

**AGREEMENT**

**August 1, 2018 through July 31, 2021**

*by and between*

**THE PEOPLES GAS LIGHT AND COKE COMPANY**

*and*

**GAS WORKERS UNION, LOCAL 18007(C)  
UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO**



# CONTENTS

Section	Page
SEVERABILITY .....	1
PREAMBLE .....	1
ARTICLE I - UNION AND COMPANY SECURITY .....	1
1. Recognition of Union.....	1
2. Union responsibility.....	1
3. No lockout, strike, slowdown or stoppage of work .....	1
4. Nondiscrimination .....	2
5. Union membership requirements and trial period.....	2
6. Deductions for dues and initiation fee .....	3
7. Transmittal of deductions .....	5
ARTICLE II – SUCCESSOR CLAUSE.....	5
ARTICLE III - TERM OF AGREEMENT.....	6
1. Term of Agreement.....	6
2. Notice for termination and formulation of new Agreement or amendment of Agreement .....	6
3. Negotiation procedure.....	6
ARTICLE IV - STEWARDS, BULLETIN BOARDS, AND LEAVES OF ABSENCE .....	6
1. Duties of Stewards .....	6
2. Use of bulletin boards for Union notices .....	6
3. Leaves of absences of Union officials .....	7
ARTICLE V – UNION VOTING RIGHTS .....	7
ARTICLE VI - GRIEVANCES .....	7
1. General provision of Grievance Procedure.....	7
2. Step 1 - Employee and Steward, or other Union official, with immediate superior.....	8
3. Step 2 - Steward and/or Business Manager with Manager; Steward and/or Business Manager with Department Head .....	8
4. Step 3 - Submission of grievance facts in writing.....	8
5. Step 4 - Arbitration procedure .....	8
6. Discharge Grievances .....	9

## CONTENTS (CONT.)

Section	Page
ARTICLE VII - SENIORITY .....	10
ARTICLE VIII – JOB CLASSIFICATIONS .....	10
1. Job classifications .....	10
2. Job classifications as it relates to seniority .....	10
3. Conditions of transfer between job classifications.....	10
4. Qualifications to transfer .....	10
5. Classification seniority date after a transfer.....	11
6. Senior Customer Consultant .....	11
7. Movement to 18007(A) .....	12
ARTICLE IX - WORKING CONDITIONS.....	12
1. Normal work schedule .....	12
2. Employees excluded from this agreement .....	12
3. Pay schedule .....	12
4. Computation of overtime hours - no 'pyramiding' .....	12
ARTICLE X – START TIMES .....	12
ARTICLE XI – SHIFT BID .....	13
1. Shift bid process .....	13
2. Modification of shift .....	13
3. Probationary shift.....	13
ARTICLE XII – WELFARE BENEFITS.....	13
ARTICLE XIII – SHORT TERM DISABILITY .....	14
ARTICLE XIV – HOLIDAY OBSERVANCE.....	15
1. Holidays.....	15
2. Flexible holiday .....	16
3. Employee holiday status .....	16
4. Requirements for holiday pay.....	16
ARTICLE XV - PAID TIME OFF (PTO).....	16
1. Accrual.....	16
2. Carryover .....	17
3. Probationary Period .....	17
4. Initial PTO scheduling process .....	17

CONTENTS (CONT.)

Section	Page
5. Wait list.....	18
6. Scheduling PTO after initial scheduling period.....	19
ARTICLE XVI – BEREAVEMENT.....	19
1. Bereavement period.....	19
2. Additional time off.....	19
3. Bereavement during scheduled PTO.....	20
4. Arranging absences.....	20
ARTICLE XVII – WAGES AND INCENTIVE.....	20
1. Effective date for rates of pay; regular rate of pay defined.....	20
2. Bi-lingual premium pay.....	20
3. Annual incentive plan.....	21
4. Eligibility.....	21
ARTICLE XVIII – OVERTIME ASSIGNMENT.....	21
1. Daily continuous overtime.....	21
2. Non-continuous overtime.....	22
ARTICLE XIX - PERFORMANCE METRICS.....	22
ARTICLE XX - DRUG AND ALCOHOL TESTING.....	23
ARTICLE XXI – MANAGEMENT RIGHTS.....	24
ARTICLE XXII – MAINTENANCE OF BENEFITS.....	25
SIGNATURES.....	26
EXHIBIT I: CLASSIFICATION OF POSITIONS AND SCHEDULE OF RATES.....	27
APPENDIX I- ATTENDANCE GUIDELINES.....	29
APPENDIX II - MEMORANDUMS OF UNDERSTANDING.....	31

In the event that any provision of this Agreement shall conflict with any federal, state or local law, order, directive or regulation now or hereafter enacted or issued, such provision shall not remain operative or binding upon the parties, but the remaining portions of this Agreement shall remain in full force and effect.

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of August, 2018 by and between THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation hereafter referred to as the "Company," and the GAS WORKERS UNION, LOCAL 18007 (C), UTILITY WORKERS UNION OF AMERICA, AFL-CIO, hereafter referred to as the "Union."

**WITNESSETH:** THAT for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and of promoting harmony, in order that the Company, the Union, and the general public may mutually benefit, the parties agree as follows:

## **ARTICLE I - UNION AND COMPANY SECURITY**

**Section 1.** The Company recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit which consists of employees covered by the Classifications of Positions and Schedules of Rates attached to this Agreement, and identified as Exhibit I. The word "employee" as used in this Agreement means an employee in the bargaining unit or, where the context so indicates, an employee covered by one of the separate aforesaid Exhibits.

**Section 2.** The Union recognizes the responsibility assumed by it as the exclusive bargaining agent of the employees in the unit. As part of this responsibility, it pledges the full cooperation of its membership to maintain continuous gas service to the public, provide excellent customer service, and to promote the economic success of the Company, in order that the maximum opportunity for continuous employment, good wages, and good working conditions may continue.

**Section 3.** The Company agrees that there will be no lockout of the employees in the unit, and the Union agrees that it will not authorize, instigate, aid, or condone any strike, slowdown, or stoppage of work. In the event of any wildcat or unauthorized strike, slowdown, or stoppage of work, the Union will immediately direct its members to resume normal operations, and, if the Union does so, the Company will not hold the Union liable for the unauthorized acts or activities of its members.

It is understood that the Company has the right to discharge or discipline any employee who causes or participates in any strike, slowdown, or stoppage of work. Such discharges or discipline shall be subject to the Grievance Procedure set forth in Article VI.

**Section 4.** The provisions of this Agreement shall apply to all employees covered by this Agreement with no unlawful discrimination in accordance with applicable federal, state, or local laws or based on lawful Union activity.

**Section 5.** As a condition of employment in the unit, all employees employed in the unit on or after the effective date of this Agreement who are not members, shall, at the expiration of thirty (30) days after being employed, become members of the Union and all members of the Union shall maintain their membership. Probationary periods for new hires may be extended in thirty (30) day increments only by mutual – written agreement between the Company and the Union.

For the purposes of this Agreement an employee shall be deemed to have become a member and to have maintained his/her membership in the Union if he/she pays or tenders to the Union, in the manner hereinafter provided, the Union initiation fee in the amount established by the Union Constitution not in excess of \$180.00 and the monthly Union dues in the amount established by the Union Constitution.

The Union agrees that it will accept into membership all employees in the unit and will not attach as a prerequisite of membership any condition other than that the applicant shall pay the aforesaid Union initiation fee and monthly Union dues.

The Union shall notify the Company in writing of any instance in which an employee has failed to become a member or to maintain his/her membership in the Union by becoming in arrears in the payment of the Union initiation fee and dues. The Company shall have ten days (excluding Saturdays, Sundays, and holidays) following the receipt of such notice within which to investigate the matter. The Union will not ask, prior to the expiration of the ten day period, for the discharge of any employee, and the Company shall not be required to discharge any employee who during the period pays or tenders the amount of the Union initiation fee and dues then due and payable by him/her. All requests for discharges shall be in writing.

Each newly hired employee shall be on probation for a period of 240 days

after being employed. If his/her services are terminated by the Company during this probation period, such action shall not be subject to the grievance procedure.

**Section 6.** During the term of this Agreement, the Company will deduct from compensation due each employee in the unit, who has authorized such deductions in writing and delivered such authorization to the Company, the following:

- (a) On the first pay day of each month, the monthly Union dues in the amount established by the Union Constitution,
- (b) On the second pay day of each month for the first six months from the date of employment, one installment equal to one-sixth of the Union initiation fee in the amount established by the Union Constitution not in excess of in payment of such initiation fee, if any, then owed by such employee.
- (c) The Company will provide a monthly report to the Union identifying employee changes (i.e. new employees, terminations, retirements, promotions, etc.).

The authorization for the foregoing deductions shall be in substantially the following form:

**GAS WORKERS UNION, LOCAL 18007(C), U.W.U.A., AFL-CIO -  
AUTHORIZATION FOR PAYROLL DEDUCTION**

The Peoples Gas Light and Coke Company  
Chicago, Illinois

The Peoples Gas Light and Coke Company has a labor contract with the Gas Workers Union, Local 18007, Utility Workers Union of America, AFL-CIO. Under this contract, as a condition of employment in the unit, all new employees shall, at the expiration of thirty days after being employed, become members of the Union and all members of the Union shall maintain their membership. As Union members, they must pay the Union's initiation fee and its monthly dues.

By signing this Authorization for Payroll Deduction, your initiation fee and monthly dues will be deducted from your pay check automatically. **These deductions will commence on the first pay day of the month following your employment date.**

I authorize and direct The Peoples Gas Light and Coke Company to deduct from compensation payable to me and to remit to the Gas Workers Union, Local 18007(C), Utility Workers Union of America, AFL-CIO, in accordance with the current Agreement between the Company and the Union, Union dues and Union initiation fee, as follows:

a) Monthly Union dues in the amount from time to time established by the Union Constitution, to be deducted on the first pay day of each month beginning with the month of \_\_\_\_\_, year of \_\_\_\_\_ to cover my dues for that month and a like amount with respect to any month during which I have been on leave of absence, other than military leave, if the Company shall have been advised in writing by the Union that my dues are owing and have not been paid for that month;

b) The Union initiation fee in the amount from time to time established by the Union Constitution, provided such initiation fee is owed by me, one-sixth, or as near thereto as practicable, of such Union initiation fee to be deducted on the second payday of each month beginning with the month of \_\_\_\_\_, year of \_\_\_\_\_.

In the event that this authorization shall not be received by the Company at least ten (10) days prior to the pay day on which the initial deductions are scheduled to be made, then there shall be deducted from compensation payable to me on the following first pay day of the month, which be at least ten (10) days subsequent to the delivery of this authorization to the Company, the deduction scheduled to be made hereunder for such month and, in addition thereto, the deductions schedule to be made hereunder for the prior month or months (less the amount deducted, if any under any prior existing authorization made by me for such deductions for such month or months).

This authorization shall supersede and cancel all prior authorizations made by me for such deductions, when deductions shall be commenced to be made pursuant to the terms hereof.

This authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to the Company, or until termination of the Agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Agreement between the Company and the Union, whichever

shall be shorter, if provisions for these deductions are contained in the ten current Agreement; provided, however, that this authorization may be revoked by me by giving written notice to the Company and the Union at least sixty (60) days and not more than ninety (90) days prior to the expiration of each period of one (1) year or of each applicable Agreement between the Company and the Union, whichever occurs sooner, and this authorization shall automatically terminate on the day I cease to be employed in the bargaining unit.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Address of Employee

\_\_\_\_\_  
Date Delivered

Date Signed \_\_\_\_\_

To Company \_\_\_\_\_

**Section 7.** Within fifteen days after any deduction of dues or initiation fees is made pursuant to Section 6 of this Article, the Company will wire-transmit the amount so deducted to a bank account designated by the Union to receive such funds. At or about the same time, the Company will send the following lists, as applicable, to the Financial Secretary-Treasurer, Gas Workers Union, Local 18007, U.W.U.A., AFL-CIO, 300 South Ashland Avenue, Suite 506, Chicago, IL 60607, or to such other representative as may be designated in writing by the Union:

- (a) Employees whose Union dues have been deducted;
- (b) Employees whose Union dues have been deducted for the first time;
- (c) Employees whose Union dues were deducted in the previous month and who have since been separated from the unit;
- (d) Employees whose Union initiation fees have been deducted.
- (e) Copy of dues authorization form completed by employees.

## **ARTICLE II – SUCCESSOR CLAUSE**

This Agreement shall be binding upon any successor, which acquires the Company's stock and thereafter engages in the business of selling and distributing natural gas to customers in the City of Chicago. In such case, the Company shall make it a condition of the transaction that the successor shall be bound by the terms of this

Agreement. If any of the Company's assets or operations are acquired other than by acquisition of the Company's stock, this Agreement shall be binding on the successor only to the extent required by operation of law. This Section shall not be the basis for imposing any liability on the Company.

### **ARTICLE III - TERM OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of August 1, 2018, and shall remain in effect until midnight on July 31<sup>st</sup>, 2021, and shall continue in effect from year to year thereafter unless notice is given as provided in Section 2 of this Article. This Agreement shall constitute the full and complete agreement as to rates of pay, wages, hours of employment, and other conditions of employment of the employees in the unit.

**Section 2.** Each party shall have the right, not more than ninety days nor less than sixty days before the end of the initial term of the Agreement or any annual extension thereof, to serve notice on the other party by certified mail of a desire to terminate and formulate a new Agreement or to change and amend the Agreement.

**Section 3.** The parties agree that, within five days after receipt of such written notice, they will commence negotiations on any proposed change or the execution of a new agreement, and will prosecute such negotiations with the utmost diligence. If the negotiations are not completed by the end of a contract year, the Company and the Union may extend the Agreement by mutual consent and, in the event the Agreement has been so extended and continued in full force and effect until a new or amended Agreement is executed, all provisions and changes agreed upon by the parties shall be retroactive to the beginning of the new contract year.

### **ARTICLE IV - STEWARDS, BULLETIN BOARDS, AND LEAVES OF ABSENCE**

**Section 1.** The Union shall have a steward or stewards in the Customer Care Center, whose duties shall be to see that the provisions of this Agreement are observed and to attempt to adjust disputes or differences referred to them by any employee covered by this Agreement.

**Section 2.** The Union shall be granted a dedicated bulletin board in the Customer Care Center. The Union may, without requiring approval, post death notices, notices of nominations and elections, and notices of regular or special meetings. Other Union notices shall be subject to the approval of the Company before they are placed on bulletin boards. Stewards or Union officers may post the

notices on bulletin boards.

**Section 3.** To ensure minimal disruption to Company operations, Officers and Stewards will provide written request of leave for union business with as much notification as possible but no less than 48 hours advance notification. If such notification is not possible, the Business Manager or his/her representative will contact the department head or his/her representative. Should granting such request not be feasible, the department head will discuss with the union Business Manager or his/her representative. Officers and Stewards will attempt, as much as possible, to minimize time away from the duties of an Inbound Customer Consultant. Company and Union agree to an open door policy for Union Officers and Stewards to discuss day to day issues with Company Department Head and/or representative.

## **ARTICLE V – UNION VOTING RIGHTS**

All unionized employees of the inbound customer call center shall be permitted to vote in all elections of stewards and officers of the Local, ratification and contract votes or votes called for by action of the Executive Board mandated by local 18007 by-laws. Union officials shall be permitted access to company inbound customer call center to conduct the elections. All unionized members will be permitted 15 minutes for voting on company time at the start of each negotiated shift start time in staggered increments as to avoid a work impact.

To ensure minimal disruption to company operations, union will provide the company written request of elections for Stewards, Officers, or votes called for by actions of the Executive Board mandated by Local 18007 by-laws with as much notification as possible but no less than 2 weeks advance notification. If the election date is not feasible, company and union will discuss a mutually agreeable date for said election.

## **ARTICLE VI - GRIEVANCES**

**Section 1.** Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement, the dispute or difference (hereinafter sometimes referred to as a "grievance") shall be settled through the Grievance Procedure as hereinafter provided.

A grievance shall be presented to the Company within fifteen (15) days after the event giving rise to the dispute.

A grievance shall be processed from step to step promptly. The last decision given on any grievance in any of the first three steps shall be considered a satisfactory adjustment unless, within ten (10) days after the decision has been given, the grievance is carried to the next step. However, if the tenth day falls on a Saturday, Sunday or holiday, the ten day period shall be extended until the next business day. If the request to move a grievance to the next step is untimely, the grievance will be considered withdrawn unless extenuating circumstances exist, in which case the time limit will be extended by agreement between the Company and the Union.

The procedure for the settlement of a grievance shall be as follows:

**Section 2.** (Step 1). The grievance shall be first discussed by the employee, Union representative and the employee's immediate supervisor. The grievance shall first be discussed by the employee and his/her steward, or other Union official, with the employee's immediate superior.

**Section 3.** (Step 2). If the grievance is not satisfactorily adjusted in Step 1, it shall be discussed by the Union Business Manager or his/her representative and Company management. In any meeting held between the Business Manager/representative and the Department manager, the Company will pay the employee and one Union representative (other than the Business Manager) for their time lost from work to attend the meeting, provided the maximum amount of such pay for any grievance shall be one (1) hour of pay for the employee and one (1) hour of pay for the Union representative. The employee shall have the right to be present at any such discussions. A representative from HR-Labor Relations shall also participate in the Step 2 grievance meeting.

**Section 4.** (Step 3). If the grievance is not satisfactorily adjusted in Step 2, the Business Manager of the Union shall so notify the Company in writing, stating the facts in dispute. The Company shall schedule a meeting of representatives of the Company and representatives of the Union within ten (10) days from receipt of the Union's written request for a Step 3 meeting. All Call Center Step 3 hearings will be held at a mutually agreeable location.

**Section 5.** (Step 4). If the grievance is not satisfactorily adjusted in Step 3, either party may request arbitration within thirty (30) days from receipt of the Step 3 decision. If arbitration is not requested within the thirty (30) day period, the last decision shall be final and binding on both parties.

The arbitration procedure shall be as follows:

- (a) If the parties do not agree on an arbitrator within five (5) days after a request for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of names of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators residing in the States of Illinois, Indiana, Iowa, Michigan or Wisconsin, and none of whom have served as an arbitrator for the parties within the preceding twelve (12) months. The parties shall alternate paying the fee charged by the FMCS for providing the panel of arbitrators.
- (b) Within five (5) days after receipt of this list, the party requesting arbitration shall strike names from the list and the other party within five (5) days after this action shall likewise strike names from the list. The remaining named person shall be the arbitrator.
- (c) The arbitrator shall, after hearing testimony and considering the facts, give his/her decision on the grievance. The decision shall be binding on the employee, the Company, and the Union.
- (d) Each party shall pay one-half of the expenses of the arbitrator.
- (e) The arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add to or change its terms.

#### **Section 6.**

- (a) If the Company and Union reach a written agreement, discharge grievances can bypass Steps 1 and 2 in the grievance process and the grievance process will start with Step 3.
- (b) The parties will strive to have all discharge grievances heard by an arbitrator as soon as possible. Either party may request arbitration within thirty (30) days from receipt of the Step 3 decision. If arbitration is not requested within the thirty (30) day period or if the grievance is not heard by an arbitrator, absent extenuating circumstances, within the six (6) months, the last decision shall be final and binding on both parties. The time limits in this subsection can be extended by mutual written agreement between the Company and Union.

## **ARTICLE VII - SENIORITY**

The seniority of an employee shall be defined as the total length of continuous service of the employee with the company established as of the date of company hire into the department. If more than one employee is hired on the same date, the last name by alphabetical order shall be the deciding factor in determining such seniority. If same last names are determined, first names of employees will be the governing factor for assigning seniority.

It is understood and agreed that in all cases of promotions: temporary or permanent, transfers, demotions, PTO-and bidding rights for shifts and start times of employees unless otherwise noted under this agreement, the company will consider seniority as defined in paragraph 1 as governing factor.

Offline tasks will be offered based on seniority and performance metrics.

## **ARTICLE VIII – JOB CLASSIFICATIONS**

**Section 1.** Care Center Consultant classifications are as described in Exhibit 1 – Classification of Positions and Schedule of Rates. The Company shall determine the staffing level for each classification.

**Section 2.** All levels of the Associate and Customer Consultant classifications shall be combined with regard to the seniority related articles in this Agreement including but not limited to: PTO Bid and Shift Bid. The Senior Customer Consultant shall be a separate and distinct group with regard to seniority for the PTO bid and Shift bid.

**Section 3.** Employees may not move between English speaking and bilingual job classifications unless there is an open position, available for hire. When the Company has determined the need to hire for either, or both, classifications; current Call Center Consultants will be provided the opportunity to apply to fill the open position and the company determines the method of application. The most senior, qualified individual will be granted the new position.

**Section 4.** All time-step based promotions are subject to satisfactory performance. Consultants who have received a layoff of more than 8 hours due to corrective action for any reason within the last 12 months of being notified of the available position are not qualified.

Any combination of absences from normal duties because of personal

illness, occupational injury (lost-time and light duty), or personal leave of absence in excess of forty-four (44) workdays will extend the service requirement for any time-step increase by an amount which equals the number of workdays of absence in excess of twenty-two (22).

**Section 5.** When an employee moves between classifications, the employee's classification seniority date will be considered as lowest for that classification.

**Section 6.** The Senior Customer Consultant – Inbound will be selected from employees in the Customer Consultant – Inbound or Customer Consultant – Inbound Over 2 Years classifications who volunteer and are selected based on the criteria described below. The Company retains the right to assign escalated calls to management employees for overflow or absent sufficient volunteers.

Employees in the Senior Customer Consultant – Inbound classification will be regressed back to their previous Customer Consultant classification if they fail to meet performance metrics for 3 consecutive months. They will be allowed to voluntarily vacate the classification within 30 days of submitting notice and will be returned to their previous Customer Consultant classification with no loss of prior seniority. A Senior Customer Consultant – Inbound who has been regressed will be ineligible for twelve (12) months for the Senior Customer Consultant – Inbound classification.

Qualifications to be considered for the Senior Customer Consultant - Inbound:

- Successful completion of all new hire training and 240 day probation period as an Associate Customer Consultant – Inbound at the IL Care Center
- No formal corrective action in the 12 months prior to the date the classification is made available;
- Must have an overall performance metric rating of 2.25 or above in the 12 months prior

Selection Process for the Senior Customer Consultant - Inbound:

- Eligibility will be determined using the qualification criteria stated above
- Eligible Consultants will be selected for training based on seniority
- Consultants who have been trained (Reserve Senior Customer Consultants - Inbound) may be temporarily upgraded to Senior Customer Consultant – Inbound

- Openings in the Senior Customer Consultant – Inbound classification will be filled by the most senior qualified Reserve Senior Customer Consultant - Inbound, in the order that they were initially trained

**Section 7.** The Union and Company agree to allow Customer Care Representatives to apply for jobs within Local 18007(A) membership. Customer Care Representatives will have a minimum of 24 months of no disciplinary history greater than a written warning and will meet the minimum qualifications for the position they are applying for. The applicant will not be required to submit a resume or a letter of recommendation separate from the application process. In the event that the potential candidates possess the same qualifications, Article VII will be the governing factor.

## **ARTICLE IX - WORKING CONDITIONS**

**Section 1.** The workweek shall start at 12:01 a.m. Sunday. The workday shall be a calendar day and shall start at 12:01 a.m. When a continuous work period extends from one calendar day into the following calendar day, the hours worked in each calendar day shall be accounted for on the basis of the calendar day in which they are worked.

**Section 2.** A reasonable number of employees may be assigned to work temporarily in the various classifications covered by this Agreement as part of a training period, and, while so assigned, shall neither be affected by provisions of this Agreement nor shall such assignment result in loss to employees covered by this Agreement of regular or overtime work within the classifications covered by this Agreement.

**Section 3.** Consultant - Inbound employees will be paid on the same pay schedule as other administrative employees.

**Section 4.** Hours worked by an employee in any workweek on which premium rates (i.e., one and one-half times the regular hourly rate) have once been allowed shall not be used again in overtime computations.

## **ARTICLE X – START TIMES**

The Company will establish shifts with start times between 5:30 AM and 12:30 PM with a minimum of 15 minutes between each start time. The Company agrees to provide employees a minimum of two consecutive unscheduled days. The

Company will notify the union of the available shifts 24 hours prior to the start of the bidding process.

Company reserves the right to establish a shift consisting of four 10 hour work days between Monday through Saturday as part of any regular shift bid process.

## **ARTICLE XI – SHIFT BID**

**Section 1.** To meet customer needs and prepare for seasonality changes to business requirements, the company will conduct 2 shift bids every year typically during the Spring and the Fall. Employees will be allowed to select from a list of schedules. Selection will be based upon seniority. Employees will be assigned shifts based upon stated preference and schedule availability. If no preference is submitted, the employee(s) will be assigned the remaining shift(s). The company will segment shift assignments for each job classification. For the purposes of the shift assignments, Bilingual employees will be considered a separate job classification.

**Section 2.** The company reserves the right to modify shift and shift assignments for schedule changes that will last longer than 1 week to address emergency and unexpected peaks in volume resulting from climate changes, unavailability of personnel, and/or updates to operations. However, in instances of modified assignments that are longer than (30) days the company will have dialogue with union to address extended modified shift and shift assignments with a minimum of 24 hour notice pertaining to said events.

The modified schedule will be solicited and awarded based on normal shift bid process.

**Section 3.** The company will determine new hire schedules during the probationary period. As employees complete probation the company will determine their shift until the next shift bid process. Probationary employees will not participate in the next scheduled departmental shift bid until completion of their probationary period.

## **ARTICLE XII – WELFARE BENEFITS**

Employees covered under this contract will be offered the opportunity to participate in welfare benefit plans that are offered to administrative employees at the Company under the same terms and conditions that are applicable to those

administrative employees. These welfare benefit plans consist of the following:

- Group Life Insurance Plan
- Accidental Death & Dismemberment Insurance
- Long Term Disability Plan
- Group Supplemental Life Insurance Plan
- Group Medical Plan
- Group Dental Plan
- Vision Coverage
- Savings Plan (401K with embedded ESOP)

The terms of these Plans as applied to Bargaining Unit employees, including the contribution rates or the termination of any Plan, will be modified in accordance with any modifications made to the Plans as applicable to the administrative employees. The Company will notify the Union Executive Board in advance of any such modification to Plan terms.

Summary Plan Descriptions of Company Benefit Plans shall be made available to Bargaining Unit Employees upon request.

The Union has the right to propose a modification to this section, relating to welfare benefit plans, in accordance with the terms of Article III – Term of Agreement.

The Union agrees that any requirements for the provision of paid sick leave arising under the City of Chicago Minimum Wage and Paid Sick Leave Ordinance, the Cook County Earned Sick Leave Ordinance, or any similar local, county or state ordinance or law are waived with respect to members of the bargaining unit, whose sick leave benefits are described under the terms of this Agreement.

### **ARTICLE XIII – SHORT TERM DISABILITY**

An absence shall be regarded as “qualifying for the Short Term Disability Plan” after five days of absence on account of sickness (40 hours of absence in the case of an employee whose normal work schedule is other than five days per week and eight hours per day). Notwithstanding the foregoing, if an employee has previously experienced an absence on account of sickness of more than five days (or 40 hours) for which he/she has received benefits under this Plan, subsequent absences in the same calendar year shall be regarded as “qualifying for the Sickness

Benefit Plan” after two days of absence on account of sickness (sixteen hours of absence in the case of an employee whose normal work schedule is other than five days per week and eight hours per day.) A sickness absence will be considered to have occurred during the calendar year in which the absence begins.

The employee may be eligible to be paid for the foregoing five-day (40 hours) or two-day (16 hours) waiting period with PTO, subject to the terms and conditions of that Plan.

In each case of necessary absence from work on account of sickness of a regular employee, the period of absence during which the absent employee will receive pay from the Short Term Disability Plan and the rate of such pay shall be as follows:

Period of Service When Absence Qualifies for the Sickness Benefit Plan	Rate of Payment Schedule	
	80 Percent Pay*	60 Percent Pay
Less than 1 year	None	None
1 year but less than 3	1 month	None
3 years but less than 5	First 2 months	Next 2 months
5 years but less than 10	First 3 months	Next 3 months
10 years but less than 15	First 4 months	Next 2 months
15 years or more	First 6 months	None
*Benefit is 100% for 1 week per rolling 12-month period (not including elimination period), then 80% / 60% pay		

For purposes of this Plan, a month equals 22 workdays or 176 hours of benefits. Benefits are charged in hourly increments.

Benefits shown in the above Schedule are cumulative in a rolling twelve month period. Hence, the payments of benefits shown in the above Schedule are the maximum benefits allowed an employee in any twelve months’ period.

#### **ARTICLE XIV – HOLIDAY OBSERVANCE**

**Section 1.** The Company observes the following holidays for all Customer Consultants-Inbound: New Year’s Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. Any identifiable Veteran who requests to use Veterans Day with (3) weeks notification

will be able to utilize their floating day for said day. (Veterans Day)

**Section 2.** In addition, all Customer Consultants – Inbound will receive a flexible holiday (“floating holiday”) to be used at the employee’s discretion with leadership approval. This floating holiday will be added as an extra eight (8) hours to their PTO bank in January.

**Section 3.** An employee’s holiday status will be dependent upon the day the holiday is observed by the Company and the employee’s scheduled shift.

- (a) When a holiday falls on a weekend, the Company may observe the holiday on another scheduled work day. If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the following Monday.
- (b) When an observed holiday falls on a non-scheduled workday, the Company may determine a change of schedule to allow the employee a day off in the same work week, or it may give the employee a deferred holiday as an additional 8 hours added to their PTO bank to be used at a future date at the employee’s discretion with leadership approval.

**Section 4.** The change of schedule generally should not result in overtime. The number of hours worked combined with the holiday should equal the employee’s standard hours. When off in observance of the holiday, employees shall be paid for eight (8) hours at their straight time wage rate for each holiday, provided they work their entire scheduled shift or are on an approved leave the last scheduled day before and the first scheduled day after the holiday. Approved leaves include but are not limited to scheduled PTO, FMLA, disability, occupational injury, or bereavement.

## **ARTICLE XV - PAID TIME OFF (PTO)**

The Company will provide employees with PTO to be used for a variety of reasons, including vacation, sick time, illness of family or friends, doctor visits, and personal business.

Employees covered under this contract will receive the following benefits:

### **Accrual**

- PTO is granted to regular full- and part-time employees based on the number of years of service (see chart).

- Effective January 1, 2017, Employees accrue 1/12 of their eligible PTO days for the year for every full month they work from January 1 through December 31 of the current year.

The accrual of PTO for part-time employees is prorated, based on the number of hours worked.

<b>Years of Service*</b>	<b>Annual PTO Accrual</b>
1 - 4	19
5 - 9	22
10 - 14	24
15 - 19	27
20 - 24	31
25 +	35

\*Allocation is based on years of service as of September 1 of each year.

Employees who leave the Company will be paid for any PTO days that have been accrued for the current year. Any carryover PTO days that have not been used will be paid. Employees may not use PTO to extend employment.

### **Carryover**

Employees are allowed to carryover 15 days of PTO each year. Carryover hours not used in the following calendar year will be forfeited.

### **PTO During Probationary Training**

Newly hired Customer Consultant-Inbound employees will be prohibited from taking any PTO during the first 90 days of their probationary period to ensure availability for required progressive system training.

### **Scheduling PTO during the initial PTO scheduling period procedure**

1. PTO will be awarded by employee seniority within job classification
  - a. Bilingual employees will be considered a separate classification for the purposes of the PTO Scheduling Period
2. PTO will be scheduled for Care Center Consultant – Inbound employees. PTO bids will be conducted every October for the following calendar year
  - a. Employees will not be allowed to turn in late PTO selections

- b. In the event an employee is out on LOA or PTO, the company will make every effort to coordinate the bidding with the employee
- 3. Half Days cannot be scheduled during the Initial PTO scheduling period in either round 1 or round 2
  - a. Round 1
    - i. Employees will be given 5 working days to complete Round 1 selections
    - ii. Employees will be allowed to schedule up to 2 weeks (80 hours) during Round 1
    - iii. The time requested can be 2 consecutive weeks (80 hours), or 2 separate weeks of 5 consecutive working days, or 1 whole week and 5 individual days (note: those on 10-hour shifts must use 10 hours per day requested).
    - iv. Employees can choose to schedule all, some, or no time at all
    - v. Requests of 3+ consecutive weeks will require manager approval
  - b. Round 2:
    - i. Employees will be given 2 working days to complete Round 2 selections and will be provided a calendar informing them which days are available to select from
    - ii. Each eligible employee, in order of seniority by job classification, can request to schedule their remaining PTO in individual days or whole weeks if available
- 4. If a new hires effective start date falls within a PTO Scheduling Period, they will be allowed to bid on PTO days and will be awarded time on the basis of company seniority by job classification. If a new hires effective start date falls outside of a PTO Scheduling Period, they will bid on PTO on the 8th week of training following the same rules as those outlined in the Initial PTO Scheduling Period. New hires are not allowed to use PTO until after 90 days of employment.

### **Wait List**

The company limits the amount of employees allowed off on any given day. To accommodate the extra requests, the company will place those employees on a wait list.

1. **Initial Scheduling Period:** If an employee requests a PTO day during the Initial PTO Scheduling Period and it is not available, they will be placed on a Wait List. The open PTO days will be assigned to the most senior employee within the job classification requesting the open PTO days.
2. **After Initial Scheduling Period:** If an employee requests a PTO day after the Initial Scheduling Period and it is not available, they will be placed on a wait list. The open PTO days will be assigned on a First come/First serve basis, unless more than one employee requests the same day then seniority will be the governing factor. When an employee provides requested documentation, his or her PTO wait list will be granted within 10 working days of request.

### **Scheduling PTO after the initial scheduling period**

1. Any time off that is not scheduled and approved by one hour before the end of the previous workday is considered unscheduled.
2. Same Day PTO requests can be made, but will be considered unscheduled for the purposes of the attendance guideline's corrective action schedule.
3. If scheduled time exceeds available PTO balance, employees will be required to remove scheduled PTO equal to the difference and will be forced to remove those day.

## **ARTICLE XVI – BEREAVEMENT**

**Section 1.** An employee will be allowed three days off with pay from his/her normal work schedule for the purpose of making funeral arrangements or attending the funeral of his/her parent, spouse, domestic partner, child, brother, sister, step-parent, step-child, step-brother, or step-sister. Employees may also be entitled up to three (3) days off with pay for grandparent(s) or other relatives served as the employee's legal guardian or "loco parentis" (a person or institution that assumes parental rights and duties for a minor); documentation will be required for approval within 10 days of the last day of bereavement leave.

**Section 2.** If the amount of time needed is greater than the paid funeral leave approved, the employee may request additional time off for the Company to consider. The employee and their leader should discuss in advance how the additional time off would be covered in order for the time off to be considered as an approved absence. PTO or unpaid time may be used for additional time away from work. Each request for additional time off will be considered on an individual basis and subject to approval by the Company. Funeral leave is considered approved time off before or after a holiday and therefore would still allow for a paid holiday if off

for this reason on the day before or day after.

**Section 3.** If the death occurs just before or during an employee's scheduled PTO Bank absence, he/she will be allowed, for the purpose of making funeral arrangements or attending the funeral, the number of days off with pay which he/she would have been allowed under this Section if he/she had been working, provided he/she promptly notifies designated departmental management of the death. To the extent that such days off occur on scheduled PTO Bank days, he/she will be permitted to reschedule those PTO Bank days and ensuing PTO Bank days off during the scheduled PTO period.

**Section 4.** Arrangements for such necessary absences shall be made in advance with the person who has been designated by departmental management to authorize such absences.

## **ARTICLE XVII – WAGES AND INCENTIVE**

**Section 1.** The Classification of Positions and Schedule of Rates attached hereto as Exhibit I shall be in force and effect during the term of this Agreement and any renewal thereof.

**Section 2.** Effective September 11, 2016, a premium of \$ 1.50 per hour shall be added to the regular rate of pay when an employee works under the job classifications of:

- ◆ Associate Customer Consultant – Inbound Bilingual
- ◆ Associate Customer Consultant – Inbound After 4 Months Bilingual
- ◆ Customer Consultant – Inbound Bilingual
- ◆ Customer Consultant – Inbound Over 2 Years Bilingual
- ◆ Senior Customer Consultant – Inbound Bilingual

**Section 3.** An employee who is temporarily required to work in a higher paid classification (for example, in relief of another employee or because of fluctuation in the work load) will receive the higher rate of pay for hours actual worked in the higher paid classification, except the employee will also receive the higher rate of pay for a holiday when he/she actually works in the higher paid classification on his/her last scheduled before the holiday and first scheduled day after the holiday. However, if the employee continues to work in the higher paid classification for sixty (60) consecutive calendar days, with no absence from work on a scheduled workday for any reason whatsoever (for example, PTO Bank

Absence, death in the family, jury duty, and sickness), and is then regressed to a lower paid classification, he/she shall continue to receive the higher rate of pay for hours worked and absent time allowed during the first thirty (30) calendar days following the date on which he/she was regressed (the “carry-over period”), if otherwise eligible.

**Section 4.** In addition, both parties agree to continue the existing 2016 Annual Incentive Plan through December 31, 2016. Effective January 1, 2017, the parties agree to implement an incentive pay plan for all Customer Consultant-Inbound employees for achievement of performance metrics. Annual payouts for the incentive pay plan will be:

- \$1,500 – Exceeds Expectations
- \$750 – Meets Expectations
- 0 – Does Not Meet Expectations

- (a) Awards will be paid no later than March 15 following the Plan Year in which the award was earned and paid in cash, subject to tax withholdings. Awards are adjusted to account for overtime worked by non-exempt employees as required by law.
- (b) Awards will be pro-rated for Consultants hired during the Plan Year, based on months of employment.
  - Example – hired October 15<sup>th</sup>, proration is 3/12’s of payment amount.
- (c) Payout amount is based on performance metrics starting after 6 months of employment.
- (d) Payout will be a proration of Meets Expectations amount if less than 60 days of available performance metrics within the calendar year.

**Section 5.** Employees who transfer to a position covered by a separate incentive plan or terminate employment during the year due to disability or death remain eligible for a pro-rated award for that year. Employees who terminate employment for any other reason, including voluntary or involuntary termination are not eligible for any portion of a Plan award paid in the subsequent year.

## **ARTICLE XVIII – OVERTIME ASSIGNMENT**

**Section 1.** Daily overtime opportunities needed to extend work during a regular shift (i.e. continuation of shift overtime) will be offered to the most senior qualified employees assigned to those shifts for that day. Should no employee volunteer for the daily overtime opportunity, mandatory overtime will be assigned to

the least senior qualified employees performing work during the regular shift.

For the purposes of continuation of shift overtime, separate classifications will be combined into one seniority list for opportunity polling.

**Section 2.** Non-continuous overtime opportunities (extra shifts, full or partial days) will be offered to all qualified employees not already scheduled to work the needed shift. An employee scheduled for non-continuous overtime outside of his/her regular work schedule shall be provided with a minimum of four hours work. The company will provide notification of mandatory overtime assignments by 1 P.M two business days prior to the day of when the overtime is scheduled.

- (a) Assignments will be applied by lowest overtime hours worked based on departmental overtime reports that are generated near the start of every month. Should no employee volunteer for the extra shift/day overtime opportunity, mandatory overtime will be assigned to the least senior qualified employees not already scheduled.
- (b) For the purposes of non-continuous overtime opportunities, bilingual employees may be considered a separate job classification at the Company's discretion, based on the work to be assigned.

## **ARTICLE XIX - PERFORMANCE METRICS**

The Company has the right to set metrics and measure the performance of employees. In order to provide the employee feedback and specific individual results, the Company will regularly meet with employees to discuss their individual performance. The Company will notify the Union Executive Board (6) months in advance of any changes to the metrics, including the weighting of metrics or the metric rating scales. Employees who fail to meet expectations will receive corrective actions as follows.

### **Corrective Action Schedule**

- 1. 1st month with an average rating of < 2 in a rolling 12 month window = coaching
- 2. 2nd month with an average rating of < 2 in a rolling 12 month window = verbal warning
- 3. 3rd month with an average rating of < 2 in a rolling 12 month window = written warning

4. 4th month with an average rating of < 2 in a rolling 12 month window = 3 day unpaid layoff
5. 5th month with an average rating of < 2 in a rolling 12 month window = discharge

## **ARTICLE XX - DRUG AND ALCOHOL TESTING**

All members of the UWUA Gas Workers Union Local 18007(C) bargaining unit will be subject to the Company's policy related to Alcohol and other Drug Use (and related procedures), as amended from time to time, including the requirement to be part of a random drug and alcohol testing pool to the extent permitted by state law.

1. When reasonable suspicion exists to believe that an employee may be using illegal drugs or under the influence of alcohol, the employee will be required to submit to testing. Any employee who refuses to submit to a testing procedure or who refuses to provide a urine or breath sample will be subject to severe disciplinary action up to and including termination of employment.
2. Employees who self-disclose an alcohol and/or substance abuse problem prior to notification of a required drug or alcohol test will not be disciplined, however, the employee will be required to participate in and successfully complete a rehabilitation program before being allowed to return to work.
3. Any employee determined to be using, possessing, distributing, selling, or under the influence of alcohol during the span of any working period (including lunch or other break periods, whether paid or unpaid), or while on Company property, or while operating or riding in a Company vehicle will be subject to severe disciplinary action up to and including termination of employment. For purposes of this section, "under the influence of alcohol" means having a breath alcohol concentration of .04 or greater as indicated by a confirmed positive test result of a breath sample using an intoxilyzer.
4. Any employee determined to be using, possessing, distributing, buying, selling, manufacturing, or under the influence of any illegal drug during the span of any working period (including lunch or other break periods, whether paid or unpaid), or while on Company property, or while operating or riding in a Company vehicle shall be terminated from employment. For purposes of this section "under the influence of an illegal drug" means having a confirmed positive test result as defined under prescribed cut-off limits based on levels set for Department of Transportation guidelines for illegal drugs or drug

metabolites. Marijuana is considered to be an illegal drug under this policy, even if authorized or prescribed for possession or use pursuant to a state law.

5. Any employee involved in an accident and who seeks or requires medical attention within 24 hours of when the accident occurs will be required to take a post-accident (post-injury) alcohol and drug test. An employee whose performance may have caused an accident or injury to a third party (such as a co-worker or a member of the public) will be required to take an alcohol and drug test. In addition to the above situations, and similar to Federal Motor Carrier Safety Administration (FMCSA) requirements, an employee in a vehicle accident while driving during company time will take an alcohol or drug test under the following conditions:
  - a. If there is a loss of life due to a vehicle accident.
  - b. If, due to a vehicle accident, a traffic citation is issued and there is an injury requiring emergency transportation of the injured to a medical facility.
  - c. If, due to a vehicle accident, a traffic citation is issued and any vehicle is disabled and requires a tow to be removed from the accident scene.
6. The Union reserves the right to grieve the discipline imposed by the Company for violations of the Alcohol and Other Drug Use Policy.

## **ARTICLE XXI – MANAGEMENT RIGHTS**

Except as expressly limited in this Agreement, the management of the Company and the direction of the working forces covered herein, including the determination of the adequacy of supervision, the right to hire, suspend, discharge for proper cause, discipline, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, shall continue to be vested in the Company. However, the Union may exercise its right to present grievances in accordance with Article VI for claimed wrongful suspensions, discharges, discipline, demotions, transfers, layoffs, or promotions within the unit.

The Company shall have the right to plan and direct the workforce including the right to determine how many persons it will employ or retain, the work they shall perform, the manner in which the employees shall do their work, and the structure of the organization, including the right to manage its property and to subcontract work. When and in such manner as it deems advisable to do so, the Company has the right to establish, modify, publish and enforce reasonable rules relating to discipline, operations, safety and any other business-related concern.

The Company does not by the Agreement waive any rights, legal or equitable, which it would otherwise have except as specifically provided for in this Agreement.

## **ARTICLE XXII – MAINTENANCE OF BENEFITS**

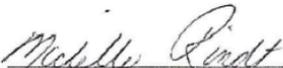
The Company agrees that wages, hours and working conditions are mandatory subjects of bargaining. The Union agrees that the Company may make reasonable changes to policies and work rules so long as they do not impact mandatory subjects of bargaining. Expressly excluded in this agreement are vendor, administrative, and economical and financial management changes which may be made by the Company so long as they not impact the level of each benefit program. The Company will commit to communicating/notifying changes in advance of them being made.

Any disputes under these provisions will be resolved under Article VI of the Labor Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in duplicate by their officers thereunto duly authorized all on the day and year first above written.

THE PEOPLES GAS LIGHT AND COKE  
COMPANY

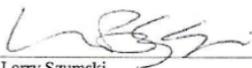
GAS WORKERS UNION: LOCAL 18007,  
U.W.U.A., AFL-CIO



Michelle Rindt  
*Vice President, Customer Engagement & Satisfaction*



Timothy Jaroch  
*President*



Larry Szumski  
*Director, Customer Service Integration & Transformation*



Richard Passarelli  
*Business Manager*



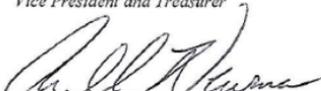
Charles H. Wagner  
*Manager, HR Business Strategy*



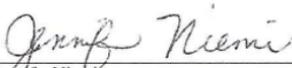
Adrian Dueñas  
*Vice President and Treasurer*



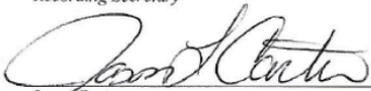
Eugene Saban  
*Manager, Residential Customer Care Center*



Arnell Newman  
*Recording Secretary*



Jennifer Niemi  
*Principal HR Consultant*



Jason Carter  
*Senior Trustee*



Brian Murray  
*Trustee*



Donato Iocco  
*Trustee*

# **EXHIBIT I**

## **CLASSIFICATION OF POSITIONS**

**and**

## **SCHEDULE OF RATES**

August 1, 2018	2.70%
August 1, 2019	2.80%
August 1, 2020	2.90%

**Exhibit 1**  
**Inbound Customer Care Center**

<b>Classification</b>	<b>Regular Hourly Rate</b>		
	<b>Effective 8/1/2018</b>	<b>Effective 8/1/2019</b>	<b>Effective 8/1/2020</b>
Senior Customer Consultant – Inbound	22.66	23.29	23.97
Senior Customer Consultant – Inbound; Bilingual – Spanish (a)	22.66	23.29	23.97
Customer Consultant – Inbound Over 2 Years	20.60	21.18	21.79
Customer Consultant – Inbound Over 2 Years; Bilingual – Spanish (a)	20.60	21.18	21.79
Customer Consultant – Inbound	19.83	20.39	20.98
Customer Consultant – Inbound; Bilingual – Spanish (a)	19.83	20.39	20.98
Associate Customer Consultant – Inbound After 4 Months	19.57	20.12	20.70
Associate Customer Consultant – Inbound After 4 Months; Bilingual – Spanish (a)	19.57	20.12	20.70
Associate Customer Consultant – Inbound	19.32	19.86	20.44
Associate Customer Consultant – Inbound; Bilingual – Spanish (a)	19.32	19.86	20.44

(a) Employees in this classification are paid an additional premium of \$1.50 an hour as noted in Article XVI.

## **APPENDIX I- ATTENDANCE GUIDELINES**

Timely and regular attendance is an expectation of performance for all employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, employees will be held accountable for adhering to their workplace schedule. In the event an employee is unable to meet this expectation, he/she must obtain approval from their supervisor in advance of any requested schedule changes. Departments have discretion to evaluate extraordinary circumstances and determine whether or not to count the incident as an occurrence.

### **1. Unscheduled Absences**

- a. Time off that is not scheduled and approved by one hour before the end of the employee's previous workday is considered unplanned for both regular and/or overtime shifts
- b. Missing more than 30 minutes of their regular and/or overtime shifts is considered unplanned for the purposes of same day requests.
- c. Consecutive days of unscheduled absences are considered one occurrence

### **2. Arriving Late or Leaving Early**

- a. This applies to Employees who arrive late or leave early by 30 minutes or less.

### **3. Departmental Notification Procedure**

- a. Employees are expected to follow departmental notification procedures if they miss any, or all, of their scheduled shift including but not limited to; late arrivals, early departures, or missing entire shift.
- b. At the time of notification/call, the employee must notify their supervisor when an absence is due to a documented/approved leave of absence (e.g. Military Leave, FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism.

### **4. Exhausted PTO Bank**

- a. Employees are encouraged to save some PTO for the end of the year to cover unforeseen needs. However, should an employee use all available PTO hours in their bank prior to the end of the calendar year, they may request unpaid absence time. They may or may not be granted the request for time off based on the circumstances cited and

is subject to Management review. Absences taken after PTO has been exhausted will be treated as an unscheduled absence for purposes of the corrective action schedule in Section 4.

- b. The company has the expectation that employees will be at work and available for work except for PTO allotted time off. Employees who continue to request unpaid absence time after exhausting all of their PTO may be subject to progressive corrective action.

5. **Unscheduled Absence Corrective Action Schedule**

- a. 5th Occurrence = verbal warning
- b. 6th Occurrence = written warning
- c. 7<sup>th</sup> Occurrence = 3 day unpaid layoff
- d. 8th Occurrence = discharge for cause

6. **Tardy / Leave Early Corrective Action Schedule**

- a. 5th Occurrence = verbal warning
- b. 6th Occurrence = written warning
- c. 7th Occurrence = 3 day unpaid layoff
- d. 8th Occurrence = discharge for cause

The disciplinary schedules described above refer to the first year an employee has unscheduled occurrences beyond the limit of four (4) in a given schedule. If the employee goes beyond the limit of four (4) in a calendar year, they will continue to be tracked with a rolling twelve (12) month period. Occurrences for those on a rolling twelve month period will be based on the most recent occurrence and subsequent corrective action will be taken for additional occurrences. Employees who have not exceeded 4 occurrences during the twelve (12) month period ending on December 31st will revert to calendar year basis tracking.

## **APPENDIX II - MEMORANDUMS OF UNDERSTANDING**

The Company and Union have agreed to attach the following Memorandums of Understanding and letters of Agreement to the Labor Agreement:

- a. Union Dues Arrears Collection
- b. Customer Call Center Representation

## **LETTER OF AGREEMENT**

### **Peoples Gas Light and Coke Company and Gas Workers Union Local 18007(C) Utilities Workers Union of America, AFL- CIO**

#### **Union Dues Arrears Collection**

The parties agree to discuss and work together to identify ways to address Local 18007(C) members who become in arrears for nonpayment of dues or fees of the Local as established through its by-laws. In addition, the parties will discuss proactive means to provide advance notice of members whose earnings are in jeopardy of discontinuing and therefore potentially effecting deduction of union dues or fees.

## **LETTER OF AGREEMENT**

### **Peoples Gas Light and Coke Company and Gas Workers Union Local 18007(C) Utilities Workers Union of America, AFL- CIO**

#### **Customer Call Center Representation**

In order to provide training and oversight to the Customer Consultant-Inbound Steward responsible for hearing Step 2 grievances according to the Step 2 Grievances Article, the Company agrees over the next 12 months following ratification of this Agreement, to pay for (1) an Executive Board member (assigned by the Business Manager) to participate in the Step 2 grievance hearing along with the employee, Steward, and Department Manager. The Company will pay the additional Executive Board member regular, straight time wages with no premiums, shift differential, or overtime for the time spent traveling and participating in the Step 2 grievance(s). Company payment for the Union Board Member training and oversight will end on July 31, 2019 and will not continue beyond that date without mutual agreement from both parties.

In addition, the Company will pay regular, straight time wages with no premium, shift differential, or overtime for this (1) Executive Board member's time spent participating in Call Center business meetings called for and agreed upon by the Company and Union.