when the Covered Retiree becomes Medicare eligible, currently age sixty-five (65). The Company's obligations under this Joint Accord to make payments to the Welfare Trust Fund for retiree medical coverage end on November 30, 2019.
- 15.2.1.4 There will be no change in the premium rates paid by the Company and the Covered Retiree from June 1, 2014, through December 31, 2014.
- 15.2.1.5 Effective January 1, 2015, and for the term of this Accord, the premium necessary to maintain benefits for each Covered Retiree under the Welfare Trust Fund shall be paid by the Company and Covered Retiree, as of the effective date of this Accord (seventy-five percent [75%] Company/twenty-five percent [25%] Covered Retiree).
- 15.2.1.6 The premium share payments for the Company and Covered Retirees are based on composite rates and will apply regardless of the number of dependents (if any) that the Covered Retiree enrolls. If the Trustees of the Welfare Trust Fund make alternate rates available during the term of this Accord, the parties agree to negotiate the impact of any alternate rates.

15.2.2 Retirees with Spouses or Partners Eligible for Company-Paid Benefits

- 15.2.2.1 Effective until December 31, 2014, only, if a Company Retiree is eligible for retiree medical coverage under 15.2 and is married to, or in a domestic partnership with, an active Company Employee or a Company Retiree who is eligible for coverage under the Welfare Trust Fund, only one member of the couple will receive Company-paid benefits. If the Retiree is married to, or in a domestic partnership with, an active Employee, the active Employee shall receive Company-paid medical benefits, and the Retiree will receive \$200 per month in lieu of retiree medical coverage. If the Retiree is married to, or in a domestic partnership with, another eligible Retiree, one of the Retirees shall elect to be the Covered Retiree, and the Company shall pay \$200 per

month to the other retiree in lieu of the Company contribution to the Welfare Trust Fund.

- 15.2.2.2 Effective January 1, 2015, a Company Retiree who is eligible for coverage under the Welfare and Trust Fund will not be required to opt out of coverage but may elect to opt out. In which case, the Company Retiree will be covered under the voluntary provisions of 15.1.3.

15.2.3 Exclusion of Certain Employees

Employees hired on or after January 1, 2010, are not eligible for retiree medical coverage under the Welfare Trust Fund or for Company payments to the Welfare Trust Fund. Employees who terminate employment with the Company and who are rehired on or after January 1, 2010, are not eligible for retiree medical coverage under the Welfare Trust Fund or for Company payments to the Welfare Trust Fund. This exclusion applies regardless of the length of the rehired Employee's break in Company employment and regardless of whether the rehired Employee previously would have been eligible for retiree medical benefits.

ARTICLE 16 OTHER BENEFITS

16.1 Meal Allowance

16.1.1 An Employee shall be provided a meal allowance for:

- Working three (3) or more hours beyond the normal shift duration (minimum eight [8] hour shift), except while on per diem;
- Each four (4) hours of continuous overtime beyond the original three (3) hours;
- Unplanned Shift Change without at least three (3) hours advance notice to provide for a meal, unless the Employee is already at the reporting location or in the process of commuting in an assigned Company vehicle; or,
- After four (4) consecutive hours of work on a Call-In.

16.1.2 Employees who work beyond the minimum overtime required to earn a meal allowance shall be paid for one-half ($\frac{1}{2}$) hour to eat the meal. The one-half ($\frac{1}{2}$) hour will be paid one (1) time per continuous work period whether the Employee breaks to eat the meal or works straight through to complete the work.

16.1.3 Effective June 1, 2014, the meal allowance is \$20.00. The meal allowance will be adjusted annually by the same percentage adjustment made to the per diem rate, if any. The dollar amount of meals will be recalculated annually by indexing it to the Government Services Administration's per diem rate for the State of Oregon as described in 16.2.2.

16.2 Per Diem

16.2.1 An Employee shall be provided per diem for each day the Employee is temporarily assigned job duties away from the regular work area which requires an overnight stay, including the first and last scheduled workdays. Such allowance shall include all personal expenses other than lodging and travel, and is provided to cover such items as meals, tips, personal phone calls, and local transportation. Meal allowances are not provided when receiving per diem.

16.2.2 Effective June 1, 2014, the per diem rate is \$56.00. The per diem rate will be adjusted annually by averaging the Government Services Administration's, State of Oregon rates as published on the web site (www.gsa.gov). This per diem rate will be adjusted not less than thirty (30) days after publication by averaging the Meals and Incidental rate column for the close of the government fiscal year, published approximately October of each year for the following twelve (12) month period.

16.3 Compensation for Travel

For guidance on compensation for travel, refer to the Compensation for Travel JAG.

16.4 Transportation

16.4.1 Basis of Allowance

Employees who use their personal vehicles for Company business shall be compensated at the rate authorized by the Company, taking into consideration the rate established by the Internal Revenue Service (IRS).

16.4.2 Parking

The Company has no obligation to provide Employee parking, but will make parking available to the extent possible.

16.5 Jury Duty

16.5.1 Employees will receive their regular straight-time rate of pay while serving on jury duty, provided the Employee has:

- Promptly notified a designated Company representative and presented a legally enforceable subpoena,

- Requested a transfer to a Monday through Friday Day Shift schedule, if applicable, and
- Called a designated Company representative on weekdays when excused from jury duty to determine whether to report to work.

16.5.2 Employees shall retain any compensation paid by the court while performing this civic function.

16.6 Recognition Programs

In recognition of employee flexibility and support of continuous operations, departments or workgroups may develop recognition programs utilizing the Guide for Partnership Decision Making JAG. Any new recognition programs are subject to approval of the JAC Leadership Team.

ARTICLE 17 RETIREMENT PLANS

17.1 Bargaining Unit Employees' Retirement Plan (Retirement Plan)

- 17.1.1 The Company shall continue to maintain the Retirement Plan. The Company will make contributions to the Retirement Plan in amounts determined by the Company in consultation with an enrolled actuary, that are sufficient on a sound actuarial basis to provide for the payment of benefits.
- 17.1.2 Regular Employees employed on or before December 31, 2009, are eligible to participate in the Retirement Plan to the extent provided for in the written terms and conditions of the Retirement Plan. Term Employees are eligible only for the benefits described in their Term Agreements and the Term Employee JAG. Term Employees are not eligible to participate in the Retirement Plan.
- 17.1.3 Regular Employees hired on or after January 1, 2010, are not eligible to participate in the Retirement Plan. Regular Employees who terminate employment with the Company and who are rehired on or after January 1, 2010, are not eligible to participate in, or to accrue any additional benefits under, the Retirement Plan. This exclusion applies regardless of the length of the rehired Employee's break in Company employment and regardless of whether the rehired Employee previously participated in the Retirement Plan.

17.2 Retirement K Savings Plan (RKSP 401(k) Plan)

17.2.1 General

- 17.2.1.1 Except as provided in this Joint Accord and the Joint Accord Guidelines, Employees shall be eligible to participate in the RKSP 401(k) Plan under the terms and conditions set forth in the RKSP 401(k) Plan document. For purposes of 17.2, Employees participating in the RKSP 401(k) Plan shall be referred to as "RKSP Participants." During the term of this Joint Accord, the Company will make a cash matching contribution each pay period on behalf of each RKSP Participant who has made elective deferrals to the RKSP 401(k) Plan during that pay period. For the period from the effective date of this Accord to the last pay period in 2015, the matching contribution shall continue to be equal to fifty percent (50%) of the RKSP Participant's elective deferrals (excluding catch-up contributions under Code Section 414(v)) for the pay period, but disregarding elective deferrals exceeding four percent (4%) of the RKSP Participant's compensation, as defined in the RKSP 401(k) Plan, for the pay period.
- 17.2.1.2 Effective January 1, 2016, and for the term of the Accord, beginning with the first pay period of 2016, the matching contribution shall be equal to fifty percent (50%) of the RKSP Participant's elective deferrals (excluding catch-up contributions under Code Section 414(v)) for the pay period, but disregarding elective deferrals exceeding six percent (6%) of the RKSP Participant's compensation, as defined in the RKSP 401(k) Plan, for the pay period.
- 17.2.1.3 Term Employees are eligible only for the benefits identified in their Term Agreements and the Term Employee JAG.

17.2.2 Enhanced RKSP 401(k) Plan Contribution for Employees Hired or Rehired On or After January 1, 2010

For Employees hired or rehired on or after January 1, 2010, who are eligible to participate in the RKSP 401(k) Plan, the Company will separately contribute four percent (4%) of the Employee's compensation for each plan year to the RKSP 401(k) Plan account (Enhanced RKSP 401(k) Plan Benefit). This Enhanced RKSP 401(k) Plan Benefit is available only to Employees hired or rehired on or after January 1, 2010, as they are not eligible to participate in the Retirement Plan.

ARTICLE 18

EMPLOYEE STOCK PURCHASE PLAN

Employees are eligible to participate in the Company's Employee Stock Purchase Plan ("ESPP") according to the terms and conditions set forth in the written ESPP document. The Company shall continue to have sole discretion to determine the terms and

conditions of the ESPP applicable to Employees, including contributions, benefits and administrative provisions. The Company retains the right to terminate the ESPP at any time and will notify the Union of such decision prior to its implementation. Term Employees are eligible only for the benefits identified in their Term Agreements and the Term Employee JAG.

ARTICLE 19

PROGRESSIVE DISCIPLINE

19.1 General

The Company reserves the right to discipline or terminate any Employee for just cause and to determine the appropriate level of discipline based on the facts and circumstances presented. The Employee has the right to Union representation in disciplinary matters. Notwithstanding the inclusion of just cause in 19.1, the Union and the Company agree to a reasonable person standard to determine what's right, not who's right, in matters of discipline. To ensure the reasonable person standard is adhered to, discipline defense based purely on just cause must be approved by the Executive Secretary-Treasurer of OPEIU Local 11 or his or her designee.

Any Probationary Employee can be terminated for any reason without intervention by the Union and without right of appeal to the Grievance and Mediation/Arbitration Process in Article 20.

19.2 Definitions

19.2.1 Documented Verbal Warning (DVW)

A disciplinary document a Manager or Supervisor may use that identifies in writing an Employee's performance problems or other conduct that requires correction.

19.2.2 Disciplinary Action Plan (DAP)

A written disciplinary document a Manager or Supervisor may use that states specific performance problems or conduct requiring correction and requires that the Employee fully correct the problem within a specified period of time.

19.3 Process

19.3.1 Progressive discipline shall normally include the following steps:

19.3.1.1 Documented Verbal Warning (DVW)

Supervisor is to keep the original in the Supervisory file. A copy will be given to the Employee by a Company representative.

19.3.1.2 Disciplinary Action Plan (DAP)

Copies of the DAP will be sent to Human Resources to be placed in the Employee's personnel file and given to the Employee, the Union Office and the appropriate Chief Steward. Typically a DAP will be in effect for up to 180 calendar days. Duration of DAPs longer than 180 calendar days must be signed by the Manager and the Chief Steward with copies to the JAC Co-Chairs.

Five (5) years after the satisfactory completion of a DAP, it will be considered moved from the Employee's personnel file to the Employee's "Employee history file," provided no additional DAPs have been issued to the Employee. This "Employee history file" will be retained in Human Resources and will be considered a part of the Employee's personnel record.

19.3.1.3 Repetition of the infraction or failure to complete an action plan within the time specified may lead to further discipline up to and including termination.

19.3.2 As stated in 19.1, any infraction may also warrant an immediate DAP or termination.

19.3.3 Bidding on positions, advancing in a Line of Progression, or Progression without Bidding may be affected as a condition of progressive discipline.

19.3.4 The Employee may file a written Grievance appealing disciplinary action per Article 20.

ARTICLE 20

GRIEVANCE AND MEDIATION/ARBITRATION PROCESS

20.1 Introduction

This Grievance Process is limited to matters of discipline. This Grievance Process is established on the premise of trust, respect and the mutual goal of resolving differences at the earliest opportunity and appropriate level. It is not intended to be a substitute for direct dialogue between Employee and Supervisor or to be used for events covered under the Issue Resolution Process in Article 9. Additionally, Grievances may be referred from Step 3 of the Issue Resolution Process to Level 3 of this Grievance Process at the direction of the JAC Leadership Team. (The JAC Leadership Team [LT] is defined as the JAC Co-Chairs and the Company's Executives for labor relations and the Executive Secretary-Treasurer of OPEIU Local 11.)

20.2 Grievance Process

- 20.2.1 Grievances are filed by the Union for the Employee(s) or on behalf of the Employee(s) and should be processed as outlined below unless approved or directed otherwise by the JAC Co-Chairs. Grievances related to an Employee's involuntary termination will bypass Levels 1 and 2 and enter this process at Level 3. Grievances may necessitate meeting more than once at any particular level or obtaining information from additional sources, however, each level will be addressed in an expedient manner.
- 20.2.2 The Steward and the Supervisor should first meet informally to understand and potentially resolve the unfiled Grievance.

Level 1: Participants: Employee, Steward and First Line Supervisor

Scope: Level 1 of the Grievance Process is only for matters of discipline and includes Grievances unresolved informally or referred back from Level 2.

Procedure: The Union Steward has ten (10) working days to file a formally documented Grievance for the Employee(s) or on behalf of the Employee(s) from the event or knowledge of the event and should be submitted to the Supervisor of the Employee(s). The Supervisor will schedule a meeting with the Steward to occur within five (5) working days of receiving the documented Grievance to potentially resolve the Grievance. Resolved and unresolved outcomes of the Grievance resolution meeting will be documented. Copies will be sent to the Union Office and the Chief Steward by the Steward and to Human Resources and the Manager by the Supervisor within ten (10) working days from the Level 1 meeting. Unresolved Grievances will enter the Level 2 process.

Level 2: Participants: Individuals involved in Level 1 plus Chief Steward and Manager(s) responsible for department (or representative)

Scope: Unresolved Grievances with documentation from Level 1 or unresolved Grievances referred back from Level 3.

Procedure: Within ten (10) working days of receipt of the unresolved Grievance Form, the Manager will arrange a meeting with the Chief Steward; this meeting is to occur at a mutually agreeable time. The Manager and Chief Steward should mentor Level 1 parties to identify underlying interests and pursue resolution of the Grievance.

Resolved outcomes of the Grievance resolution meeting will be documented. Copies will be sent to the Union Office by the Chief Steward and to Human Resources by the Manager within ten (10) working days from the Level 2 meeting.

Unresolved Grievances, within ten (10) working days from the Level 2 meeting, will be documented with recommendations and forwarded by the Manager and Chief Steward to their respective JAC Co-Chairs for review and recommended action prior to entering the Level 3 process.

Level 3: Participants: Appropriate members of the Joint Accord Committee

Scope: Unresolved Grievances from Level 2 as determined by JAC Co-Chairs, terminations, and express violations of the Joint Accord as referred from the Issue Resolution Process, Step 3.

Procedure: JAC Co-Chairs review documentation and determine appropriate action within fifteen (15) working days of receipt of the Level 3 documentation.

Appropriate action may include, but is not limited to:

- Resolve the Grievance,
- Convene a Grievance panel,
- Refer back to Level 2 of the Grievance Process, and
- Refer to the JAC Leadership Team (LT) for resolution.

JAC Co-Chairs may determine that resolution of this Grievance is best served by referring it to Issue Resolution. When the Grievance is referred to Issue Resolution, it cannot return to any Level of the Grievance Procedure. Documentation will be forwarded. See 9.2.5 Step 3 for options available to the JAC Co-Chairs for resolution.

20.2.3 All Level 3 documented resolutions must be approved by the Company's Executives responsible for labor relations and the Executive Secretary-Treasurer of OPEIU Local 11, or their designees. Resolutions reached at this level will be final and binding on both parties and documentation will be forwarded to the filing parties within ten (10) working days of the decision.

20.2.4 All timelines above may be extended by mutual agreement of the Union and the Company. If extended, notification will generally be provided to all parties along with status and anticipated action within three (3) working days of the decision to extend, or as soon as possible thereafter.

20.3 Mediation and Arbitration

20.3.1 If the Grievance cannot be resolved at Level 3, the Union and the Company may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service in a non-binding attempt to resolve the dispute. Mediation communications are not admissible in arbitration.

- 20.3.2 In the event the Grievance has not been settled, the Union or the Company may seek arbitration. The arbitrator shall be selected by Union and Company representatives from a panel obtained from the Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties. The authority of the arbitrator is limited to interpreting the express provisions of this Joint Accord or related terms and conditions of employment of covered Employees. The decision of such arbitrator shall be final and binding upon both parties. The parties shall each pay their own fees and costs, and each shall pay one-half (½) of the arbitrator's fees and any other joint costs of the arbitration.
- 20.3.3 Nothing in this Article precludes a party from withdrawing a Grievance at any time with notification to the Union Office and to Human Resources.

ARTICLE 21

SEPARABILITY OF PROVISIONS

If any provision of this Joint Accord shall be found to be invalid by any court having jurisdiction in respect thereof, such finding as to such provision shall not affect the remainder of this Joint Accord, and all other terms and provisions hereof shall continue in full force and effect as set forth herein. If the provision is found to be invalid by the court having final jurisdiction in respect thereof, the parties shall promptly negotiate and endeavor to reach agreement upon a suitable substitute for said provision.

Nothing in this Joint Accord shall be interpreted or enforced to cause a violation of any applicable federal or state law or regulation.

ARTICLE 22


TERM OF ACCORD AND METHOD OF REOPENING


The Joint Accord and all terms and provisions hereof shall be and continue in effect from and after the date first written hereof until midnight on November 30, 2019, and until November 30 from year to year thereafter until and unless either party shall have served written notice to the other at least sixty (60) calendar days prior to said November 30, 2019, or prior to any November 30 thereafter stating that it desires to negotiate modifications or to terminate this Joint Accord.


IN WITNESS WHEREOF, the parties have caused this Joint Accord to be executed in duplicate by their respective officers, thereunto duly authorized.

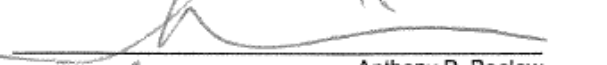
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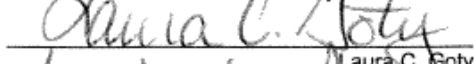
**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL-11, AFL-CIO**

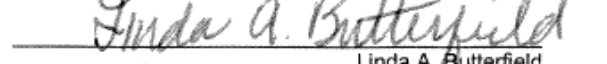
By 
Cari L. Colton


By 
Howard D. Bell

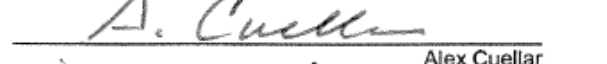

Mark A. Clemens

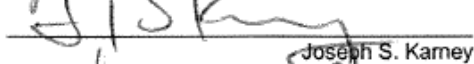

Anthony B. Boelow

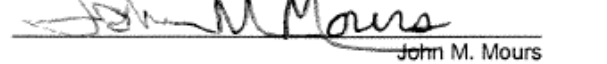

Laura C. Goty



Linda A. Butterfield

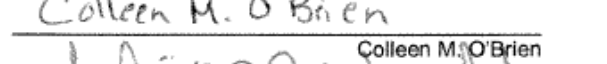

Jon G. Huddleston

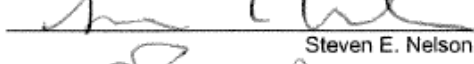

Alex Cuellar

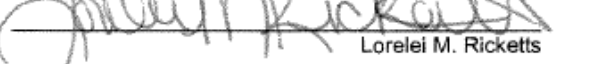

Joseph S. Karney



John M. Mours


Mark J. Lilly

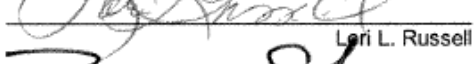

Colleen M. O'Brien

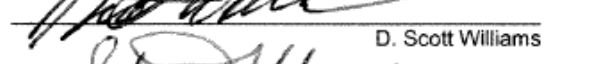

Steven E. Nelson



Lorelei M. Ricketts

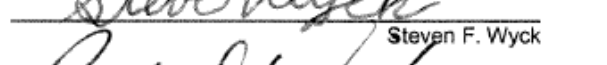

Catherine M. Reynolds

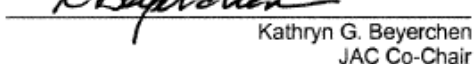

Dave G. Sasaki



Lori L. Russell



D. Scott Williams


Barry C. Stewart

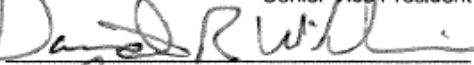

Steven F. Wyck



Kathryn G. Beyerchen
JAC Co-Chair

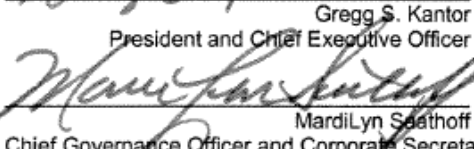

Rick D. Wilson
Union Representative and JAC Co-Chair


Lea Anne Doolittle
Senior Vice President


Michael L. Richards
Executive Secretary-Treasurer


David R. Williams
Vice President


Gregg S. Kantor
President and Chief Executive Officer


MardiLyn Seathoff
Chief Governance Officer and Corporate Secretary

JOB TITLES BY GRADE

<u>Grade</u>	<u>Job Title (Position Title)</u>	<u>Grade</u>	<u>Job Title (Position Title)</u>
175	Construction 4 (<i>Transmission Foreman/woman</i>)	150	Stores 3 (<i>Storekeeper - Delivery</i>) Stores 3 (<i>Storekeeper - Transportation</i>) Weld & Fab 2 (<i>Fabricator</i>)
170	Technical Services 3 (<i>Jrny Electrician</i>) Transmission Maintenance 2	150A	Construction 1 (<i>Pipe Fuser</i>)
170A	Weld & Fab 4 (<i>Mechanic Welder</i>)	145	Accounting 4 Computer Support 2 Graphics 2 Meter & Reg Shop 1 Stores 2 (<i>Storekeeper</i>) Weld & Fab 1 (<i>Body Repair Tech</i>)
165	Construction 3 (<i>Distribution Foreman/woman</i>) Customer Field Service 4 (<i>Industrial Tech</i>) Gas Storage 2 (<i>Chief Operator</i>) General Services 4 (<i>Sr Machinist</i>) System Ops 2 Technical Services 2 (<i>Telecomm Tech</i>)	140	Automotive 1 (<i>Auto Tech 1</i>) Computer Support 1 Customer Field Service 1 Honored Customer Service 3 Graphics 1
165A	Corrosion Technician	135	Accounting 3 Operational Support 3 Transportation 2 (<i>Lube Tech Specialist</i>) Utility Support 3 (<i>Field Maint Worker</i>)
160	Customer Field Service 3 (<i>Commercial Tech</i>) Field Support 3 (<i>Field Engineering Tech</i>) Leakage Inspector Specialty Construction 2	130	Customer Service 2
155	Automotive 3 (<i>Auto Tech 3</i>) Construction 2 (<i>Pipe Welder Fitter</i>) Field Support 2 (<i>Field Measurement Tech</i>) Fire & Safety Technician Gas Storage 1 (<i>Plant Operator</i>) General Services 3 (<i>Machinist</i>) Graphics 3 Meter & Reg Shop 3 System Ops 1 Transmission Maintenance 1 Weld & Fab 3 (<i>Sr Fabricator</i>)	125	Accounting 2 Operational Support 2 Transportation 1 (<i>Garage Attendant</i>)
155A	Customer Field Service 2 (<i>Service Tech</i>)	120	General Services 1 (<i>Delivery Driver</i>) Stores 1 (<i>Warehouse Worker</i>)
150	Automotive 2 (<i>Auto Tech 2</i>) Customer Service 4 Field Support 1 (<i>Field Data Tech</i>) General Services 2 (<i>Maintenance Tech</i>) Meter & Reg Shop 2 Semi & Crane Specialty Construction 1 Stores 3 (<i>Head Storekeeper</i>)	115	Accounting 1 Customer Service 1 Operational Support 1 Utility Support 2 (<i>AMR Driver</i>)
		110	<i>Currently no positions</i>
		105	Utility Support 1 (<i>Motor Messenger</i>)

WAGE SCALE
(Scheduled Wage Increases)

Pay Grades	6/1/2014	12/1/2015	12/1/2016	12/1/2017	12/1/2018
175 Experienced	\$40.12				
175 Entry	\$38.52				
170 Experienced	\$37.85				
170 Entry	\$36.34				
170A Experienced	\$37.85				
170A Entry	\$36.34				
170A 03	\$34.07				
170A 02	\$32.17				
170A 01	\$30.28				
165 Experienced	\$35.71				
165 Entry	\$34.28				
165A Experienced	\$35.71				
165A Entry	\$34.28				
165A 03	\$32.14				
165A 02	\$30.35				
165A 01	\$28.57				
160 Experienced	\$33.69				
160 Entry	\$32.34				
155 Experienced	\$31.78				
155 Entry	\$30.51				
155A Experienced	\$31.78				
155A Entry	\$30.51				
155A 03	\$28.60				
155A 02	\$27.01				
155A 01	\$25.42				
150 Experienced	\$29.98				
150 Entry	\$28.78				
150A Experienced	\$29.98				
150A Entry	\$28.78				
150A 03	\$26.98				
150A 02	\$25.48				
150A 01	\$23.98				
145 Experienced	\$28.28				
145 Entry	\$26.87				
140 Experienced	\$26.43				
140 Entry	\$25.11				

Pay Grades		<u>6/1/2014</u>	<u>12/1/2015</u>	<u>12/1/2016</u>	<u>12/1/2017</u>	<u>12/1/2018</u>
135	Experienced	\$24.70				
135	Entry	\$23.47				
130	Experienced	\$23.08				
130	Entry	\$21.93				
125	Experienced	\$21.37				
125	Entry	\$20.30				
120	Experienced	\$19.79				
120	Entry	\$18.80				
115	Experienced	\$18.32				
115	Entry	\$17.40				
110	Experienced	\$16.96				
110	Entry	\$16.11				
105	Experienced	\$15.70				
105	Entry	\$14.92				
	Scheduled Wage Increase	-	3.00%	3.00%	3.00%	3.00%
	COLA Adjuster	-	tbd	tbd	tbd	tbd

tbd = to be determined per Joint Accord, 10.3 (COLA Adjuster), range is 0% to 3%.

This table will be republished each year to include the Scheduled Wage Increase and any increase as a result of the annual COLA Adjuster.

Pay Grades that include the letter "A" refer to grades for positions with additional pay steps. Pay rates for Steps 01, 02 and 03 are listed. Step 04 is the same as Entry. Step 05 is the same as Experienced. Refer to the Positions with Additional Pay Steps JAG.

EFFECTIVE JUNE 1, 2014