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Title: **Michigan Consolidated Gas Company (MichCon) and Service Employees International Union (SEIU), AFL-CIO, Gas Workers Local 80 (2000)**

K#: **6018**

Employer Name: **Michigan Consolidated Gas Company (MichCon)**

Location: **NY New York**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **80**

SIC: **4911**

NAICS: **221210**

Sector: **P**

Number of Workers: **1000**

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COLLECTIVE BARGAINING AGREEMENT

between

michcon

MICHIGAN CONSOLIDATED GAS COMPANY

Detroit District

and



GAS WORKERS LOCAL #80

SERVICE EMPLOYEES INTERNATIONAL UNION

A.F.L. - C.I.O.

Effective December 3, 2000

#880
w/over 3

K6018

2000 - 2004

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN CONSOLIDATED

GAS COMPANY

(Detroit District)

and

K.
12/2/04

GAS WORKERS LOCAL #80

SERVICE EMPLOYEES

INTERNATIONAL UNION

AFL-CIO

Effective December 3, 2000

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PREAMBLE

THIS AGREEMENT entered into as of this 3rd of December, 2000* between MICHIGAN CONSOLIDATED GAS COMPANY, Detroit District, or its successors or assigns, hereinafter referred to as the "Company," of Detroit, Michigan, and the GAS WORKERS LOCAL No. 80, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, or its successors or assigns hereinafter referred to as the "Union":

SUCCESSOR CLAUSE

This Agreement entered into as of this 3rd day of December, 2000* between MICHIGAN CONSOLIDATED GAS COMPANY, Detroit District, or its successors or assigns, hereinafter referred to as the "Company," of Detroit, Michigan, and the GAS WORKERS LOCAL No. 80, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, or its successors or assigns hereinafter referred to as the "Union."

- (1) Internal Sale or Transfer – In the event the Company changes ownership of all or a part (i.e., a part employing permanent, full-time bargaining unit employees) of its existing corporate operations by the sale or transfer of such operations to an existing or a newly created subsidiary or corporate affiliate, the applicable Collective Bargaining Agreements shall be binding on any such subsidiary or affiliate.
- (2) External Sale of Transfer – In the event the Company sells, or otherwise divests itself of all or a part (i.e., a part employing permanent, full-time bargaining unit employees) of its corporate operations in any transaction where the collective bargaining agent and the rights of union represented employees are or may be affected, the transaction will be conditioned on the purchasing entity agreeing to recognition of Local #80 and, at a minimum, assumption of the arbitration, seniority, job retention, wage, benefit and pension provisions of the then existing Collective Bargaining Agreements. Such purchaser and the Union will negotiate to retain and/or modify other existing applicable Agreement provisions, and any other matters appropriate for such negotiations. Any disputes regarding which terms, if any, of such Collective

*The underlined portions of this Agreement reflect changes in wording from the prior Agreement.

ARTICLE I

Bargaining Agreements are not applicable must be resolved between the Union and the new or restructured entity by arbitration. It is the intention of the Company and the Union that such disputes be resolved expeditiously. Prior to closing, the Company will furnish Local #80 a minimum of 60 days notice of any transaction covered by the provisions of (1) and (2) above.

- (3) Duration of Successor Agreement Selection – This Successor Agreement Clause does not diminish the wages, hours working or other conditions of employment under existing or successor collective bargaining agreements. Also, this Successor Agreement Clause does not alter the rights and responsibilities of the parties in negotiations for successor collective bargaining agreements, except that the provisions of this clause will continue in effect until January 1, 2008, unless changed by mutual agreement.

ARTICLE I

- (1) **Recognition of Nature of Company's Business** – The parties hereto recognize that the Company is a public utility, engaged in the business of the distribution of gas in Detroit and its environs; that it has the public obligation to operate efficiently and economically and to maintain adequate and continuous service; that its source of income lies solely in the rates which it charges for this service, and that increases in rates to meet increased expenditures for wages or for other causes are difficult and frequently impossible to obtain as the Company is unable to increase gas rates without permission or approval by the Michigan Public Service Commission.
- (2) **Purpose of This Agreement** – The purpose of this Agreement is to provide orderly relations between the Company and the Union, and it is recognized that in order to achieve this purpose the Company and the Union have certain responsibilities.
- (3) **Company's Responsibilities** – The management of the Company's operations and the direction of the working force remain the sole and exclusive rights and responsibilities of the Company; including, for example, the authority to hire, promote, suspend and discipline employees; to discharge employees for cause and to discharge probationers as outlined under Article XVII, (1); to adjust the working force; to determine the extent and

schedule of its operations; and to introduce new or improved methods and processes or facilities. The Company agrees that it will notify the Union, for information purposes only, of changes in departmental operations, methods, processes or facilities which permanently increase or decrease the working force or which create the need for skills not covered by the then present classifications, and it will discuss with the Union modifications in classification to include the needed skills. In exercising its management responsibilities, the Company will comply with the terms and conditions of this Agreement and will not discriminate against any member of the Union.

- (4) **Personnel Policies, Work Rules and Regulations – Personnel policies, work rules and regulations (hereinafter “work rules”) previously adopted by the Employer and not inconsistent with the provisions of this Agreement shall continue in effect. The Employer retains the right to make reasonable modifications of such work rules and to adopt reasonable new work rules, but no such modifications shall be made and no such new work rules or modifications shall be adopted without prior written notice to the Union and for thirty (30) calendar days after such written notice during which time the Union shall have the right to negotiate the matter if it so desires. In the event the matter is not resolved through negotiation and the Union contends that any such new work rule or modified work rule is unreasonable; it may file a grievance. In the event a grievance is filed by the Union, the grievance will automatically move to arbitration. (See Letter #22). After the said thirty (30) day negotiation period, the Company shall have the right to institute the new work rule or modification of an existing work rule.**
- (5) **Union’s Responsibilities** – The Union agrees that it will do everything within its power to cause the employees covered by this Agreement, individually and collectively, to perform and render loyal and efficient work and service and shall not tolerate featherbedding or take any action which would create any unnecessary work. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agency of the employees covered by this Agreement and will use its influence and best efforts to protect the Company’s property and interests.
- (6) **Safety** – The Company shall continue to make sanitary and healthful provisions for the safety of its employees during the hours of employment, and the employees shall comply with all safety rules established.

ARTICLE I

- (a) The Company and Union will establish a Joint Safety Committee for the purpose of cooperating in the elimination of unsafe conditions and unsafe work practices. The Committee will be comprised of four (4) representatives from the Union and four (4) representatives from the Company; provided, however, the Union shall have the right to bring an additional Safety representative where it is necessary to fully explore particular Safety concerns. The Committee Chairperson will be the Company's representative from the Safety Division who shall preside over all meetings. The meetings can be called by either party, but the Committee shall not meet more than once per month, nor for longer than four (4) hours. The meetings will be held at a mutually agreeable time and place. The Union representatives shall be paid for scheduled hours lost on account of attending such meetings.
- (b) The Committee shall have the authority to determine whether any recommendations will be made to the Company with respect to appropriate matters discussed by the Committee. If it is decided to make a recommendation, such recommendation shall be made to the appropriate Operations Manager. Should an abnormally dangerous working condition arise, the appropriate Union Safety Committee representative may, after consultation with supervision, contact the Chairperson of the Safety Committee to review the condition.
- (c) Should an employee working alone in the field become apprehensive of his or her safety in the course of his or her work, the employee will immediately notify the Dispatch Board of his or her concern and of the reasons therefore. Supervisory personnel will determine whether the employee should attempt to execute the work order or leave the area and defer the work order. In the event supervisory personnel determine that the work order should not be deferred, the employee will be instructed to stand outside of the area and await assistance which will be made available to the employee through his or her immediate supervisor. The supervisor will stand by on the job site until the job is completed if the job cannot be deferred.
- (7) **Training** - To assure employees are trained on the duties within their classification, the Company will conduct an ongoing training program. The training will be offered to employees within their classification and section on a basis of highest departmental seniority. The training will be on an

ongoing basis pending the workload and a sufficient number of employees are available. In no case will the training program be stopped for more than four (4) months.

The parties agreed that for new work the criteria for the selection process for training will be determined by the Union leadership and the Company.

Training Agreement

The Company and the Union will establish a training committee that will develop a training program for New Hires, Transferees. The training committee will also look at the training needs for the incumbent employees and identify the types of work in Distribution that can safely be performed by one person.

Transportation for Employees Reassigned to the Training Center

Employees who report to work at their normal work locations and are reassigned to the Training Center will be provided with transportation. In all other cases, employees assigned to report to the Training Center will be required to report to the Training Center at their regular starting time, with his or her own transportation, with no reimbursement for travel or overtime.

- (8) **No Strike** – The Union will not, during the period of this Agreement, cause or permit its members to cause, nor will any member of the Union take part in any sit-down, slow-down or stay-in strike or other stoppage or curtailment of the Company's operations by any means.
- (9) **Non-Discrimination** – The Company's employment policies and practices and the Union's membership policies and practices do not, and will not, in the future discriminate on the grounds of race, creed, religion, color, sex, sexual orientation, age, national origin, veteran's status or non-job related disabilities. The Company will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, age, national origin, veteran's status or non-job related disabilities, and the Union will not discriminate against any member or applicant for membership by reason of race, color, creed, religion, sex, sexual orientation, age or national origin, veteran's status or non-job related disabilities.

ARTICLE II

- (1) **Recognition of Union** – The Company agrees to recognize the Union as the sole collective bargaining agency for all of its employees classified under the Classification of Work and Wages, forming a part hereof, in the Customer Service Department, Distribution Operations, Meter Reading, Metering, Property Operation and Maintenance, Property Maintenance Operations, Field Service Operations, Stock and Transportation Departments or Divisions of its Detroit District, for the purpose of deciding any disputes which may arise concerning wage rates, working conditions, hours, dismissals or discriminations. All of the aforementioned departments and divisions are hereinafter called and referred to as "departments" in this Collective Bargaining Agreement.

- (2) **Union Shop** – As a condition of employment, all employees who are members of the Union on the effective date of this Agreement shall maintain their membership in the Union in good standing for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and all employees represented by the Union who are not members of the Union on, or who are hired after, the effective date of this Agreement shall be members of the Union on the thirtieth (30th) day following the effective date of this Agreement or following the beginning of employment, whichever is later, and shall thereafter maintain their membership in the Union in good standing for the duration of said Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union. The Union shall make membership available to all eligible employees on the same terms and conditions, upon written notice from the Union, that any employee who has not become a member of the Union, as herein required, because of failure to tender the required uniform initiation fee, the Company, upon verification of the charge with the employee, shall forthwith discharge such employee. Upon written notice from the Union that any employee who is, or becomes, a member of the Union as herein required has been suspended from membership by the Union because of failure to pay the required uniform monthly dues, the Company, upon verification of the charge with the employee, shall forthwith suspend such employee from work for a period of thirty (30) days or for such shorter period as the employee's dues remain unpaid.

If the employee's dues are not paid within such thirty (30) day period, the Union shall so notify the Company in writing, and thereupon the Company, upon verification of the charge with the employee, shall forthwith discharge such employee. If the Company and the Union are not in agreement on any action taken under the provisions of this paragraph, the matter shall be arbitrated as hereinafter provided for in Article XIII, paragraph (3), Step D.

- (3) **Dues Check-Off** – The Company shall deduct the initiation fee, if any, and uniform monthly dues of the Union from the wages of employees who are members of the Union and for whom the Company has on file a valid unrevoked check-off authorization. The initiation fee shall be deducted from the wages that are payable to such employees on the first biweekly payday of the month of which wages are due them, immediately following the month in which the Company receives authorization herein mentioned. Commencing with the calendar month immediately following the calendar month in which the Company receives the aforementioned check-off authorization, and continuing thereafter so long as the above-mentioned check-off authorization remains in full force and effect, deduction of the monthly dues shall be made in two (2) equal, or approximately equal, biweekly installments from the wages that are payable to such employees on the first two (2) pay periods of each such month.

If the monthly dues of an employee, or any biweekly installment thereof, are not deducted in any particular week or month, the Company shall make such deduction on succeeding paydays thereafter from the wages that are payable to such employee so long as the above-mentioned check-off authorization remains in full force and effect; provided, however, the Company shall have no responsibility for the collection of an employee's Union dues which have accrued or become payable during the time such employee is on the "inactive payroll" pursuant to paragraph (9), (iii) of the Article V. The amount of the monthly Union dues to be deducted from such wages shall be certified to the Company in writing from time to time by the secretary-treasurer of the Union, and the responsibility of the Company for making deductions for such dues shall be limited to the amount so certified. All initiation fees and Union dues deducted by the Company each month shall be forwarded to the secretary-treasurer of the Union within ten (10) days after the deduction is made.

- (4) **Employee's Written Authorization for Payroll Deductions** – Each

ARTICLE II

employee desiring to have the Company deduct the initiation fee and/or monthly dues of the Union from his or her wages, as hereinabove provided, shall furnish the Company with a written authorization to do so, prior to the end of the pay period preceding the first payday of the month during which the authorization will become effective, in the following language:

"I, _____, Payroll No. _____ do hereby authorize and instruct Michigan Consolidated Gas Company (hereinafter referred to as the "Company") to deduct the sum of _____ Dollars (\$_____) from the wages that will be payable to me on the first payday of the month in which the Company receives this authorization, said sum being the initiation fee of Gas Workers Local #80, Service Employees International Union, AFL-CIO, (hereinafter referred to as the "Union").

Commencing with the calendar month immediately following the calendar month in which the Company receives this authorization, I further authorize and instruct the Company to deduct in two (2) equal, or approximately equal, biweekly installments from the wages that are payable to me on the first two (2) biweekly paydays of each calendar month, the monthly dues of the Union, the amount of which shall be certified in writing to the Company from time to time by the secretary-treasurer of the Union. If monthly dues, or any installment thereof, are not deducted in any particular week or month, I authorize and instruct the Company to deduct such dues on succeeding paydays thereafter from the wages that are payable to me.

All monies deducted pursuant to this authorization shall be remitted by the Company biweekly to the secretary-treasurer of the Union.

This authorization shall be irrevocable for the period of one (1) year from the date of delivery hereof to the Company and shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, during the life of the current and succeeding Collective Bargaining Agreements, provided that this authorization may be revoked and terminated by me at the expiration of any one (1) year period or at the expiration of any Collective Bargaining Agreement between the Company and the Union by written notice given by me to the Company not more than twenty (20) days and not less than ten (10) days prior to the expiration of any such one (1) year period or Collective Bargaining Agreement.

Date _____

Processed:

Date _____

Secretary-Treasurer

Gas Workers Local #80

Service Employees International Union, AFL-CIO

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; provided, however, that such employee shall, as a condition of his or her employment, in lieu of the payment of periodic dues and initiation fees to the Union, pay sums equal to such dues and initiation fees to any of the following non-religious charitable funds, which are exempt from taxation under Section 501(c)(3) of Title 26 of the International Revenue Code:

1. American Cancer Society;
2. American Heart Association, Inc.;
3. United Cerebral Palsy

Pursuant to Article II, (3), the Company shall remit the periodical dues and initiation fees to the Union whose responsibility it will be to forward the appropriate amounts to the aforementioned non-religious charitable organizations for such employees who exercise the option set forth above.

It is further understood if such employees who hold conscientious objections of joining or financially supporting labor organizations request the Union to use the grievance-arbitration procedure on his or her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure. It is expressly agreed that any such employee holding conscientious objections to joining or financially supporting labor organizations, who requests the Union to use the grievance-arbitration procedure on his or her behalf, shall be requested to pay to the Union the reasonable costs of the arbitration proceedings in advance. The Union, prior to the inception

ARTICLE II

of the grievance procedure and also prior to beginning the arbitration procedure, shall advise the grievant, in writing, of the reasonable costs of using such procedure and shall have no obligation to proceed on behalf of the employee prior to receiving the full payment of such costs. Moreover, should the costs of the grievance-arbitration procedure exceed the Union's estimate of the reasonable costs, the employee shall be thereafter liable for any such difference.

Further, it is understood that the Union shall have the responsibility for collecting any of the above mentioned charges assessed to employees for use of the grievance and/or arbitration procedures.

In all other respects the existing agreement between the undersigned parties shall remain in full force and effect.

The Company will maintain a voluntary C.O.P.E. and P.A.C. Fund check-off for bargaining unit employees.

- (5) **Non-Discrimination** – There shall be no discrimination, interference, restraints or coercion by the Company or any of its agents against members of the Union because of membership therein.
- (6) **Union Activities** – The Union agrees that its officers, representatives, and members will not solicit memberships nor engage in Union activities on Company time, except as provided herein, and that its officers, representatives, and members will not intimidate or coerce employees in any manner at any time.
- (a) An employee's departmental representative and the Union Vice President in charge of grievances or an alternative officer shall be allowed time off, without loss of pay, during their scheduled work hours, for the purpose of investigating the employee's difference or processing his or her grievance, subject to the following conditions:
- (i) They shall report to their immediate supervisors who shall be informed of the reason for the meeting or meetings, with whom, when, and where held, and what time they expect to return to their regular assignments;
 - (ii) They shall receive a clearance from the supervisor of the employee whom they plan to contact; and

- (iii) They shall report to their immediate supervisors at the conclusion of such meeting or meetings.
 - (b) In addition, Union officers, grievance committee members, and departmental representatives shall be allowed time off, without loss of pay, during their scheduled work hours, for the purpose of attending grievance meetings at which their presence is required by the grievance procedure, for the purpose of attending meetings with the Company, and for such other purposes as may be mutually agreed upon. No absence with pay will be permitted under this paragraph for the attendance of funerals or for the visiting of funeral homes.
 - (c) Except as provided above, no absence with pay will be permitted for Union activities. Absence without pay for Union activities may be permitted subject to the following conditions:
 - (i) It will not interfere with the operation of the Company's business; and
 - (ii) With respect to any one (1) absence in excess of ten (10) scheduled working days, reasonable advance written notice is presented by the Union President to the Director of Labor Relations prior to the commencement of such absence.
 - (d) Union activities are defined as any activities involving Union officers, grievance committee members or departmental representatives other than those at which an authorized representative of the Company is present.
- (7) **Supervisory Work** – Supervisory, technical or confidential employees may be assigned to the inspection of contract work on new main installations provided that the Company shall also assign one employee from the bargaining unit to the same job or jobs. In addition, supervisory, technical or confidential employees may perform work normally assigned to members of the bargaining unit when it is for the purpose of instructing employees within the bargaining unit, or during periods of emergency, or when the work is associated with such supervisory, technical, or confidential employees' regular assignments, except that in the latter case, the time involved shall not exceed 20 percent of the workday. It is expressly agreed that the foregoing provisions of this paragraph shall not be construed to limit the clerical work which is now performed by the Station Clerks, now employed by the Company, or their successors, nor prohibit the performance of such

ARTICLE II

work by additional Station Clerks who may be assigned to any new station.

- (8) **Number of Representatives** – It is agreed that departmental representatives of the Union will be limited to **one hundred and ten (110)** and, along with the President, two (2) Vice-Presidents and Secretary-Treasurer, shall have top seniority rights as provided in Article III, paragraph (7); Article XII, paragraph (7); Article XI, paragraph (4)(b); Article XI, paragraph (5); and Article XI, paragraph (6)(c). The Union shall provide the Company with a list of such Union officers and departmental representatives.

The Union acknowledges the importance of exercising its discretion to select and assign department representatives so as not to interfere with the successful operations of the business, and to otherwise work with operation leaders to minimize the number of departmental representatives involved in meetings or special projects.

- (9) **Union Officer Pay/Coverage** – The parties have agreed that effective with 1994 elections for Local #80, the Company will henceforth only pay for four (4) Union officers. Thereafter, the Company will provide coverage at the Company's expense, when one of the four (4) remaining officers is absent due to scheduled vacation.

ARTICLE III

- (1) **Normal Scheduled Workweek** – The normal scheduled workday shall be eight (8) hours, and the normal scheduled workweek shall be forty (40) hours; provided, however, that in a week in which an idle holiday occurs, the normal scheduled workweek shall be forty (40) hours less the number of hours for which an employee will receive "holiday pay" under Article V, (5) hereof. No employee will be scheduled to work a holiday as part of their regularly scheduled forty (40) hour workweek. A schedule will be posted on the third (3rd) day preceding the beginning of the workweek, informing employees of their day or days off during the week. The Field Service Operations Department will post a tentative "Holiday Work Schedule" one (1) month in advance of each Company approved holiday. So far as possible, the days off will be alternated so that, if he or she desires, each employee will receive the benefits of Saturday and Sunday off when his or her turn comes.
- (2) **Distribution of Overtime** – Both parties recognize that in cases of emergencies and seasonal changes in demand, employees may be required to work in excess of their scheduled hours. Such work shall be distributed equitably, in a systematic manner within each department, among employees qualified to do the work.
- (3) **Work Hour Limitation** – No employee will be required to work more than sixteen (16) consecutive hours (exclusive of non-paid eating time) unless agreed to by the employee.
- (4) **Make-Up Time** – Whenever possible, and whenever there is work to be done in his or her department and location, an opportunity will be given an employee, upon request, within the current workweek, to make up time lost due to justifiable absence, provided that supervision has approved the intended absence, and if the work is normally performed under direct supervision, such supervision is in attendance. In such case, pay for that time will be at regular straight-time hourly rates.
- (5) **Rain Time** – No employee shall be required to lose any scheduled time on account of rain, nor any time when called for planned work outside of the normal workweek schedule. The authority to reassign employees from the work temporarily stopped by rain or other work shall be reserved to the

ARTICLE III

Company. Transportation shall be provided by the Company to and from the location of the reassigned work. Whenever it is imperative to continue work while it is raining, protective clothing shall be provided by the Company.

- (6) **Work Shifts** – It is mutually agreed that, although work shifts should be held to a minimum number, it is the Company's responsibility to determine the need for shift work based on the function of a department or departmental activity and the requirements of the Company's customers. However, prior to any change in shift time or the creating of a new shift by the Company, the need therefore shall be discussed in detail with the Union. If the Union does not agree as to the need for any change in shift time or the creation of a new shift, the matter may be made subject to the grievance procedure hereinafter set forth, provided that the Company may effect such change in shift time or create a new shift pending and subject to the outcome of the grievance procedure.
- (7) **Work Shift Assignment** – Assignment for work on shifts within a department shall be rotated by the Company within a department, by location, among all qualified employees performing work of a similar nature, unless agreed upon between the Company and the Union. At any time during a scheduled workweek, the Company may assign any employee to work non-scheduled hours in lieu of his or her scheduled hours (refer to Article IV, paragraph 1a)) or such portion of the balance of the scheduled workweek as the Company shall designate, provided that the Company shall notify the employee of the change in his or her work hours at least ten (10) hours prior to the time he or she shall be required to commence working such non-scheduled hours and provided that an employee shall not be required to work two (2) consecutive shifts. Qualified employees shall have the privilege of exchanging shift assignments if permission to do so is obtained from their immediate supervisors. The Union officers and departmental representatives referred to in Article II, paragraph (8), shall be excused from working any odd shift unless they request otherwise.
- (8) **Shift Changes for Executive Board Members and Union Representatives** – Executive Board members and representatives can continue to change their own shifts so that they can attend Executive Board and general membership meetings.

ARTICLE IV

- (1) **Premium Pay** – Except as provided in Article IV, (1), c) below and Article III, (4), time and one-half (1-1/2) the employee's regular straight-time hourly rate of pay shall be paid for:
- (a) Work performed by an employee outside of his or her scheduled work hours;
 - (b) Work performed by an employee required to start on Martin Luther King's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, the Day after Thanksgiving;
 - (c) Work performed by an employee scheduled to be started on Saturdays or Sundays, when these days fall within the employee's forty (40) hour work week, employee will be paid at one and one-quarter (1-1/4) the employee's regular straight-time hourly rate of pay.
 - (d) Double time shall be paid for Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day. Double time will only be paid on the actual day of the holiday and not on the date on which the Company celebrates the above holidays as defined in Article V, (5).

In no case will premium compensation be duplicated or pyramided.

- (2) **Shift Differential Pay** – In addition to the straight time-hourly rates established by the Classification of Work and Wages, forming a part thereof, a shift differential for work performed will be paid as follows:
- (a) Effective January 1, 1995, a shift differential of \$0.60 per hour will be paid for all work performed by employees required to be started after 11:59 a.m. and prior to 8:00 p.m.; or
 - (b) A differential of \$0.60 per hour will be paid for all work performed by employees required to be started after 7:59 p.m. and prior to 5:00 a.m.
 - (c) Effective January 1, 1998, shift differential will increase from \$0.60 to \$1.20 per hour Monday through Friday on the second and third shifts and \$1.00 on the second and third shifts, Saturday and Sunday.

ARTICLE IV

- (3) **Call-In Pay** – Employees called in to work and sent home shall receive not less than two (2) hours pay.
- (4) **Paid Eating Time** – When an employee works two (2) hours past the end of his or her first eight (8) hours and must continue working, he or she shall be allowed a one-half (1/2) hour lunch period with no loss of pay. For each additional consecutive four (4) hours, he or she shall be allowed another one-half (1/2) hour lunch period without loss of pay, providing the work must continue.
- (5) **Car Mileage** – When a car mileage allowance is authorized by the IRS, the Company will recognize said allowance in the next available pay period during the term of this contract.
- (6) **Distribution of Paychecks** – On or after June 30, 1996, the Company will distribute paychecks to employee's biweekly on Thursday, after 3:00 p.m.
- (7) **Pay Stub Information** – The Company will provide the following information on an employee's pay stub:
 - (a) hourly contract rate;
 - (b) total wages – current and year-to-date;
 - (c) overtime hours – current and year-to-date;
 - (d) overtime amount – current;
 - (e) F.I.C.A. tax withheld – current and year-to-date;
 - (f) federal tax withheld – current and year-to-date;
 - (g) state income tax withheld – current and year-to-date;
 - (h) local income tax withheld – current and year-to-date;
 - (i) salary deferral – current and year-to-date;
 - (j) unused vacation.

ARTICLE V

- (1) **Vacation Credits/Entitlement** – Vacation credits shall be accrued by an employee at the rate indicated below, for each month worked during the calendar year in which the employee completes the indicated number of years of continuous employment:

ACCRUAL POLICY	
If The Employee's Years of Continuous Service Are:	For Each Month Worked The Employee Shall Accrue:
Less Than 1	10/12 Vacation Credit
1 Through 5	10/12 Vacation Credit
6 Through 14	15/12 Vacation Credit
15 Through 19	20/12 Vacation Credit
20 and Over	25/12 Vacation Credit

The vacation policy as shown below indicates when the accrued vacation days can be taken:

VACATION POLICY	
If The Employee's Years of Continuous Employment Are:	Vacation Days Available During Calendar Year Are:
Less Than 1	As Accrued
1 Through 6	10 Working Days
7 Through 15	15 Working Days
16 Through 20	20 Working Days
21 Through 29	25 Working Days
30 Through 33	26 Working Days
34 and Over	27 Working Days

ARTICLE V

Earned vacation credits for each employee shall be calculated on the basis set forth above (adjusted to the next higher one-half (1/2 day multiple) and shall be established in the calendar year in which earned as of:

- (a) The day in which the employee is laid off, or his or her employment is terminated, or as of the day prior to the day on which the employee retires or is placed on military leave of absence; or
- (b) December 31 of such calendar year for all employees not covered by (a) above.

For an employee whose earned vacation credits are established under (a) above, each such earned vacation credit shall entitle that employee to pay equivalent to the pay he or she would receive for one (1) normal workday at the employee's regular straight time rate and in addition thereto all earned vacation credits due such employee under (b) above, shall also be paid to the employee at the same time and on the same basis. For an employee whose earned vacation credits are established solely under (b) above, each such earned vacation credit shall entitle that employee to one (1) normal workday off with pay at his or her regular straight time rate.

For the purpose of this Article a "month worked" shall be any calendar month in which the employee has worked any time, or for which the employee has received any pay from the Company under any provision of this Agreement, or for which the employee has been authorized by the Company to be absent without pay but not constituting a leave of absence within the provisions of Article V, Part II, (5), Article V, Part IV, (6) and Article V, (10). "Continuous employment" shall be an employee's length of service with the Company uninterrupted by an event that would cause a loss of seniority.

- (2) **Vacation Use** – Earned vacation credits to be taken as time off with pay shall be taken during the twenty (20) month period and ending with the last pay period in August, immediately following the December 31 date on which such credits were established.
- (3) **Vacation Scheduling** – The number of employees in each classification at each location who may be scheduled for vacations during any given work-week shall be determined by the Company. Such determination shall be made consistent with the workload and the Company's obligation to maintain a proper working force in each activity and to provide adequate service to its customers. The Company shall make a reasonable effort to provide

employees an opportunity to take vacations by location and at times desired by them. Vacation periods shall be scheduled pursuant to the foregoing and the following provisions.

- (a) Each year between February 1 and March 10, each employee shall be canvassed by Company seniority and classification group for his or her desired vacation period. Each employee shall submit his or her request within three (3) weeks after being contacted.
- (b) In the event of conflicting requests for vacation periods, priority shall be based on greatest Company seniority.
- (c) An employee who fails to designate a desired vacation schedule within the time requirement set forth in (a) above, shall not be entitled to exercise a priority until after April 1, or after all other employees have been given an equal opportunity to make their selection, whichever shall occur first, and then such priority may be utilized only with respect to the remaining unscheduled vacation periods.
- (d) Vacation scheduling criteria for employees in the Customer Service Department is outlined in Letter #3 located within the Customer Service section of the contract.

(4) Vacation Option Plan (VOP)

(a) Buying Vacation Days

All regular full-time and part-time employees may buy up to five (5) additional vacation days.

Purchased vacation time, like all vacation time, must be scheduled according to departmental operations. If employee does not elect to participate, the employee will retain his/her current vacation eligibility.

Employees will be paid for purchased vacation as it is taken, the same as earned vacation.

If the employee elects to enroll in the VOP (Vacation Option Plan), the purchased days are added to your earned vacation days, but will be considered the second days used after carryover days to avoid forfeiture. The purchased vacation days cannot be carried forward to the next year.

The cost of each vacation day purchased is based on the employee's base salary as of December 31. Salary increases between December 31

ARTICLE V

and the time the employee takes the vacation are not added to the employee's cost. The cost of purchased vacation days will spread over a 26-week biweekly pay period beginning in January.

If the employee purchases vacation days and terminates employment within forty-eight (48) weeks, before all deductions are taken, the balance of the cost of the purchased vacation days will be deducted from the employee's final pay, regardless of actual use.

(b) Pay For Unused Earned Vacation Days

- (i) All regular full-time and regular part-time employees are eligible to be paid for unused earned vacation days (at least three (3) weeks of earned vacation).
- (ii) Employees with three (3) weeks of earned vacation may receive reimbursement from the Company for one (1) to five (5) days of unused vacation. Employees with four (4) or more weeks of earned vacation may receive payment for one (1) to ten (10) days of unused vacation. Only earned vacation which is unused as of the twentieth (20th) month from date of award is subject to this provision.
- (iii) All other vacation days not used at the end of a twenty (20) month period will be forfeited.
- (iv) When the Company pays for unused earned vacation days, the amount is a lump sum distribution in the employee's paycheck. Applicable taxes will be withheld.
- (v) The Company will not pay for unused purchased vacation days. They are forfeited if not used before the last pay period in December or termination of employment.
- (vi) No other changes are being made to the Company's vacation forfeiture policy.

ELIGIBILITY SCHEDULE		
Employee Vacation Eligibility	Purchase Additional Vacation Days	Pay For Earned Unused Vacation
2 Weeks or Less	1-5 Days	-0-
3 Weeks	1-5 Days	1-5 Days
4 Weeks	1-5 Days	1-10 Days
5 Weeks	1-5 Days	1-10 Days

- (5) **Paid Holidays** - With the exception of part-time employees, summer employees and employees with less than ninety (90) days of service, each employee will receive, in addition to any compensation provided for in Article IV hereof for time worked, eight (8) hours straight-time pay for each of the following days: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, December 24, Christmas Day, and December 31. Part-time employees will receive that part of eight (8) hours straight-time pay in the proportion of their normal scheduled workweek bears to a forty (40) hour workweek. Summer employees are not eligible to receive holiday pay. Whenever possible, and if consistent with safe plant operations, employees shall not be required to work on holidays. No employee required to work on a holiday shall be scheduled to take corresponding time off because of having worked on such day. New employees - see Article XVII, paragraph (4)(d).

Holiday Considerations

When the Fourth of July falls on a Saturday, Friday will be considered the holiday. When the Fourth of July falls on a Sunday, Monday will be considered the holiday. When Christmas Eve and Christmas Day, New Year's Eve and New Year's Day fall on a Friday and Saturday, Saturday and Sunday or Sunday and Monday, the Company will celebrate said holidays as follows:

<u>ACTUAL DAY OF HOLIDAY</u>	<u>COMPANY CELEBRATES</u>
Friday and Saturday	Thursday and Friday
Saturday and Sunday	Friday and Monday
Sunday and Monday	Monday and Tuesday

Double time shall be paid on the actual day of the holiday and not on the day on which the Company celebrates the holiday(s).

However, on said Thursday and Tuesday, Field Service Operations will schedule at least 30% of its employees off.

- (6) **Funeral Leave** - An employee will be paid regular straight-time hourly rate of pay when absent during scheduled work hours because of the death of a member of that employee's immediate family: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandfather, grandmother, or grandchild provided:

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- (i) Absence does not exceed three (3) days; and
- (ii) Absence does not extend past the funeral day; except when the deceased is a spouse, child or parent, the employee will be allowed the three (3) days of absence, even though the time off extends past the funeral day.

Exceptions:

- If the burial is out of town beyond 200 miles, an extra one (1) day will be allowed for travel.
 - If an immediate family member dies while an employee is on scheduled vacation, the employee is eligible to receive these benefits instead of using vacation time, provided the employee:
 - notifies the Company prior to the funeral
 - attends the funeral.
 - If the deceased is a stepchild, the employee will be allowed only one (1) day of absence. If the stepchild resides with the employee, three (3) days of absence will be allowed.
- (7) **Jury Duty** – When any full-time employee is required to serve on a jury or as a subpoenaed witness, that employee will be excused from his or her regular duties on the days such employee is required to appear in court. Employees will be paid eight (8) hour's pay at their regular straight-time rate. Effective December 4, 1988, employees will retain the check issued for jury service and/or serving as a subpoenaed witness.
- (8) **Family/Medical Leave** – The Company recognizes its obligations under the Family/Medical Leave Act of 1993. In this regard, the Company has the right to:
- (a) Make payroll deductions for arrears in employee health care premiums if the employee's Family/Medical Leave is unpaid and;
Require an employee on Family/Medical Leave to use all sick hours in the employee's sick bank and all vacation prior to unpaid leave.
- (9) **Leave of Absence** – Except as provided in paragraph 8) herein Family/Medical Leave, an employee having two (2) or more years of service with the Company may be granted a leave of absence for health, recre-

ational or educational reasons for a period not to exceed six (6) months subject to the following conditions:

- (i) No leave shall be granted unless, prior to the date on which the employee proposes to commence such leave, the Company, without additional cost, adding to the work force, or impeding the execution of the workload can make arrangements for replacement by shifting employees who are now on the active payroll and are qualified without further training to do the work of the employee requesting the leave of absence;
- (ii) All earned vacation shall be used before the starting date of the leave;
- (iii) An employee receiving a leave of absence for a period exceeding one (1) month shall be transferred to the inactive payroll effective the date such leave of absence commences and shall thereupon cease to accumulate departmental seniority, vacation credits and sick leave credits. In addition, opportunity for advancement shall be closed, and the employee shall be considered for layoffs to the same extent he or she would be so considered if such employee were on the active payroll;
- (iv) While an employee is on leave of absence and upon termination thereof, his or her rights under the Retirement Plan, Group Life Insurance Plan, the Traditional Medical Plan or Health Maintenance Insurance Plan, Group Dental Plan, Prescription Drug Co-Pay Plan and Surviving Spouse Annuity Plan shall be governed by the provisions of such plans;
- (v) Upon termination of a leave of absence exceeding one (1) month, the employee shall be examined by the Company doctor. In the event the employee is found not physically or mentally qualified to resume the normal duties of his or her classification, the employee need not be reinstated on the active payroll until the disability has been corrected. If such correction is not effected within six (6) months, the employee need not be reinstated. If and when the employee is found so qualified, he or she shall be returned to the active payroll and such employee shall start to accumulate departmental seniority and shall start to accrue, on the basis of his or her length of continuous employment with the Company, uninterrupted by an event that would cause a loss of seniority, vacation credits and sick leave credits as of the first day of the month in which the employee returns to work. Further, such employee shall be entitled to all departmental seniority previously accumulated and all vacation credits and sick leave credits previously accrued and not used;

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- (vi) An employee on a leave of absence shall notify the Company of his or her intentions regarding his or her return to work at least seven (7) days prior to the termination date of such leave. Failure to report on the day following the termination date of such leave shall constitute just cause for discharge. A leave of absence shall not be granted to permit an employee to accept employment elsewhere or to engage in any other business activity, and if an employee accepts employment elsewhere or engages in any other business activity during the employee's leave of absence without the consent of the Company, this action shall constitute just cause for discharge.

(10) Armed Service

During the life of this Agreement, the Company shall, in accordance with its Policy and Procedure No. 323, revised November 1, 1986, make provision for all employees who leave its service for an extended period of time for service in the Armed Forces of the United States.

- (11) ACCIDENT AND SICKNESS PLAN** – The Company has provided for and will continue in effect during the term of this Agreement, an Accident and Sickness Plan, as amended to the date hereof, entitled "Accident and Sickness Plan for Union Employees." The Company reserves the right to contract with a Third Party Administrator to administer the program.

Local # 80 will be notified in writing forty-five days prior to any change in administrators.

**PART I
DEFINITIONS**

- (1) The word "Company" is defined to mean Michigan Consolidated Gas Company.
- (2) The word "employee", as used herein, means a regular, active employee of the Company.
- (3) The phrase "normal scheduled week," as used herein, means a forty (40) hour workweek for full-time employees and such number of hours less than forty (40) during a week as may be designated as the normal scheduled workweek for each part-time employee.

- (4) "Pay" for absences described herein shall mean the payment of benefits, as provided for in the Plan, computed on the basis of the employee's regular straight time rate of pay excluding shift differential, bonuses and other premium pay.
- (5) The word "disability" is defined as mental or physical incapacity of an employee to perform his or her regular job or any other job the Company may offer and which the employee is otherwise qualified to perform.
- (6) The phrase "otherwise qualified to perform," as used herein, means an employee's possession of the necessary educational training, aptitude, ability and personal characteristics which may be required to perform the offered job.
- (7) The phrase "continuous employment," as used herein, means the total of an employee's length of service with the Company, unbroken by
 - (a) Resignation
 - (b) Discharge
 - (c) Retirement
 - (d) A layoff for lack of work for a period resulting in loss of seniority under the provisions of the Collective Bargaining Agreement.
 - (e) Failure to comply with the recall provisions of the Collective Bargaining Agreement.

PART II

NON-OCCUPATIONAL DISABILITY

(1) DEFINITION

A non-occupational disability is defined as a disability which results from disease, illness or accidental injury, mental or physical incapacity, which is not compensable under the Workers Compensation Act of the State of Michigan. Effective July 1, 1998, this disability can be paid according to the Program Design or the disability can be unpaid.

(2) WHO IS ELIGIBLE FOR BENEFITS

An employee who has completed at least three (3) months of continuous employment with the Company shall receive pay as outlined in the Program Design and the Non-Occupational Disability Guidelines. New hires will not be paid for the first twenty-four (24) hours of sick time during their first year of employment.

(3) SCHEDULE OF BENEFITS

The following schedule of benefits outlines the percentage of pay and maximum number of scheduled work hours for which an employee, may receive such pay, provided that, the Company reserves the right to retire an employee under the Permanent and Total Disability provisions of the Retirement Plan prior to the expiration of the benefits under the Accident and Sickness Plan.

PROGRAM DESIGN

Effective January 1, 2001, employees will be paid out of the 100% bank, from the first day of disability, for the first forty (40) hours of sick time. Following the first forty (40) hours of sick time in a calendar year, the employee will be eligible, at the next occurrence, for base pay as outlined in the Non-Occupational Disability Guidelines, after an elimination period of one (1) working day, per incident of disability. If sick time, taken within the first forty (40) hours, continuously extends beyond forty (40) hours, time will be paid according to the Non-Occupational Disability Guidelines, without an elimination period interrupting pay. (Following completion of this disability an elimination day will be required for every disability.) Effective January 1, 2001, leave days will no longer be awarded. Leave days (if awarded from the previous program) and/or vacation days may be used to bridge the elimination period. Voluntary authorized time cannot be used to bridge the elimination period. Paid sick time will be for employee non-occupational disability only. Sick time will be paid from the employees accrued hours, as determined in the Non-Occupational Disability Guidelines. The 100% and 80% bank will be exhausted before an employee is paid out of the 90% bank. Medical documentation will be required if the disability extends beyond three (3) consecutive days. Fifteen days will be allowed for documentation to be submitted by the employees' medical provider, before pay is stopped. If the documentation submitted after pay has been awarded does not support pay, then the amount paid will be collected from the employee through payroll deduction(s). If no documentation is submitted, then the amount paid will be collected from the employee through payroll deduction(s).

Vacation and leave days (if awarded from the previous program), may be used for scheduled and unscheduled personal absences, with supervisory approval. Employees may also use vacation and Leave days (if awarded from the previous program) for scheduled and unscheduled medical absences, without supervisor approval. The employee does not have to use

Leave days or vacation time to bridge the elimination period. Perfect attendance for 1999 and 2000 will be awarded, as prescribed under the Collective Bargaining Agreement, in January of 2001. In the future Leave days will no longer be awarded for perfect attendance. Supervisors will continue to grant authorized voluntary time as work schedules permit. Leave days (if awarded from the previous program) will not be paid out when an employee retires or terminates. Employees may use Leave days prior to retiring.

Current employees will keep the hours they have accrued in their sick banks. The number of hours an employee has accrued in their bank as of January 1, 2001, will be divided between the 100%, 80% and 90% banks, as indicated in the Non-Occupational Disabilities Guidelines chart below. The total number of accrued hours will not be affected. Current employees whose banks total over 2,080 hours will have their banks frozen. If their banks, through usage, dip below 2,080 hours, the growth of their banks will be governed by the Non-Occupational Disability Guidelines listed below:

Non-Occupational Disability Guidelines			
Length of Continuous Employment	Paid at 100%	Scheduled Work Hours Paid at 80%	Scheduled Work Hours Paid at 90%*
3 Months to 1 Year	<u>40</u>	<u>80</u>	<u>0</u>
1 But Less Than 2 Years	<u>40</u>	<u>160</u>	<u>0</u>
2 But Less Than 3 Years	<u>40</u>	<u>240</u>	<u>80</u>
3 But Less Than 4 Years	<u>40</u>	<u>240</u>	<u>280</u>
4 But Less Than 5 Years	<u>40</u>	<u>240</u>	<u>480</u>
5 But Less Than 6 Years	<u>40</u>	<u>240</u>	<u>800</u>
6 But Less Than 7 Years	<u>40</u>	<u>240</u>	<u>1,120</u>
7 But Less Than 8 Years	<u>40</u>	<u>240</u>	<u>1,440</u>
8 But Less Than 9 Years	<u>40</u>	<u>240</u>	<u>1,800</u>
10 Years and Over	<u>40</u>	<u>240</u>	<u>1,800</u>

*Grandfathered hours in excess of above schedule will be paid at 90%.

Banks will be replenished as follows:

Employees will have their 100% bank completely replenished on the first of each year following their qualifying anniversary.

Employees will have the 80% bank completely replenished on the first of each year following their qualifying anniversary.

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Employees will have their 90% banks replenished on the first of each year following their qualifying anniversary. Employees will be entitled to the hours shown above minus the number of hours they used in the previous year.

Employees who use 40 hours or less of coded sick time in a calendar year, shall re-qualify for the maximum period of benefits to which they are entitled under the Non-Occupational Disability Guidelines.

(4) PAY FOR AND DEDUCTION FROM BENEFITS

Pay for and deductions from Benefits due an employee, as set forth in Part II, Section (3), shall be made as a result of each of his or her absences during scheduled hours which are due to non-occupational disability and other medically connected absences. Pay for and deductions from benefits shall be in one-quarter (1/4) hour increments. In determining whether an employee has received benefits for the maximum period to which he or she is entitled under Part II, Section (3), his or her successive periods for non-occupational disability and other medically connected absences for which benefits are paid shall be added together.

(5) UTILIZATION OF BENEFITS

The Company reserves the right to retire an employee under the Permanent and Total Disability provisions of the Retirement Plan prior to the expiration of benefits under the Accident and Sickness Plan.

Employees who have a non-occupational disability after six consecutive months shall be examined by the Company doctor. If in the opinion of the Company doctor the employee will recover and be able to resume his/her *current position*, the employee shall be allowed to continue to use their Accident and Sickness benefits, if any, or be placed on a medical leave of absence for up to fifty-two weeks. After this initial examination, the Company reserves the right to have the Company doctor periodically examine the employee to confirm whether or not the employee is still likely to recover and be able to resume his/her current position.

If after the initial six month exam, or any subsequent examination by the Company doctor, the Company doctor determines that the employee will not recover and be able to resume his/her current position, the employee

shall be allowed to continue to use the employee's Accident and Sickness benefits, if any for up to a total period of six months and/or in the event the employee's Accident and Sickness benefits have expired, he/she shall be placed on a medical leave of absence for up to a total of six months, from the date the results of the Company doctor exam are provided to the Company, in order to give the employee time to try and identify a position within the Company for which he/she is qualified to perform and for which the employee is selected to fill by the Company.

Upon completion of the additional six month period, if the employee has not been selected to fill a position for which they have been determined qualified by the Company, the employee shall be retired under the Permanent and Total Disability provisions of the Retirement Plan if he/she is eligible in accordance with the provisions of the Retirement Plan. If said employee is not eligible for retirement under the Permanent and Total Disability provisions of the Retirement Plan, he/she shall be terminated and receive a Termination Payment. Employees who still have a non-occupational disability after the expiration of his/her benefits, and who have not been retired under the Permanent and Total Disability provisions of the Retirement Plan or been terminated in accordance with the provision of Termination Payments, as defined under this provision an employee shall be placed on a medical leave of absence.

An employee shall not receive any compensation while on medical leave of absence and shall be paid in full for any and all unused, earned and accrued vacation credits due to him/her before being placed on such leave. While an employee is on a medical leave of absence and upon termination thereof, his/her rights under the Retirement Plan, Group Life Insurance Plan, Traditional Medical Plan or HMO, Group Dental Plan, Prescription Drug, and Surviving Spouse Annuity Benefit shall be governed by the provisions of such plans.

Should a doctor of the employee's choice dispute the Company doctor's opinion of the recovery or expected recovery time, the employee shall be examined by a health care provider who has been mutually agreed upon and such provider shall make the final determination of the employee's recovery and ability to resume their current position. The cost of examination by such medical staff and transportation costs to and from such hospital for these examinations shall be born by the Company.

ARTICLE V

(6) TERMINATION PAYMENTS

The number of hours pay for termination payment shall be fixed as of the first day of the period of absence in which an employee's benefits under Part II expire.

<u>Length Of Continuous Employment</u>	<u>Number of Hours Payment For Termination</u>
6 Months to 1 Year	174
1 But Less Than 2 Years	348
2 But Less Than 3 Years	522
3 But Less Than 4 Years	696
4 But Less Than 5 Years	870
5 But Less Than 6 Years	1044
6 But Less Than 7 Years	1218

(7) MEDICAL EXAMINATION

The Company reserves the right to require that an employee returning from a non-occupational disability be examined by the Company doctor on Company time and at Company expense and his determination shall govern whether or not the employee is medically able to return to work.

(8) VACATION RESCHEDULING

If an employee incurs a non-occupational disability and notified his/her supervisor of such disability prior to the normal starting time for the next succeeding workweek, or prior to the start of his/her shift if the disability resulted in hospitalization, any vacation for which such employee may be scheduled during such workweek and contiguous succeeding weeks shall be rescheduled at a later date and his/her benefits shall be payable under this Plan. If the disability occurs while the employee is on vacation or if he/she fails to notify his/her supervisor as required above, the rescheduled vacation days for that week shall be charged as vacation and no insurance benefits under this Plan shall be payable for such days.

(9) GROUP INSURANCE PLANS

While an employee is on disability, his/her coverage and payroll deductions, if applicable, for hospital-medical-surgical coverage, dental cover-

age, prescription drug co-pay plan, Surviving Spouse Annuity coverage and Group Life Insurance Plan shall remain in full force and effect. If, during this period of his/her absence due to disability, he or she shall become eligible for an increase in such coverage or benefits, such an increase will be made available to him/her subject to the underwriting practices of the carrier involved.

(10) RETIREMENT PLAN

While an employee is on disability his/her rights under the Retirement Plan shall be governed by the provisions of such Plan.

(11) RULES FOR EMPLOYEES

For each incident of non-occupational disability involved, if an employee fails to observe any other following rules, the Company may deny all or part of the non-occupational disability benefits otherwise payable under this Plan for such incident and may, unless required under the Family and Medical Leave Act of 1993, deny all or part of the medical leave of absence:

- (a) Notify the Company as soon as possible in all cases involving such disabilities and, if possible, on the first day of such disability.
- (b) Give the Company full and correct information, to the best of the employee's ability, regarding the disability and furnish medical certificates from the attending physician, when requested by the Company.
- (c) Take proper care of themselves and, when needed, provide themselves with adequate medical attention at the employees expense.
- (d) Follow the recommendations as to care and treatment made by attending physician.
- (e) Submit to such physical examinations by the Company doctor as the doctor may deem necessary in cases of absences in excess of seven (7) calendar days or in cases of chronic user of Plan insurance benefits regardless of length of absence.

(12) DENIAL OF BENEFITS

In case of disability due to the use of intoxicants, the unauthorized use of narcotics, engaging in criminal acts, intentional imposed self-injury, future

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service in the armed forces, willful misconduct or any disability incurred as a result of self-employment or employment by other than the Company, non rights shall exist to benefits under this Plan.

(13) COMPANY INVESTIGATION

In addition to other rights reserved to the Company in this Plan, the Company may investigate any case of reported disability and may, after prior written notice, require a statement from a doctor legally licensed to practice medicine in the State of Michigan, as to the nature and extent of all absence thereafter occurring at any time due to non-occupational disability. Such a written notice shall cover a period of twelve (12) months unless otherwise reduced or rescinded by the Company.

PART III

OTHER MEDICALLY CONNECTED ABSENCES

(1) Definition

Other medically connected absences are defined as an employee's absence from work due to the serious illness or injury of a member of his or her immediate family. An employee will not be paid for any absence due to an ill or injured family member. If an employee has Leave days they may use Leave days for family illness or injury. Supervisors will continue to grant authorized time as work schedules permit. An employee's absence from work due to a scheduled medical or dental appointment including pre-induction examinations and service connected disability examinations for military veterans. These absences are unpaid. If an employee has Leave days they may use Leave days or vacation time for these absences.

(2) Who is Covered

- (a) An employee who is entitled to unpaid sick family in accordance with the schedule under Part II, Section (3), may draw such benefits when a member of his or her immediate family; namely, his or her spouse, child, step-child, mother, father, sister, brother, father-in-law, mother-in-law, step-parent or foster parent (when the relationship has been equal to that of a natural parent), has a serious illness or serious injury or in the case of childbirth involving the employee's spouse; provided that:

- (i) Unpaid sick family will be allowed for an absence required to take or accompany a member of the immediate family to or from medical treatment only when it is clearly shown that there were no other practical means available by which the family member could get the needed medical attention and not more than four (4) hours will be allowed to make alternate arrangements for the care of a member of the immediate family when such family member is so ill that the services of an attendant are required and only when it can be clearly shown that the services of the employee are required for such purposes; and
- (ii) Unpaid sick family up to a maximum of eight (8) hours per occurrence will be allowed in surgical cases or critical illnesses involving a member of the employee's immediate family only when the employee's presence is required by the attending physician; and
- (iii) A maximum of eight (8) hours of sick leave credits will be allowed for childbirth cases. The eight (8) hours shall include the time the employee spends taking his wife to the hospital and awaiting the birth. An additional eight (8) hours will be granted to allow the employee to take the mother and child home.

This benefit shall also be available in the event the employee and the mother of the employee's child are not married, provided the employee documents his parenthood upon request.

- (b) **Paid or** unpaid sick self shall be allowed for an employee's medical or dental appointments provided that the following conditions are met:
 - (i) The appointment cannot be scheduled at a time other than the employee's regularly scheduled hours of work; and
 - (ii) The employee's workweek schedule (excluding shift changes and changing days off with other employees) cannot be changed to accommodate the appointment; and
 - (iii) The employee submits written notice to his or her immediate supervisor at least thirty-six hours prior to the scheduled appointment.
 - (iv) Only such time as is required for the appointment including travel time shall be allowed.

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- (v) A resulting disability requiring further absence of an employee will be covered under Part II, Section (3), to the extent of his or her disability, subject to the employee complying with all the requirements of Part II of this Plan.

ii. A maximum of up to four (4) hours of sick leave credits will be allowed for tooth extractions (not coded as an occurrence).

(3) Vacation Rescheduling

If a member of an employee's immediate family, as defined in Part III, Section (2) (a), has a serious illness or injury which would prevent the employee from going on his or her scheduled vacation and if the employee notifies his or her supervisor of such situation prior to the normal starting time for the next succeeding workweek, any vacation from which such employee may be scheduled on such workweek and contiguous succeeding weeks shall be rescheduled at a later date and the employee shall be scheduled to work. If the family member becomes ill or is injured while the employee is on vacation or if he or she fails to notify his or her supervisor as required above, the scheduled vacation days from that week shall be charged as vacation and the vacation shall not be rescheduled.

(4) Rules for Employees

If an employee fails to observe any of the following rules, the Company may, after investigation, deny all or part of the time-off as authorized under Part III of this Plan.

- (a) Notify the Company as soon as possible in all cases involving a condition permitting for unpaid sick self or sick family as described under Part III for this Plan.
- (b) Give the Company full and correct information, to the best of the employee's ability, regarding conditions permitting the use of unpaid sick self and sick family described under Part II and furnish medical certificates from the attending physician, when requested by the Company.

PART IV OCCUPATIONAL DISABILITY

(1) Definition

An occupational disability is defined as a disability of an employee resulting from occupational injury or disease arising out of and in the course of employment with the Company, compensable under the Worker's Compensation Act of the State of Michigan.

(2) Who is Covered

An employee of the Company.

(3) Schedule of Benefits

Benefits shall be payable under Part IV of the Plan, for all absences due to occupational disability which occur during scheduled work hours, in accordance with the following schedule: provided that the Company reserves the right to retire an employee under the provisions of the Retirement Plan prior to the expiration of benefits under the Accident and Sickness Benefit Plan. Any employee currently receiving benefits under the provisions of the Long-Term Disability Plan shall not be eligible for benefits, if any, under the Accident and Sickness Benefit Plan.

- (a) Effective December 2, 1979, any employee on the payroll who re-injures or aggravates an occupational injury which arose out of and in the course of employment with the Company and which was incurred prior to December 2, 1979, and which re-injury or aggravation is compensable under the Worker's Disability Compensation Act of the State of Michigan, will receive benefit payments in an amount which when added to the amounts due an employee under the Worker's Disability Compensation Act, will equal 100% of the disabled employee's straight time rate for up to 4,160 scheduled work hours for those employees with less than twenty (20) years of service at date of injury, and up to 6,240 hours for those employees with twenty (20) years or over of service at date of injury. In all other cases, any employee who incurs an occupational disability will receive benefit payments in an amount which, when added to the amounts due an employee under the Worker's Compensation Act, will equal no more than the remainder of 100% of the disabled employee's straight time rate less tax withholdings, for up

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to 4,160 scheduled work hours for those employees with less than twenty (20) years of service at date of injury, and up to 6,240 hours for those employees with twenty (20) years and over of service at date of injury.

- (b) In no case shall the combination of Worker's Compensation and the additional amount provided in the preceding paragraph be greater than the respective sums specified in that paragraph, except as provided in paragraph (c) immediately below. In no case shall payments be made for any period except that the first seven (7) calendar days of such absence without payments being due to employee under the Worker's Disability Compensation Act for the same period.
- (c) If such injury occurs when an employee is working nonscheduled hours, payments will be made for the remaining nonscheduled hours (not exceeding eight (8)) necessary to complete such unscheduled work at the established premium rate for such hours.

(4) Charges Against Total Benefits

All absences due to occupational disability shall be charged against the Schedule of Benefits in Part IV, Section (3). Charges shall be in one-quarter (¼) hour increments. In determining whether an employee has received benefits for the maximum period to which he or she is entitled under Part IV, Section (3)(a), successive periods of disability due to the same cause for which benefits are payable under the Worker's Compensation Act shall be added together; provided that in no event shall this provision be construed as limiting benefits under the Worker's Compensation Act to less than those required under the Act.

(5) Re-establishment of Benefits

An employee shall re-qualify for the maximum period of benefits under Part IV, Section (3)(a), after he or she shall have returned to work, not have been absent, due to the same cause, during a period of thirteen (13) weeks since the last day of occupational disability from the same cause.

(6) Expiration of Benefits

An employee who is disabled due to an occupational disability and who is currently receiving benefits under the provisions of the Long-Term Disability Plan shall not be eligible for benefits under the Accident and Sickness Benefit Plan.

An employee who still has an occupational disability after expiration of his or her benefits under Part IV, Section (3), shall be examined by the Company doctor. If in the opinion of the Company doctor, the employee may recover within one (1) year, the employee shall be placed on medical leave of absence of up to fifty-two (52) weeks. An employee shall not receive any compensation or any other Company benefits while on a medical leave of absence and shall be paid in full for all unused earned and accrued vacation credits due him or her before being placed on such leave. While an employee is on such leave and upon termination thereof, his or her rights under the Retirement Plan, Group Life Insurance Plan, **Traditional** Medical Plan or Complementary Medical Plan or Dental Plan, Prescription Drug Co-Pay, and Surviving Spouse Annuity Plan shall be governed by the provisions of such plans. If, in the opinion of the Company doctor, the employee will not recover within one (1) year, or, if the employee has been placed on a medical leave of absence, and, in the opinion of the Company doctor, he or she has not recovered at the expiration of such leave, then the employee shall be retired under the Permanent and Total Disability provisions of the Retirement Plan, if he or she is eligible in accordance with the provisions of the Retirement Plan. If the employee is not eligible for retirement under the Permanent and Total Disability provisions of the Retirement Plan, he or she shall be terminated. Should a doctor of the employee's choice dispute the Company doctor's opinion of the recovery or expected recovery time, the employee shall be examined by the medical staff of a hospital which has been mutually agreed upon and such staff shall make the final determination of his or her recovery or expected recovery time. The cost of the examinations by such medical staff and transportation costs to and from such hospital for these examinations shall be borne by the Company.

(7) Group Benefit Plans

While an employee is on disability and receiving benefits under Part IV, Section (3), his or her coverage and payroll deductions, if any, for hospital-medical-surgical coverage, or Health Maintenance Insurance Plan Dental coverage, Prescription Drug Co-Pay Plan, Surviving Spouse Annuity coverage and Group Life Insurance Plans shall remain in full force and effect. If, during the period of his or her absence due to disability, he or she should become eligible for an increase in such coverage or benefits, such an increase will be made available to him or her subject to the underwriting practices of the carrier involved.

(8) Retirement Plan

While an employee is on disability and receiving full pay benefits under Part IV, Section (3), his or her rights under the Retirement Plan shall be governed by the provisions of such Plan.

(9) Rules for Employees

- (a) In all cases involving occupational disabilities, an employee shall follow such rules and regulations as may be in effect with respect thereto and notify the Company as soon as possible in accordance therewith.
- (b) Give the Company full and correct information, to the best of the employee's ability, regarding the disability.
- (c) Accept any medical services offered by the Company and follow such recommendations as may be made regarding care and treatment.
- (d) Report as directed for treatment and re-dressings when instructed to do so.
- (e) Submit to such physical examinations by the Company doctor or a hospital medical staff as the Company may deem necessary. The cost of these examinations will be borne by the Company.

(10) If there is willful or gross negligence on an employee's part as to the safety of himself or herself or a fellow employee or if he/she fails to observe normal safety precautions or any of the rules in Part IV, Section (9), the Company may deny the employee 160 hours of the occupational disability benefits otherwise payable to him or her under this Plan which are in excess of required Worker's Compensation payments.

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- (1) **Work Clothing** – Special work clothing will be supplied by the Company and for all Field and Shop employees in the Distribution Operations, Meter Reading, Metering, Property Operation Maintenance, Real Estate (Building Maintenance Section), Field Service Operations, Stock and Transportation Departments in its Detroit District. Shoes, rubbers, coats and/or jackets and liners will be supplied for Service Consumption Technicians. The number of garments issued will be governed by existing established issuance allowances. Boots or high galoshes will be supplied for employees in the Distribution Operations Department. Cleaning of the work clothing and repair of both work clothing and footwear supplied by the Company will be done by and at the expense of the Company. In addition, the Company shall supply, clean and repair protective winter clothing consisting of liners or inner jackets and caps to all those employees designated above who are required to wear uniforms and whose work assignments regularly require them to perform duties out of doors during winter months. Liners for short jackets will be issued to Field Service personnel. The Company will stock at each station a reasonable quantity of galoshes for loan to Service employees on standby when such galoshes are required by weather conditions. The Company will provide gloves for Distribution and Station Operations employees. In addition, the Company will provide winter gloves for Service Consumption Technicians and Field Service employees.

The Company will continue to make the following articles of clothing available to eligible employees:

- (a) Heavier winter stocking cap (as per sample).
- (b) A totally quilted like jacket liner with open sleeves.
- (c) 8-9 oz. double weaver (65% polyester/35% cotton twill) type of pants.
- (d) A tight fitting (e.g., elastic) cuff on the sur coat liner.

- (2) **Work/Safety Shoes** – The Company will continue to reimburse eligible employees for the purchase of American National Standard Institute (ANSI) approved work/safety shoes as defined below:

Department	<u>Eligible Classifications</u> (Type Shoe/Reimbursement Criteria)
• Metering • Property Operations and Maintenance • Stock • Field Service	All non-clerical classifications. (Safety shoes only/once every twelve (12) months). General Service Technicians, Service Technicians and Service Operator classifications (safety shoes only/ once every twelve (12) months).
• Transportation	Field Service Dispatcher classification (work shoes/one (1) pair every <u>four (4)</u> years). All non-clerical classifications (safety shoes only/once every twelve (12) months). Shoes damaged beyond repair will be replaced on an as needed exchange basis.
• Distribution	Field and Drafting Classifications (safety or work shoes/once every twelve (12) months). Field Clerk classification (work or safety shoes/one (1) pair every <u>four (4)</u> years).
Note: New hires or employees transferring into the Distribution Department on or after November 1, 1986, will be required to wear safety shoes in order to be eligible for reimbursement unless there is a valid, documented medical reason why said employee cannot wear safety shoes. Shoes damaged beyond repair will be replaced on an as needed exchange basis.	
• Meter Reading	Meter Readers may purchase shoes and receive reimbursement, as stipulated below, or purchase vendor shoes per the approved style listing. Replacements for vendor shoes will be provided by the Company

when said shoes are no longer repairable as determined by supervision. Employees who elect to purchase shoes on their own may purchase the work shoe of their choice, including a good support type athletic shoe. These purchases are limited to a maximum of two (2) pair per year. Work shoes are to be repaired at the Company's cost before they are replaced. Meter Readers will be reimbursed up to the amounts specified below:

<u>Effective Date of Increase</u>	<u>Reimbursement Amount</u>
January 1, <u>2001</u>	<u>\$110.00</u>
January 1, <u>2002</u>	<u>\$110.00</u>
January 1, <u>2003</u>	<u>\$115.00</u>
<u>January 1, 2004</u>	<u>\$115.00</u>

Employees are required to purchase their own work or safety shoes and all requests for reimbursement must be accompanied by an appropriate sales receipt. Employees (other than Service Consumption Technicians) will be reimbursed up to the amounts specified below:

<u>Effective Date of Increase</u>	<u>Work Shoes</u>	<u>Safety Shoes</u>
January 1, <u>2001</u>	<u>\$110.00</u>	<u>\$145.00</u>
January 1, <u>2002</u>	<u>\$110.00</u>	<u>\$145.00</u>
January 1, <u>2003</u>	<u>\$115.00</u>	<u>\$145.00</u>
<u>January 1, 2004</u>	<u>\$115.00</u>	<u>\$145.00</u>

The maintenance/repair of work or safety shoes provided for herein shall be the employee's responsibility.

ARTICLE VII

Preamble

The parties agree that unit employees will be afforded not less than three options for medical insurance coverage for the first three (3) years of the contract and not less than two (2) options for the last year of the contract. New employees, including Service Consumption Technicians (effective January 1, 2001), are eligible to select a provided option on the first of the month in which their second month anniversary occurs. All Service Consumption Technicians, including those hired after April 17, 1997, will be eligible to enroll in all options January 1, 2001. The options are as set forth below. The provisions of this article, however, are merely to provide for the stated options, to memorialize the parties' agreements in the negotiation of the instant Collective Bargaining Agreement, and to highlight some of the provisions of the options provided. The actual specific provisions of each of the options are not set forth herein, but are contained in the plan documents for each option, which are incorporated herein by reference. Such plan documents are available to unit employees as described below; reference must be made to them regarding any issue of construction or application for each option's terms and benefits.

The Company and the Union express no preference between the options. Selection between the options will depend on an employee's and his/her family's individual circumstances. The Company agrees, prior to the open enrollment period of each year of this Agreement, to furnish all unit employees with plan summaries, a comparison chart of costs, benefits and responsibilities between the options, a what's new booklet and an individualized selection sheet, setting forth the costs of each potential selection (or like materials that incorporate the same information), to afford unit employees with an informed basis to choose between the provided options. Employees must select one of the options within the open enrollment period of a given year, for his/her succeeding year's medical insurance coverage. The Company agrees to furnish all unit employees with the described information by November, but in any event, not less than 30 days before the last date of the open enrollment period of each (preceding) year. Employees are also eligible to select health care options upon a qualified status change, in which event the same information will be provided.

The three options are as follows: (i) one or more HMOs, or other managed health care plans (one or more of which may be in the form of an exclusive provider arrangement, or EPA); (ii) a point of service plan; and (iii) the

Traditional Medical Plan.

In general terms, the plan types may be described as follows:

Article VII (Section 1, paragraph c) refers to the coverage and provisions of the **Traditional Medical Plan**. Article VII, (Section 1, paragraphs a) and b) refer to additional health care choices employees have at Open Enrollment. This chart was designed to assist employees in making health care decisions.

Plan Type	How It Works	Relative Advantages
Health Maintenance Organization (HMO/EPA)	You usually must select a primary care physician (PCP) from the HMO's pool of doctors and pay a small fixed amount for each visit. Typically, the PCP must approve any trips to specialists and non-emergency visits to HMO network hospitals.	You want to know in advance what your annual health cost will be, more or less. You'll need to be comfortable using only your HMO's physicians and hospitals and depending on your primary care doctor for referrals.
Point-of-Service Plan (POS)	These are plans administered by insurance companies or HMO's that let members go to providers without a PCP referral-for a price.	You want the coordinated care of an HMO with the safety net of being able to go to providers without a referral from the PCP.
Traditional Medical Plan*	You select your own doctors and hospitals and pay on a fee-for-service basis. You don't need a referral to see a specialist	Cost is not an issue and you have already established relationships with doctors who do not belong to a managed care network.

*The **Traditional** Plan has a Preferred Provider overlay. This is a network of doctors that offer plan discounted rates. Employees who use a PPO provider may have lower out-of-pocket expenses.

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With regard to the "HMO option," see paragraphs (A) below, the Company agrees to offer one or more HMOs or other managed health care plans, as part of the flexible benefits plan, through the term of this Agreement. The Company may change the identify of the HMOs or other plans on a year-to-year basis; however, the plans offered during open enrollment will remain in place through the succeeding contract year, as long as the plan continues to be offered.

With regard to the POS, the Company may modify the fees, design, and providers, subject to the Company's agreement, set forth below, to provide notice and afford the Union the opportunity for input.

With regard to the "Traditional Medical Plan option," see paragraphs (C) below, the Company agrees to offer the plan through the term of this Agreement. The Company reserves the right, as specified below, to amend, alter or substitute the plan without the consent of the Union, so long as such revisions do not operate to reduce the benefit level.

The provision for dental benefits does not depend on an employee's selection of a medical coverage plan option, but applies to all employees, and is set forth in paragraph (5) below. Effective January 1, 1999, the provision for vision benefits does not depend on an employee's selection of a medical coverage plan option, but applies to all employees and is set forth in paragraph (4) below.

The parties have in this Agreement eliminated much of the language set forth in Article VIII of the previous contract for purposes of ease and clarity of reference, and have incorporated the various plan documents herein by reference. Such elimination and incorporation, however, are not intended to diminish or otherwise affect, except as specifically agreed in the parties' negotiation of the present Collective Bargaining Agreement, the terms conditions and benefits afforded under the prior contract, and associated language, including pertinent plan documents. To the extent of any conflict adverse to the rights and interests of unit employees, the terms and conditions of the prior agreement and/or applicable plan documents shall prevail. The parties agree that the options and benefits stated herein shall not be changed during the term of this Agreement, except as specifically allowed. The parties agree that any change in the options, or the terms, conditions and benefits of same, except as specifically permitted herein, must be noticed to the Union, and are subject to its rights under the National Labor Relations Act, and, as may be applicable the Collective Bargaining Agreement.

- A. **Option A: HMO Coverage** [Plan document and benefits summary available from each offered HMO at address and phone number stated in the open enrollment documents.]

HEALTH MAINTENANCE ORGANIZATIONS – The Company will pay the full cost of the HMO coverage up to the full cost of the Traditional Medical Plan, with the employee or retiree bearing any cost in excess of the Traditional Plan. Effective January 1, 2001, the Share Care Fee Program (SCFP) will be used to calculate cost sharing. In selecting which HMO to offer, the Company will be sensitive to price, quality and the geographic concerns of the covered members. Effective January 1, 2002, office visit co-pays for all HMOs will be \$10.00 and prescription drug co-pays will be \$5.00 generic and \$10.00 brand name. The Company reserves the discretion to increase office visit co-pays and/or prescription co-pays by no more than 50% during the third year and no more than 50% during the fourth year of the contract. The Company will notify Local 80 within sixty (60) days of any proposed changes to plan design (not including office visit and prescription co-pays), to offer them an opportunity for input.

For an employee on leave of absence who is enrolled in an HMO, the monthly Company contribution shall be up to \$7.50. For an employee on leave of absence under the Family Medical Leave Act, the Company's contribution shall be continued at the employee's active level for the duration of the leave as required by law.

- B. **Option B: Point of Service (POS) Coverage** [Plan document and benefits summary available from BCBSM at address and phone number stated in the open enrollment documents.]

PREMIUM HEALTH POINT-OF-SERVICE (POS) PLAN – In the event the Company determines the need to make modifications to this plan, it will meet with Local #80 officers at least sixty (60) days prior to the implementation of said changes in order to afford Local #80 the opportunity to input regarding said changes.

- C. **Option C: Traditional Medical Plan**

- (1) The Company has made provisions for its employees (as part of a Flexible Benefits Plan) retirees and any of their eligible dependents to enroll for coverage in the Traditional Medical Plan based

on coverage and eligibility rules in the Traditional Medical Plan document. Effective January 1, 2001, new employees will be eligible on the first of the month in which their second month anniversary occurs. The following is a summary of some of the plan provisions. In the event of any interpretation, discrepancy, application and/or decision in specific circumstances, the official text or terms of the Plan document will govern. Detailed information on Benefit Plans is located in the Benefits Handbook, including information on the ERISA (Employee Retirement Income Security Act of 1974) appeal process for the Traditional Plan.

- (1)(a/b) REVIEW OF INPATIENT ADMISSIONS AND MANDATORY SECOND SURGICAL OPINION FOR ELECTIVE SURGERY** – As outlined in the Traditional Medical Plan document, the Utilization Review Organization (“URO”) contracted by the Company must be informed of any hospital admission. URO does not apply to retirees for whom Medicare Part A & B is primary. The URO must be contacted prior to any non-emergency surgery to determine if a second opinion is required.

If you do not follow the procedures, or if you receive medical care not certified as medically necessary, you are responsible for part of the cost, as illustrated by some of the examples on the following chart:

IF YOU

For hospital admissions failure to follow utilization review process (contact URO at least 10 days before elective hospital stay, within one business day of an urgent admission and within 48 hours following an emergency admission), or fail to have your doctor provide timely medical information, but receive medical treatment which is later certified ...

YOU MUST PAY

Half of one day's hospital room and board charges, based on the average daily room and board charge for the admission.

IF YOU

Do not obtain a required second surgical opinion ...

Obtain more, costly, uncertified inpatient treatment when care in an alternative setting was appropriate ...

Stay more days than certified as necessary ...

Refuse to release medical information needed to evaluate the medical necessity of services received ...

Retiree or surviving spouse fails to contact URO due to medical or mental impairment and they have no family members to make the contact ...

Failure to contact URO for select diagnostic procedures (CT Scan, MRA, MRI or Myclogram) can result in ...

Any costs you pay because you did not follow the procedures cannot be used to meet your deductible or co-pay requirements.

YOU MUST PAY

First \$100, plus 20% of remaining otherwise eligible hospital and doctor charges (up to a maximum of four uncertified days).

All related expenses until needed medical information is released.

All related expenses until needed medical information is released.

First \$100, plus 20% of remaining eligible hospital and doctor charges incurred on non-certified days (up to a maximum of ten uncertified days).

First \$50.00 (or \$75.00), plus 20% of covered expenses.

(1)(c) **MEDICAL CASE MANAGEMENT** – Medical Case Management is an optional service provided by the URO for certain patients with serious and costly illnesses. The objective is to coordinate and monitor patient care and promote the earliest, maximum recovery or rehabilitation. Before URO is offered the Company reviews the case (on a confidential basis) and approves the service. The Company can discontinue the service at any time. The patient must agree to the offer of service and may discontinue use at any time.

(1)(d) **GENERAL** – Any expenses that are not covered by the Traditional Plan document (i.e., charges over R & C, determina-

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tions made by the URO that effects levels of reimbursement, etc.) and are the employees responsibility, cannot be used to meet deductibles and co-pays.

Charges in excess of reasonable and customary charges, which will be applied to all (out of PPO network) outpatient services as well as *surgical and inpatient procedures, as determined under the Traditional Medical Plan*, cannot be used to satisfy the annual deductible or annual co-pay maximum requirements of the Traditional Medical Plan.

All determinations made by the URO affect only the level of reimbursement for medical services under the Traditional Medical Plan. The decision to enter a hospital, to stay a longer or shorter period of time than determined by the URO, to have or not have a second surgical opinion, or to have or not have surgery or other medical services is solely the responsibility of the covered person or their legal guardian.

- (1)(e) **MEDICAL SERVICES CO-PAY** – All employees and their dependents enrolled in Traditional Medical Plan are required to pay a co-pay on all expenses incurred above deductible amounts for covered medical expenses. The following chart illustrates the deductibles and co-pays for 2001 through 2004. Sponsored Dependents are treated like other dependents for purposes of determining co-pays and deductibles.

Employees With No Dependents

Year	Deductible	% of Co-Pay	Co-Pay Maximum	Out-of Pocket Maximum
<u>2001</u>	\$250	25%	<u>\$750</u>	<u>\$1,000.00</u>
<u>2002</u>	\$250	25%	<u>\$750</u>	<u>\$1,000.00</u>
<u>2003</u>	\$250	25%	<u>\$750</u>	<u>\$1,000.00</u>
<u>2004</u>	<u>\$250</u>	<u>25%</u>	<u>\$750</u>	<u>\$1,000.00</u>

Employees With No Dependents

<u>2001</u>	\$500*	25%	<u>\$1,500</u>	<u>\$2,000.00</u>
<u>2002</u>	\$500*	25%	<u>\$1,500</u>	<u>\$2,000.00</u>
<u>2003</u>	\$500*	25%	<u>\$1,500</u>	<u>\$2,000.00</u>
<u>2004</u>	<u>\$500*</u>	<u>25%</u>	<u>\$1,500</u>	<u>\$2,000.00</u>

Employees will pay a \$25 office visit co-pay and retirees (non-Medicare eligible and spouses) will pay a \$20 office visit co-pay. Effective February 25, 1998, Medicare eligible retirees/spouses will not be subject to office visit co-pays. Office visit co-pays will not be applied to deductibles or co-payments.

Employees will not be required to pay any co-pay on the covered expenses incurred above deductible amounts for hospital and physicians charges (including physicians charges for normal covered pre-natal care for the mother) incurred by an employee or a spouse of an employee for the delivery of a newborn child. Covered expenses incurred by the newborn due to any complications of birth or another medical condition are subject to the 25% co-pay up the maximum annual amount of the co-pay for the family.

*Deductible is \$250 if only one member of family uses medical services.

Mid Year Enrollment – Employees may enroll and/or add dependents during the annual open enrollment period or within 30 days of a marriage, divorce, birth of a child, adoption, attainment of legal guardianship of a child, or change in the employment status of a spouse.

- (1)(f) **PHYSICAL EXAMINATIONS** – Employees covered by the **Traditional** Plan will be eligible for a voluntary and confidential comprehensive physical as follows:

The following schedule for preventive care benefits is available to all employees and eligible retirees* enrolled in the **Traditional** Medical plan option. Also, for 2001, spouses of active employees continue to be eligible for a pap smear every other year from 35 to 49 and every year after 50, a baseline mammography between 35 and 40 and every two years thereafter, and a PSA test for males 50 years of age and over every year thereafter. Effective January 1, 2002, Medicare eligible retirees and dependents of active employees and dependents of retirees enrolled in the Traditional Medical Plan option are eligible for preventive care as outlined below.

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Adult Exam

Test Procedure	Frequency in Years		
	AGE 18-34	35-49	50+
Physical History, Examination and Written Report	3	2	1
Digital Rectal	3	2	1
	<u>0 (in 2002)***</u>	<u>1 (in 2002)***</u>	
Hemoccult Slides	3	2	1
EKG	3	2	2
	<u>0 (in 2002)***</u>		<u>1 (in 2002)***</u>
Chest X-Ray	3	2	2
	<u>0 (in 2002)***</u>	<u>3 (in 2002)***</u>	
Sigmoidoscopy	N/A	N/A	3
Laboratory Work Up	3	2	1
Lab work is to include: SMA Profile, CBC with Diff. Total Cholesterol, High Density Lipoprotein (HDL), Chol./HDL Ratio, Electrolytes, Serum Glucose (FBS, and 2 Hr. pp if possible) and Urinalysis.			

Additional Testing for Females

Pelvic Examination and Pap Smear	3	3	1
	<u>1 (in 2002)</u>	<u>1 (in 2002)</u>	
Mammography	N/A	2**	1

Additional Testing for Males

PSA	N/A	N/A	1
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* For 2001, retirees must be under Medicare Eligibility age and enrolled in the Comprehensive Medical Plan.

** Baseline screening between 35-40; every two years thereafter.

*** Refers to the change in protocol for 2002 and beyond.

Note: Services deleted from LiveWell physicals are vision screen, audiogram and pulmonary

Well Baby/Well Child Care Schedule (Effective 01/01/2002)

- Six (6) preventive care exams/office visits from ages 0-12 months; and
- Three (3) preventive care exams from ages 12-24 months
- Annual exam from 2 through 18 years.

Immunizations

<u>Age</u>	<u>Immunization</u>
• <u>2 Months</u>	<u>Diphtheria, pertussis, tetanus (DPT), oral polio virus, hib, hepatitis B</u>
• <u>4 Months</u>	<u>DPT, oral polio virus, hib, hepatitis B</u>
• <u>6 Months</u>	<u>DPT, oral polio virus, hib, hepatitis B (at doctor's discretion)</u>
• <u>15 Months</u>	<u>Measles, mumps, rubella, hib, varicella-zoster virus</u>
• <u>18 Months</u>	<u>DPT, oral polio virus</u>
• <u>4-6 Years</u>	<u>DPT, oral polio virus</u>
• <u>11-12 Years</u>	<u>MMR booster</u>
• <u>14-16 Years</u>	<u>TD (tetanus, diphtheria)</u>

These Preventive Care Benefits are available within the Traditional Medical Plan with deductible and co-pays applying, or from select Live Well providers throughout the state. Effective January 1, 2002, these benefits are available with a \$10 office visit co-pay in network and a \$25 office visit co-pay out-of-network. Deductibles will not apply. The plan participant must resolve any billing discrepancies, arising from delivery of these services. LiveWell providers will no longer be available to provide Preventive Care Benefits after 2002.

Employees enrolled in the **Traditional** Plan or the P.O.S./P.P.O., will be allowed up to four (4) hours Company time to take a physical examination. Employees must provide one (1) week advance notice of proposed appointment date and time.

(1)(g) SUBSTANCE ABUSE ADMISSIONS – For substance abuse admissions, employees and dependents are responsible for co-payments and deductibles as follows:

- First admission – no co-pay.
- Second admission – employee pays co-pay – mandatory participation with EAP – co-pay refunded after certified by EAP <None>completion of program.
- Third admission – employee pays co-pay – mandatory participation with EAP program.
- Fourth and subsequent admissions – no payments from plan.

Effective January 1, 2002, substance abuse visits are limited to 36 visits per calendar year, subject of plan co-pays and deductibles. There is a per year maximum benefit of \$25,000 for inpatient and outpatient services with a lifetime cap of \$70,000. If plan benefits are exhausted, plan participants are eligible for a once per lifetime unlimited benefit to deal with serious substance abuse and/or mental health issues. Recipients of this benefit must agree to and follow a treatment plan.

(1)(h) PSYCHIATRIC CARE COVERAGE LIMIT – Lifetime benefits – The coverage level (after annual deductible and co-pays) gradually decreases from 100% to 50% of eligible expenses (inpatient and outpatient) incurred during the lifetime of a covered person (see chart below).

<u>If Paid Expenses During Lifetime Equal:</u>	<u>After Deductible and Co-Pay, The Plan Will Pay:</u>
\$0 - \$20,000	100%
\$20,001 - \$50,000	95%
\$50,001 - \$75,000	90%
\$75,001 - \$200,000	80%
\$200,001 - \$400,000	70%
\$400,001 - \$500,000	60%
\$500,001 Plus	50%

Effective January 1, 2002, mental health visits, are limited to 36 visits per calendar year, subject to co-pays and deductibles. Lifetime limits, as detailed above, no longer apply.

- (1)(i) **NEW HIRE PRE-EXISTING CONDITIN CLAUSE** – Effective January 1, 1998, for new hires or employees adding dependents, there will be no pre-existing conditions for Traditional Medical Plan.
- (1)(j) **TERMINATION CONTINUATION** – In accordance with the law, when coverage ends (end of the month in which the termination occurs) the employee and his/her dependents will have the options to continue coverage by paying the full cost of the premium plus 2%. If the law provides an increase or reduction in benefits, the Company shall meet and advise the Union prior to implementation.
- (1)(k) **PILOT EMPLOYEE HOSPITAL BILL AUDIT AWARD** – Employees enrolled in the Traditional Medical Plan are eligible to share in savings by the Company when they identify and correct an error in hospital billing. The award is 50% of the savings to a maximum of \$500. The determination of award is final and not subject to the grievance procedure. This is a pilot program and may be discontinued at any time, at the sole discretion of the Company.
- (1)(l) **DEPENDENTS** – Employees may enroll dependents in the Traditional Plan based on eligibility as defined in the Plan document. Sponsored dependents, as defined in the Plan document, may be enrolled in the all Company sponsored health care plans that allow Sponsored Dependents, for the full cost, and, effective January 1, 2001, are eligible for all benefits as outlined in the Plan document, including prescription drugs and applicable preventive care. Effective January 1, 2001, Sponsored Dependents will be limited to the parents and child(ren) of the employee. Effective January 1, 2001 active employees may enroll, as dependents, Same Sex Partners who meet the eligibility requirements of the Plan document. Retirees can only cover the Same Sex Partners that they covered as an active

employee. Coverage may continue for 19 to 23 year old dependents, as defined in the Plan Document, for an additional \$25 per month (\$15 each additional child). Effective January 1, 2001, coverage may continue for 19 to 25 year old dependents, as defined in the Plan document, as long as they are full-time students. If the dependent is not a full-time student they must live at home, make less than four (4) times the IRS limit and be dependent on the employee for 50% of their support (for 2000 four (4) times the IRS limit is \$13,000).

(1)(m) HEALTH CARE MAINTENANCE FEE (HCMF) AND SHARED CARE ACCESS FEE (SCAF) – Effective January 1, 2000 the SCAF is \$295. Effective January 1, 2001 the HCMF and the SCAF are being replaced with a Share Care Fee Program (SCFP).

(1)(n) SHARED CARE FEE PROGRAM (SCFP) – Effective January 1, 2001, there is a SCFP of 6% of the cost of the medical plan the selects. The SCFP is 7% for 2002, 8% for 2003, 9% for 2004 and 10% for 2005. The SCFP, for a self-funded plan, is calculated on cost of each plan based on the experience of all employees, pre-Medicare retirees and their dependents enrolled (Medicare retirees are costed separately.) Insured plans are community rated and are adjusted for the demographics of all covered lives of employees, pre-Medicare retirees and their dependents enrolled (Medicare retirees are costed separately). A composite rate will be used to determine employee cost sharing. Employees will pay the same for Employee Only, Employee & Child(ren), Employee & Spouse and Family coverage. In 2001, the SCFP will be capped at a maximum monthly employee contribution of \$60, in 2002 the monthly SCFP will be \$70, in 2003 the monthly SCFP will be \$80, in 2004 the monthly SCFP cap will be \$90 and in 2005 the monthly SCFP will be \$100. This cap will apply to all medical plans.

Estimates of SCFP Costs

Year	%	Monthly Cost*	Tax Effect Monthly Cost*	Max. Monthly Cap	Tax Effect Max. Monthly Cost
01/01/01	6%	\$33	\$19	\$60	\$35
01/01/02	7%	\$41	\$24	\$70	\$40
01/01/03	8%	\$49	\$28	\$80	\$45
01/01/04	9%	\$58	\$34	\$90	\$52
01/01/05	10%	\$68	\$39	\$100	\$58

*These estimates reflect an average aggregate cost of all medical plans – employees will be responsible for a composite rate for the medical plan in which they enroll.

- (1)(o) **LEAVE OF ABSENCE** – For an employee on a leave of absence, enrolled in the Traditional Medical Plan, the monthly Company contribution shall be up to \$7.50. For an employee on a leave of absence under the Family and Medical Leave Act the Company contribution shall continue at the employee's active level for the duration of the leave, as required by law.
- (1)(p) **MEDICAL – RETIREE/SURVIVING SPOUSE** – Outlined below is a brief overview of medical costs for eligible retirees and eligible surviving spouses:

RETIREE

Shared Care Access Fee	Shared Care Fee Program	Service Related Fee	Age Related Fee
<ul style="list-style-type: none"> • <u>Retirees after 1992 thru 2001 will be responsible for SCAF of \$172 in 2001, \$197 in 2002, \$222 in 2003, \$247 in 2004 and \$272 in 2005</u> 	<ul style="list-style-type: none"> • <u>Employees who retire on or after January 1, 2002, will be responsible for 50% of the active employees SCFP. For the life of this agreement there will be a maximum cap of \$50 per month.</u> • <u>In addition, for the life of this agreement employees will receive \$1,000* (paid out of general assets) at retirement.</u> 	<ul style="list-style-type: none"> • 2% of Company's cost for each year under 30 years of service plus SCAF or SCFP. 	<ul style="list-style-type: none"> • 2% of Company's cost for each year under age 55. Effective 1/1/99, 3% of Company's cost for each year under age 55 plus SCAF or SCFP.

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The costs for the SCAF, Age Related Fee, and Service Related Fee apply until the retiree attains Medicare eligibility. Employees retiring on or after January 1, 2002, will be responsible for the SCFP until the end of the month in which their 75th birthday occurs. The retiree is not reimbursed for Medicare Part B.

Employees who are hired on or after January 1, 2001, and they retire from the Company, will be responsible for 50% of the cost of health care, based on coverage category. They will also be responsible for any Service Related fees or Age Related fees and plan co-pays and deductibles. The retiree will be responsible for 50% of the cost of health care as long as the retiree opts for coverage. The Service Related fees and Age Related fees apply until the retiree attains Medicare eligibility.

*Replaces previous agreement on the \$1,000 set aside for Employees and Surviving Spouses affected by the "2010" Agreement negotiated in 1997. This provision is rescinded with this new contract.

SURVIVING SPOUSE OF ACTIVE EMPLOYEES

Work Related Death

Fully paid by Company except SCFP.

Non-Work Related Death

Greater than ten years of service, spouse pays 20% of the Company's cost.

Less than 10 years of service, coverage is provided, followed by (3) years of COBRA.

Spouse pays:

First 4 Years	20% of Cost
After 4 Years	COBRA (102%)

SURVIVING SPOUSE OF RETIREE

The spouse pays 20% of the Company's cost. The Surviving Spouse is not reimbursed for Medicare Part B.

Spouses of employees, who are hired on or after January 1, 2001, will continue to be responsible for 50% of the cost of health care, based on coverage category, when the retiree dies.

They will also continue to be responsible for any Service Related fees or Age Related fees and plan co-pays and deductibles. The Surviving Spouse will be responsible for 50% of the cost as long as the retiree opts for coverage. The Service Related fees and Age Related fees apply until the retiree would have attained Medicare eligibility.

- (1)(q) **CLAIMS ADMINISTRATOR** – The Company has the right to amend, alter or substitute the **Traditional** Medical Plan or to substitute an insurance carrier or the Claims Administrator or the URO without the consent of the Union, provided the such a change shall not operate to reduce the benefit level. The management reports submitted to the Company by the Claims Administrator will contain only gross data. The Company will not request specific diagnosis or utilization data.
- (1)(r) **EMERGENCY ROOM COVERAGE** – If a covered person utilizes emergency room services for non-emergency situations, as determined by the Claims Administrator, benefits will be reduced as outlined in the **Traditional** Plan document. Effective January 1, 2002, if services rendered in an emergency room are determined to be non emergency by the Claims Administrator, benefits will be reduced by \$75 with the remainder paid as outlined in the Traditional Plan document.
- (1)(s) **HOSPICE CARE** – Effective January 1, 1998, the **Traditional** Medical Plan will be amended to extend the Hospice Care Benefit to two hundred (200) days of inpatient or outpatient care.
- (1)(t) **NON-EMERGENCY TREATMENT OUTSIDE THE U.S.** – All non-emergency treatment rendered to any plan participant outside of the United States will limit plan payment to the reasonable and customary fee for the AMA-approved protocol of treatment. Reasonable and customary fees will be defined by the geographic region within which the participant lives.
- (1)(u) **PREFERRED PROVIDER ORGANIZATION (PPO)** – If a PPO is offered, it will be a supplement to the **Traditional** Medical Plan and all **non-Medicare** Plan participants are automatically

enrolled at no additional cost. Non-Medicare eligible participants (actives and retirees) will pay \$20 charge for each office visit, all other covered medical services will only be paid after deductibles and a 10% co-payment is met. Effective January 1, 2002, non-Medicare eligible participants (actives and retirees) will pay \$10 charge for each office visit, and all other covered medical services will only be paid after deductibles and a 10% co-payment is met. Effective February 25, 1998, Medicare eligible retirees / spouses will not be subject to the office visit co-pays. If lab or x-ray services are required, plan deductibles and a 10% co-payment will apply. When inpatient or outpatient hospital services are provided through a PPO, the annual plan deductible and 10% co-payment will apply.

(1)(v) CHIROPRACTIC COVERAGE – Effective January 1, 2002, employees, retirees and their dependants are eligible for services, covered by the Plan Document and rendered by a chiropractor. Plan deductibles and co-pays will apply as outlined in the Plan Document and plan benefits are limited to \$500 per covered life per calendar year.

(1)(w) HEARING TEST, EXAM AND AID COVERAGE – Effective January 1, 2002, employees and dependants are eligible for up to \$400 every three years for an exam, test and appliance. Plan deductibles and co-pays apply.

(2) PRESCRIPTION DRUG CO-PAY PLAN – As part of the Traditional Medical Plan participants are enrolled in a program that will allow them to get prescription drugs with a co-pay. Participants will pay 10% co-pay with a minimum of \$6.50 and a maximum of \$17.50 per prescription drug order or refill ordered by a licensed physician. Effective January 1, 2002, participants will pay \$5.00 for generic drugs and \$10.00 for brand name drugs per prescription drug order or refill ordered by a licensed physician. If mail order is offered, it will be available to all Traditional Plan participants, effective January 1, 1998, the cost for a three-month supply will be \$12.00, and effective January 1, 2002, the cost will be \$10.00 for the cost of generic and \$15.00 for brand name drugs. On January 1, 1999, the Company will implement a closed formulary by selected / therapeutic classed (example, cholesterol reduction medications, gastrointestinal agents

and anti-inflammatory drugs) for participant in the Traditional plan. Over-the-counter drugs, diet supplements, reducing aids and prescriptions used for cosmetic purposes will not be covered by this program.

- (3) **EXCLUSIVE PROVIDER ARRANGEMENT (EPA)** – EPA's are managed care plans that are funded by the Company. When these plans are offered to employees (as part of a Flexible Benefits Plan) and retirees, the terms and conditions of these plans will be determined by the Company. The existing one and a half million (\$1,500,000) dollar life time limit will be applicable and transferable between self-funded plans.
- (4) **VISION PLAN** – Effective January 1, 1999 the Company will make provisions for employees and their eligible dependents to be covered by a Vision Plan. For the term of this contract, the Company will pay 50% of the cost of this plan.
- (5) **GROUP DENTAL PLAN** – The Company has made provisions for its employees (as part of a Flexible Benefits Plan) and its retirees and any of their eligible dependents to enroll for coverage in the Traditional Dental Plan based on coverage and eligibility rules in the Traditional Dental Plan. Dental coverage will become effective for new employees on the first of the month in which their second month anniversary occurs. During the term of this agreement coverage for eligible active employees, covered retirees and eligible dependents will be fully paid. Sponsored dependents, as defined in the plan document, may be enrolled in the Traditional Dental Plan, for the full cost. Effective January 1, 2001, coverage may continue for age 19 to 25 year old dependants at no cost.

Employees on a leave of absence will pay the full cost of coverage. For an employee on a leave of absence under the Family Medical Leave Act, the Company's contribution will be continued at the employees active level for the duration of the leave as required by law.

The employees deductible and co-payments for the Traditional Dental Plan are as follows:

DEDUCTIBLE	PREVENTIVE	BASIC	MAJOR	CROWNS/ BRIDGES	ORTHODONTIA
\$25/\$50	0%	40%	40%	40%	40%

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Effective January 1, 2002, the plan participant's deductible and co-payments for the Traditional Dental Plan are as follows:

DEDUCTIBLE	PREVENTIVE	BASIC	MAJOR	CROWNS/ BRIDGES	ORTHODONTIA
<u>\$50/\$100</u>	<u>0%</u>	<u>20%</u>	<u>20%</u>	<u>50%</u>	<u>50%</u>

The Traditional Dental Plan has a \$900 maximum annual benefit, effective January 1, 1998 the annual maximum benefit shall be raised to \$1,000, effective January 1, 1999 the annual maximum benefit shall be raised to \$1,050 and effective January 1, 2000 the annual maximum benefit shall be raised to \$1,100. Effective January 1, 2002, the annual maximum benefit, per covered life, shall be raised to \$1,150. There is a lifetime orthodontia limit of \$1,500. Effective January 1, 2002, the lifetime orthodontia limit is \$1,250 per covered life.

Note: The following benefit changes (Physical Exams, PPOM In-Network Office Visit Co-pays, Chiropractic Care, Hearing Test and Aid Coverage and Dental changes) as written shall be effective January 1, 2002, or with the first full plan year following the merger with DTE Energy. If there is no merger with DTE Energy the benefit levels as provided for under the prior contract as they relate to the said areas of benefits if any, shall continue in effect and these new provisions shall not become part of the Traditional Medical and Dental Plans.

ARTICLE VIII INCOME PROTECTION

Preamble

The parties agree that unit employees will be provided with a retirement (pension) benefit plan (which includes, in part, a surviving spouse annuity benefit), an investment benefit plan, a group life insurance benefit plan, and a group accidental death and dismemberment plan. The benefits are, in broad terms, as set forth below. The provisions of this article, however, are merely to provide for the stated benefits, to memorialize the parties' agreements in the negotiation of the instant collective bargaining agreement, and to highlight some of the provisions of the benefits provided. The actual, specific provisions of each of the benefits are not set forth herein, but are contained in the plan documents for each benefit, which are incorporated herein by reference. Such plan documents are available to unit employees, upon request, from Michigan Consolidated Gas Company ("Company"). Reference must be made to plan documents regarding any issue of construction or application for each benefit's terms and options.

The benefits are as follows: (1) Michigan Consolidated Gas Company Retirement Plan for Employees Covered by Collective Bargaining Agreements ("Retirement Plan"), as amended (including a surviving spouse annuity benefit), (2) MichCon Investment and Stock Ownership Plan ("Investment Plan"), as amended, (3) Group Life Insurance Plan, and (4) Group Accidental Death and Dismemberment Plan.

With regards to the Retirement Plan, see paragraph (1) below, unit employees are eligible for coverage under this plan if they are a union employee of the Company, are at least 18 years old, and have completed at least 1,000 hours of service during any 12-month period that begins on the employee's first day of employment with the Company or any anniversary thereof.

If any employee who is retired because of total and permanent disability becomes able to work, he or she may, at the option of the Company, be removed from retirement and offered re-employment with the Company. If he or she is removed from retirement and offered re-employment, that employee shall be given the job he or she held at retirement if that job is in existence and such employee has the capacity to perform that job. If the job is not in existence or the employee does not have the capacity to perform that job, he or she shall be

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offered another position without loss of pay. If he or she refuses to accept the job which is offered, that employee shall lose his or her eligibility for subsequent benefits as a total and permanent retiree. In such event, his or her rights under the Retirement Plan shall be the same as those of an employee who voluntarily resigns, less benefits received as of the date of such termination. No employee who is retired under total and permanent disability shall lose any rights under the Retirement Plan by virtue of earnings because of employment as long as such earnings are not sufficient to constitute a forfeiture of total and permanent disability benefits under Social Security.

Employees who retire under the 30-and-out provision of the Retirement Plan may seek employment elsewhere without suffering any reduction in his or her 30-and-out pension supplement.

With regard to the MichCon Investment and Stock Ownership Plan, see paragraph (2) below, the Company has made provision for its full-time employees who have reached the age of twenty-one (21) and completed one (1) year of service to enroll in the Investment Plan. The Company reserves the right to amend, modify, suspend or terminate the Investment and Stock Ownership Plan, as set forth in the Plan Document.

With regard to the Group Life Insurance Plan, see paragraph (3) below, benefit entitlement for life insurance shall become effective the first of the month in which a new employee's ninetieth (90th) day of employment occurs. Life insurance shall also be provided for retirees, as set forth below.

With regard to the Group Accidental Death and Dismemberment Plan, see paragraph (4) below, new employees will be eligible for this benefit on the first of the month following the employee's date of hire.

The parties have in this agreement eliminated much of the language set forth in Article VIII of previous contracts, for purposes of ease and clarity of reference, and have incorporated the various plan documents by reference. Such elimination and incorporation, however, are not intended to diminish or otherwise affect, except as specifically agreed in the parties' negotiation of the present collective bargaining agreement, the terms, conditions and benefits afforded under the prior contract, and associated language, including pertinent plan documents. To the extent of any conflict adverse to the rights and interests of unit employees, the terms and conditions of the prior agreement and/or plan documents

shall prevail. The parties agree that the options and benefits stated herein shall not be changed during the term of this agreement, except as specifically allowed. The parties agree that any change in any benefit plan, or the terms, conditions, and benefits of same, except as specifically permitted herein, must be noticed to the Union, and are subject to its rights under the National Labor Relations Act. and, as may be applicable, the collective bargaining agreement.

(I) Retirement Plan – Listed below is a brief description of Michigan Consolidated Gas Company Retirement Plan for Employees Covered by Collective Bargaining Agreements (“Retirement Plan”) benefits as agreed to by the Company and Local #80. The Company has the right to amend, withdraw, or terminate the Retirement Plan as provided in the Plan Document. The official terms of the Retirement Plan will govern in the event of any interpretation, discrepancy, application and/or decision in specific circumstances.

- (a) **Retirement Notice** – Employees who elect to retire with less than four months but at least thirty days prior notification may use their earned or accrued vacation during the period between notice of and actual retirement.
- (b) **Retirement Plan Performance** – The Company agrees to meet with the Local #80 officers annually in order to inform the Union Officers about the investment performance of the MichCon Master Trust Employee Retirement Plan during the previous year. In addition, the Company will provide the officers of Local #80 with a quarterly pension report.
- (c) **Retirement Plan Supplement** – If an employee retires prior to his/her Social Security normal retirement age, with at least 30 years of credited service, he/she may receive an early retirement supplement. For retirements from January 1, 2001 through December 31, 2001, the total minimum monthly pension benefit payable to age 62, including the “supplement,” will be \$2,050. For retirements from January 1, 2002 through December 31, 2002, the total minimum monthly pension benefit payable to age 62, including the “supplement,” will be \$2,050. For union members retiring on a date from January 1, 2003 through December 31, 2003, the total minimum monthly pension benefit payable to age 62, including the “supplement,” will be \$2,100. For retirements from January 1, 2004 through December 31, 2004, the total

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minimum monthly pension benefit payable to age 62, including the "supplement," will be \$2,100. Union members between the ages of 62 and Social Security normal retirement age may elect to continue his/her Company pension supplement until Social Security normal retirement age or begin drawing on any Social Security benefits prior to that date. Members may elect either option but not both. Each member will be required to sign a Social Security Release form and Pension Withholding Authorization form allowing recovery of overpayments should the retiree begin receipt of Social Security benefits and not advise the Company. If an employee retires with 30 years of credited service before age 55, the minimum monthly pension benefit shown above will be reduced to reflect the number of additional years the minimum monthly pension benefit will be received.

- (d) **Early Retirement Reduction Factor** – The Company subsidizes the reduction factor used to determine pensions for employees who retire under age 62. Employees retiring between 55 and 62 will have their pension reduced by 5% per year. True actuarial reduction factors will be used for retirements prior to age 55 and combined with the subsidized rate to form a blended rate.
- (e) **Early Retirement Date** – You may retire anytime after your 55th birthday, provided your age (as of your last birthday) plus your Years of Credited Service (as of the last anniversary of your employment commencement date) total at least 70. If you want to retire at age 60, you must have at least 10 Years of Credited Service. You may retire earlier than your 55th birthday if you have at least 30 Years of Credited Service. If you retire early, you may choose to have your pension payments begin immediately on your 65th birthday or on the first of any month between these dates. If you choose to have payments begin at age 62 or later, you will receive a benefit figured the same way as the normal retirement benefit based on your Years of Credited Service and final average monthly earnings as of the day you retired. Payments will be smaller than if you had worked until your normal retirement date.
- (f) **Normal Retirement Date** – Your Normal Retirement Age under the Retirement Plan is 65. You will be eligible for a Normal Retirement Benefit on your Normal Retirement Date - the first of the month that falls on or follows your 65th birthday.

- (g) **Normal Retirement Benefit** – Under the Retirement Plan, the amount you will receive each month as a Normal Retirement Benefit depends on several factors: (1) your Final Average Monthly Earnings, or FAME (see below). Note that FAME includes shift premiums and sales commissions, but not overtime or premium pay; (2) your Years of Credited Service; (3) the Covered Compensation limit - each year the IRS determines the maximum amount of earnings on which Social Security taxes and benefits are paid. This is called the taxable wage base. Covered compensation is the average of taxable wage bases for the 35-year period ending with the year you reach your Social Security normal retirement age. The average changes each year; and (4) your monthly annuity benefit, if any, under any other pension plan of the Company. Your monthly normal retirement benefit is calculated according to the following formula:

- Step 1. $1.33\% \times \text{Final Average Monthly Earnings}$
 $1.33\% \times \text{Years of Credited Service}$

(Final Average Monthly Earnings (FAME) is the highest average of your monthly earnings for the best 60 consecutive months in the last 15 years prior to your retirement or termination date. Normally, this is your last 60 months of work.)

PLUS

- Step 2. $0.5\% \times (\text{Final Average Monthly Earnings} - \text{Covered Compensation}) \times \text{Years of Credited Service}$ (up to a maximum of 35 years)

PLUS

- Step 3. The amount of your monthly benefit, if any, payable under any other pension plan of the Company or an affiliated company.

The normal retirement benefit described above is the amount you would receive under a Single Life Annuity - that is, monthly payments for life that end when you die, with no payments to a beneficiary after your death. If you are married, or if you choose some other way to receive your benefits, the amount you will receive will be somewhat less, to account for payments after your death to your spouse or other beneficiary.

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(h) Forms of Pension Payment

(i) Standard Forms (Automatic unless you elect otherwise, with spousal consent, if applicable)

- (a) Single Life Annuity:** If you are not married at the time you retire, you will receive a pension for the rest of your lifetime only, with no survivor payments at death.
- (b) 50% Joint and Survivor Annuity:** If you are married when you retire, you will receive a 50% Joint and Survivor Annuity. You will receive a reduced monthly pension as long as you and your spouse both live. If your spouse dies, your benefit increases to the unreduced amount. If you die, your spouse receives 50% of your reduced monthly pension. Reductions are based on your age and your spouse's age at the time of your retirement.

(ii) Alternate Forms (Spousal consent required if married)

- (a) Single Life:** Monthly payments for the rest of your lifetime with no survivor benefits at death.
- (b) Life Annuity with 10 Years Certain:** You will receive reduced monthly benefits for your lifetime. If you die prior to receiving 120 payments, payment will continue to named beneficiary until 120 payments are made.
- (c) Joint and Survivor Annuity (50%, 66-2/3% or 100%):** You will receive adjusted monthly benefits for life. If your spouse is your beneficiary and predeceases you, your benefit will increase to the Single Life annuity amount. When you die, 100%, 66-2/3% or 50% of your benefit amount will be continued to your beneficiary for life.
- (d) Joint and Survivor Annuity with 10 Years Certain (50%, 66-2/3% or 100%):** You will receive adjusted monthly benefits for life. If your spouse is your beneficiary and predeceases you, your benefit increases to the Single Life annuity amount.

When you die, 100%, 66-2/3% or 50% of your benefit amount will be continued to your beneficiary for life. If both you and your spouse die before 120 payments are made, monthly benefits will continue to the next named beneficiary until 120 payments are made.

- (e) **Lump Sum:** You may elect to receive 10% to ~~60%~~ of your pension benefit in a lump sum payment, with the remainder paid under one of the optional annuities, above. Effective January 1, 2001, retirees can elect to receive up to 70% of their pension benefit in a lump sum payment. The minimum amount of any lump sum remains at 10%.
 - (i) **Minimum Pension Annuity** – Effective January 1, 2001, all existing retirees who retired with 30 years of credited service or more will receive a minimum total pension benefit of \$450 per month.
 - (j) **Lifetime Annuity** – Employees who were at least age 55 on December 4, 1988 and who attained at least 30 years of credited service before December 1, 1991 will receive a lifetime annuity of \$50.00 per month starting at age 62 if the employee retires prior to age 62, or at the time of retirement if the employee retires after age 62.
 - (k) **Termination Before Retirement:** Employees terminating the Company with a vested pension benefit may elect to receive either an immediate 100% lump sum payment, immediate monthly annuity payments or a deferred monthly annuity.
- (l) **G.A.T.T. Rates**
 - (i) **Termination Before Retirement** – Effective January 1, 2000, if you leave the Company after you become vested in the Retirement Plan and choose to receive your pension in the form of a 100% immediate lump sum payment, the actuarial equivalence factors used to determine lump sum payments will be based on the "G.A.T.T." (General Agreement on Tariffs and Trade, part of the Retirement Protection Act of 1994) rates in effect for that plan year. Prior to January 1, 2000, PBGC rates will be used.

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- (ii) **Normal and Early Retirements** – This will confirm that we have agreed that for retirements effective January 1, 2000 and thereafter, the lump sum (10%-70%) calculation will be based upon the terms of the Retirement Protection Act of 1994 (Uruguay Round Agreements Act, Public Law 103, 405 G.A.T.T.) and the G.A.T.T. rates in effect for that plan year. Prior to January 1, 2000, PBGC rates will be used.
- (m) **Cost of Living Increases** – Regular full-time and regular part-time employees on the active payroll as of December 31, 1994 are eligible to receive annual cost of living adjustments on their pension benefits. Employees hired on or after January 1, 1995 are not eligible for cost of living adjustments on their pension benefits.
- (n) **Years of Credited Service** – The amount you will receive each month after you retire is based in part on the Years of Credited Service you complete with the Company. Except as set forth below, before January 1, 1975 your Years of Credited Service were counted as your total years of employment with the Company. Until July 1, 1963, participation in the plan was voluntary. If you started working for the Company before that time and you chose not to join the plan on the earliest date that you were eligible to do so, then you are credited only with one Year of Credited Service for the period between your first day of work and the day you did join the plan. Since January 1, 1975, you are credited with a Year of Credited Service for each 12 month period (beginning on your first day of work) during which you completed at least 2,080 Hours of Service. If you complete at least 1,000 but less than 2,080 Hours of Service in any 12 month period (beginning on your first day of work), you will get credit for a partial Year of Credited Service. The partial year is based on a fraction equal to $(\text{Your Hours of Service}) \div (2,080)$. Normally, you will get a partial Year of Credited Service only if you work part-time or you leave the Company.
- (o) **Years of Service for Vesting** – Your Years of Credited Service also help determine when you become vested in your benefit - that is, when you will have a right to a pension whether or not you stay with the Company until you retire. Since January 1, 1975, your Years of Service for Vesting have been figured differently from your Years of Credited Service for determining the amount of your pension. To earn a Year of

Service for Vesting, you must complete at least 1,000 hours of service during any 12 month period that begins on your first day of employment with the Company or any anniversary thereof. You are 100% vested in the Retirement Plan after completion of five Years of Vesting Service.

- (p) **Break in Service** – Under the Retirement Plan, if you temporarily leave the Company before you have completed at least five Years of Service, you may have a break in service. This will happen if you complete less than 501 Hours of Service in any 12 month period beginning on your employment commencement date or any anniversary thereof. If you have a break in service, you may lose credit for the Years of Credited Service and the Years of Service for Vesting you built up before the Break. If the Break is for more than five years and is longer than the Years of Service you completed before the Break, you will lose credit for those previous years. You will have to begin building up Years of Credited Service and Years of Service for Vesting as though you were a new employee. If your Break is for less than five years or is shorter than your previous Years of Credited Service, you will be able to get back credit for your previous years after you return to the Company and complete one more Year of Credited Service.

NOTE: Layoff, sick leave, authorized leave of absence, other authorized absence that lasts 30 days or less, and military service during periods of national emergency are not considered termination of your employment. You keep all benefits under the Retirement Plan if you return to work from these leaves within a specified period of time.

- (q) **Disability Provision** – If you become disabled, you may be eligible for a special retirement benefit under the Retirement Plan. You will be eligible if you become totally and permanently non-occupationally disabled before the age of 65 and you have at least 10 Years of Service when you become disabled. If you have an occupational disability (one caused by your employment with the Company), you will be eligible for this benefit even if you have not completed 10 Years of Service. Your Disability Retirement Benefit is figured according to a special formula based on, among other factors, your Years of Service and Final Average Monthly Earnings at the time you become disabled. For an occupational disability, there is a minimum amount you will receive –

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at least 20% of your average total monthly earnings in the five years before your disability began. If you have less than five Years of Service, your average total monthly earnings while you were employed will be used. Your Disability Retirement payments will continue until you die, reach age 65, or recover, whichever occurs first. At age 65, your pension will be changed to a Normal Retirement Benefit for total and permanent disability under the Retirement Plan.

(r) Surviving Spouse Annuity Benefit

(i) The Company has adopted a Surviving Spouse Annuity benefit applicable to all active employees. An eligible widow or widower will receive a lifetime monthly annuity equal to 20% of the deceased employee's Primary Monthly Earnings at death. Additionally, effective January 1, 1998, each dependent child, to a maximum of four children, will receive a monthly annuity equal to 5% of the deceased employee's Primary Monthly Earnings, payable until the attainment of age 25 for each dependent child. This benefit is only available if the employee has satisfied the eligibility requirements for participation in the Michigan Consolidated Gas Company Retirement Plan for Employees Covered by Collective Bargaining Agreements. The Company has the right to amend, alter, or discontinue the Surviving Spouse Annuity benefit without the consent of the Union, provided that such amendment, alteration or discontinuance shall not operate to reduce the benefit level.

(ii) Cost of Living Increases - Surviving Spouses

Surviving spouses of regular full-time and regular part-time employees on the active payroll as of December 31, 1994 will be eligible to receive cost of living adjustments on their pension benefit on an annual basis in accordance with the terms of the Michigan Consolidated Gas Company Retirement Plan for Employees Covered by Collective Bargaining Agreements. Surviving spouses of employees hired on or after January 1, 1995 are not eligible for cost of living adjustments on their pension benefit.

(2) MichCon Investment and Stock Ownership Plan

The Company has made provisions for its full-time employees, regardless of age, who have completed three months of Company service effective January 1, 2001, to enroll in the MichCon Investment and Stock Ownership Plan ("Plan"). Following are the major provisions of the Plan:

- (a) Effective April 1, 1998, each eligible employee can elect to invest total contributions from 1% to 17% to his or her Eligible Compensation. *Employee contributions may be directed to the salary reduction (401(k) pre-tax) or voluntary reduction account (after tax).*

Effective January 1, 2001, the maximum employee contribution to the 401(k) pre-tax account is no longer limited to 9%; the full 17% may be directed to the pre-tax account. Deductions will be made bi-weekly from the employee's paycheck each payroll.

- (b) Effective with the first payroll in March 2001, the Company will match the employee's contributions in accordance with the following schedule:

Company Match (Percentage)	Years of Completed Service
<u>3%</u>	1 through 3
<u>4%</u>	More than 3 through 9
5%	More than 9 through 23
6%	More than 23

(Note: Until the first payroll in March 2001, the Company match is 2% for 1 through 3 years, 3% for more than 3 through 6 years and 4% for more than 6 through 9 years.)

- (c) The Company's matching contribution shall be based on the employee's Eligible Compensation earned. In no event shall the Company's matching contribution exceed the employee contribution except in the case of an employee on workers' compensation, in which case the Company will make the matching contribution up to the allowable percentage, based on the employee's Eligible Compensation, years of service and the employee's elected contribution level as in effect during

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employee's last period of active service, provided that the employee has been on workers' compensation for at least 40 continuous hours.

- (d) The employee may direct his or her contributions to be invested in any fund available in the Plan or the MCN Stock Fund (or successor Employer stock fund), none of which guarantee any return on investments; or a fixed income fund that has fixed interest rates or any combination of these funds.
- (e) Effective January 1, 2001, sixty percent of the Company's matching contribution shall be invested in MCN stock or successor Employer stock. The employee may direct the investment of the remaining forty percent of the Company's matching contribution in MCN stock or successor Employer stock, or any other fund available in the Plan. With the effective date of this change, the additional fifteen percent – the difference between the new forty percent and the prior twenty-five percent – will be invested in the same funds as the employee has directed for his or her twenty-five percent Company match. The employee may change the investment direction of the forty percent portion of the Company match on a daily basis.
- (f) Distribution of both the employee contributions and Company contributions will be made upon retirement, death, disability retirement or employment termination after 5 years of employment. If employment termination occurs before 5 years of employment, the employee will only receive distribution of his or her contributions, plus earnings, if any. Effective July 1, 1995, retired and terminated employees may take partial distribution of their plan accounts four times per year.
- (g) Distribution of amounts invested in the MCN Stock Fund or successor Employer stock will be in stock certificates or cash. Distribution of amounts invested in the other funds generally will be a lump sum payment of cash.
- (h) The enrolled employee may change the investment direction of his or her allotments and/or the Company matching contribution daily.
- (i) The employee may increase or decrease his or her allotments once each biweekly pay period.

- (j) An enrolled employee may withdraw up to 100% of his or her voluntary deduction account (after tax), not including interest, after 24 consecutive months of participation and each 24 months thereafter. The withdrawal is limited to the lesser of his or her contributions or the value of the employee's voluntary deductions. Effective January 1, 1998, an employee may withdraw 100% of his or her post-tax allotments and earnings without being suspended from Plan participation.
- (k) The cost of managing the various investment options in the Plan will be the responsibility of the participating employee. The Company will continue to pay 100% of the administrative costs of the Plan.
- (l) The Company expressly reserves the right to amend, modify, suspend or terminate the MichCon Investment and Stock Ownership Plan by action of the Board of Directors, without consent of any Union, and at the Company's sole discretion. Any such modification or amendment of the Plan may be made retroactively by the Company, if necessary or appropriate, to qualify or maintain the qualification of the Plan as a Plan and trust meeting the requirements of ERISA, of the Internal Revenue Code, and of any other applicable provisions of the federal laws, and the regulations issued thereunder, as now in effect or hereafter adopted. Further, in the event of any interpretation, discrepancy, application, and/or decision in specific circumstance, the official text or terms of the plan document of the MichCon Investment and Stock Ownership Plan will govern.
- (m) **Longevity Recognition Award**

Effective March 1, 1998, non-highly compensated employees who have attained their 30th or later anniversary with the Company on or before March 1, are eligible to receive a special annual employer contribution to the Plan equal to the number of shares of MCN stock or successor Employer stock which can be purchased with \$600, rounded to the nearest number of whole shares. These contributions are prospective only and no retroactive shares will be awarded for eligible anniversaries prior to March 1, 1998. The contribution will be made once a year within 30 days after March 1st to all eligible employees who are on the active payroll at the time of the contribution. The contribution will be made to the MCN Restricted Stock Fund or successor Employer restricted stock fund. Plan accounts will be established for

any employee who is not a participant in the Plan.

- (3) **Group Life Insurance** – Active employees, as part of the Flexible Benefits Plan, will be eligible for Basic Life insurance equal to 1/2 times annual base wage, fully paid by the Company. New employees will be eligible for this benefit the first of the month in which their second month anniversary occurs. In addition, each employee shall be eligible to purchase additional life insurance coverage up to 4-1/2 times base wage. Effective January 1, 2002, life insurance coverage for spouses of active employees will increase from a \$1,500 Company paid benefit to a \$10,000 Company paid benefit. The life insurance for retirees will begin reducing by 2% per month each month following retirement to a minimum of \$15,000. If an employee enrolled in 1/2 times pay and then retired, the coverage will remain at 1/2 times annual base wage and reduce by 2% per month to \$15,000, if needed. The Company will pay the first \$12,000 in full and the retiree will pay for coverage in excess of \$12,000. Effective January 1, 1998, the Company will pay the first \$15,000 in full and the retiree will pay for coverage in excess of \$15,000.
- (4) **Accidental Death and Dismemberment** – Accidental Death and Dismemberment (AD&D) insurance equal to 1/2 times annual base wage, fully paid by the Company. Effective January 1, 2003, this will increase to one (1) times annual base wage fully paid by the Company. New employees will be eligible for this benefit on the first of the month in which their second month anniversary occurs. In addition, each employee shall be eligible to purchase additional AD&D coverage up to 4-1/2 times annual base wage, for a combined employee/employer paid maximum of 5 times annual base wage. Effective January 1, 2003, employees will be eligible to purchase additional AD&D coverage of 4 times annual base wage, for a combined employee/employer paid maximum of 5 times annual base wage.

ARTICLE IX

(1) **Company Seniority** – Company seniority is defined as:

- a) The total of an employee's length of service with the Company prior to June 12, 1960, plus that employee's length of service within the bargaining unit thereafter, unbroken in either case by any event specified in paragraph 4) hereof, provided that such employee was a member of the bargaining unit on June 12, 1960;
- b) The total of an employee's length of service within the bargaining unit prior to June 12, 1960, plus his or her length of service within the bargaining unit thereafter, provided that such employee was an employee of the Company but not a member of the bargaining unit on June 12, 1960, and provided further that his or her total length of service with the Company is unbroken by any event specified in paragraph 4) hereof; or
- c) The total of an employee's length of service within the bargaining unit, unbroken by an event specified in paragraph 4) hereof, provided the employee was hired as a new employee subsequent to June 12, 1960.
- d) December 3, 2000, shall be used as the Company Seniority Date for all employees who were employed in the Customer Service Department (Customer Service, GRAT/New Service and Station Assistant Units) on December 3, 2000.

Company seniority shall be computed by the applicable definition. Notwithstanding the foregoing provisions of this paragraph 1), Company seniority of the employees in the Building Maintenance Section of the Real Estate Department shall be subject to the provisions of the letter dated November 8, 1962 from the Company to the Union.

- (2) **Departmental Seniority** – Department seniority is defined as an employee's length of service, within the bargaining unit in a particular department, unbroken by an event specified in paragraph 4) hereof. Departmental seniority shall be separately computed for the following departments: Distribution, Customer Service (see Customer Service section of contract), Meter Reading, Metering, Property Operations and Maintenance, Property Maintenance Operations, Field Service Operations, Stock and Transportation Departments.

ARTICLE IX

- (3) Seniority of Laid-Off Employees – Employees laid off by the Company shall continue to accrue Company and departmental seniority for a period of three (3) years.
- (4) Loss of Company and Departmental Seniority – An employee shall lose both Company and departmental seniority if:
- The employee resigns;
 - The employee is discharged and not reinstated;
 - The employee fails to comply with the provisions of Article XII; paragraph (6);
 - The employee was hired prior to June 12, 1960, and he or she is laid off for a continuous period exceeding such employee's length of continuous service with the Company
 - The employee was hired on or after June 12, 1960, and he or she is laid off for a continuous period exceeding thirty-six (36) months.
- (5) Employees Transferred Outside the Bargaining Unit – Any member of the bargaining unit who voluntarily transfers to a Non-Union position or to a position within another MichCon bargaining unit as a result of a successful job bid may, either at the election of the employee or the Company, be returned to his or her former classification within the Local #80 bargaining unit without loss of seniority at any time within ninety (90) days from the date of such transfer. Effective March 1, 1995, if he or she is reassigned to the bargaining unit after said ninety (90) day period, such employee shall not be entitled to any department or Union seniority he or she had at the time of leaving the bargaining unit, and he or she will not be assigned to any classification within the bargaining unit until the then members of the bargaining unit have had an opportunity to fill such classification under the provisions of Article X.
- (6) Loans Outside the Bargaining Unit – With the exception of the Customer Service Department (see Customer Service section of contract). When the Company loans Union members to work outside the bargaining unit, and such work is the same as the work normally performed by members of the bargaining unit, employees shall be elected for loan from volunteers who are qualified in the needed classification on the basis of departmental seniority; provided that the Company may select, without

regard to seniority, any employee who volunteers to perform any job outside of the bargaining unit if such job is not covered by the Classification of Work and Wages. No employee who is loaned under the provisions of this paragraph shall lose any seniority or other status by reason of such loan.

- (7) **Revised Seniority List** – The revised seniority lists, have established the seniority status of each employee listed thereon. The Company shall, whenever a large transfer of Union employees between departments takes place, and not less often than annually, furnish the Union with current seniority lists which shall be deemed to be accepted by the Union except to the extent that exception thereof is noted in writing within thirty (30) days after delivery of such revised list to the Union. Notwithstanding the foregoing, in the event an error is discovered in any revised seniority list and called to the attention of the Company, correction of the error shall be made; provided that the Company shall not be required to change any action with has been based on the list containing the error.
- (8) **Breaking Seniority Ties** – Ties in departmental seniority shall be broken by Company seniority. Ties in Company seniority shall be broken by the first of the following factors which is applicable to the employees tied in a specific situation:
- a) Date of employee's application for employment from which he or she was hired;
 - b) Date of employment examination by Company doctor; or
 - c) Date of birth, with the eldest employee being given preference on the seniority list.

ARTICLE X

- (1) **Advanced Assignment Opportunities** – Opportunities for advanced assignment for promotion shall depend upon the need for additional employees in higher classified jobs.
- **Upgrades in Field Service and Distribution** – Any employee who goes to school at the training center for an upgrading in the Field Service Operations or Distribution Operations Departments will be placed on advanced assignment except the employees who are on loan for the entry level position in said department.
- (2) **Job Vacancy Location List** – When the Company finds that such need exists, it shall furnish the Union a list showing the location of such job vacancy, the employees in the classification from which advancements will be made, and the departmental seniority of such employees. See Filling Vacancies, Article XI, also see Letter of Agreements.
- (3) **Filling a Job Vacancy by Movement** – When a vacancy and a surplus / need occur concurrently, the provisions of Article X shall be applied before the provisions of Article XI. No vacancy, at any location, shall be filled by advanced assignment until the employees in the same classification and department who are performing, or who have satisfactorily performed, work which is similar in nature to the work to be performed where the vacancy exists, and who have the highest departmental seniority, are given the opportunity to move to the location or shift where the vacancy exists. Employees in the Distributions, Metering, Property Operation and Maintenance, Property Maintenance Operations, Stock, Transportation, Field Service Operations, Meter Reading Departments and the Customer Service Department may submit their choice(s) in order of preference for moving laterally from one location to another within their department. The employee's choice(s) can be amended at any time prior to a vacancy being posted provided that no change in preference will be permitted with respect to a declared vacancy once the vacancy is posted. Any employee not submitting his or her choice(s) for lateral moves will not be considered for such moves. No more than one (1) employee will be moved as a result of one (1) original vacancy.
- (4) **Semi-Annual Ratings** – With the exception of the Customer Service Department, all employees covered by this Agreement shall be rated by the

Company semi-annually as qualified or not qualified by reason of knowledge, training, ability, skill and efficiency on the work they are currently performing in their job classification. In the event an employee is rated as not qualified, the reason therefore shall be given to the employee. A list of the ratings of employees in each department shall be forwarded to the Union office.

(5) Filling a Job Vacancy by Advanced Assignment – With the exception of the Customer Service Department, after such movement as provided in paragraph 3) above, the vacancy shall be filled by advanced assignment in accordance with the following:

- a) Only those employees shall be eligible for advanced assignment who are in the next lower classification group and who have been rated by the Company (on semi-annual ratings) as qualified and who are satisfactorily performing, or have satisfactorily performed at a group level immediately below the group in which the job opening exists, work of a nature similar to the work to be performed in such higher classified job. If no employee in the next lower classification bids for said job opening, the Company will continue to canvass employees in the next lower classifications who have been rated by the Company (on semi-annual ratings) as qualified and who are satisfactorily performing at a group level, below the group in which the job openings exist, work of a nature similar to the work to be performed in such higher classified job.
- b) Employees not eligible for advanced assignment because they have been rated as not qualified but who have sufficient departmental seniority shall be rated again before any selection for advanced assignment is made. In the event an employee is again rated as not qualified, the reason therefore shall be given to the employee. Employees remaining not qualified upon such re-rating, and therefore not advanced, shall have recourse to the grievance procedure.
- c) Among employees so eligible, selection of those to be offered advance assignment will be made on the basis of departmental seniority. Employees in the Field Distribution Operations, Metering, Property Operation and Maintenance, Property Maintenance Operations, Transportation, Field Service Operations, and Field Meter Reading Departments, desiring advanced assignment opportunities, shall submit their choice(s) in order of preference with respect to the position(s) and

ARTICLE X

location(s) where they would accept an advanced assignment opportunity. The employee's choice(s) can be amended at any time prior to a vacancy being posted, provided that no change in preference will be permitted with respect to a declared vacancy once the vacancy is posted. Any employee not submitting his or her choice(s) with respect to advanced assignment opportunities will not be considered for such opportunities. If special skills are necessary to perform the higher classified job, only those employees will be selected who possess such special skills. If physical fitness is a factor, determination of the employee's qualification shall be made by the Company doctor.

- d) Prerequisite skill qualifications, where required in certain classifications, shall be described in the Classification of Work and Wages. To be eligible for assignment to such a classification, an employee must possess and satisfactorily demonstrate such prerequisite skill qualifications in the manner specified in the classification prior to advanced assignment. Where licenses are a prerequisite skill, the employee must exhibit possession of such license before placement on advanced assignment.
- e) If an employee fails to qualify for an upgrading, they will have to wait six (6) months before they will be given another opportunity for the same upgrading.

(6) Written Details of Movements and Advance Assignments – The Company will furnish the Union written details of all movements of employees and advanced assignments made in accordance with the provisions of this Article.

(7) Removal of an Ineligible Employee From Advanced Assignment – If an employee has been placed on advanced assignment and it is determined within the qualifying period thereafter that another eligible and qualified employee was entitled to such assignment because of his or her departmental seniority, the Company will forthwith terminate the assignment made and place the employee having the greater departmental seniority on such assignment. The qualification of the eligible employee will remain dependent upon his actual work in the higher classification for the specified time. The time worked will remain to the credit of the employee whose assignment is terminated in the event he or she is later placed on the same advanced assignment.

- (8) **Credits Accumulated on Temporary Assignment** – In the event the Company shall request an employee to perform the duties of a higher classification without placing him or her on advanced assignment in accordance with the provisions hereof, for a period sufficient to qualify the employee for promotion to the higher classification, it shall be conclusively presumed that a job vacancy in such higher classification exists. In such event, the provisions hereto relating to the filling of job vacancies by movement of employees and by advanced assignments shall govern the filling of such vacancy. If, under such provisions, the employee who has performed the duties of the higher classification is entitled to such promotion, the employee entitled thereto will be placed on advanced assignment for the higher classification and will be paid the rate for the higher classification; provided, however, that he or she must serve the normal qualifying period specified for the higher classification and meet all other requirements for such classification prior to being promoted thereto. The employee who has performed the duties of the higher classification and has not been promoted shall receive no credit toward qualifying for the higher classification despite any other provision herein contained to the contrary.
- (9) **Failure to Meet Requirements of Higher Classification** – In the event any employee who is placed on advanced assignment for promotion to a higher classification fails to meet the requirements for that classification during the qualifying period specified therein, the Company shall have the right to terminate his or her assignment. Any employee who is placed on advanced assignment for promotion to a higher classification also shall have the right to terminate such assignment during the qualifying period, provided the employee shall not be entitled to credits for time spent on advanced assignment and the higher rate of pay received during the advanced assignment period, when a employee returns to his or her former classification.

ARTICLE XI

- (1) **Movement and Transfers** – This Article relates to movement and transfer of employees other than under the provisions of Article X. For the Customer Service Department, see exceptions as outlined in the Customer Service Department section of the Collective Bargaining Agreement.
- (2) **Special Skills** – An employee with special skills may be transferred to any department where an opening exists for those skills, provided that the opening cannot be filled by employees presently in that department. In selecting said employee(s), the Company will first canvass the employees having said special skill, and if there are no volunteers, the Company will transfer the employee(s) with the lowest seniority having said skill: General Carpenters / Electricians / Plumbers, General Mechanics, Mechanics, Equipment Technicians, Drafting employees and Senior Welders, Welders and Welder Apprentices.
- (3) **Seniority Rights When Transfers Are Made** – When transfers are made between departments covered by this Agreement, the transferred employees shall continue to accumulate seniority in their former department for a period of six (6) months. At the end of six (6) months, the seniority of the transferred employees in their new department shall be started as of the date of transfer and their accumulation of seniority in their old department shall terminate, with the employee's accrued seniority in their old department remaining unchanged and to their credit.
- (4) **Movements and Transfers Within a Department** – When the Company declares that a surplus of employees exists in a classification within a department at a particular location, and that additional employees in such classification are needed at another location in the same department, movement and transfer will be accomplished as follows:
 - a) Employees in such classification at the location where the surplus exists and who are performing or have satisfactorily performed work which is similar in nature to the work available at the new location will be given preference on the basis of departmental seniority in moving to such new locations.
 - b) If no employee in such classification at the location where the surplus exists desires to move, the employees in such classification at such loca-

tion, having the lowest departmental seniority, and who are performing or have satisfactorily performed work which is similar in nature to the work available at the new location, shall be transferred to the new location; provided, however, that the Union officers and departmental representatives referred to in Article II, paragraph 8), shall not be required to transfer in this situation without their consent.

- c) If no employee in such classification at the location where the surplus exists are so qualified, but some employees in such classification at such location desire to move, the Company shall designate the employees to be transferred, taking into consideration their departmental seniority, knowledge, and ability.

d) Lateral Moves Prior to Filling Vacancies

Whenever the need exists to fill a vacancy at any location, any employee who has satisfactorily performed work which is similar in nature to the work to be performed in the classification declared vacant at the station involved may move laterally into the section in which the opening is available, prior to the filling of the vacancy at the station as provided by Article XI. 3). Selection will be made on a departmental seniority basis from the employees who have given the Company prior written notice of their desire to do so. No more than one (1) move will be allowed from any one section to another as a result of the original vacancy or vacancies.

- (5) **Transfers Between Departments** – When the Company declares that a permanent surplus of employees exists within a department and additional employees are needed in another department, transfers shall be made on departmental seniority, with the high seniority employee being given preference in regard to transferring. If no employees desire to move, the employee or employees having the lowest departmental seniority shall be transferred; that the Union officers and departmental representatives referred to in Article II, paragraph 8), shall, for the purpose of transfer, have top seniority rights. This paragraph shall be applicable to the vacancies resulting in departments with the need for additional employees after Article X has been applied to the original vacancy(ies) in that department. Employees possessing special skills as defined in Article XI; (2) may be excluded from transfer, pursuant to this provision, if no surplus exists in their classification. If, however, surplus exists in a special skill classification, employees will be transferred in accordance with this provision.

ARTICLE XI

(6) Loans Between Departments – When the Company declares that a temporary surplus of employees exists within a department and additional employees are needed in another department, loans shall be made as follows:

- a) If the loan involves a work assignment in which the employee reports to his or her own headquarters at the beginning of the shift and returns at the end of the shift, employees shall be assigned work in the borrowing department according to departmental seniority of the employees available on that shift at that location.
- b) If the loan involves a work assignment in the borrowing department, which is in the same location, employees shall be loaned first by canvassing for volunteers and second by assignment of those lowest in departmental seniority within the loaning area. Where the work assignment requests the development of skills, those employees who have developed such skills on previous loans will be loaned first according to departmental seniority.
- c) If the loan is for an extended period in which the employee reports at the beginning of the shift to the borrowing department at a different location, employees shall be loaned first by canvassing the loaning department for volunteers and second by assignment of those lowest in departmental seniority within the loaning department; except that the Union officers and departmental representatives referred to in Article II, (8), shall not be loaned in this situation without their consent. Where the work assignment requires the development of skills, those employees who have developed such skills on previous loans will be loaned first according to departmental seniority.
- d) Employees possessing special skills as defined in Article XI; (2) may be excluded from loan pursuant to this provision, if no surplus exists in their classification. If, however, a surplus exists in a special skill classification, employees will be loaned in accordance with this provision.

Employees may be loaned on a basis other than as above prescribed; provided that in such event the method of bidding on such loans, the method of moving employees between departments as the loans terminate, the method of calling for additional employees, and any other part of the loaning procedure shall be by mutual agreement between the Union and the Company.

- (7) **Written Details of Movements and Transfers** – The Company will furnish the Union written details of all movements and transfers made in accordance with the provisions of this Article.
- (8) **Filling a Job Vacancy Prior to Hiring a Probationer** – Before filling a job vacancy, the Company shall notify the Union of such vacancy, in writing, and shall post notices of such vacancy on all departmental bulletin boards for a period of four (4) working days. Employees desiring to be considered for such vacancy shall notify their department head, in writing, during such four (4) day period. The selection of an employee to fill such vacancy shall be made by Company seniority, provided the employee qualifies under the requirements contained in the Classification of Work and Wages, forming a part hereof. An employee transferred pursuant to this paragraph shall be paid the applicable wage rate indicated in Article XVII, (2). Requests for transfers under this paragraph may be made only by an employee having at least three hundred sixty-five (365) days Company seniority. In the event the employee who is transferred pursuant to this Article and paragraph fails to meet the requirements for the classification during the one hundred and eighty (180) days qualifying period immediately following the effective date of transfer, the Company shall have the right to terminate his or her assignment and return the employee to the classification and department from which employee was transferred. An employee who is transferred in accordance with this provision shall have the right to terminate such assignment during the ninety (90) day qualifying period and will be returned to his or her former classification, department and location. When an employee is transferred in accordance with this paragraph, he or she will not be allowed to request another transfer for a period of six (6) months from the date such transfer became effective.
- (9) **Qualifying Period For Non-Distribution/Field Service Transferees Into Distribution/Field Service** – A Local #80 member who transfers into Distribution/Field Service pursuant to the Collective Bargaining Agreement shall have a one hundred and eighty (180) calendar day qualifying period (ninety (90) calendar days in Field Service and ninety (90) calendar days in Distribution). In the event the employee fails to meet the requirements for the classification during the one hundred and eighty (180) day qualifying period, the Company shall have the right to terminate his/her assignment and return the employee to the classification and department from which the employee was transferred. A Local #80 member who is transferred into

ARTICLE XI

Field Service/Distribution pursuant to the Collective Bargaining Agreement also shall have the right to terminate such assignment during the first ninety (90) days of the qualifying period (forty-five (45) days in Field Service and forty-five (45) days in Distribution) and will be returned to their former classification and department. Nonunion employees and Non-Local #80 bargaining unit members who transfer into Local #80 Distribution/Field Service will be treated the same as new hires.

ARTICLE XII

- (1) **Determination of Employee to Be Laid Off** – In case of layoff for lack of work, the Company's determination of layoff shall be based upon the factors of:
- a) Company seniority; (for Customer Service Department Company Seniority, see Article IX, (1), (d)).and
 - b) Knowledge, training, ability, skill and efficiency.
- An employee possessing special skills who cannot be replaced by an employee in the bargaining unit shall be excluded from layoffs.
- (2) **Preferred Recall List** – An employee laid off for lack of work shall be given two (2) pay periods notice, following notice to the Union, and shall be placed on a preferred recall list for the length of time that he or she retains his or her Company seniority, as provided in Article IX, paragraph (4)(d) or (e). During each period, he or she shall not accrue credits for vacation and sick leave but shall be credited with the Company and departmental seniority if such employee is recalled before the end of the period. If the employee has not been recalled at the end of such period, he or she shall be removed from the preferred recall list and his or her employment shall be terminated. If he or she is thereafter employed by the Company, such employee shall be considered a new employee and classified as a probationer.
- (3) **Determination of Employee To Be Recalled** – In the case of recall from layoff for lack of work, the Company's determination of the employee to be recalled shall be based upon the factors of:
- a) Company seniority;
 - b) Knowledge, training, ability, skill and efficiency for the job; and
 - c) Physical fitness for the job as determined from a physical examination by the Company doctor.
- (4) **Accrual of Vacation Credits and Sick Leave Credits Upon Recall** – An employee who is recalled during the period he or she remains on the preferred recall list shall start to accrue vacation credits and sick leave credits as of the first day of the month in which the employee returns to work at the rate of accrual as if such employee has not been laid off. Further, such

ARTICLE XII

employee shall be entitled to all sick leave credits previously accrued and not used prior to his or her layoff.

- (5) **Rights of Employee Regarding Insurance Plan, Retirement Plan, etc. –** While an employee is on the preferred recall list, or if he or she is recalled within such period, or if his or her employment is terminated without recall, the employee's rights under the Group Life Insurance Plan, Retirement Plan, MichCon Traditional Medical Plan or Health Maintenance Insurance Plans, Group Dental Plan, Surviving Spouse Annuity Plan and Prescription Drug Co-Pay Plan shall be governed by the provisions of such plans.
- (6) **Notice of Recall and Reporting for Work –** Notice of recall shall be mailed by registered mail to the employee's last address on the Company's records. It is the employee's responsibility to provide the Company with any address changes. The employee so notified must, within seven (7) days after such notice is mailed, report for an interview or advise the Company of his or her intentions with respect to such notice recall. Failure to report or advise the Company, as provided above, or failure to accept a job as offered in the department from which the employee was laid off shall result in his or her removal from the recall list and shall void such employee's seniority rights. Failure to accept a job as offered in any other department shall not alter his or her place on the preferred recall list, nor alter the employee's seniority rights.
- (7) **Seniority Rights of Union Officers, Departmental Representatives and Executive Board Members –** The Union officers and departmental representatives referred to in Article II, (8), and up to thirty-five (35) Executive Board members shall, for the purpose of layoff, have top seniority rights.

ARTICLE XIII

- (1) **Settlement of Differences** – If any differences of any kind arise between the Company and the Union or its members as to the meaning, application or asserted violation of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to effect a settlement. Any employee having such a difference shall take the matter up with his or her immediate supervisor within twenty (20) calendar days after its occurrence. If the employee so requests, he or she may be accompanied by a Union representative. If a Union representative attends the difference meeting, the employee's supervisor may be accompanied by another member of supervision. The immediate supervisor shall attempt to adjust the difference and shall give his or her answer within three (3) working days after the discussion with the employee. If the answer is not accepted, the difference may become a grievance, and a written grievance in triplicate on the form provided for that purpose shall be signed by the aggrieved employee within three (3) working days after receiving the immediate supervisor's answer. The employee shall deliver three (3) copies to his or her immediate supervisor who within two (2) working days shall sign and date all copies, return one (1) copy to the employee and mail one (1) copy to the Union office.
- (2) **Penalty Clause** – Failure by the Company or the Union to answer a grievance at any step of the grievance procedure within the time limit specified therein shall cause the grievance to be automatically processed to the next step of the grievance procedure, provided that a grievance shall not be processed from Step C to Step D by virtue of the Company's failure to answer at Step C unless the Union appeals the decision to Step D in writing within seven (7) working days after conclusion of the Step C meeting.
- (3) **Grievance Procedure** – The procedure for the handling and settlement of such grievance shall be as follows:

STEP A – The Step A meeting shall be held within five (5) working days after the date of the written grievance. This meeting will be attended by the employee and not more than two (2) Union representatives or officers or, in the alternative, by not more than three (3) Union representatives or officers, and by not more than three (3) Company representatives. The Company shall deliver to the Union office its answer and the reasons, therefore, in

ARTICLE XIII

writing, within four (4) working days after the conclusion of the meeting. If the answer is not accepted, the Union may appeal the decision to Step B, in writing within seven (7) working days after the conclusion of the Step A meeting.

STEP B – Each party shall, within five (5) working days after the date of the Union's appeal or the date on which the grievance is automatically processed to this step of the grievance procedure, as provided in paragraph 2) of this Article XIII, whichever may be the case, prepare and deliver to the other party a signed statement in triplicate, setting forth its views of the facts and findings to date. The aggrieved party shall also set forth all its claims and basis therefor. In the event any party shall fail to comply with the foregoing requirements within the prescribed time limits; the party who has complied may serve upon the party who has failed to comply a written demand requesting compliance. In the event the non-complying party fails to comply within three (3) working days at the receipt of such a demand, the grievance shall be considered as no longer existing if the non-complying party is the Union or the employee, or be considered as awarded to the Union if the non-complying party is the Company. This action shall not constitute a precedent for any other pending or subsequent grievances. Any such demand shall be served upon the Union by delivery to its office in Detroit and upon the Company by delivery to its Labor Relations Department in Detroit. Within three (3) working days after the exchange of these statements, a meeting shall be held to be attended by not more than two (2) Union officers or representatives and by not more than two (2) representatives of the Company. The Company representative shall deliver to the Union office its answer and the reasons therefore, in writing, within four (4) days after the conclusion of the meeting. If the answer is not accepted, the Union may appeal the decision to Step C, in writing, within seven (7) working days after the conclusion of the Step B meeting.

STEP C – A Step C meeting shall be held within five (5) working days after the date of the Union's appeal or the date on which the grievance is automatically processed to this step of the grievance procedure, as provided in paragraph 2) of this Article XIII, whichever may be the case, attended by not more than two (2) representatives selected by the Company and not more than two (2) representatives selected by the Union. At least one (1) representative so selected by each party shall be a person not previously involved in any prior step of the grievance procedure. The Company repre-

sentatives shall deliver to the Union office their answer and the reasons therefore, in writing, within four (4) working days after the conclusion of this meeting. If the answer is not accepted, the Union may appeal the decision to Step D, in writing, within seven (7) working days after the conclusion of the Step C meeting. It is mutually agreed that new issues, not previously discussed, will not be considered in the event any grievance is processed to arbitration.

STEP D - A Step D meeting shall be held within four (4) working days after the date of the appeal, and at said meeting, the Union and the Company shall undertake to select an impartial arbitrator by mutual agreement from a list of five (5) arbitrators selected by each party and submitted at this meeting. If the parties cannot agree upon an arbitrator at the aforesaid meeting, the party demanding arbitration may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Within five (5) working days, after receiving this list of arbitrators, the parties shall meet and each party, alternately, will strike one (1) name from the list until one (1) name remains, and that person will be asked to hear the case. The moving party will strike the first name and from then on, in each succeeding arbitration case, the parties shall alternate in striking the first name from the list submitted. The parties shall attempt, in good faith, to agree upon a joint stipulation of the issues involved. In the absence of such agreement, each party shall submit to the arbitrator its own statement of the issues involved. Either party may submit a written brief to the arbitrator before the hearing, provided that all pre-hearing briefs must be filed and served upon the opposing party at least three (3) working days before the time set for the hearing. Post-hearing briefs may be filed within such times as may be fixed by the arbitrator. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Collective Bargaining Agreement. The arbitrator's decision shall be final and binding upon the Company, the Union and the employees. The arbitrator's fees and expenses shall be divided equally between the parties. If the arbitrator requires a transcript of an arbitration hearing, or the Company and the Union mutually agree that an arbitration hearing shall be stenographically reported or recorded, the cost of such reporting or recording and the cost of the minimum number of transcripts required shall be divided equally between the parties. If only one of the parties desires that an arbitration hearing be stenographically reported or recorded, and the arbitrator does not require a transcription of such hearing, such party shall pay the entire

ARTICLE XIII

reporting or recording fees and the cost of any transcripts made of such report or record; provided, however, that if the other party subsequently procures any part of a transcript of such record or report made, it will reimburse the other party for one-half (1/2) of the total cost of the reporting or recording fees and the minimum number of transcripts that are required. Otherwise than herein provided, each party shall pay its own expense.

- (4) **Effect of Settlement** – The settlement of any difference, dispute or grievance, prior to commence of an arbitration hearing, shall not, in any manner, constitute or establish a precedent for the settlement or disposal of pending or subsequent grievances, nor shall such settlement or disposal create a basis for retroactive adjustment in any other dispute or grievance, nor shall such settlement constitute an interpretation of the Collective Bargaining Agreement.
- (5) **Company Representative and Waiver of Steps** – At least once each calendar year, the Company shall send the Union a statement designating, by title or name, the representatives who will act for the Company at each step of the grievance procedure. The Company and the Union, by mutual agreement, may waive any steps of the grievance procedure to expedite the settlement differences.

The Company and Union have agreed to an expedited arbitration process (see Letter number 22).

- (6) **Union Grievance Committee Members** – For the purpose of handling grievances, the Union shall designate eight (8) members of its organization, one (1) from each department, who shall be departmental grievance members and together shall constitute the grievance committee.
- (7) **Definition of Working Day** – As used in this Article, a working day shall mean any day, Monday through Friday, except holidays.

ARTICLE XIV

- (1) Disciplinary Warnings** – When an action by an employee is such as to result in a supervisory warning, which may in the future be used in considering more severe disciplinary action, such warning shall be in writing, and one (1) copy of such written warning shall be given to the employee and two (2) copies of such written warning shall be delivered or mailed to the Union office within twenty (20) calendar days after the Company's first knowledge of the occurrence. One copy of the warning will be noted by the Union Grievance Committee and returned to the Company and a written warning given to an employee after such twenty (20) day period shall be a nullity.
- (2) Discipline Resulting in Suspension or Discharge** – When disciplinary action is taken which results in the suspension or discharge of an employee, the Company shall notify the Union office within ten (10) calendar days of the action and the reason therefore. If the Company fails to give notification to the Union office within the ten (10) calendar day period, the suspension or discharge shall be considered a nullity. In the investigation of any employee's conduct which may result in suspension or discharge, if the employee so requests, he or she shall be accompanied by a Union representative or officer who will not be paid by the Company for such Union activity. When the suspension is of indefinite duration, pending review of the facts and determination of the ultimate penalty, the Company shall keep the Union advised of the status of the review and shall not unnecessarily delay its decision. Suspension penalties shall be the equivalent of straight-time hours lost. During the suspension period, notwithstanding any other provision of the Collective Bargaining Agreement, the suspended employee shall accrue vacation credits, he or she shall retain his or her rights under the Group Life Insurance Plan, Medical Plan and Comprehensive Medical Plan or Health Maintenance Insurance Plans, Group Dental Plan, Retirement Plan, Surviving Spouse Annuity Plan and Prescription Drug Co-Pay Plan; such employee shall be considered for advanced assignment opportunities if he or she can be contacted by reasonable effort, and he or she shall be entitled to idle holiday pay, if a holiday falls during the suspension period. If a discharge is reduced to a suspension by arbitration, the employee's right to fringe benefits during the suspension period shall be governed by the arbitrator's award. If an employee reports for work on his or her scheduled shift and is subsequently suspended or discharged for an offense committed on a prior shift, he or she will receive a minimum of two (2) hours pay.

ARTICLE XIV

- (3) **Just Cause for Discharge** – Without excluding other causes for discharge, the following shall constitute just cause from which there shall be no appeal except to determine the validity of the charge, to negotiation or arbitration between the Company and the Union; namely, drunkenness or illegal use of drugs, dishonesty in conduct involving theft of money or property, failure to obey a direct order, direction of violent verbal abuse or physical attack toward supervisory personnel, and willful damage to Company property and business.
- (4) **Discharged Employees' Appeal Rights** – Subject to the limitations provided in paragraph 3) above, in the event an employee of the Company, who shall be discharged from his or her employment from and after the date hereof, believes that he or she has been unjustly dealt with, that employee shall, within forty-eight (48) hours from the time of discharge, file his or her grievance with the Grievance Committee who shall, in turn, within forty-eight (48) hours after receipt of said grievance, notify the Company of the grievance and request the adjustment of the same, beginning at Step B of the grievance procedure herein provided. In the event it should be decided, under the grievance procedure of this Agreement, that an injustice has been done to the employee with regard to his or her discharge or discipline, then the Company shall rescind such penalty and abide by the disposition of the grievance with regard to any loss of wages.

ARTICLE XV

Contract Work - The Company agrees that it will not contract any work that its employees can efficiently and expeditiously perform and which is ordinarily and customarily done by its regular employees. The above language does not limit or restrict the Company's right to contract out work as long as employees normally performing such work are not affected by layoff or a reduction of hours below forty (40) per week.

ARTICLE XVI

Classification of Work and Wages – Classifications of Work and Wages, during the term of this Agreement or any extension thereof, shall be as set forth in the Classification of Work and Wages dated October 3, 2004.

ARTICLE XVII

- (1) **New Employees** – With respect to new employees, the first three hundred and sixty-five (365) calendar days of employment shall be considered a probationary period during which time such employee shall not be placed on the seniority list. During the first one-hundred and eighty (180) calendar days of employment, an employee may be discharged without recourse to the grievance procedure. During the entire probationary period of three hundred sixty-five (365) calendar days, an employee can also be discharged without recourse to the grievance procedure if the employee is not qualified for the position or has failed to demonstrate satisfactory job performance. After completion of the probationary period, such new employee's seniority shall start from the date of hiring.
- (2) **Probationers** – Those newly hired into the Company shall be probationers until a probationary period of three hundred and sixty-five (365) calendar days shall have been served. Transferees into the bargaining unit shall be probationers until a probationary period of one hundred and eighty (180) calendar days shall have been served. Any employee who hires or transfers into the Detroit District bargaining unit on or after January 1, 1995, with the exception of bargaining unit transferees and those hired into Special Skills classifications as defined in Article XI, (2) and those hired into the Appliance Fitter, Service Consumption Technician and Building Operator Technician classifications will be paid 65% of the classified pay rate in effect on January 2001 for the life of this agreement and will receive a flat \$0.50 per hour wage increase every six (6) months for a period of thirty-six (36) months as outlined in Schedule I.

SCHEDULE I

	Starting Rate During 36-Month Period	Flat Six Month Per Hour Raise During 36 Month Period
Field Operator Apprentice	<u>\$13.62</u>	50¢
Maintenance Fitter Apprentice	<u>\$13.62</u>	50¢
Service Technician Apprentice	<u>\$13.62</u>	50¢
Metering Technician	<u>\$13.82</u>	50¢
Maintenance Technician	<u>\$14.03</u>	50¢
Janitor	<u>\$12.88</u>	50¢

ARTICLE XVII

Building Repair Employee	<u>\$13.82</u>	50¢
Building Operator	<u>\$13.09</u>	50¢
Storekeeper	<u>\$13.93</u>	50¢
Utility Employee – Stock	<u>\$13.55</u>	50¢
Utility Employee – Transportation	<u>\$13.30</u>	50¢
⁽¹⁾ Appliance Fitter	(\$8.75, \$9.25, \$9.75, <u>\$10.25</u>)	--
⁽¹⁾ Building Operator Technician	(\$9.00, \$9.50, \$10.00, <u>\$10.50</u>)	--
⁽²⁾ <u>Meter Reader</u>	<u>\$10.00</u>	--

⁽¹⁾Hourly rates listed for the first, second, third **and fourth** years of employment

⁽²⁾**New hire rate shown. Progression to \$13.00/hour after three (3) years.**

Upon completion of thirty-six (36) months within said classification; he/she will advance to the full contract rate, if qualified.

Bargaining unit employees who are on a thirty-six (36) month automatic wage progression and who transfer into the Local #80 bargaining unit with less than thirty-six (36) months of employment will be paid an appropriate flat rate as determined by the Company until such time as they complete their thirty-six (36) months. Such bargaining unit transferees with thirty-six (36) months of employment or more will be paid 95 percent of the base rate of the classification they are transferring into for the first nine (9) months. Thereafter, the employee shall be paid their full-classified rate.

Employees transferring into Special Skills classification with less than twelve (12) months Union seniority will be paid 85 percent of the base rate of pay until they have accumulated a total of twelve (12) months of Union seniority. During the next six (6) month period, the employee will be paid 90 percent of the base rate of pay and thereafter receive the base rate of pay. Employees with more than twelve (12) months Union seniority but less than thirty-six (36) months of Union seniority will be paid 90 percent of the base rate of pay for the first six (6) months and thereafter receive the base rate of pay. Employees with more than thirty-six (36) months Union seniority will receive the base rate of pay.

Any employee newly hired into a special skills classification as defined in the Classification of Work and Wages section of the contract will be paid 85

percent of the base rate of the classification in which he or she is assigned for twelve (12) months. During the next six (6) month period, such employee will be paid 90 percent of the base rate of his or her assigned classification. After completion of eighteen (18) months of employment, the employee will be paid the full base rate of his or her classification. Rate changes applicable shall become effective on the Sunday following the completion of the applicable periods set forth above except that when the date of completion falls on a Sunday or Monday, the change shall become effective on the beginning of the pay period in which such completion date falls. Accumulated total time will not apply on the probationary period if interrupted by absence for six (6) weeks or longer at any one time. If a probationer cannot perform the duties of the group in which classification the employee was scheduled, the employee may at any time be dismissed or be classified in and assigned the duties of any other group in which there may be a vacancy.

No employee shall be hired to fill a vacancy in any classification if there is an employee in a lower classification of similar nature within the same department who is qualified to meet the requirements of the vacancy.

- (3) **Probation Notification** – The Company agrees to give notice to the president of the Union monthly during the entire three hundred and sixty-five (365) day probationary period, when a probationer has not been performing well.

It is agreed and understood that failure to comply with this provision will not preclude the Company from terminating said employee prior to the end of his or her probationary period, and that the intent of this understanding is to give the Union the opportunity to assist the probationer to succeed. Additionally, employees who have satisfactorily completed probation will be advised of same at such time.

- (4) **Benefit Entitlement** – Benefit entitlement for the **Traditional Medical Plan** shall become effective for new employees on the first of the month in which their **second month anniversary** occurs.

- a) **HMO Coverage** – Shall become effective for new employees the first (1st) of the month in which their **second month anniversary** occurs. See Article VII, **(Preamble A)**.
- b) **Dental Coverage** – Shall become effective for new employees on the first (1st) of the month **in which their second month anniversary**

ARTICLE XVII

occurs. See Article VII, (5).

- c) **Group Life Insurance** – Benefit entitlement for life insurance shall not become effective until the first (1st) of the month in which their second month anniversary occurs. See Article VIII, (3).
- d) **Holidays** – Effective December 1, 1994, employees with less than ninety (90) days of service will not be eligible to receive pay for the first two (2) holidays.
- e) **Savings Plan** – See Article VIII, (2).
- f) **Prescription Drug Co-Pay** – New employees are eligible on the first of the month in which their second month anniversary occurs. See Article VII, (2).

(5) **Part-Time Employees** – Any employee who is hired or agrees to work a stipulated workweek of less than forty (40) hours shall be defined as a part-time employee. The following provisions are applicable to part-time employees only:

- a) A part-time employee shall accrue vacation credits at the applicable monthly accrual rate given in Article V, paragraph 1), multiplied by the ratio that the number of hours of his or her stipulated workweek bears to forty (40) hours.
- b) The provisions of Article V shall apply to a part-time employee, except that such employee shall accumulate sick leave credits at the applicable monthly accrual rate given in Article V, multiplied by the ratio that the number of hours of his or her stipulated workweek bears to forty (40) hours.

(6) **Summer Employees** – Without any requirement of posting, the Company may hire summer employees in any starting job in Distribution Operations, Property Operation and Maintenance Departments, Transportation, and the Stock Department, provided that it notifies the Union of the proposed employment. Effective December 3, 2000, the pay rate for summer employees will be \$10.00 an hour for each year of the contract. This rate of pay shall remain consistent throughout the term of the contract. Incumbent summer employees returning from the previous year shall

continue to receive the base rate of pay in effect at the expiration of their previous year assignment. No such employee shall remain a summer employee for longer than one hundred twenty (120) days. During this period, the employee shall not be eligible for any Company sponsored health care plan, Prescription Drug Co-Pay Plan, Surviving Spouse Annuity, Group Dental Plan, Group Life Insurance coverage, Accident and Sickness Benefit Plan, Holiday pay, Jury Duty pay or accrual of vacation credits. Summer employees safety shoe and clothing allotments will be limited to one (1) pair of shoes and one (1) vest over the term of their employment unless otherwise approved by management. Such employee shall retain all other benefits accorded employees hired on a regular basis. Upon completion of one hundred twenty (120) calendar days' employment, the employee shall become a regular employee.

- (a) The Company has the right to terminate summer employees with or without cause within one hundred twenty (120) calendar days after the date of original employment.

ARTICLE XVIII

- (1) **Term of Agreement** – This Agreement shall take effect as of 12:01 a.m. December 3, 2000, and shall remain in full force and effect until 12:01 a.m. October 3, 2004, and from year to year thereafter, unless either party notifies the other, in writing, at least sixty (60) days before October 3, 2004 or before October 3 of any subsequent year, of its desire to terminate same.
- (2) **Mutual Acknowledgment of Agreement** – The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It is understood that nothing in this Agreement shall be construed to prevent its modification by mutual consent.

ARTICLE XIX

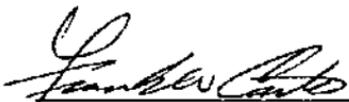
Good Faith Signatures – The Company, for itself, and the Union, for itself and its members, each agree that they will in good faith abide by all the terms and conditions of this Agreement.

SIGNED – On behalf of
Michigan Consolidated Gas Company

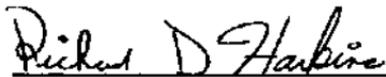


LEWIS S. BARR, Director
Safety and Labor Relations

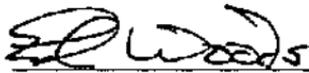
On Behalf of Gas Workers Local #80
Service Employees International Union, AFL-CIO



FRANK W. CARTER
President



RICHARD HARKINS
Executive Vice President



ED WOODS
Secretary-Treasurer



JOHN STEFFES
Vice-President

CLASSIFIED COMMON

RATES

2000 - 2004 INCENTIVE PROGRAM – LOCAL #80

FUND: MichCon Financial Performance
(As Measured by ROE) – will generate → Corporate
Fund
\$\$\$

SCALE: For

11.50% ROE would fund	3.5% Payout
<u>12.50% ROE would generate</u>	<u>4.4% Fund</u>
<u>13.00% ROE would generate</u>	<u>4.8% Fund</u>
<u>13.50% ROE would generate</u>	<u>5.0% Fund</u>
<u>14.00% ROE would generate</u>	<u>5.3% Fund</u>

**MEASURED
PAYOUT
ELEMENTS:**

Work Unit Performance	3.5%⁽¹⁾⁽²⁾
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Notes:

(1) After subtracting the amount to be added to the applicable classified wage rate for each year of the contract, the remaining portion of said fund will be available to pay out as a lump sum payment to eligible employees for success against department work unit performance monies in accordance with existing MichCon Administrative Guidelines for the Corporate Pay for Results Program for Union employees.

During the term of this Agreement, all lump sum payments payable under the MCN Pay Program shall be effective in March of each year following Board approval of the ROE for the prior year.

(2) Effective with the year the Merger is completed, the fund to be used for the Union Incentive Program will be determined by the amount of money DTE Energy sets aside for its Union Incentive Program that year and for each year of the remaining years under the contract.

DETAILS OF FOUR (4) YEAR AGREEMENT

	(Average) Nov 2000	Dec 03, 2000	Dec 02, 2001	Dec 01, 2002	Dec 07, 2003	4 Year Total
Average Job Classification:						
Wage - % Increase		2.5%	3.0%	3.0%	3.0%	11.5%
Equity Adjustment - % Increase ¹	0.0%	0.0%	0.5%	0.5%	1.0%	
Prior Contract - % Increase	0.5%	--	--	--	0.5%	
Total - % Increase to Base ²	3.0%	3.0%	3.5%	3.5%	13.0%	
Hourly Rate - Increase		\$0.64	\$0.66	\$0.79	\$0.82	\$2.91
Ending Hourly Rate	\$21.28	\$21.92	\$22.58	\$23.37	\$24.19	

¹ For modification to Joint Classifications Agreement.

² Union employees in automatic \$.50/hour step increase progression phase of employment and Service Consumption Technicians are not eligible for base wage increases.

1. 12.5% GUARANTEED WAGE INCREASE NOT TIED TO THE COMPANY'S RETURN ON EQUITY.

2. IN CONSIDERATION FOR THE COMPANY'S AGREEMENT TO A CONTRACT EXPIRATION DATE OF OCTOBER 3, 2004, IT IS AGREED THAT THE FIRST WAGE INCREASE UNDER THE NEXT CONTRACT NEGOTIATED BETWEEN THE PARTIES WILL BE EFFECTIVE DECEMBER 5, 2004.

GAS WORKERS LOCAL #80

CLASSIFICATION RATES

Effective
12/03/00

Field Operator Classification:

General Field Operator (Incumbent)*	\$23.11
General Field Operator	22.91
Field Operator	21.52
Field Operator Apprentice	20.95

*Pay rate for the original fifty-four (54) General Field Operators

Dispatch Section:

General Clerk Dispatcher Operations*	\$22.26
Clerk Dispatcher Operations – Second Year or More*	22.03
Clerk Dispatcher Operations – First Year*	21.87
General Clerk Dispatcher Operations	21.70
Clerk Dispatcher Operations – Second Year or More	21.52
Clerk Dispatcher Operations – First Year	21.33

*Dispatch Section

Distribution Operations:

Distribution General Fitter	\$22.26
Distribution Maintenance Fitter	21.52
Distribution Maintenance Fitter Apprentice	20.95

Senior Welder

Welder

Welder Apprentice

Senior Drafter

Drafter

General Drafting Clerk

Printing Machine Operator

Field Service Operations:

General Service Technician

Service Technician

Service Technician Apprentice

Appliance Repair Employee

Appliance Delivery Employee

CLASSIFICATION RATES

Effective
12/03/00

Metering Department:

General Metering Technician	<u>\$22.16</u>
Maintenance Technician	<u>21.58</u>
Metering Technician	<u>21.26</u>
Clerk	<u>21.26</u>
<u>Utility</u>	<u>19.82</u>

Meter Reading Department:

Meter Reading Clerk/ <u>P.C. Operator</u>	<u>\$19.50</u>
<u>General Service Consumption Technician</u>	<u>19.34</u>
<u>Meter Reader – 94</u>	<u>13.00</u>
<u>Meter Reader</u>	(1)

(1) Pay progression: \$10.00 at hire; \$12.00 after first year;
\$12.50 after two years; and \$13.00 after three years.

Property Operation and Maintenance Department:

General Carpenter/Electrician/Plumber Employee	<u>\$22.26</u>
Building Repair Employee	<u>21.26</u>
Building Operator	<u>20.14</u>
<u>Building Operator (New Hire/Transfers)</u>	(2)

(2) (\$9.00, \$9.50, \$10.00, \$10.50) hourly rates for first,
second, third and fourth year of employment.

Stock Department:

General Storekeeper	<u>\$22.16</u>
Equipment Technician	<u>22.16</u>
Storekeeper	<u>21.43</u>
Utility Employee	<u>20.84</u>

Transportation Department:

General Mechanic	<u>\$22.26</u>
Mechanic	<u>21.52</u>
Utility Employee	<u>20.47</u>
Clerk – Group A	<u>21.43</u>
Clerk – Group B	<u>20.68</u>

CLASSIFICATION RATES

Effective
12/02/01**Field Operator Classification:**

General Field Operator (Incumbent)*	\$23.80
General Field Operator	23.60
Field Operator	22.16
Field Operator Apprentice	21.58

*Pay rate for the **original** fifty-four (54) General Field Operators**Dispatch Section:**

General Clerk Dispatcher Operations*	\$22.93
Clerk Dispatcher Operations – Second Year or More*	22.70
Clerk Dispatcher Operations – First Year*	22.53
General Clerk Dispatcher Operations	22.36
Clerk Dispatcher Operations – Second Year or More	22.16
Clerk Dispatcher Operations – First Year	21.97

*Dispatch Section

Distribution Operations:

Distribution General Fitter	\$22.93
Distribution Maintenance Fitter	22.16
Distribution Maintenance Fitter Apprentice	21.58
Senior Welder	24.55
Welder	22.93
Welder Apprentice	22.16
Senior Drafter	23.79
Drafter	23.06
General Drafting Clerk	22.36
Printing Machine Operator	22.36

Field Service Operations:

General Service Technician	\$22.93
Service Technician	22.16
Service Technician Apprentice	21.58
Appliance Repair Employee	20.83
Appliance Delivery Employee	21.16

CLASSIFICATION RATES

	<u>Effective 12/02/01</u>
<u>Metering Department:</u>	
General Metering Technician	<u>\$22.82</u>
Maintenance Technician	<u>22.23</u>
Metering Technician	<u>21.90</u>
Clerk	<u>21.90</u>
<u>Utility</u>	<u>20.41</u>

Meter Reading Department:

Meter Reading Clerk / <u>P.C. Operator</u>	<u>\$19.50</u>
<u>General</u> Service Consumption Technician	<u>19.34</u>
<u>Meter Reader - 94</u>	<u>13.00</u>
<u>Meter Reader</u>	(1)

(1) Pay progression: \$10.00 at hire; \$12.00 after first year;
\$12.50 after two years; and \$13.00 after three years.

Property Operation and Maintenance Department:

General Carpenter/Electrician/Plumber Employee	<u>\$22.93</u>
Building Repair Employee	<u>21.90</u>
Building Operator	<u>20.74</u>
<u>Building Operator (New Hire/Transfers)</u>	(2)

(2) (\$9.00, \$9.50, \$10.00, \$10.50) hourly rates for first,
second, third and fourth year of employment.

Stock Department:

General Storekeeper	<u>\$22.82</u>
Equipment Technician	<u>22.82</u>
Storekeeper	<u>22.07</u>
Utility Employee	<u>21.46</u>

Transportation Department:

General Mechanic	<u>\$22.93</u>
Mechanic	<u>22.17</u>
Utility Employee	<u>21.08</u>
Clerk - Group A	<u>22.07</u>
Clerk - Group B	<u>21.31</u>

CLASSIFICATION RATES

Effective
12/01/02

Field Operator Classification:

General Field Operator (Incumbent)*	\$24.63
<u>General Field Operator</u>	<u>24.42</u>
Field Operator	<u>22.94</u>
Field Operator Apprentice	<u>22.34</u>

*Pay rate for the original fifty-four (54) General Field Operators

Dispatch Section:

General Clerk Dispatcher Operations*	\$23.73
Clerk Dispatcher Operations – Second Year or More*	<u>23.49</u>
Clerk Dispatcher Operations – First Year*	<u>23.31</u>
General Clerk Dispatcher Operations	<u>23.14</u>
Clerk Dispatcher Operations – Second Year or More	<u>22.94</u>
Clerk Dispatcher Operations – First Year	<u>22.74</u>

*Dispatch Section

Distribution Operations:

Distribution General Fitter	\$23.73
Distribution Maintenance Fitter	<u>22.94</u>
Distribution Maintenance Fitter Apprentice	<u>22.34</u>
<u>Senior Welder</u>	<u>25.41</u>
<u>Welder</u>	<u>23.73</u>
<u>Welder Apprentice</u>	<u>22.94</u>
Senior Drafter	<u>24.62</u>
Drafter	<u>23.86</u>
General Drafting Clerk	<u>23.14</u>
Printing Machine Operator	<u>23.14</u>

Field Service Operations:

General Service Technician	\$23.73
Service Technician	<u>22.94</u>
Service Technician Apprentice	<u>22.34</u>
Appliance Repair Employee	<u>21.56</u>
Appliance Delivery Employee	<u>21.90</u>

CLASSIFICATION RATES

Effective
12/01/02

Metering Department:

General Metering Technician	<u>\$23.62</u>
Maintenance Technician	<u>23.01</u>
Metering Technician	<u>22.67</u>
Clerk	<u>22.67</u>
Utility	<u>21.13</u>

Meter Reading Department:

Meter Reading Clerk / P.C. Operator	<u>\$19.50</u>
General Service Consumption Technician	<u>19.34</u>
Meter Reader - 94	<u>13.00</u>
Meter Reader	(1)

(1) Pay progression: \$10.00 at hire; \$12.00 after first year;
\$12.50 after two years; and \$13.00 after three years.

Property Operation and Maintenance Department:

General Carpenter/Electrician/Plumber Employee	<u>\$23.73</u>
Building Repair Employee	<u>22.67</u>
Building Operator	<u>21.47</u>
Building Operator (New Hire/Transfers)	(2)

(2) (\$9.00, \$9.50, \$10.00, \$10.50) hourly rates for first,
second, third and fourth year of employment.

Stock Department:

General Storekeeper	<u>\$23.62</u>
Equipment Technician	<u>23.62</u>
Storekeeper	<u>22.84</u>
Utility Employee	<u>22.22</u>

Transportation Department:

General Mechanic	<u>\$23.73</u>
Mechanic	<u>22.94</u>
Utility Employee	<u>21.82</u>
Clerk - Group A	<u>22.84</u>
Clerk - Group B	<u>22.05</u>

CLASSIFICATION RATES

Effective
12/07/03**Field Operator Classification:**

General Field Operator (Incumbent)*	<u>\$25.49</u>
General Field Operator	<u>25.28</u>
Field Operator	<u>23.74</u>
Field Operator Apprentice	<u>23.12</u>

*Pay rate for the original fifty-four (54) General Field Operators

Dispatch Section:

General Clerk Dispatcher Operations*	<u>\$24.56</u>
Clerk Dispatcher Operations – Second Year or More*	<u>24.31</u>
Clerk Dispatcher Operations – First Year*	<u>24.13</u>
General Clerk Dispatcher Operations	<u>23.95</u>
Clerk Dispatcher Operations – Second Year or More	<u>23.74</u>
Clerk Dispatcher Operations – First Year	<u>23.54</u>

*Dispatch Section

Distribution Operations:

Distribution General Fitter	<u>\$24.56</u>
Distribution Maintenance Fitter	<u>23.74</u>
Distribution Maintenance Fitter Apprentice	<u>23.12</u>

<u>Senior Welder</u>	<u>26.30</u>
Welder	<u>24.56</u>

<u>Welder Apprentice</u>	<u>23.74</u>
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Senior Drafter	<u>25.48</u>
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Drafter	<u>24.70</u>
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General Drafting Clerk	<u>23.95</u>
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Printing Machine Operator	<u>23.95</u>
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Field Service Operations:

General Service Technician	<u>\$24.56</u>
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Service Technician	<u>23.74</u>
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Service Technician Apprentice	<u>23.12</u>
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Appliance Repair Employee	<u>22.31</u>
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Appliance Delivery Employee	<u>22.66</u>
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CLASSIFICATION RATES

Effective
12/07/03

Metering Department:

General Metering Technician	<u>\$24.45</u>
Maintenance Technician	<u>23.81</u>
Metering Technician	<u>23.46</u>
Clerk	<u>23.46</u>
<u>Utility</u>	<u>21.87</u>

Meter Reading Department:

Meter Reading Clerk/ <u>P.C. Operator</u>	<u>\$19.50</u>
<u>General</u> Service Consumption Technician	<u>19.34</u>
<u>Meter Reader - 94</u>	<u>13.00</u>
<u>Meter Reader</u>	(1)

(1) **Pay progression: \$10.00 at hire; \$12.00 after first year; \$12.50 after two years; and \$13.00 after three years.**

Property Operation and Maintenance Department:

General Carpenter/Electrician/Plumber Employee	<u>\$24.56</u>
Building Repair Employee	<u>23.46</u>
Building Operator	<u>22.22</u>
<u>Building Operator (New Hire/Transfers)</u>	(2)

(2) **(\$9.00, \$9.50, \$10.00, \$10.50) hourly rates for first, second, third and fourth year of employment.**

Stock Department:

General Storekeeper	<u>\$24.45</u>
Equipment Technician	<u>24.45</u>
Storekeeper	<u>23.64</u>
Utility Employee	<u>22.99</u>

Transportation Department:

General Mechanic	<u>\$24.56</u>
Mechanic	<u>23.74</u>
Utility Employee	<u>22.58</u>
Clerk - Group A	<u>23.64</u>

CUSTOMER

SERVICE

DEPARTMENT

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CUSTOMER SERVICE REPRESENTATIVES
PAY LINES

	<u>April 2001</u>		<u>June 2001</u>		<u>June 2002</u>		<u>June 2003</u>	
	<u>Min (1)</u>	<u>Max (2)</u>	<u>Min (1)</u>	<u>Max (2)</u>	<u>Min (1)</u>	<u>Max (2)</u>	<u>Min (1)</u>	<u>Max (2)</u>
<u>Entry Level -</u>	<u>\$13,050</u>	<u>\$15,700</u>	<u>\$13,375</u>	<u>\$16,100</u>	<u>\$13,645</u>	<u>\$16,240</u>	<u>\$13,920</u>	<u>\$16,750</u>
<u>% Pay Range Change From Prior Period</u>	::	::	<u>2.5%</u>	<u>2.5%</u>	<u>2.0%</u>	<u>2.0%</u>	<u>2.0%</u>	<u>2.0%</u>
	(5)							
<u>Mid/High Level -</u>	<u>\$15,025</u>	<u>\$20,600</u>	<u>\$15,400</u>	<u>\$21,125</u>	<u>\$15,710</u>	<u>\$21,550</u>	<u>\$16,025</u>	<u>\$21,980</u>
<u>% Pay Range Change From Prior Period</u>	::	::	<u>2.5%</u>	<u>2.5%</u>	<u>2.0%</u>	<u>2.0%</u>	<u>2.0%</u>	<u>2.0%</u>
<u>Cashier -</u>	<u>\$10,700</u>	<u>\$12,875</u>	<u>\$10,975</u>	<u>\$13,200</u>	<u>\$11,195</u>	<u>\$13,465</u>	<u>\$11,420</u>	<u>\$13,735</u>
<u>% Pay Range Change From Prior Period</u>	::	::	<u>2.5%</u>	<u>2.5%</u>	<u>2.0%</u>	<u>2.0%</u>	<u>2.0%</u>	<u>2.0%</u>
<u>Merit Increase - June of Each Year (3) (4):</u>								
<u>Excellent</u>	<u>4.0%</u>							
<u>Model</u>	<u>3.0%</u>							
<u>Solid</u>	<u>2.0%</u>							

Notes:

- (1) Pay Range Increase: Employees at Min will automatically be moved to new Min.
- (2) Pay Range Increase: Employees at Max will automatically be moved to new Max.
- (3) Merit Increase calculated after Pay Range Increase.
- (4) Employees at Max are not eligible for Merit Increases.
- (5) Any employee with one year or more of seniority will automatically be moved to the minimum of \$15,025 in April 2001.

CLASSIFICATION
CUSTOMER SERVICE REPRESENTATIVE

All CSR's (I and II) will be considered universal representatives. If there are other duties which are currently being performed by Customer Service Representatives, but which are not reflected on this list, the Company and the Union agree that those duties will be considered part of the Customer Service Representative classification, with the exception of issues which are currently in dispute or being handled through the grievance procedure.

CUSTOMER SERVICE REPRESENTATIVE I

Customer Service Representatives will be in the position of Customer Service Representative I for a period of one year. During that time, they will be subject to the probationary period specified in the Local #80 contract.

For purposes of pay increases, Customer Service Representative I's will be evaluated on lower measures than Customer Service Representatives II. In addition, for purposes of pay increases only, employees in the Customer Service Representative I classification will have a limited evaluation on quality. The substantive portion of the quality evaluation will only be reviewed on certain types of calls (See Below). On calls outside the specified list, employees in the Customer Service Representative I classification will only be evaluated (for purposes of pay increases) on the non-substantive portion of the calls. However, Customer Service Representative I's will be coached on all types of calls.

CUSTOMER SERVICE
REPRESENTATIVE I AND II DUTIES

Listed below are the duties that all Customer Service Representatives (I and II) will be required to handle to completion. Training in all of the following duties is provided in the Introductory Class. It is understood that newer employees may at times require assistance from Technical Support and CSR II's, as assigned, to appropriately handle certain calls that are unusual or infrequent in nature. Those duties identified with an asterisk

are those on which Customer Service Representative J's will be evaluated with respect to the substance of the call.

Handle customer billing inquiries:

- ***Place customers off and on budget.**
- **Recalculate or reinstate budget.**
- ***Quote amount owing, payments made, cancelled bills.**
- ***Refer appropriate accounts to OTA clerk.**
- **Respond to high bill inquiries using ccf comparisons, appliance usage questions.**
- **Initiate a statement request with bills and payments if needed.**
- **Initiate a bill investigation for unexplained high usage.**
- **Cancel and special bill accounts up to 180 days.**
- **Refer accounts to Billing; Needs more than 180 days of bill cancellations, unidentified user, customer on at wrong address.**
- **Initiate refund requests and policy adjustments either online or through Tech or Leader (depending on amount).**
- **Initiate a meter investigation for billing disputes.**
- **Non-gas billing explanations (e.g. AEP).**

***Use lotus notes and lotus organizer**

Handle credit inquiries:

- ***Handle closed account inquiries. Quote what is owing and payment history. Arrangements for payment are to be transferred to collection.**
- **Handle Backbill inquiries or refer to Credit if needed.**
- ***Explain HHC program to qualified or potentially qualified customers. Offer to all potential customers. Process the HHC form either online or hard copy.**
- ***Refer potential 61-H customers to credit and collection.**
- ***Make credit agreements on customer accounts according to guidelines.**
- **Quote locked customers the amount owing and needed documentation and refer to Business Office. Business Office collects monies and documentation, places order.**

CUSTOMER SERVICE DEPARTMENT

- Refer cut and cap accounts to Collection.
- Refer appropriate accounts to Case Management based on defined criteria.
- Refer appropriate account to Theft.
- Refer appropriate accounts to Bankruptcy.
- Refer appropriate accounts to Probate.
- Provide letter of credit for customers if meet qualifications.
- *Handle inquiries regarding security deposits.

Handle payment inquiries:

- Explain auto debit, initiate enrollment reinstatement or cancellation.
- Explain time span for posting of different payment options.
- *When performing as a teller, process payments.
- *Process claims for payments not posted.
- Complete online credit card form as requested and send to Credit Card processor.

Handling of Marketing Inquiries

- Refer inquiries regarding main extensions to Marketing/New Service (Regional Operations).
- Refer inquiries regarding service line installations, billing for service line installations, relocation of meters, removal of meter for demolition to Grat/New Service. Commercial new service line inquiries go to Marketing (Regional Operations).
- *Refer inquiries regarding purchase of furnace or new loans for furnaces, insulations, etc., to Dealer Network. Handle inquiries regarding MichCon Energy Loans that appear on customer bill.
- Explain/Offer product/services.

*Process Service Orders

*Process Meter Orders (includes validating SS# online, i.e. Experian)

*Utilize language line for non-English speaking customers.

*TDD

- *Refer customers who are deaf to the TDD phone number.
- *Michigan Relay
- *Home Protection Plan – Understands, Offers and Enrolls
- * Make online changes (i.e. upgrade); understand cancellation policy, initiate cancellation or separate billing for owners.
- *Emergency Orders
- *Process orders for gas leaks, fires, explosions and carbon monoxide, overheats.

Complaints

- Process online form for customer complaints. For dangerous situation or misconduct notify claims.
- Understands role of ECAC.

Interviews

- Conduct customer interviews in business offices as assigned.

Handle Gas Customer Choice Inquiries

- Provide customers supplier phone numbers.
- Calculate Budgets
- Explain the program.
- Handles Business Calls – Includes contacting credit for a TRW to waive deposit.
- Handle other calls and inquiries as assigned.

CUSTOMER SERVICE REPRESENTATIVE II

Customer Service Representative II's will be responsible for all the duties listed above. In addition, depending on need, as determined by management, the following duties will be assigned to Customer Service Representative II's.

- CSR Assistant (previously known as back-up tech support) - Requires a minimum rating of "Model" (ME) for the prior 12 months; receives 50 cents per hour additional for time assigned this responsibility, which is paid as a lump sum at the end of each month. These duties are rotated on a high seniority basis of those Customer Service Representative II's who volunteer, up to a maximum of 10.

- Office Support - (Business Office) requires a minimum rating of ME for the prior 12 months. Receives 50 cents per hour additional pay while assigned to this duty which is paid in a lump sum at the end of the month. These duties will be assigned for a six month rotation on a high seniority basis of those Customer Service Representative II's who volunteer within the particular location.

Duties of Office Support (If the Tech Support is unavailable): performs the following duties: assigns work; assists Customer Service Representatives in resolving customer questions and problems not of a routine nature regarding service, meter and accounts; assists team members in conducting personal interviews with customers regarding customer accounts, service and meter inquiries and preparing related source documents; helps in the review of specific meter orders requiring special handling or investigation and additional research; guides and assists tellers in processing customer payments, prepares listing of cash received in preparation of teller daily cash reports; provides change; prepares duplicate receipts; empties drop box daily; coordinates pick-up of paper work and money by armored truck daily; assesses need for and orders change; trains new tellers; orders teller supplies, reports teller equipment failures to ITM and other miscellaneous duties as assigned.

- Sponsoring New Employees or take live calls in Training Class.
- Back-up for Station Assistants and Grat/New Service.
- ADW - for order entry only.

Special Assignments

Listed below are special assignments that shall be assigned to a Customer Service Representative II. The CSR II would be required to be a minimum of "Model" (ME) performance to be placed in these special assignments. These duties would be rotated on a 6-month basis as needed with the exception of duties assigned to a particular shift (i.e. Midnight's) where there is no available staff for rotation. These may not be full time duties. Management will give 24 hour notice of changes in special assignments except in unusual or extenuating circumstances.

- Credit Card Processing
- Internet Inquiries
- Statements of Account
- Correspondence/Subpoenas
- Feedback Held & Com Exceptions (portions currently performed by CSR's)
- Unsummary Billing

PREREQUISITES FOR CSR I:

- High School Diploma or Equivalent
- Minimum of one year customer service experience including work in an office environment.
- Proficient in Windows-based software.
- Pretests*
- Math Aptitude
- Excellent written and oral communication skills.
- Must complete prescribed course of instruction and pass subsequent tests.*
- Available for shift assignments.
- Analytical Ability
- Transferred employees must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days. The one year probationary period applies to new hires.

PREREQUISITES FOR CSR II:

- One (1) year as CSR I
- The employee must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days.
- For Local #80 members, the Company and Local #80 will meet to negotiate the applicable tests.

GRAT/NEW SERVICE

**Customer Service Representative – Customer Connect Team
(New Service, Alteration and Demolition Processes) Analyst I
and Senior Analyst**

Analyst I:

- Respond to customer requests via telephone, facsimile, internet and face to face meetings to obtain information and identify customer needs for service reconnections, new main or new service installation requests, service alterations and service terminations.
- Interacts with Builders, Contractors, Customers, Developers, Municipal Inspectors and MichCon employees.
- Uses Computer hardware, software and mainframe systems to enter orders and to communicate the status of existing orders.
- Uses Company data to identify existing gas facilities and identifies new facilities required (f-79, f-38, MARS, IMAGING, Map plates, E-drawings, engineering sizing program).
- Issues notification of field termination and documents the notification of wrecking permit.
- Prepares cost estimates and explains tariffs applicable to relocating, reconnecting, terminating and installing service. Uses CAPModel and MichCon Tariffs to prepare and present cost estimate.

- Processes payments through cashier system and provides customer with receipt of payment.
- Monitors work request need dates that are given to construction.
- Communicates status of installation to customer.
- Negotiates construction dates with contractor and MichCon construction departments and communicates any requests that need to be expedited.
- Explains surcharge information on gas bills.
- Processes meter orders and other requests using Customer Information Systems, STORMS, MARS and other databases introduced to the process in relation to service reconnection, new service, service termination and alteration.
- Other GRAT/New Service Team duties as assigned.

Senior Analyst:

- All duties in Analyst I position.
- Communicates completed work to Controls billing to ensure that fees for construction services (paid on purchase order (Platinum Billing)) are collected when appropriate.
- Coordinates activities relating to the City of Detroit Demolition process.
- Contact person for the City of Detroit regarding demolitions.
- Assist in training sessions for new and existing employees in work group.
- Liaison with other departments regarding operations and procedures of the team.
- Assists leader with maintaining job procedures.

CUSTOMER SERVICE DEPARTMENT

- Assists leader in developing planning workload strategy and implementation of plan.
- Maintains overtime list.
- Maintains information relevant to workload volume.
- Other GRAT/ New Service Team duties as assigned.

Pre-requisites for Analyst I Position:

- High school diploma or equivalent
- Proficient in windows-based software; including Excel, CIS.
- Pretest
- Two years or more experience in structured call center
- If internal candidate, current rating of "Model" Meets Expectations
- One year as CSR II or Station Assistant
- Employee must satisfactorily perform the work in this classification for a total of 180 days.

Prerequisites for Senior Analyst Position:

- 2 Years experience in Analyst I position
- Last two years in Analyst I position with "Model" (ME) or higher performance rating.
- Employee must satisfactorily perform the work in this classification for a total of 180 days.

Station Assistant

Listed Duties: The Station Assistant classification requires that an employee shall be able to perform the following described duties:

- **Assist Field Operations, Management, Customer Service and related departments to respond to inquiries relating to field orders.**
- **Provide research to management on MPSC code related orders. As requested, prepare related reports/databases for documentation.**
- **Provide a direct contact for Field employees for customer order questions and assistance.**
- **Provide assistance to Management and other departments to resolve field related complaints. Maintains records of complaints and favorables.**
- **Create and/or schedule CIS field orders according to procedures and Management guidelines. Contacts customers to reschedule orders as applicable. Schedules A/C orders, conversions, water heater installs and Company generated work in accordance to management guidelines, bill conversions, water heater, special parts, etc., and maintains related paperwork. May assist in creating or processing orders through Storms, Omen, etc.**
- **Provide a reciprocal line of communication to improve or change procedures or processes that impact both Customer Service and Field Operations, i.e., hex teams, safety, partnership.**
- **Prepare workweek schedules for Field Service employees and related reports. Assist in ADW scheduling process.**
- **Assist Management in monitoring time commitments. Assist dispatch and field employees in rescheduling, reassigning and communicating with customers. As requested, prepare related reports and databases.**
- **Work feedback held leak orders, service orders, etc., in CIS when required.**

CUSTOMER SERVICE DEPARTMENT

- Assist dispatch with CIS and ADW orders or order information, etc.
- Manage HPP incentive program for station and process field generated HPP applications.
- Train and assist employees with time entry, ADW, CIS, mobile terminals and all computer systems when needed.
- Gather required data and prepare requested reports for management.
- Perform related office/clerical duties as assigned.
- Prerequisite for Station Assistant I: High School Degree or Equivalent. One year as a Customer Service Representative II or Grat/New Service Analyst, knowledge of CBA, advanced knowledge of field operations and procedures, and proficiency in required computer applications. The employee must pass subsequent examination of the work within this classification. Employee must satisfactorily perform the work in this classification for a total of 180 days.
- Station Assistant II: Satisfactory performance and two years experience as Station Assistant I. Employee must satisfactorily perform the work in this classification for a total of 180 days.
- Short Term Replacement (1 day - 2 Weeks): Assistance will be requested from other station assistants and management.
- Long Term Replacement (more than 2 weeks): Assistance will be requested from a Customer Service Representative II or Grat/New Service Analyst who desires to acquire additional skills and will travel to the appropriate Field Station.
- A process for training will be developed between management and Local #80 at a later date.
- Selection will be by seniority of interested Customer Service Representative II's and Grat/New Service Analysts. A pool of trained Station Assistant Back-ups will be maintained (the pool will be no greater than 4).

Cashier

The Cashier classification requires that an employee shall be able to perform all of the following duties:

- Respond to customer/client inquiries in-person, via Internet or through written correspondence (limited to payment processing only).
- Computes, collects and records payments from customers on the computer system; provides change, explains bills and resolves disagreements; prepares duplicate receipts; empties drop box daily; coordinates pick-up of paperwork and money by armored truck daily; assesses need for and orders change and supplies; trains new tellers; corrects teller errors; orders supplies; reports equipment failures to ITM; balance teller operation out at end of day; completes required teller reports.
- Follows cash practices and teller procedures.
- Effectively uses customer information systems, computer electronic mail systems, organizers and other software as necessary.
- Related duties as assigned.

Prerequisites:

- High school diploma
- Minimum of one year cashier experience
- Proficient in windows-based software
- Math aptitude
- Pretest
- Excellent written and oral communication skills
- Analytical Ability
- Transferred employees must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days. The one year probationary period applies to new hires.

PERFORMANCE STANDARDS
CUSTOMER SERVICE REPRESENTATIVE I

<u>Quality</u>	<u>Quality: Formal monitoring 88% or above</u>	<u>Excellent (EE): above 91.9</u> <u>Model (ME): 88% to 91.9%</u> <u>Solid (MSE): 83 to 87.9%</u> <u>DNM: Below 83%</u>
<u>Productivity</u>	<u>Productivity: 10.65 contacts per hour</u>	<u>Call value:</u> <u>Excellent (EE): 11 or above</u> <u>Model (ME): 10.65 to 10.99</u> <u>Solid (MSE): 9.5 to 10.64</u> <u>DNM: below 9.5</u>

Assigning overall ratings:

In order to achieve an overall rating, both Quality and Production numbers must be at a level consistent with that rating. If the employee has a lower score in either Quality or Production, the overall rating will reflect the lower score.

Exception: If the lower rating actual results are in the top half of the performance range, employee will be given the higher rating overall. Example: 92% Quality and 10.9 call value will result in an overall EE. Example: 92% Quality and 10.6 call value will result in an overall ME.

PERFORMANCE STANDARDS
CUSTOMER SERVICE REPRESENTATIVE II

<u>Quality</u>	<u>Quality: Formal monitoring 88% or above</u>	<u>Excellent (EE): above 91.9</u> <u>Model (ME): 88% to 91.9%</u> <u>Solid (MSE): 83 to 87.9%</u> <u>DNM: Below 83%</u>
<u>Productivity</u>	<u>Productivity: First year: 11 contacts per hour. After First Year: 11.5 contacts per hour</u>	<u>Call value:</u> <u>Excellent (EE): Above 11.9</u> <u>Model (ME): First Year 11.00 to 11.9</u> <u>After First Year: 11.5 to 11.9</u> <u>Solid (MSE): First Year: 10.0 to 10.99</u> <u>After First Year: 10.0 to 11.49</u> <u>DNM: below 10.0</u>

Assigning overall ratings:

In order to achieve an overall rating, both Quality and Production numbers must be at a level consistent with that rating. If the employee has a lower rating in either Quality or Production, the overall rating will reflect the lower score.

Exception: if the lower rating actual results are in the top half of the performance range, employee will be given the higher rating overall. Example: 92% Quality and 11.6 call value will result in overall EE (first year).

Example: 92% Quality and 11.1 call value will result in overall ME.

It is agreed that the performance standards negotiated shall remain in effect throughout the term of the contract. However, during the four months after implementation of the new system, the parties agree that productivity standards for performance pay purposes will not be used and that the quality standards will be used exclusively.

GRAT/NEW SERVICE PERFORMANCE

Management will establish individual business plans on an annual basis. For the first evaluation period covered under the Collective Bargaining Agreement, performance standards will be based on the following:

1. Availability Standard: Employee maintenance of five hours daily available to receive calls and talk with customers on phone.
2. Production Standard: The Company and Union will meet to discuss and agree upon production standards based on percentage of team averages as they relate to the processing of orders which includes, but is not limited to, new service installation orders, service alterations, service terminations and service reconnections.

After the first evaluation period, the Company and the Union will meet to discuss and agree upon new standards based on actual area statistics.

STATION ASSISTANT PERFORMANCE

Station Management will establish individual business plans for their Station Assistants independently from the other Stations. Management and the Union will meet annually to discuss and agree upon measures,

Cashier Performance Expectations

Quality/ Shortages	Excellent (EE)	<u>\$0.00-0.99/average per month</u>
	Model (ME)	<u>\$1.00-\$2.00/average per month</u>
	Solid (MSE)	<u>\$2.01-\$4.00/average per month</u>
	DNM:	<u>\$4.01 or greater/average per month</u>
Errors	Excellent (EE)	<u>0/average per month</u>
	Model (ME)	<u>1-2/average per month</u>
	Solid (MSE)	<u>3-4/average per month</u>
	DNM:	<u>5 or greater average per month</u>

Positive Performance Plan
Customer Service Unit

Quarterly reviews are conducted for all CSR II's in the Customer Service Unit. If at the time of the quarterly review, it is determined that the CSR II is not a "Solid" (MSE) overall level for the call value measure or the quality measure, the CSR II is informed that they will have the next quarter to bring their performance to a "Solid" level. The employee and Local 80 Officer will also be informed that if their performance is not at a Solid level at the end of the quarter, they will be placed in a Positive Performance Plan (PPP). The Training Committee will develop the PPP plan. The Leader will schedule and begin weekly coaching sessions.

- If quality is the measurement not being attained, the CSR II is informed that the Leader will begin (AM) "Accelerated Monitoring".
- The Leader will request Quality Assurance to begin (AM) within Five (5) business days of the review. Quality Assurance will give written notification to the Leader advising the start of (AM) within five (5) business days of the Leader's request for (AM).
- The Leader upon Quality Assurance verification of (AM) start will give written notification to the CSR II and a Local #80 officer advising the start of the quality coaching session schedule within five (5) business days of the review.
- Quality Assurance will begin monitoring 3 calls/contacts each week and the Leader will review the calls/contacts within five (5) business days during the weekly scheduled coaching sessions. The goal of Accelerated Monitoring and the weekly coaching sessions are to improve the CSR IIs' performance without the need to administer a PPP.
- If calls/contacts per hour is the measurement not being attained, the leader will implement a productivity assessment schedule to be reviewed in a biweekly coaching session.
- The Leader will give written notification to the CSR II and Local#80 Officer advising the start of the productivity assessment schedule within five (5) business days of the review.

The Leader will give written monthly status reports during the quarter in

review to the CSR II and Local#80 Officer. In the event that management does not maintain the scheduled coaching session(s) the PPP will not be administered.

If at the end of the next quarter, the CSR II has not improved their performance to a "Solid" level, they will be placed in a PPP. The Union will be given monthly performance updates during the 120 days PPP. During the PPP a CSR II is entitled to all scheduled progression compensation. Compensation will not include merit increases.

The employee is informed that the coaching sessions will continue, however, if after 120 days, the performance is not at a "Solid" level, the CSR II will be determined to be DNM. At such time of the DNM determination, they will be found "not qualified" and their employment is subject to termination.

When the CSR II successfully completes the PPP, they must maintain an average of "Solid" level of performance for twelve (12) months or else they will be found "not qualified" and their employment will be subject to termination.

PPP's for Grat/New Service Analyst and Station Assistants

The Company and Local 80 agree that for the Grat/New Service Analyst and Station Assistant classifications the Performance Improvement Plan outlined on pages 57-63 of the Company Employment Standards will apply to the above customer service work units.

Monitoring

The Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive energy industry. It is the intent to develop overall performance to provide service to customers in an efficient, courteous and responsive way.

Monitoring is a tool to evaluate the on-line effectiveness of employees to reach and maintain quality service. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect, which enhances job satisfaction.

Monitoring includes but is not limited to three (3) categories as follows:

- a) Service Observations/ Developmental: Monitoring of this type is intended to randomly review the performance of the Customer Service Unit to determine their effectiveness in providing quality service to customers. Service Observations and "sit-withs", made at the direction of the Company for the purposes of determining the overall level of service furnished to customers, call volume trends, and identification of training needs, are not intended nor will they be used for rating the performance of individual employees. However, these observations will be used to identify any performance issues that an employee may have, and will serve as a coaching tool for management or Quality personnel. Other supervisory steps, such as training sessions, visual observations, and individual discussions and coaching may be used in addition to monitoring to assess and improve an employee's performance. Service observations will be utilized no more than four times per month for coaching. The employee's direct supervisor will conduct this monitoring. The coaching by direct supervisor will be completed within 10 business days after the service observation and written documentation of the call will be completed and reviewed with the employee. Quality personnel and Tech Support can also conduct Service Observations but purpose and result must be documented. Director and above may Service observe and written documentation will not be required. The Company reserves the right to continue to utilize additional service observations in instances where management has a reasonable basis to believe that the employee is engaged in inappropriate behavior.

The Company will not publish any result data of any official observing for offices that would allow for identification of individual employees.

- b) Diagnostic: Monitoring of this type is intended to review and evaluate new or changed products, promotional services, practices, and adherence to Service Level Agreements.

- c) Evaluative: Monitoring of this type is intended to be handled in a professional and confidential manner and to document all aspects of the performance of the individual employee for evaluation purposes. Management personnel will conduct this type of monitoring. Evaluative call/interview monitoring will be from a sampling of call/interviews. Such calls/interviews will not be arbitrarily selected for evaluative purposes. The monitoring results should be reviewed with the employee within 10 business days after the monitoring has taken place. If the review is delayed for any reason, the employee may choose to have the monitoring tape discarded and receive an "NA" score for that tape, review the tape and results before deciding or have a new tape made.

Monitoring samples taken from Service Observations and/or Diagnostic review are not intended to be used in the determination of the employee's overall compensatory performance evaluation.

Monitoring tapes will include on the tape the name of the observer and date.

Monitoring used for Service Observations or Diagnostic review, will not result in employee discipline unless customer abuse, fraud, or violations of the Company Employment Standards, or departmental work rules are noted.

To administer monitoring, the Company will determine the number of calls and the type of monitoring which will be utilized. The Company intends to provide for reasonable Company-wide consistency in the number of monitored calls/interviews needed to obtain a valid sample of the employee's grade of service and to determine his/her training needs. The Company will determine the contact evaluation format used by employees that will be subject to supervisory monitoring.

Contact Evaluation: Forms and Interpretation

- a) The Company will utilize the 4-part "Live" Call/Interview Assessment or other package similar in content to the 4-part format.
- b) The Company will utilize Phone-Pro or other designated etiquette package. The greeting to be used by employees will be verbatim.

Customer Service Representatives will continue to comply with the nuance list, not verbatim. The Company will periodically review and amend the nuance list and take union input with regard to the list.

Monitoring is a training tool intended to develop overall performance while providing efficient, courteous, responsive, customer driven quality service.

The Company's reason for engaging in monitoring will be explained during new hire orientation to customer service unit employees.

The Company will continue to train and develop leaders in Customer Service in analyzing observation data, and in improving interviewing skills, including placing emphasis on the positive aspects of an employee's job performance.

The Company will continue to allow employees, at their request, reasonable time during working hours (normally during feedback of the results of Leader monitoring) to review their monitoring records and work performance summaries.

CUSTOMER SERVICE DEPARTMENT SENIORITY

COMPANY SENIORITY

December 3, 2000 shall be used as the Company Seniority Date for all employees who were employed in the Customer Service Department (Customer Service, GRAT/New Service and Station Assistant Units) on December 3, 2000.

DEPARTMENT/UNIT SENIORITY

Department Seniority

Department seniority for employees assigned to the Customer Service Department shall consist of an employee's total Length of Service, in a non-exempt hourly status, in the Customer Service, GRAT/New Service and Station Assistant units.

Unit Seniority

Unit seniority shall consist of an employee's total Length of Service, in a non-exempt hourly status, in either the Customer Service, GRAT/New Service or Station Assistant units.

Temporary Assignments Outside of the Bargaining Unit

- (1) An employee who is temporarily assigned to a position outside of the bargaining unit will be paid an additional 50 cents per hour added to base. Temporary assignments shall not be longer than a three (3) month period but may be extended as circumstances warrant upon mutual agreement between management and the Union. Assignments will not be permitted which will act to reduce the number of employees normally required to do the job from which they have been loaned.
- (2) Employees would be required to be at least "Model" (ME) in performance to be placed on a temporary assignment. The assignment will then be made on the basis of the highest departmental seniority of employees who volunteer.
- (3) Performance evaluations will be based on the prorated time spent in the Customer Service Department and the time spent in the temporary assigned position. If the performance level in the temporary assigned position is such that the employee would be penalized in the overall evaluation, the evaluation in the temporary assignment will not be considered in the overall evaluation and the employee will only be evaluated on the prorated time spend in Customer Service.
- (4) For transfers within the bargaining unit Article XI of the Local 80 contract will be used.

Loans to the New Service/GRAT Unit

The language in Article XI, (4) will apply with the following process:

- Current rating of "Model" (Meets Expectations) or Higher
- One year as CSR II or Station Assistant

The company will maintain a list of the employees eligible for the loan and their seniority and will select employees for the rotation based on turns.

BIDDING

Bidding within the Customer Service Department will take place as follows:

1. Positions will first be opened to qualified bidders from the work unit (Station, Grat/New Service, Customer Service), and it will be offered to the bidder with the highest unit seniority.
2. If the position is not filled in the unit, it will be opened to qualified bidders in the Customer Service Department, and will be awarded to the bidder with the highest seniority.
3. If the position is not filled in the department, it will be offered to all of Local #80, and will be awarded to the highest seniority bidder meeting prerequisite criteria.
4. If the position is not filled within Local #80, it will be opened to the whole Company, and externally.

Special Incentive Programs

The Company reserves the right to establish special incentive programs based on the Company's business needs. The Union reserves the right to demand collective bargaining on any and all special incentive programs. The Union will be notified in writing 30 days prior of any such programs. In addition, the Union will be supplied with a list of its members who receive special incentives under any such programs.

CUSTOMER SERVICE UNIT SCHEDULING

Shift Scheduling

Shifts will be assigned based upon the requests of CSR's in order of unit seniority.

Saturday & Sunday Scheduling

Applies to all Call Center CSR's including the 7 Mile and Highland Park centers. Scheduling is assigned by unit seniority and all CSR's are scheduled on a rotating basis with the exception of Night Service CSR's. Schedule assignments are distributed two (2) months in advance. Trading is allowed. Second party trades are not allowed. CSR's are responsible for trades and the notifications of such trades to the Work Load Manager or other Management designee via the mechanism (an electronic system) as designated by management. The Sunday schedule is voluntary with the scheduled off day being Friday unless otherwise agreed upon by the employee and management. If there are not enough volunteers the Company reserves the right to schedule based on low overtime hours from the overtime list.

Saturday and Sunday Scheduling – Night Service

Scheduling is assigned by unit seniority within the Night Service group on a rotating basis. The Sunday schedule is voluntary within the Night Service group. If there are not enough CSR's within the Night Service group, the assignment is offered to all CSR's in accordance with unit seniority.

Holiday Scheduling

Holiday scheduling will be done fifteen (15) business days prior to the Holiday. Employees will be canvassed and overtime granted using the overtime list starting with low overtime hours. Employees that refuse the Holiday will be charged the appropriate number of refusal hours. If no CSR accepts the Holiday canvass it will be extended to the Business Offices by low overtime hours of all locations. If at this point no one accepts the holidays, the employee with the low overtime hours in the Phone Center will be forced to work. If there is a tie of overtime hours, the employee with the highest unit seniority will prevail. If the employee is scheduled for vacation (3 days or more) during the holiday, the employee will not be asked or forced.

The holiday schedule within the Night Service group will be done as stated above.

New Employees

CSR's with less than 3 months of taking calls will not be eligible for Saturday or Holiday scheduling, or shift assignments starting after 10AM. Once they have completed 3 months they are eligible for those assignments, however, CSR's with 3-6 months cannot exceed 25% of the total staff for that shift. Employees with less than 6 months are not eligible for working Sundays. Newly eligible employees will be placed in the schedule rotation at the time of the next weekend scheduling or unit shift canvass.

GRAT/ New Service Unit Scheduling

Summer Shifts

7:00-3:30

7:30-4:00

8:00-4:30

4/10

Winter Shifts

7:30-4:00

8:00-4:30

- Shift assignments will be based on a bidding process performed twice a year. In January, analysts will be solicited for their choice of shift assignment for the Summer Schedule (May to September). In June, analysts will be solicited for their choice of shift assignment for (September to May).
- The process for assigning shifts will be based on unit seniority.
- Trading shifts will be the responsibility of the person assigned to that shift. If you need to change a shift for a personal reason, the analyst should talk to co-workers (find someone willing to trade) and then notify the leader and update organizer with the change.

STATION ASSISTANT UNIT SCHEDULING

Scheduling will be determined per the station based on each station's needs.

CSR Staffing Policy

CSR's are required to be logged on to their computers and phones for their entire work shift, CSR's are required to be available to handle customer calls or walk-in's at all times with the following exceptions:

- Aux 1 – breaks and lunches according to schedule
- Aux 2 – union business
- Aux 3 – meetings
- Aux 4 – training
- Aux 5 – projects and office support
- Aux 6 – correspondence
- Aux 7 – interview
- Aux 8 – teller
- Aux 9 – miscellaneous

Aux codes two (2) through six (6) require prior Supervisory approval. Failure to get Supervisory approval could result in disciplinary action. Aux 9 is used for miscellaneous paper work or bathroom break. Aux 9 does not require Supervisory approval. Aux 9 is used to calculate staff time and the 30 minute authorized time equates to 93% staffed.

CSR's cannot fall below 93% staffed on a monthly basis. Failure to meet the required 93% staffing may result in disciplinary action. Any CSR needing more than the 30 minutes allowed daily in Aux 9 needs to get prior Supervisory approval to schedule time in one of the other Aux codes.

STAFFING WORK RULE

Staffed time for Customer Service Representatives will be reviewed on a monthly basis. Employees who are below 93% staffed time for the month will be subject to discipline under the guidelines for minor work rules. In addition, employees who fail to obtain supervisory approval prior to using Aux Codes 2 through 6 will be subject to discipline under the guidelines for minor work rules.

If an employee exceeds 30 minutes per day staffed time for other than Company work, it will be considered abuse of time under the abuse of time work rule.

TRAINING

The Union and Company recognize that the ever-changing marketplace makes it mutually beneficial to maintain open and meaningful dialogue at the highest Union/Management levels concerning the Company's competitive challenges. Business needs and the Union's desire to provide significant input concerning related Company decisions and actions which may effect and/or impact Union represented employees. Therefore, the parties agree to initiate a joint Training Advisory Team for ensuring such open dialogue and to forge a stronger partnership dedicated to the promotion of mutually beneficial objects.

The Parties intend those Team members will convene to collectively address a wide range of key business and employee related issues.

The Customer Service Department agrees to adopt the current CBA process identified in Article I, Section 6 with an adjustment for departmental language.

Technological Change

The Company understands its obligations under Article I, (3) with respect to the introduction of new technology.

TRAINING ADVISORY TEAM

The role of the Training Advisory Team is to recognize the critical role of training to create an educated organization where continuous employees' development is supported and encouraged.

These learning activities will be designated to increase job skills, job experiences, and job knowledge, improve employee behavior, and continue to maintain quality service and positive customer relations.

The Advisory Team will provide an opportunity for an employee to learn in an environment to successfully perform the job and plays a part in the total approach to improving job performance. This team will also promote the foundation for an individual's developments towards future growth of the organization.

CUSTOMER SERVICE DEPARTMENT

The Training Advisory Team will be established for the Customer Service Department, consisting of an equal number of management and Local#80 employees, not to exceed a total of eight (8). The Training Team will work to review and determine the curriculum for training new hires, incumbents and transfers, which will then be referred to the Training Department for implementation of the programs.

The Team will also develop a template or model for training for employees who are not performing at a satisfactory level.

Local#80 may on a quarterly basis assign a Customer Service Representative II to the Quality area for a period of two (2) weeks to observe and participate in the area's operations. The employee will then report on his/her experience to the Training Advisory Team for the purpose of determining process improvements for training.

If the Training Advisory Team is unable to reach consensus on any training issues, the matter will be referred to an officer of Local#80 and the Vice President responsible for Customer Service for final determination.

GRAT/New Service Analysts and Station Assistants will set up a separate training committee for their areas in accordance with their needs.

WORK RULES

The Company will apply the current drug and alcohol testing programs for union employees, for the Customer Service Department.

The Company will apply the current Company Employment Standards (dated 8/1/96), with the following exceptions:

- For the Customer Service Department, the Uniform Point System will not be utilized. Rather, the tardiness policy or the Unauthorized Voluntary policy will apply to all incidents of tardiness, whether or not the employee calls in before the start of the shift. Customer Service Representatives will not be charged with an occurrence of tardiness unless they are 6 minutes or more late after their start time.

MAJOR WORK RULES

For definitional purposes, the following infractions will be considered Major Work Rule violations, in addition to those already listed in the Company Employment Standards. (This list is not all inclusive):

- Processing transactions to the employee's own account, or to the accounts of relatives, or friends.
- Deliberately hanging up, disconnecting, or placing a customer on hold without informing the customer.
- Shortages
 - Any single shortage of one hundred fifty dollars (\$150) or more which is not reconciled;
 - Any series of shortages which total one hundred fifty dollars (\$150) or more, over a six month period.
 - Avoiding, or aiding a customer in avoiding a debt owed to the Company, e.g., name switching, use of an alias to obtain gas service.
 - Processing a transaction with a customer with the intent to defraud the Company. Examples, Waiving or altering a charge, allowances, lowering budget calculations, excessive or unreasonable payment agreements, bill cancellations, name changes, and placing disputes on accounts.
 - Intentionally damaging Company equipment or property.

MINOR WORK RULES

The following infractions will be considered Minor Work Rule violations, unless the circumstances of the violation are sufficiently serious to warrant treatment as a Major Work Rule violation. This list is not all-inclusive.

Notification Procedure When an Employee is Going To Be Absent from Work:

- **If an employee is going to be absent, the employee must notify management via the appropriate reporting mechanism (Leader, TST, or if absence due to illness, the support agency) by the start of his/her shift. Leaving a voice mail message is not acceptable. The appropriate reporting authority must be timely notified if the absence is going to continue more than one day.**
- **GRAT/New Service Unit will utilize the call-in procedure outlined in April 2000.**

Proper Use of the Telephone for Personal Calls

- **Personal phone calls may be made or received from the employee's workstation under the following conditions only:**
 - **Break or lunch**
 - **Before or after shifts**
 - **Emergency**
- **Long distance personal calls must be charged to the employee's home telephone number or personal credit card. In situations where this is not possible the employee should advise his/her Leader/Technical Support. The employee will be expected to make reimbursement of the charge to MichCon.**
- **Customers should not be put on hold to answer the employee's second line for personal calls.**

Professional Work Performance

- **When leaving the work area, other than for break/lunch, or Misc. AUX code 9, the CSR is to notify their Leader/Tech Support.**
- **Any CSR II or Teller Tech Support who collects monies on behalf of the Company should immediately process it.**
- **After normal business hours, all monies and related paperwork are to be stored in the safe.**

- GRAT/New Service will follow current procedures as outlined in departmental process procedures.
- GRAT/New Service will store all monies and related paperwork in a secured area.

Use of Company Property

- Unauthorized use and/or possession of keys to offices or secured areas is prohibited.
- Employees must password protect terminals when leaving the workstation.
- Use of another employee's password is prohibited.
- Employees must logoff CIS and turn off their PC at the end of the work shift, unless otherwise authorized by their formal leader.
- At the start of the shift, Employees must logon to the telephone, and immediately log off. Then the employee must log on the tool bar as soon as it is available. Any exceptions need approval from the Leader/Tech Support.

Miscellaneous

- An employee must not accept any checks from a customer with a "Bad Check" account type, unless mail, drop box, or with supervisor approval.
- Divulging confidential information to a person not authorized to receive it is prohibited.

VACATION SCHEDULING

For Customer Service, the number of employees at each location who may be scheduled for vacations during any given work week shall be determined by the Company. For Customer Service, the Noble Telephone Center, the Highland Park Telephone Center and the 7 Mile Telephone

Center shall be considered one location. The Ann Arbor, Wyandotte, Hamtramck and Dearborn Business offices shall be considered one location. Such determination shall be made consistent with the forecasted workload and the Company's obligation to maintain a proper working force and to provide adequate service to its customers. The Company shall make a reasonable effort to provide employees an opportunity to take vacations at times desired by them. Vacation shall be opened to each location equally.

Vacation periods shall be scheduled pursuant to the foregoing and the following provisions:

- (a) Each year between October 1 and November 1, each employee shall be canvassed by Company Service Date for his or her desired vacation period. Each employee shall submit his or her request within three (3) weeks after being contacted. The Company will return vacation requests by December 13th.
- (b) In the event of conflicting requests for vacation periods, priority shall be based on greatest Company Service Date. A person requesting an entire week shall be given priority over someone requesting a partial week regardless of seniority. (Partial week defined as two (2) days or less).
- (c) An employee who fails to designate a desired vacation schedule within the time requirement set forth in (a) above, shall not be entitled to execute a priority until after November 22, or after all other employees have been given an opportunity to make their selection, whichever shall occur first, and then such priority may be utilized only with respect to the remaining unscheduled vacation periods.

GRAT/NEW SERVICE VACATION

Each year between November 1 and December 10, each Analyst shall be canvassed by seniority (Company Service Date) and classification for their desired vacation period. Each Analyst shall submit their request within

three (3) weeks after being contacted. The Company shall return approvals by December 31. The Company will attempt to schedule vacations based on Analyst preference, whenever possible.

In the event of conflicting requests for vacation periods, priority shall be based on greatest Company Service Date.

An Analyst who fails to designate a desired vacation schedule within the time requirement set forth above, shall not be entitled to exercise a priority until December 31, or after all other Analysts have been given equal opportunity to make their selection, whichever shall occur first, and then such priority may be utilized only with respect to the remaining unscheduled vacation periods.

STATION ASSISTANT VACATION

Vacation scheduling for Station Assistants will be at the discretion of each Station's Management and is independent of the other stations. It will be each Station Management's responsibility to arrange for any needed back-up assistance during scheduled vacation time following the outlined short/long term replacement guidelines.

CUSTOMER SERVICE UNIT OVERTIME AGREEMENT OVERTIME GROUPS

A list of all CSR's showing their overtime group (phone centers, business offices) assignments and qualifications will be prepared. CSR's of limited duty due to physical condition(s) shall be so designated and must understand overtime will be given only when consistent with their physical condition(s) and normally assigned duties. Overtime assignments within the Customer Service Unit will be selected utilizing a low overtime hour's CSR list. If the list is exhausted without filling the assignment(s), the CSR with the lowest overtime hours is scheduled to work.

OVERTIME LISTS

Management shall keep a continuous overtime list daily. All CSR I's and II's are eligible for overtime assignments. The overtime list shall start with zero hours at the beginning of each year. The sequence of names shall be carried from December 31, to begin the New Year. CSR's will be canvassed prior to December 31, for their choice of remaining on the overtime list or to be removed. CSR's wishing to remain on the overtime list or be removed from the overtime list must do so for six (6) months. Barring emergencies, every effort will be made to honor their request. However, if there are not enough CSR's on the overtime list to manage the workload, management may force the low overtime employee on the overtime list, then low seniority employee(s) of the entire overtime group. This will also be for 6 months. The overtime list shall be made available on the first work day of each week and shall be posted at the work unit location's bulletin board and shall be updated each normal workday. The lists shall be used from Friday end of the shift to Monday start of shift without altering the CSR's position because of overtime worked. Accumulated hours will be determined from available reports and clerical errors will not be used as the basis of a "by-pass."

Employees wanting to be called for or offered overtime for Night Service will notify Management and be so designated on the overtime list. When it is necessary to solicit for such overtime those employees so designated will be offered the overtime. Those employees with lower seniority on the overtime list will be charged for any solicited overtime. If it is necessary to force overtime for the Night Service the entire overtime list will be used and forcing done by low overtime.

Overtime work shall be assigned whenever possible to CSR's working during the period involved.

The Company shall call all non-scheduled CSR's as early as possible whenever workload is such that planned overtime is known or on such days that it is known early in the day that everyone will be working overtime. Non-scheduled employees shall be called before anyone is forced to work overtime.

The Business Offices will have separate lists for each location. Phone Center overtime can only be worked at a business office when a Security guard is present.

The Phone Center will have one list for all Phone Centers. Phone Center overtime can only be worked at remote locations when a Security guard is present.

OVERTIME SOLICITATION

Solicitation for overtime will be directed to all CSRs which includes the Customer Service Unit and the Grand Rapids call center. If there are too few, or too many volunteers for the overtime work, overtime distribution will be proportionate to staffing between Detroit and Grand Rapids call centers. The company agrees to use the ratio of 60% Detroit and 40% Grand Rapids for overtime.

The Company maintains the right to force overtime if there are not enough volunteers and will use guidelines listed in the document.

REFUSAL TIME

Refused overtime will be posted as offered actual time worked. A CSR shall not be charged with a refusal to work overtime on the last scheduled day before the CSR begins a vacation. A CSR will only be charged with the time for one refusal within a 24-hour period. If all CSR's in an overtime group refuse the assignment, then the low overtime CSR in the overtime group may be required to work. Officers, Union Stewards and Executive Board Members of Local 80 will be excused from working overtime on the night of a meeting which has been called by union officers provided management is notified via email prior to the commencement of their shift on the day of the meeting.

LOANED OR TRANSFERRED CSR'S/REASSIGNMENT TO OVERTIME LIST

CSR's on a loan to another department or division and whose working hours are shown on the borrowing department's work week schedule are eligible for overtime and will be omitted from the overtime list only when the CSR requests to be removed from the overtime list. CSR's whose working hours are shown on the work week schedule and are loaned to another

department are eligible for regular assigned overtime provided they are at their home unit and available at the time of the assignment of overtime. In addition, they are also eligible to be called from home or to be contacted for non-scheduled workday assignments and they have not worked or refused chargeable overtime that week in the borrowing department.

ABSENCE TIME

When employees return from any absence of greater than 5 weeks, the average hours accumulated by the employee's group during the employee's absence after the first five weeks will be added to the employee's actual hours. If the employee's accumulated overtime is higher than the average of the employee's working group, the employee's actual hours will be used.

BY-PASS TIME

In the event, "by-pass" time is allowed, the CSR will be paid the number of hours at the straight time rate. The CSR's hours to be added to their accumulated hours will be the number of hours paid divided by 1.5, rounded off to the nearest half hour. The addition to the CSR's overtime hours shall be done on the day that the CSR or the CSR's Union Representative is notified that the "by-pass" payment is to be made.

NEW SERVICE AND GRAT UNIT OVERTIME

Overtime Agreement

Management will request overtime to be worked by sending an e-mail to all Analysts indicating the type of work needed on overtime.

Overtime Groups

Union Local #80 Senior Analyst will prepare a list of all Analysts showing their overtime group assignments and qualifications. Analysts of limited duty due to physical condition shall be so designated and must understand that they will be given overtime assignments only if the job to be done is consistent with their physical condition and duties normally assigned to

them. Overtime assignments within the GRAT/ New Service classification will be selected on a basis of the low overtime Analyst on the list. Continuous overtime will be in effect for analysts to complete incoming telephone call.

Overtime List

One continuous overtime list shall be kept daily by a Local 80 Senior Analyst and approved by Management. The overtime list shall start with zero hours at the beginning of each year. All Analysts will be canvassed prior to December 31 for their choice of remaining on the overtime list or be removed. Analysts wishing to remain on the overtime list or to be removed must do so for one (1) calendar year. Barring emergencies, every effort will be made to honor their request. This will also be done for one (1) year. Overtime lists shall be made on the first work day of each week and shall be sent via e-mail and shall be updated each normal workday. The lists will be used from Friday end of shift to Monday start of shift without altering the Analyst position because of overtime worked. Accumulated hours will be determined from available reports and clerical errors will not be used as the basis of a "by-pass".

Refusal Time

Refused overtime will be posted as offered actual time worked. An Analyst shall not be charged with refusal time on the last scheduled day before the Analyst begins a vacation. An Analyst will only be charged with the time for one refusal within a 24- hour period.

If all Analysts in an overtime group refuse the overtime offered, then the low overtime Analyst in the overtime group may be required to work. Officers, Representatives, and Executive Board Members of Local 80 will be excused from working overtime on the night of a meeting which has been called by Union Officers provided Management is notified prior to the commencement of their shift on the day of the meeting.

By-Pass Time

In the event "by-pass" time is allowed, the Analyst will be paid the number of hours at the straight time rate. The Analyst's hours to be added to their accumulated hours will be the number of hours paid divided by 1.5, rounded off to the nearest half hour. The addition to the Analyst's overtime hours shall be done on the day that the Analyst, or the Analyst's Union Representative is notified that the "by-pass" payment is to be made.

Loaned or Transferred Analysts/ Reassignment to Overtime List

Analysts on loan to another department or division and whose working hours are shown on the borrowing departments work week schedule are not eligible for overtime and will be omitted from the overtime list. An Analyst whose working hours are shown on the work week schedule and are loaned to another department are eligible for regular assigned overtime, provided that they are at the same home station and are available at the time of the assignment of overtime. They are also eligible to be called from home or to be contacted for non-scheduled work day assignment, provided that they have not worked or refused chargeable overtime that week in the borrowing department.

Absence Time

When Analysts return from any absence greater than 5 weeks, the average hours accumulated by the analyst's group during the analyst's absence after the first five weeks will be added to the employee's actual hours. If the analyst's accumulated overtime is higher than the average of the analyst's working group, the analyst's actual hours will be used.

Non ability to work overtime will not negatively affect an Analyst's performance evaluation.

STATION ASSISTANT UNIT
OVERTIME AGREEMENT

All overtime is at the discretion of each station's management and is independent of other stations. If additional overtime is required at a station, the station Management will first solicit overtime from the Assistants at the originating location. If additional overtime is required, at the discretion of station Management, management may solicit overtime assistance from Assistants at other stations.

LETTER #1

Guarantee (Standards, Pay Ranges)

This letter will confirm that Local #80 and Michigan Consolidated Gas Company (the Company) have agreed as follows:

- If the merger is completed, and if the pay ranges for the Customer Service Employees at Detroit Edison, represented by Local #223 of the Utility Workers of America, increase in consideration of those employees handling universal duties, similar in nature to those currently handled by MichCon Local #80 members in the Customer Service Department, or said pay ranges are otherwise improved upon during the term of the Local #80 contract, the Company agrees to incorporate the same pay ranges in the Local #80 contract and to apply them to the Customer Service Employees as appropriate. At no time will there be any reduction in pay or benefits, except as negotiated by the parties.
- Six months after the new customer service system is installed for both MichCon and Detroit Edison, if the Customer Service Employees at Detroit Edison, represented by Local #223 of the Utility Workers of America, are subject to different performance standards than those negotiated by Local #80 and the Company, the Detroit Edison standards will be adopted for the Local #80 employees in the Customer Service unit if they are the same or lower than the negotiated MichCon standards.

LETTER #2

Worksharing Agreement

The purpose of this letter is to confirm the understanding reached between the parties during the Customer Service negotiations.

It was agreed that the Company may utilize Customer Billing and Collection Department personnel to handle incoming calls/inquiries for a period not to exceed sixty (60) days from the implementation of the new CSB system.

LETTER #3

Vacation Scheduling Criteria

It is mutually agreed between the parties that for vacation scheduling purposes for the Customer Service Department, Company Service Date will be used for vacation selection.

LETTER #4

Duties Within Classification

If there are other duties which are currently being performed by Customer Service, Grat, and New Service or Station Assistant Representatives, but which are not reflected within the agreed upon list of duties, the Company and the Union agree that those duties will be considered part of the classification with the exception of issues which are currently in dispute or being handled through the grievance procedure.

CLASSIFICATION

OF

WORK AND WAGES

CLASSIFICATION OF WORK AND WAGES

Detroit District

Forming a Part of the

2000-2004

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN CONSOLIDATED GAS COMPANY

and

**GAS WORKERS LOCAL #80
SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO**

Effective December 3, 2000

CLASSIFICATION OF WORK AND WAGES

FOREWORD

Michigan Consolidated Gas Company and Gas Workers Local No. 80 united to formally describe to the various classifications of work in which the employees of the Company are engaged, to establish a base rate for each group and to place and maintain the employees in their proper classifications.

The following basic conditions of classification control shall be recognized as applying throughout the classifications:

- 1) **Physical Conditions** – Employees may be transferred to other work involving a reclassification if they are physically qualified, or they become physically unable to perform their present duties.
- 2) **Change in Classification** – A change in the employee's classification which requires a change in duties will be made only when there is a need and when the employee has given evidence of qualifying for the work.
- 3) **Listed Duties** – It is not practical to list in detail all of the duties normally assigned to each group, but those listed are typical, showing the general types of jobs, and it shall be understood that any allied duties are included.
- 4) **Assignment of Duties** – When the need arises, employees may be used on other types of work than that used which they are classified without affecting their classifications, unless, or until the change becomes permanent.
- 5) **Transfers** – When an employee is transferred temporarily from one department to another, no change in classification will be made. When permanent transfers are made, the reclassification will be made at the time of the transfer.
- 6) **Date of Change** – Except as specifically provided in this Foreword with respect to Probationers and New Employees, classification changes will become effective on the beginning of the pay period following the completion of the qualifying period. When the employee is officially placed on advanced assignment to a higher classification, he or she will receive the rate of pay of the higher classification.

- 7) **Regularly Engaged** – The phrase “Regularly Engaged” shall be understood to mean that an employee normally is given work listed under the employee’s classification when and if such work is required.
- 8) **Qualifications** – All employees shall possess a mechanical aptitude, clerical ability or such educational training as the needs for their particular jobs dictate and shall have those personal characteristics which will facilitate the satisfactory handling of the work. When employees are to be used on duties requiring a geographical knowledge of the city, their knowledge shall be considered a requisite for classification. Only those employees who have demonstrated their ability to make contacts with the public favorable to the Company will be assigned to this class of work. Only those employees will be assigned to work requiring the operation of a motor vehicle who have demonstrated that they are competent and careful drivers and, if the work requires, able to qualify for a chauffeur’s and/or commercial drivers (CDL) license. Employees shall be as neat and clean of person as the job will permit.

DISPATCH OPERATIONS DISTRIBUTION AND FIELD SERVICE

JOB TITLE: General Clerk Dispatcher – Operations

LISTED DUTIES: The General Clerk Dispatcher – Operations classification requires that an employee shall have qualified and satisfactorily performed as a *Clerk Dispatcher – Operations* and shall be able to perform all of the following prescribed duties for Distribution and Field Service Operations:

- The duties described for the Clerk Dispatcher – Operations classification:
- Accepting assignments not of a routine nature;
- Leading other employees in performing the aforementioned duties when assigned.

PREREQUISITE: Shall have satisfactorily performed the duties assigned under this classification for a total of one hundred eighty (180) days.

CLASSIFICATIONS

JOB TITLE: Clerk Dispatcher – Operations

LISTED DUTIES: The Clerk Dispatcher – Operations classification requires that an employee shall be able to satisfactorily perform the following prescribed duties for Distribution and Field Service Operations.

- Dispatching service requests and miscellaneous orders and information to employees and supervisors and receiving reports and information.
- Performing duties of a routine and clerical nature, as assigned;
- Relieving and assisting a Station Clerk in the execution of his/her duties when assigned.

PREREQUISITE: Satisfactory performance of the duties assigned under this classification for a total of one hundred eighty (180) days automatically qualifies an employee.

DISTRIBUTION OPERATIONS DEPARTMENT

JOB TITLE: Distribution General Fitter

LISTED DUTIES: The Distribution General Fitter classification requires that an employee shall have qualified and satisfactorily performed as a Distribution Fitter and shall be able to perform some or all of the following described duties:

- Performing duties prescribed for the Distribution Fitter classification.
- Shall be able to perform and/or lead one or more employees in performing the following duties:
 - Performing duties involved in the construction, maintenance, operation and repair of the Distribution system facilities;
 - Performing duties in the assembly and construction of vaults, including all forming and cement finishing, in the fabrication, assembly and installation of new and replacement meter manifolds and regulator installations, and, in the handling of all leak complaints on meter manifolds and regular installations and of making repairs;
 - Performing duties in all pressure control work, including repair and otherwise maintaining gates, valves, district governors, system and

factory regulators, and the use and operation of any special tools and equipment related to this work:

- Performing duties on all activities involved in prospecting and survey work, construction and repair work including paving and cement finishing;
- Inspecting work on contract jobs;
- Repairing and otherwise maintaining instruments and combustible gas detectors, pipe locators and other equipment of a similar nature.
- Interpreting construction plans and drawings of foreign projects as required to maintain the security of Company facilities, employing prescribed procedures required to safeguard gas structures and reporting accurately and fully, included sketches of all such investigations.
- Making field investigations, planning and laying out all main and vaults and service jobs, meter locations, space heat surveys, and merchandise orders from investigation notes of existing and proposed facilities and adding all information necessary to complete required drawings and orders.
- Investigating construction work of other utilities in order to eliminate interference with gas facilities;
- Performing duties in all station operations work, including installing, maintaining, repairing and operating as distribution stations and industrial meter installations;
- Welding, with oxy-acetylene, electric arc, tig, microwire, and automatic welding processes, in the fabrication of tools, structures, assemblies, and gas piping, including joints, fittings and branch connections of any size and design pressure;
- The employee shall successfully complete the appropriate qualification tests prescribed by the Company Welding Standard.

PREREQUISITE: The employee must complete the prescribed course of instruction and pass a subsequent examination on the duties within this classification. The employee, must, when required, pass an examination and obtain any required licenses or certification. Performance of the duties assigned under this classification for a total of one hundred eighty (180) days automatically qualifies an employee.

CLASSIFICATIONS

The Company guarantees that the level of General Fitters will be maintained at no less than 150.

JOB TITLE: Distribution Maintenance Fitter

LISTED DUTIES: The Distribution Maintenance Fitter classification requires that an employee shall have qualified and satisfactorily performed the duties of a Distribution Fitter Apprentice and shall be able to perform and/or lead up to two (2) employees in the following four (4) specified duties:

1. Service renewals, repairs, relocation's, and reconnects up to and including 1-1/2" pipe on mains up to and including 12" pipe with pressure no greater than 60 PSIG or prospected leaks or on leaks in conjunction with prospected leaks, including setting meters and re-lighting all residential appliances and equipment.
2. New service installations up to 1-1/8" plastic on mains up to and including 12" pipe, with pressure no greater than 60 PSIG.

Performing all duties prescribed for the Distribution Fitter Apprentice classification.

PREREQUISITE: The employee must complete the prescribed course of instruction and pass a subsequent examination of the duties within this classification. The employee must, when required, pass an examination and obtain any required licenses. Performance of the duties assigned under this classification for a total of one hundred eighty (180) days automatically qualifies an employee.

JOB TITLE: Distribution Maintenance Fitter Apprentice

LISTED DUTIES: The Distribution Maintenance Fitter Apprentice classification requires that the employee shall be able to perform some or all of the following described duties under the direction of an employee of a higher classification:

- Performing all fitting and mechanical work, including the fusing of plastic piping and fittings;

CLASSIFICATIONS

- Maintaining and making minor repairs and adjustment to all types of Distribution Department construction or maintenance equipment;
- Performing work related to assembling and constructing vaults, and paving and resurfacing operations.
- Making detector tests and performing all other work incidental to prospecting and leak surveys, including locating and repairs.
- Fabricating, assembling, installing, and repairing pipe bends, meter manifolds, valve and regulator assemblies;
- Setting meters and re-lighting all residential appliances and equipment in the course of the work on the premises and restoring gas service in the course of his or her work on service repairs, renewals, relocations and reconnects;
- Installing gas main stoppers and bags, maintaining gates, governors, and factory regulators.

Maintenance Fitter Apprentice with two (2) years Distribution Field seniority shall be able to perform and/or lead up to two (2) employees in the following six (6) specified duties.

All work under the Maintenance Fitter/Field Operator Apprentice cannot be associated with a contractor unless under the direction of a General Fitter, who is not the contract inspector.

1. Fabrication, assembly, and installation of new and replacement meter manifold installations with regulators up to 2".
 - a) Handling of all leak complaints and repairs on meter manifolds and regulator installations of all sizes.
2. Making main repairs on main up to and including 12" pipe or prospected leaks or on leaks in conjunction with prospected leaks with pressure no greater than 60 PSIG.
 - a) Excluding the following types of repairs; encapsulations, use of taps, bags, stoppers, or pinch off equipment for repairs, removal or installation of main.

CLASSIFICATIONS

3. Anode and test wire installation and coating faults on all size mains and service, and repair of corrosion faults associated with valves and regulators.
4. Cut and cap services up to and including 1-1/2" pipe on mains up to and including 12" pipe, with pressure no greater than 60 PSIG.
5. Receive radio dispatched calls excluding specials, rushes, and customer complaints of odors of gas.
6. Annual inspections on district regulator assembly; excluding dead end systems.

A Maintenance Fitter/Field Operator Apprentice with less than two (2) years Distribution field seniority shall be able to perform and/or lead one (1) other employee in performing the following specified duties:

Driving and operating all Distribution vehicles; grading and seeding.

For the purpose of annual surveying and inspecting meter manifolds and exposed service piping (only); a Maintenance Fitter Apprentice with less than two (2) years shall be able to lead up to six (6) employees.

- Making detector tests and performing all other work incidental to prospecting and leak surveys;
- Salvage work;
- Excavating, bracing and backfilling;
- Hauling dirt, picking up and delivering plates, paving forms, flashers and barricades;
- Exterior maintenance of factory and system valves and regulators, including greasing;
- Using pipe locating equipment, including staking gas facilities for other construction activities;
- Pumping drips and line separators on scheduled and complaint calls;
- Maintaining and completing all forms, records, reports and sketches involved with this portion of this classification;

- Performing duties in all station operation work, including installing, maintaining, repairing and operating gas distribution stations and industrial meter installations;
- Removing meters at the time of a cut and cap at demolition sites.
- Change meters and re-light all residential appliances and equipment for up to and including six (6) customers in one residential building in the course of work on said premises and restore gas service in the course of his or her work on service repairs, renewals, relocation's and reconnects regardless of length of time service is idle. However, any commercial gas service line cut and capped and out of service for a period exceeding six months will be referred to Field Service Operations for the purpose of re-lighting all appliances.
- Perform annual inspection on all distribution system valves.

PREREQUISITE: The employee must complete the prescribed course of instruction and pass a subsequent examination of the duties within this classification. The employee must, when required, pass an examination and obtain any required license. Performance of the duties assigned under this classification for a total of three hundred sixty-five (365) days automatically qualifies an employee.

An employee who has qualified as a Distribution Maintenance Fitter Apprentice and, thereafter, has performed the duties of such classification for thirty-six (36) months, (including the three hundred sixty-five (365) days qualification period) and has been rated as qualified at the semi-annual rating next preceding the expiration date of such thirty-six (36) month period, shall have the opportunity for advanced assignment to the Distribution Maintenance Fitter classification. When an employee has been rated as not qualified at such semi-annual rating preceding such expiration date, he or she will have the opportunity for advanced assignment to the Distribution Maintenance Fitter classification at the expiration of the next semi-annual period at which the employee has been rated as qualified.

JOB TITLE: Senior Welder

LISTED DUTIES: The Senior Welder classification requires that the employee shall be able to perform some or all of the following duties:

- Leading and training of the Welder/Welder Apprentice.

CLASSIFICATIONS

- Reading and checking blueprints.
- Laying out off sets and tie ins.
- Troubleshooting
- Organizing work loads to meet deadlines.
- Ordering parts and special orders.
- All duties under the Welder/Welder Apprentice classification.

PREREQUISITE: Employee must be a qualified Welder and successfully qualify in the duties listed above.

When welding work is not available, the employee shall be required to perform the duties listed in the General Fitter classification that they have been trained in.

JOB TITLE: Welder

LISTED DUTIES: The Welder classification requires that the employee shall be able to perform all or some of the following duties:

- Leading and training of the Welder Apprentice.
- Reading Blueprints
- Knowledge of various fittings and PC fittings.
- Ordering Parts
- All forms of welding, including but not limited to, welding with oxy-acetylene, electric arc, tig, microwire, and automatic welding process, in the fabrication of tools, structures, assemblies, and gas piping, including joints, fittings and branch connections of any size and design pressure.
- Assisting a Senior Welder as needed.

PREREQUISITE: Employee must successfully pass the appropriate examination/test as determined by the Company. Employees in the Welder Apprentice classification would be given the first opportunity to take the examination/test prior to the Company going outside the Company to fill a Welder position.

When welding work is not available, the employee shall be required to perform the duties listed in the General Fitter classification that they have been trained in.

JOB TITLE: Welder Apprentice

LISTED DUTIES: The Welder Apprentice classification requires that the employee shall be able to perform various duties as assigned under the direction of a Welder/Senior Welder.

Once trained, the employee shall be able to perform various duties in the weld shop as assigned by a Senior Welder/Welder without a Senior Welder/Welder being present. NOTE: Any welding duties will be limited to non-gas fabrications.

When welding work is not available, the employee shall be required to perform the duties listed in the Maintenance Fitter Apprentice classification that they have been trained in.

PRESSURE AGREEMENT

One Person Pressure/Station Work Agreement

The Company and the Union agree that there are duties within the Distribution Pressure Operations Group that can safely be performed by one person.

This agreement was negotiated to improve the efficiency of the Pressure Operation Group. However, the situation on a job site could change at any time and no employee should be reluctant to call for assistance when needed.

The following is a list of duties that may be performed by one person:
General Fitter - Annual Inspections

- Above Grade Secondary Regulators
- Above Grade Service Regulators

CLASSIFICATIONS

Turn On and Wire Up

- Above grade district regulators consisting of an operator monitor only (non-dead end system)
- Above Grade Secondary Regulators
- Above Grade Service Regulators

Pressure Operations Leak Complaints

- Any and all leak complaints associated with pressure or Station type work except those that have been identified as being in a confined space. After the investigation should employee need assistance, they should notify supervisor.

NOTE: All leaks will be evaluated by supervision to determine if one or two people should respond.

Repairs

- Repairs to all above grade secondary and service regulators where using the bypass is not required.

Adjust Pressure/Check Pressure/Check Stainer

- Above grade secondary and service regulators where using the bypass is not required.

Investigation (Currently one person work)

Station Type Work

The work listed below is station work that has/is being completed by one person. It has been and will continue to be the understanding that any job may require the assistance of additional employees.

- Instrument Gas Inspections
- Power Gas Inspections
- Station Complaints and Alarms
- Compressor Operations
- Assisting Control Maintenance
- Contract Inspections (when required)

All duties both Pressure and Station work under the Maintenance Fitter classification that can be performed by one person.

Maintenance Fitter

All work under the Maintenance Fitter classification is governed by the same size and type restriction as covered in the current Collective Bargaining Agreement for Maintenance Fitter duties.

Annual Inspections

- Above Grade District Regulators (non dead end systems)
- Valves in Road Way Boxes (currently one person work)

Pressure Operations Leak Complaints

- Any and all identified leak complaints associated with Pressure or Station type work except those that have been identified as being in a confined space. After the investigation should employee need assistance, they should notify supervisor.

NOTE: All leaks will be evaluated by supervision to determine if one or two people should respond.

Repairs

- Repairs to all above grade district regulators where using the bypass is not required.
- Repairs on any type valves (wheel or wrench operated) not in a confined space.

Adjust Pressure/Check Pressure/Check Stainer

- Above grade districts regulators where using the bypass is not required.
- Pressure check on main line, service and take off valves not in a confined space.

Repairing and otherwise maintaining equipment such as but not limited to tapping equipment and CO2 refills.

Calibrating and maintaining detectors.

Chart Run (currently one-person work).

CLASSIFICATIONS

Tanker Run (currently one-person work).

Station Type Work

The work listed below is station work that has/is being completed by one person. It has been and will continue to be the understanding that any job may require the assistance of additional employees.

- Atmospheric Corrosion Checks
- Bypass Gauge Inspection
- Bruest Heather Inspections, Turn On's, and Turn Off's
- Leak Surveys
- Survey Repairs (minor leaks on tubing)
- Valve inspections (any size) without operators not acting as Hi-Lows or Monitors
- Equipment upgrades (not working on live gas) such as gauge replacement, tubing repair, hanging of signs, providing access to contractors and vendors, assisting other departments, and miscellaneous repairs not associated with a regulator or valve.
- Glycol Samples and Deliveries
- Odorant Reads
- Station Inspections
- Winter Operation (not in pits or vaults)
- Prep for Throttle (valve verification)

Handling of Overtime

Planned: Known overtime before the end of the shift Monday through Friday and overtime known before the end of the shift prior to Saturdays, Sundays, and holidays.

Unplanned: Unknown overtime where employees are called in from home.

Station Work both Planned and Unplanned

All station overtime assignments may be one person unless the supervisor is able to determine that two or more people are needed prior to the assignment being made.

The person selected for the assignment must be a station qualified General Fitter if the supervisor is assigning only one person. However, a Maintenance Fitter would be allowed to work continuous overtime should the assignment they have been working on during their normal shift require overtime.

Station Work Planned Overtime

- Individuals will be selected using the current overtime agreement.

Station Work Unplanned Overtime

- The on call General Fitter will be called first if he/she is station qualified. If the on call General Fitter is not station qualified, a station qualified General Fitter will be selected in accordance with the overtime list.
- If no station qualified General Fitter is available, then a station qualified Maintenance Fitter and a non-qualified General Fitter will be called. In this situation the provisions of the On Call Agreement will be honored.

Pressure Work Planned Overtime

- Planned overtime may be assigned to one person provided that the work is covered by the One Person Work Agreement and other crews (Distribution or Field Service) will be on site.

Pressure Work Unplanned Overtime

- If the assignment is to grease a valve only and another crew (Distribution or Field Service) is standing by, only one person would be called out. The lowest person on the overtime list either the General or Maintenance Fitter from the on call crew will be called.
- All other unplanned overtime assignments for pressure type work will consist of two people. The current On Call and Overtime Agreements will govern the selection of employees.

Acceptance of Agreement

Upon acceptance of the agreement the Company and the Union agree to the following:

In the future all upgrades in the Distribution Pressure Operations Group will first be offered to the Distribution Pressure Operations

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Maintenance Fitters. Upgrades to General Fitter within Pressure operations will be offered to incumbent Maintenance Fitters with five (5) year's experience as a Maintenance Fitter within the Pressure Operations Group. Should no Maintenance Fitter within the Pressure Operations Group who is qualified accept the upgrade to General Fitter the position would then be filled using the lateral/advance assignment slips from the General Fitters and Maintenance Fitters from Distribution Operations.

The Company will pay a lump sum of \$1,500.00 after taxes to the 35 employees on the rolls within the Pressure Operations Group as of the Union's acceptance of the agreement.

The Joint Classification will be eliminated within the Pressure Operations Group. Should the three (3) employees at Pressure who are currently in the joint classification elect to remain joint classified they will be allowed to move to a C&M station of their choice and remain in the joint classification.

Bumping

The incumbents (as of September 2, 1979) in the former categories/groupings of employees known as Investigators, Pressure, Manifold and M.S.&I., cannot be bumped by a more senior bargaining unit employee, whether the operational unit remains at its present location or an operational unit is relocated, except as expressly provided for in the Collective Bargaining Agreement (Article IX (1)).

Bumping Station Operations/Job Postings for General Fitters

Incumbent employees as of December 5, 1982, in the former category known as Station Operations, cannot be bumped by a more senior bargaining unit employee, except as provided for in the Collective Bargaining Agreement (Article IX (1), and Article XI (5) and (6)).

It is also agreed that on postings for a General Fitter in the former category known as Station Operations, said former incumbent Station Operators will be given first opportunity to fill the posting for a former category General Station Operator vacancy and said Maintenance Fitter shall get the second opportunity before the provisions of Article X shall apply. If the vacancy is to fill a former category General Maintenance Fitter, the first opportunity will be given to the

incumbent Maintenance Fitter and said Station Operator shall get the second opportunity before the provisions of Article X shall apply. Each incumbent former Station Operator and Maintenance Fitter by seniority will be given one opportunity to accept or decline a job posting for a General Fitter in the former category known as Station Operations before the provisions of Article X will apply to the remaining Distribution employees.

Filling Fitter Vacancies

With the exception of vacancies in the Pressure Group, whenever the need exists to fill a vacancy at a designated location for a Distribution Fitter, any then current Maintenance Fitter/Fitter who has satisfactorily performed work which is similar in nature to the work to be performed in the classification declared vacant at the station(s) involved, may move laterally to the station where the opening is available prior to filling the vacancy at the station as provided in Article XI (3). Selection will be made on departmental seniority basis from employees who have given the Company prior written notice of their desire to do so.

Locking Meters

As an alternative to cutting and capping the service lines, the Distribution Department can lock the meters so long as it does not perform work that is performed by Field Service Operations personnel as listed in the Classification of Work and Wages.

Repair Crew Assignments

This is to confirm that specials will only be dispatched to a repair crew led by a General Fitter. The Company will have the ability to assign/dispatch Priority II & III leak orders (rushes and routine customer complaints) during the day shift (Monday through Friday) to Maintenance Fitters and Field Operators. This excludes Apprentices.

Further, it is understood that all repair crews on scheduled off-hour assignments will be led by a General Fitter.

Strength (Isometric) Testing

This will confirm that we have agreed in consideration for Local #80's support of the Company's decision to apply strength (isometric) testing to employees posting into the Distribution Department, Article V (10) and Article XVII (19) are hereby amended as follows:

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"If there is willful or gross negligence on an employee's part as to the safety of himself or herself or a fellow employee if he/she fails to observe normal safety precautions or any of the rules in Part IV, Section (9), the Company may deny the employee 160 hours occupational disability benefits otherwise payable to him or her under this Plan which are in excess of required Workers' Compensation payments."

"The Company will pay wages on all hours paid in conjunction with Workers' Compensation except in those instances where there is willful or gross negligence on an employee's part as to the safety of himself or herself or a fellow employee, or if he or she fails to observe normal safety precautions, or any of the rules in Part IV, Section (9) of the Accident and Sickness Benefits Plan, whereby the Company denies occupational disability benefits otherwise payable to him or her under this Plan pursuant to Article V (10) which are in excess of required Workers' Compensation payments.

Should the Company for any reason discontinue strength (isometric) testing for employees posting into the Distribution Department, the Company shall have the right, upon thirty (30) day notice to the Union, to revert back to the existing contract language in aforesaid Articles as set forth in the Collective Bargaining Agreement dated December 2, 1979. However, this language will only apply to future cases of willful or gross negligence on the part of an employee.

It is further agreed that the Company will not apply strength (isometric) testing to any employee posting into any other department in the Detroit District other than the Distribution Department pursuant to the provisions of the Collective Bargaining Agreement until after January 1, 1987, with the Union reserving its right thereafter to challenge the reasonableness of strength (isometric) testing as a policy matter and also to the individual application of the program in said additional department(s).

It is further understood and agreed that the Union reserves its right to challenge the reasonableness of the strength (isometric) testing program as a policy matter and also to the individual application of the program, if the Company elects to apply strength (isometric) testing to movements into the Detroit Distribution Department necessitated by surplus/layoff situations pursuant to the provisions of the Collective Bargaining Agreement.

Two Man Crews

This will confirm that we have agreed effective April 1, 1987 all crews in the Field Distribution Department, including but not limited to day, afternoons, midnight, weekends, holidays and call outs from home will consist of two employees.

Transportation for Maintenance Section Employees/ Station Operations

The Company agrees to furnish transportation for Maintenance Section, Station Operations employees for completion of maintenance assignments away from their home station.

JOB TITLE: Senior Drafter

LISTED DUTIES: The Senior Drafter classification requires that an employee shall have qualified and satisfactorily performed the duties of a Drafter and shall be able to satisfactorily perform the following described duties:

- The duties prescribed for the Drafter classification;
- Leading and training other drafting employees in performing the aforementioned duties and also including field assigned duties;
- Accepting assignments not of a routine nature;
- Checking the work of Drafters;

When assigned and working on the Mapping and Automated Recordkeeping System (MARS), the Senior Drafter classification shall be able to satisfactorily perform the following duties:

- The duties prescribed in the Drafter classification;
- Checking the conversion and construction and maintenance order work of outside vendors and other Company employees as it relates to the requirements for MARS and CADD;
- Leading and training other MARS, Drafting and Company employees in performing the aforementioned duties, including workstation procedures;
- Attend utility meetings as it relates to public improvement.
- Other MARS related work, as assigned.

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PREREQUISITE: Shall have satisfactorily performed the duties under this classification for a total of one hundred eighty (180) days.

JOB TITLE: Drafter

LISTED DUTIES: The Drafter classification requires that an employee shall be able to satisfactorily perform the following described duties:

- Investigating, designing, laying out, preparing drawings of, reviewing and checking work pertaining to Company facilities; including coordination of location and proximity of other utility substructures and outside agency construction projects; including reports;
- Possess a working knowledge of the Company's construction specifications;
- Preparing efficiently and accurately, sketches, layouts, charts, drawings, or work of a similar nature using some of the following but not limited to the following tools: digitally prepared design or manual design from Company or outside party; digital or manual file, facility sketch or digital image; utilization of other Company systems and data bases, or outside party system data, as appropriate.
- Preparing and maintaining manual maps and/or automated maps including land base information, graphic facility information and the associated connection to facility information.
- Performing and preparing surveys establishing grades and lines;
- Doing other drafting work requiring specialized skills as assigned;
- Leading and training up to three (3) drafting employees in performing field assigned duties.
- Training other MARS, drafting and Company employees, in the use of manual and automated tools related to assigned duties.
- Relieving the Print Machine Operator when assigned.
- Reviewing work prepared by outside vendors and agencies including proposals and drawings;

When assigned and working on the Mapping and Automated Recordkeeping System (MARS), the Drafter classification shall be able to satisfactorily per-

formed the following duties:

- Developing digital geographic land base from MichCon source data, governmental agencies or their agents and contractor developed land information; auditing and verifying acquired geographic land base information and mark/make corrections as required;
- Accurately interpreting main and all other facility placement and location information and layout their depiction as indicated in conversion procedures;
- Following procedures with regards to all land and facility placements, handling unknown or lack of information facility records, and treatment of exceptions;
- Maintenance update and original data entry of land and facility graphic information on computer workstations used for MARS work. Maintenance of facility database information will be as required.

PREREQUISITE: Shall have the knowledge of mathematics (including use of symbols and abbreviations), drafting, and fundamentals of surveying practices, required to perform the duties of a Drafter and shall have passed an examination on the manual drafting work, rules and procedures and/or computer workstation operations demonstrating CADD / mapping / PC skills. Satisfactory performance of the duties assigned under this classification or a total of three hundred sixty-five (365) days automatically qualifies an employee.

JOB TITLE: General Drafting Clerk

LISTED DUTIES: The General Drafting Clerk classification requires that an employee shall be able to satisfactorily perform the following prescribed duties:

- Gathering, analyzing and layout Distribution Service facilities information onto "scrub" map sheets;
- Read, analyze and copy service facility data; if analyzed to be correct, onto MARS input sheets;
- Collect, interpret and draw building shapes from orthophotography, aerial photos and other sources onto geographic cultural land maps;
- Acquire addresses for right-of-ways/streets from Customer Information

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Systems listing, Sanborn Books and other sources and apply to the cultural land map within the appropriate building shape or as designated by MARS placement rules;

- Accurately interpret service route and key dimensions and draw their depiction on the cultural land map;
- Follow procedures in regards to handling unknown or lack of information service records, exceptions, services that cross multiple maps, complex service routes that include multiple branches, treatment of service headers, etc.;
- Shall be able to interpret dimensions for cross street, building wall, building corner measurements and the ability to calculate overall service and service section lengths;
- Shall be able to do field investigations for address checks and take simple measurements;
- Other MARS clerical duties as assigned.

PREREQUISITE: Shall have knowledge of basic mathematics; shall have an understanding of Distribution Services and Main records; writing/lettering shall be legible. Satisfactory performance of the duties assigned under this classification for a total of 180 days automatically qualifies an employee.

JOB TITLE: Print Machine Operator

LISTED DUTIES: The Print Machine Operator classification requires that an employee shall be able to satisfactorily perform the following described duties:

- Operating the print machine, plotters, folder and other map and drawing reproduction machines efficiently, including making minor repairs and adjustments;
- Preparing, forwarding and delivering completed plots and prints of all media types;
- Have a thorough knowledge of the conventions, symbols and abbreviations used in drafting work;
- Obtaining manual and MARS/CADD computer files and replacing manual drawings and tracings required for printing;

- Logging last print/plot set produced by client location for tracking purposes;
- Indexing computer file information; only when instructed to do so by supervision.
- Leading one or more employees, when assigned, in performing the aforementioned duties.
- Perform the duties of a Clerk/Dispatcher when required.

PREREQUISITE: The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

FIELD SERVICE OPERATIONS

General Service Technician

The General Service Technician classification requires that an employee shall have qualified and satisfactorily performed the duties of a Service Technician and shall be able to perform the following described duties: performing all duties prescribed for the Service Technician classification, starting, re-lighting, repairing, converting and installing parts on all residential, commercial and industrial appliances and equipment; setting and adjusting regulators at elevated pressures, performing inspections assigned, performing assigned inspections of all elevated pressure installations; performing all services on gas air conditioning; and assisting Industrial Engineers on industrial appliance problems.

In addition, Broadway General Service Technicians are required to start, inspect and repair all rotary meters.

The employee must complete the prescribed course of instruction and pass subsequent examination on the duties within this classification, and perform the duties assigned under this classification for a total of one hundred eighty (180) days to qualify.

The Company shall maintain the level of General Service Technicians at no less than seventy (70).

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The level of General Service Technicians will be reviewed quarterly. Each year, the highest number of General Service Technicians in any of the preceding four (4) quarters will be used to determine the number of General Service Technicians that will be promoted the first Sunday in May, if any, in order to meet the General Service Technicians' guarantee of no less than seventy (70), exclusive of probationary employees required in the Collective Bargaining Agreement.

In consideration for these Company promises, the Union agrees that rotary meter inspection work will be added to the job duties of the General Service Technician.

Service Technician

The Service Technician classification requires that an employee shall have qualified and satisfactorily performed the duties of a Service Technician Apprentice and shall be able to perform the following described duties: performing all duties prescribed for the Service classification; turning on and off, setting and removing all meters except setting elevated pressure meters; performing all services on electric air conditioning; and shall demonstrate a thorough knowledge of established Company standards and policies.

The employee must complete the prescribed course of instruction and pass a subsequent examination of the duties within this classification, and perform the duties assigned under this classification for a total of one hundred eighty (180) days to qualify.

Service Technician Apprentice

The Service Technician Apprentice classification requires that an employee shall be able to perform the following described duties: cutting, threading and connecting piping and tubing incidental to the repair, installation or relocation of all appliances and meters; altering meter manifolds; starting and re-lighting all residential and commercial appliances having hourly inputs of less than 400,000 BTU, including space heating; adjusting, converting and repairing all residential and commercial appliances having hourly inputs of less than 400,000 BTU, except air conditioning; install parts when necessary, changing, turning off, setting and removing all meters except industrial, including space heating

meters; reading all meters; **installation and repairs on any Hex or future AMR systems**; changing dial glass or indexes where necessary on the job site and no soldering required; executing all leak orders; taking gas pressures to locate cause of no gas or poor supply; clearing services of stoppages; installing, changing, repairing and adjusting service regulators; and shall demonstrate a thorough knowledge of the rules and procedures of the Field Operations.

The employee must complete the prescribed course of instruction and pass a subsequent examination on the duties within this classification, and perform the duties assigned under this classification for a total of one hundred eighty (180) days to qualify.

An employee who has qualified as a Service Technician Apprentice and, thereafter, has performed the duties of such classification for thirty-six (36) months, (including the three hundred sixty-five (365) day qualification period) and has been rated as qualified at the semi-annual rating next preceding the expiration date of such thirty-six (36) month period, shall have the opportunity for advanced assignment to the Service Technician classification. When an employee has been rated as not qualified at such semi-annual rating preceding such expiration date, he or she will have the opportunity for advanced assignment to the Service Technician classification at the expiration of the next semi-annual period at which the employee has been rated as qualified.

Scheduled crews in the Field Service Division on the midnight shift will consist of two (2) employee crews.

JOB TITLE: Appliance Fitter

LISTED DUTIES: The Appliance Fitter classification requires that the employee shall be able to perform the following described duties:

- Cutting, threading, and connecting piping; tubing; and establishing gas incidental to the installation or relocation of appliances such as gas grills, logs, lights, and water heaters. The employee may also be assigned to perform work such as off's, read for changes, miscellaneous reads, meter investigations, hex repair for residential customers.

NOTE:*

*.Employees are required to do appliance installations first. If there is a

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lack of installation work, their secondary responsibility is to do scheduled residential hex repair. If they need additional fill in work, said employee will be able to do the above duties in their classification.

- * If the work for this new classification does not materialize, the Company will place the Appliance Fitter into the Field Operator Apprentice classification at the appropriate progression rate of pay.
- * If there is a need to increase the number of Appliance Fitters due to the increase of installation work, the Company will meet with the Union President for notification purposes of the number of employees that will be required to handle the additional workload.
- * The Company shall have the right to loan these employees to other departments at any time due to the lack of installation work and scheduled residential hex repair.
- * Anyone applying for the Appliance Fitter classification will be required to pass a pre-test and strength test for the Field Operator Apprentice classification.

Performance of the duties assigned under this classification for a total of three hundred and sixty-five days (365) automatically qualifies an employee.

Appliance Fitter	
Year 1	\$8.75*
Year 2	\$9.25*
Year 3	\$9.75*
<u>Year 4</u>	<u>\$10.25*</u>

*Plus \$8.00 per unit completed each day as assigned.

The pay rate for this classification shall be as follows:

After three (3) years as an Appliance Fitter, said employee will be required to qualify and perform the duties of the Field Operator Apprentice classification. Further, said employee will be required to obtain a CDL after training is provided. The Company will pay for the cost of the CDL license.

Appliance Repair Employee

The Appliance Repair Employee classification requires that an employee shall be capable of and regularly engaged in repairing and reconditioning gas appliances brought into the repair shop. Performance of the duties assigned under this classification for a total of ninety (90) days automatically qualifies an employee.

"Repairing" is understood to consist of removal and replacement of parts or altering parts or accessories.

"Reconditioning is understood to consist of cleaning the appliance, checking and adjusting controls and accessories.

Appliance Delivery Employee

The Appliance Delivery Employee classification requires that an employee shall be capable of and regularly engaged in handling all work incidental to appliance delivery to, or removal from, Company storerooms, display rooms, offices, customers' premises or any other designated location within the territory served by the Company. Loading, unloading, uncrating and moving appliances, setting up appliances, connecting ranges, making gas-air adjustments, turning gas off and on and re-lighting all appliances and checking for leaks shall be a part of the job. The bonus rate shall be paid for all appliances delivered to the customers' premises, delivered to and removed from model homes, and for all ranges, combination clothes washers and dryers of a Duomatic type, and refrigerators moved within the customers' premises or removed from the customers' premises to the alley or returned to any Company storehouse.

All appliances delivered to or removed from the Main Office, Branch Offices, Noble display, other display locations (excluding model homes), Service Training Center, and other warehouses; and all appliances except ranges, combination clothes washers and dryers of a Duomatic type, and refrigerators moved within or from the customers' premises to the alley or returned to any Company storehouse shall be handled on the hourly rate with no bonus payment. All appliances which cannot be delivered shall be handled on the hourly rate with no bonus payment. When not engaged in delivering appliances, the employee may be assigned other miscellaneous duties.

Filling Vacancies in the Service Technician Apprentice and General Service Technician Classifications

Whenever the need exists to fill a vacancy at any designated location for a Service Technician Apprentice, any then current Service Technician Apprentice and/or Service Technician who has satisfactorily performed work which is similar in nature to the work to be performed in the classification declared vacant at the station(s) involved may move laterally into the section in which the opening is available prior to filling of the vacancy at the station as provided in Article XI (3). Selection will be made on departmental seniority basis from the employees who have given the Company prior written notice of their desire to do so. No more than one move will be allowed from any one section to another as a result of the original vacancy or vacancies.

Additionally, it is agreed that Service Technician Apprentice and/or Service Technicians, qualified as above, may move laterally to the station(s) where the opening(s) is available. Selection will be made on departmental seniority basis from the employees who have given the Company prior written notice of their desire to do so.

It is further agreed that when a General Service Technician opening occurs, a General Service Technician(s) shall be allowed to move laterally from one section to another, before filling a vacancy at said location by departmental seniority as provided in Article XI (3).

Pre and/or Post Inspection Assignments Utilization of Service Technicians for Major Projects

It is agreed by the parties hereto, that pre and/or post inspection assignments will remain in the General Service Technician classification. It is further agreed by the parties that if the Company is required to undertake a major project, e.g., retrofit, the Company, after it has utilized all of the available employees in the General Service Technician classification for the project, may fulfill its additional manpower needs for said project with employees in the Service Technician classification.

Pretest Examination

Effective January 1, 1984, in order for an employee bidding for a Service Technician Apprentice opening in the Field Service Operations Department, to

receive further consideration for the position, the employee must first obtain a passing grade on the pretest exam administered by the Department for this position. The pretest will be administered on a basis of Company seniority.

Twice a year, the Company will conduct a training workshop in order to afford interested employees the opportunity, on their own time, to gain understanding of the mechanical and clerical duties of the Service Technician Apprentice classification and some practice in taking tests.

Employees who obtain a passing grade on the pretest exam and then are selected for training in accordance with the Collective Bargaining Agreement, must thereafter complete the prescribed course of instruction, pass a subsequent examination on the duties within the Service Technician Apprentice classification, and perform the duties assigned under this classification for a total of one hundred eighty-two (182) days to qualify as a Service Technician Apprentice.

In view of the Union's cooperation in this matter, the Company agrees to do the following:

- A. The Company will not administer a pretest examination for Service Technician Apprentice positions situations involving surplus/need transfers under Article XI (4), recall situations under Article XI (3), or to former department employees.
- B. The present collective bargaining contract covers testing in certain classifications and the parties specifically agree that until June 30, 1987, the Company will not require any additional tests over and above those readily set forth in the collective bargaining contract. It is also specifically agreed by the parties that after June 30, 1987, the rights of the parties regarding testing will revert back to what they were prior to this agreement.

Scheduling of Field Service Operations Personnel

It is understood that the Company agrees to adhere to the following in the scheduling of General Service Technicians, Service Technicians and Service Technician Apprentice (hereinafter referred to as Field Service employees) in Field Service Operations:

- A. Those Field Service employees on the payroll as of September 23, 1979, who attain the age of 55 years prior to December 3, 1979, shall be permitted to be excused on written request from working Saturdays, Sundays, holi-

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- days, nonscheduled time, overtime, 4:00 p.m. to 12:00 midnight shift, and/or 12:00 midnight to 8:00 a.m. shift; however, no employee voluntarily working Saturdays. Sundays or holidays shall be entitled to be excused from working overtime on those days.
- B. Those Field Service employees on the payroll as of September 23, 1979, who attain the age of 55 or after December 3, 1979, or who have completed 25 years of service with the Company as of December 3, 1979, will be permitted to be excused on written request from working odd shifts, holidays, nonscheduled days, the 4:00 p.m. to 12:00 midnight shift, the 12:00 midnight to 8:00 a.m. shift, and/or overtime during Monday through Friday. It has been further agreed effective December 1, 1995, that fifteen percent (15%) of the work force, by station, shall be exempt from working all odd shifts and the eligibility requirement has been reduced to eight (8) from ten (10) years. In addition, the Union has agreed that persons exempt from working odd shifts because of medical restrictions or the 25/55 and 55 and over rules will be part of the 15% calculation.
- C. General Service Technicians may be required to take up to five turns per year on working the 4:00 p.m. to 12:00 midnight or 12:00 midnight to 8:00 a.m. shift, and overtime on such occasions, it being understood that a combination of Saturday and Sunday on the same shift (4:00 p.m. to 12:00 midnight or 12:00 midnight to 8:00 a.m.) constitutes one turn in the same weekend. When such General Service Technicians take their turns working such shift(s), the Company will minimize the overtime assignments to such employees by not assigning work which can be performed by lower classified Field Service employees, except for serious types of Priority 1 leaks (such as an explosion).

The aforesaid agreement replaces, in its entirety, the 25/55 practices formerly in effect in the Field Service Department.

METERING DEPARTMENT

JOB TITLE: General Metering Technician

LISTED DUTIES: The General Metering Technician classification requires that an employee shall have qualified and satisfactorily performed as a Metering

Technician and shall be able to perform the following described duties:

- Testing, inspecting, diagnosing, repairing and adjusting all meters and regulators;
- Fabricating sheet metal parts that are not connected with Building Maintenance;
- Leading one or more employees, when assigned, in performing the aforementioned duties.

The Company guarantees to maintain the combined total of General Metering Technicians and Maintenance Technicians at 25% of the sum of the Metering Department work force inclusive of General Metering Technicians, Metering Technicians and Maintenance Technicians but exclusive of any probationary employees. One maintenance technician will be included in the 25% total.

The percentage of the above employees will be determined semi-annually and, if necessary, upgrading will be done in February and August of each year. When calculating the percentage, should the percent of General Metering Technicians exceed .50, the Company will round to the next highest number.

PREREQUISITE: The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

JOB TITLE: Maintenance Technician

LISTED DUTIES: The Maintenance Technician classification requires that an employee shall have qualified and satisfactorily performed as a Metering Technician and shall be able to perform the following described duties:

- Maintaining meter repairs and building equipment, except electronic controls on meter accuracy testing equipment;
- Assisting with electronic controls on meter accuracy testing equipment, when assigned;
- Making incidental repairs to building structures at Tireman Complex which does not require a Journeyman's License;
- Welding with acetylene and electric arc in the fabrication of structures, assemblies and equipment, in connection with the operation and maintenance.

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nance of the Metering Department;

- Fabricating sheet metal parts, relating to Metering Department structures and shop equipment;
- Operating and making minor adjustments to Metering Department structures and shop equipment;
- Assisting employees of other departments while working on equipment or maintenance at Metering Department;
- Leading one or more employees, when assigned, in performing the aforementioned duties.

PREREQUISITE: The employee must demonstrate a knowledge of acetylene and electric arc welding within the first ninety (90) days of being placed on advanced assignment.

The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

JOB TITLE: Metering Technician

LISTED DUTIES: The Metering Technician classification requires that an employee shall be able to perform the following described duties:

- Testing, repairing, adjusting, painting and condemning diaphragm meters and regulators;
- Changing indexes and performing other field repairs to diaphragm meters;
- Installing telemeter devices in meters;
- Receiving, shipping, storing and supply meters, regulators, uniforms and other assigned materials;
- Assisting in testing, checking and repairing of rotary meters;
- Cleaning and painting rotary and hard case meters;
- Keeping records of all meters, regulators and meter parts in conjunction with job duties;
- Replace Union clerk during absences, when assigned;

- Logging and maintaining meter inventories;
- Assisting Metering employees of a higher classification;
- Operating power lift equipment and vehicles required in the performance of their duties and obtaining licenses/permits as required;
- Operate and service vehicles and equipment with gasoline, diesel fuel, oil and windshield washer fluid, checking radiators and completing related paperwork at the Tireman Complex, handling all operations involving employee uniforms at the Meter Shop.

PREREQUISITE: The employee shall have passed an appropriate aptitude test in order to demonstrate the ability to perform the work of the Metering Department.

The employee must satisfactorily perform the work in this classification of the total of one hundred eighty (180) days.

JOB TITLE: Clerk

LISTED DUTIES: The Clerk shall be capable of and regularly engaged in the following:

- Perform all routine clerical duties, such as work pertaining to time keeping, vacation and overtime for Union employees and answering telephones, receiving mail and packages, receiving visitors, securing cabinets at end of shift and distributing meter inventory reports;
- Preparing reports on meter index changes, new meter receipts, bypass meter information and lost meter information;
- Maintaining the rotary meter file;
- Preparing stationery requisitions and storing items requisitioned in stationery cabinet;
- Preparing forms for doctors' visits, safety glasses and advance pay requests.

PREREQUISITE: Doing typing using the touch system.

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Shall have passed an appropriate aptitude test in order to demonstrate the employee's ability to perform the work of the Metering Department Clerk.

JOB TITLE: Utility Employee

LISTED DUTIES: The Utility Employee shall be capable of and regularly engaged in the following:

- Dusting, sweeping, washing and polishing floors, furniture and fixtures and other incidental housekeeping.
- Transportation – Cleaning of Company vehicles, service Company vehicles and equipment with fuel and oil, lubricate Company vehicles and equipment, jump start vehicles, drive bus, pickup and/or deliver parts and vehicles, change batteries, tires and hoses, replace bulbs, clean the garage area and give hands-on assistance to mechanics of higher classification.
- Stock – Cleaning of warehouse facilities and street grounds, clean and stock bins and shelves in Stock, assist in loading and unloading of trucks, maintain lawn and sidewalk areas, pickup and deliver parts as required and give hands-on assistance to Stock employees of higher classification in the performance of warehouse functions.
- P.O.M. – Perform general maintenance and assisting an employee of higher classification.
- Meter Shop – Perform meter painting, top testing, data entry, general meter repairs and give hands-on assistance to Meter Shop employees of higher classification

PREREQUISITE: The employee must satisfactorily perform the work in this classification for a total of ninety (90) days.

Advanced Assignment for Metering Clerk and Technicians

The incumbent Clerk and Metering Technicians in the Metering Department as of October 14, 1979, shall be eligible for advanced assignment to the Maintenance Technician or General Metering Technician classification(s). Subsequent to this date of October 14, 1979, only those employees who qualify as Metering Technicians shall be eligible for advanced assignment to the Maintenance Technician or General Metering Technician classification(s).

METER READING DEPARTMENT

In light of negotiations currently taking place between Detroit Edison and Michigan Consolidated Gas Company which would result in MichCon performing Service Consumption Technician functions of both companies, and with the understanding between Local #80 and Michigan Consolidated Gas Company (MichCon) that an agreement for consolidation of Service Consumption Technician functions will not be reached unless there are changes in the current wage structure and working conditions of the employees in the Service Consumption Technician classification of Local #80, Local #80 and MichCon agree as follows:

This Letter of Agreement, when executed, will be an addendum to the *Collective Bargaining Agreement executed by Local #80 and Michigan Consolidated Gas Company on December 4, 1994 with respect to the wages and working conditions of the employees in the Service Consumption Technician classification (Technician).*

All terms and conditions of the *Collective Bargaining Agreement executed December 4, 1994, remain in effect, except where expressly modified by this Letter of Agreement.*

1. The terms of this Letter of Agreement, for purposes of wages and working conditions, shall remain in effect for the period of April 17, 1997 through April 16, 2003. The terms of this agreement will be incorporated into any new Collective Bargaining Agreement which may be executed within the effective time frame of this Letter of Agreement.
2. Because the relationship between Detroit Edison and MichCon is new, and Technician functions will be subject to some changes as the relationship develops, the day-to-day operations of the Technician function will be determined by MichCon management. Further, it is hereby confirmed that all the provisions of the Local #80 contract shall continue to apply to the Technicians except as expressly modified herein; and that any and all prior work practices and agreements which may exist which relate to the day-to-day operations of the Technician function at MichCon, except as stipulated herein, will be terminated effective with the execution of this Letter of Agreement.

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3. Provisions in the current Local #80 contract relating to the following topics have been modified:

- A. Pages 215 and 216 of the Collective Bargaining Agreement under Classification of Work and Wages, Meter Reading Department, Service Consumption Technician Job Description – Revised Description:

Service Consumption Technician

The Service Consumption Technician classification requires that an employee shall accurately read meters in accordance with the route quota established for each route the employee is assigned to read. Also included, but not limited to, are the duties of reading Special Ledger Accounts, SGR's, BGR's, IRR's, CNR's performance of similar work assigned to identify gas steals and possible D.R. meters during his/her scheduled shift each day. Additional duties of the Service Consumption Technician are: Off Orders, Read for Changes, HEX Repairs (reprogramming, replace sensor on Generation II without a RSOV), Miscellaneous Reads, Replace Dial Glass, Meter Investigations. Meter assembly checks using a gas detector, and installation and repairs on any future AMR system providing the installation or repair does not cause an interruption of gas.

The minimum mileage rate will be \$1.25 per driver.

- B. Pages 216 and 217 of the Collective Bargaining Agreement under Classification of Work and Wages, Meter Reading Department, Clerk Job Description - Revised Clerical Duties/Skill Testing Requirements:

Clerk/P.C. Operator

The Clerk classification requires that an employee shall be capable of and regularly engaged in some or all of the following described work: Preparing daily, weekly, monthly and yearly reports; handling all work pertaining to scheduling and timekeeping, including vacation figures and overtime hours, maintaining daily production records; preparing meter reading averages for classification changes, preparing forms and maintaining records for refund of money for transportation allowance and telephone calls; supplying meter reading information for Customer

Billing and Accounting Division; updating the C.I.S./C.S.B. with pertinent meter reading information; keeping inventory records for uniforms, raincoats, shoes and rubbers; maintaining records of keys; compiling pertinent information for Meter Reading Supervision; handling telephone calls, handling incoming and outgoing mail; maintaining the office supplies including stationery, forms, make up loads; input completed order information into C.I.S./C.S.B. System; maintain routes using A.R.C.S.; obtain reports through M.V.R.S.; monitor equipment and send out for repairs when required sequence unrouted customer accounts; make appointments; etc., in an orderly manner; preparing routes and required keys and messages and in addition shall, upon occasion, perform the duties of a Service Consumption Technician. Performance of the duties assigned under this classification for a total of ninety (90) days automatically qualifies an employee.

Prerequisite:

The employee must pass a skills test examination to be determined by the Company. When a job vacancy occurs, the position will first be posted to the Union. Any test(s) selected for use will be validated by Human Resources. If there are no employees who pass the skills test, the vacancy will then be posted Company-wide. The employee must satisfactorily perform the work in this classification for a total of ninety (90) days.

- C. Pages 274, 275, 276, 277 and 278 of the Collective Bargaining Agreement under Letters of Agreement, Meter Reading is so modified:

Read Requirement/Work Shifts

- A. Each station will be divided into one set of twenty (20) billing units. Adjustments to station boundaries to equalize work load will be made as appropriate.
- B. Service Consumption Technicians will select one route number or use in each billing unit at their assigned station based on seniority. Once selected, this route number will be permanently assigned to the employee and he or she will be allowed to opt for open routes on a daily basis. A Service Consumption Technician, by seniority, will be eligible to bid on route numbers that come available when another employee leaves the station/department. Further, it is understood that if a meter reader bids for an open route, his or her route shall also be open for bids.

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MichCon and Local #80 agree to continue the current practice of route selection provided that said process does not exceed 20 minutes into the start of the shift each morning. In the event there continues to be problems associated with the current route selection process, the parties will meet to address same.

After the new routes/B.U.'s are written, employees will have three (3) cycles to experiment with the new routes before selections are made. Once routes/cycles have been selected, employees are expected to complete their assigned routes.

Note: When an employee with an assigned cycle of routes leaves the department permanently, that cycle will become open for bid by seniority.

- C. The twelve month route quota period will start on the first day of the month following the month in which an employee starts in the Meter Reading Department.
- D. The pay rate of new hires and transfers into the Service Consumption Technician classification is as outlined in paragraph (D) of this Letter of Agreement. If an employee in the Service Consumption Technician classification fails to maintain the route quota average as established by the Company (see Attachment "A") for eight (8) months in any twelve (12) month period and the employee has not completed 45 months of employment, he or she will be paid no more than 80% of their classified rate. Employees who have completed 45 months of employment will be paid 80% of their classified rate.
- E. In addition, Service Consumption Technicians who fail to maintain the established route quota average for four (4) consecutive months in any twelve (12) month rolling period will have their pay reduced to 80% of their current classified rate. This pay reduction will occur at the conclusion of their fourth (4th) consecutive month of below standard performance.
- F. Service Consumption Technicians who have had their pay reduced for either failing to meet the established route quota average for eight (8) of twelve (12) months of the rating period or for failing to meet the required

route quota for four (4) consecutive months, will have their pay reinstated to 100% upon meeting their route quota average eight (8) of twelve (12) months following the date of their reduction to 80%. Pay will be reinstated following the completion of the eight (8) months of meeting their route quota average.

G.**(1) Walking Routes****Rain**

Under severe weather conditions, the decision to have Service Consumption Technicians read meters on walking routes will be made at the regional Director level. Technicians will not be required to read during lightning storms. Rain gear will be issued for all Technicians. It will be the Technician's responsibility to have the rain gear ready and available at all times. Lack of rain gear does not excuse a Technician from reading in the rain.

Wind-Chill

Under severe weather conditions, the decision to have Technicians read meters on walking routes will be made at the regional Director level.

(2) Driving Routes

Service Consumption Technicians with driving routes will be expected to begin work at the start of their shift and perform their normal duties exercising care and caution regardless of rain or cold weather conditions at anytime.

(3) Clothing

Service Consumption Technicians should be advised that when outside during these weather conditions, care and caution should be taken to ensure proper clothing is worn and exposed skin is covered.

(4) Guidelines for Short Pants

Service Consumption Technicians who so desire will be allowed to wear short pants from May 1 to September 30 of each year. However,

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the following terms and conditions must be adhered to:

- The Service Consumption Technician must provide their own short pants which
 - (a) cannot be altered uniform pants or cut-offs of any type;
 - (b) must be MichCon blue, navy blue or black;
 - (c) must be approved length, at or just about the knee (Bermuda type). Bermuda type is defined as knee length walking shorts. Spandex and other athletic type shorts are not permitted.
- When short pants are worn, the Service Consumption Technicians must wear socks in their shoes due to the extended walking (knee length preferred but not mandatory).
- As with their regular uniform, the Service Consumption Technicians are required to wear their MichCon identification visible at all times.
- A MichCon uniform shirt must be worn at all times.

The Service Consumption Technicians must consider the area they will be reading in and that the wearing of short pants will make them more susceptible to scratches, bruises, bee stings and dog bites.

(PLEASE TAKE NOTE THAT IF THE PERSONAL INJURY RATE FOR SERVICE CONSUMPTION TECHNICIANS RISES AS A RESULT OF WEARING SHORT PANTS, THE PRIVILEGE WILL BE TAKEN AWAY.)

(5) One pair of water resistant gloves will be provided to Technicians during each year of this agreement.

- D. The wage progression rate for any new hires or transferees into the department after December 3, 2000, for the duration of this agreement shall be as follows: This provision replaces Article XVII at page 163 and page 184 (Classification of Wages (Actual Rates)) of the current Local #80 contract.

<u>Pay Rate</u>	
<u>Service Consumption Technician</u>	
<u>Year</u>	<u>Hourly Rate</u>
<u>First Year</u>	<u>\$10.00</u>
<u>After First Year</u>	<u>\$12.00</u>
<u>After Two Years</u>	<u>\$12.50</u>
<u>After Three Years</u>	<u>\$13.00</u>

Effective with this agreement, the Service Consumption Technician I and II classifications, formerly known as the Meter Reader I and II classifications, is hereby abolished, and the pay rate of employee(s) engaged in the work of the Service Consumption Technician, except as expressly set out in paragraphs E & F hereunder, shall be as provided for in this paragraph (D).

- E. For the duration of this agreement, the following named incumbent Technicians shall be eligible to progress under the existing wage progression agreement in the Local #80 contract up to a maximum of \$13.00 per hour. This provision replaces Article XVII at page 163 and page 184 (Classification of Wages (Actual Rates)) of the current Local #80 contract.

- | | |
|----------------------|-----------------------|
| 1. Ballard, Chandra | 7. Nielsen, Aaron S. |
| 2. Barnes, Arthur J. | 8. Puryer, Jeffrey D. |
| 3. Booker, Michael | 9. Stovall, Charles |
| 4. Green, Richard | 10. Stovall, Yolanda |
| 5. Neal, Lauri | 11. Turner, Kip |
| 6. Lewis, Willie I. | |

- F. For the duration of this agreement, the following named incumbent Technicians shall have their hourly wage rate frozen at the following current levels:

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Holsing Pamela M.	\$18.54	Marek, Walter Martin	\$19.34
Bartkowiak, Robert R.	\$19.34	Martin, Terrell J.	\$19.34
Blair, Daryl Bruce	\$19.34	Mayhew, Gerald W.	\$19.34
Bozzo, Maureen T.	\$19.34	McLeod, Karen E.	\$19.34
Bradley, Marc F.	\$19.34	Miller, William T.	\$19.34
Bryant, Shannon L.	\$19.34	Moore, Roger S.	\$19.34
Carbary, Edward M.	\$19.34	Mosley, Crystal D.	\$19.34
Carter, Michiko L.	\$19.34	Musto, Donald M.	\$19.34
Correa Jr., Augusto C.	\$19.34	Payne III, Edward R.	\$19.34
Cross, Curtis E.	\$19.34	Pochini, Steven C.	\$19.34
Cruz, Fernando I.	\$19.34	Popp, David G.	\$19.34
Darin, James Michael	\$19.34	Pringle, Michele M.	\$19.34
Davis, Curtis M.	\$19.34	Pruett, Patrick M.	\$19.34
Dely, Sandra M.	\$19.34	Rahn, Bradley H.	\$19.34
Dillon, Gerald A.	\$19.34	Richardson, Eric Rex	\$19.34
Ely, Brian E.	\$19.34	Robertson, Audrey	\$19.34
Eppes, Rickye R.	\$19.34	Robertson, Casey C.	\$19.34
Evans, Cheryl A.	\$19.34	Smolinski, Ronald S.	\$19.34
Fitzpatrick, Pernel S.	\$19.34	Stehle, Paul M.	\$19.34
Greer, Richard C.	\$19.34	Taylor, Robert J.	\$19.34
Harris, David Earl	\$19.34	Watkins, Joe Earl	\$19.34
Heard, Randy R.	\$19.34	Watson, Kenneth L.	\$19.34
Hicks, Weylin V.	\$19.34	Wiggins, Michale R.	\$19.34
Hines, Marion L.	\$19.34	Woods, Ennis	\$19.34
Hoskins, Lena	\$19.34	Wright, Dwain D.	\$19.34
Huckleberry, Lynette D.	\$19.34	Yanchitis, Glenn E.	\$19.34
Jackson, Jean Equella	\$19.34	Haymer, Janell	\$19.50
Johnson, James A.	\$19.34	Smith, Bill	\$19.50
Jones, Meredith P.	\$19.34	Wiley, Janice S.	\$19.50
Knox, Tyrone J.	\$19.34	Allen, Tommy E.	\$13.82*
Lauri, Anthony	\$19.34	Ely, Bruce L.	\$13.82*

*The wage progression in the 1991 Local #80 contract will continue to apply to these two employees.

G.

- (1) All new hires into the MichCon's Meter Reading Department shall have the same benefit coverage as currently provided for under the Local #80 Collective Bargaining Agreement or its successor agreements except as follows:

- A \$3,000 pension equity set aside in the pension plan and increased annually at the prime interest rate, on behalf of the forty-four (44) Service Consumption Technicians whose pay rates were frozen on April 1, 1997.
- Effective January 1, 2001, New Hires will be eligible to make contributions to the Investment Plan as of the first pay period of the month following or coincident with their third month anniversary, but will not be eligible for any Company match on their contributions to the Investment Plan until the first pay period of the month following or coincident with their three (3) year anniversary. Company matching contributions will then be made in accordance with the schedules contained in Article VIII (2) (b).

When an employee leaves the Meter Reading Department and goes to another department and classification, their eligibility to receive Company matches will be based on the provisions of the CBA.

- (2) The Company shall continue to have the right to assign mixed work to Service Consumption Technicians as agreed upon in the March 15, 1996 Mixed Work Agreement.
- (3) The Service Consumption Technicians will be required to report back to the station after the completion of their route/work shift. The applicable mileage rate will be paid as noted in the Collective Bargaining Agreement.
- (4) Service Consumption Technicians shall be eligible to participate in any incentive program opportunities negotiated with Local #80 during the term of this agreement.
- (5) The Company agrees to establish a Joint Work Rule Committee before December 31, 1997 to review and make any changes, if necessary, to existing departmental work rules in Meter Reading. A joint committee will also be formed within ten (10) days of the ratification of this agreement to assist in the development of the pilot project.

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- (6) No annual vehicle maintenance allowance will be paid to any Technician after the 1997 payment (\$190.00) provided for under the current Local #80 agreement, page 61, Article VII, paragraph (8).
- (7) This agreement, in its entirety, will be terminated immediately upon written notice being provided by MichCon to Local #80 that MichCon and Detroit Edison Company have failed to reach an agreement for MichCon to jointly read its own and Detroit Edison Company meters.
- (8) Further, this agreement in its entirety will be terminated immediately upon written notice being provided to Local #80 by MichCon if the meter reading pilot project contemplated by MichCon during the coming year in conjunction with the proposed joint reading of MichCon and Detroit Edison meters is determined by MichCon in its sole discretion to have been unsuccessful.
- (9) If the pilot project provided for in the above paragraph (8) is determined by MichCon in its discretion to be successful, this will confirm that during the term of this agreement with Local #80, MichCon is willing to provide a guarantee of employment to the incumbent classified Service Consumption Technicians on the payroll as of the ratification date of this agreement (names attached), so long as said named employees remain in the Meter Reading Department, subject to the following conditions:

For each year of this agreement, each of the following conditions must be met in full before said employment can be guaranteed in effect for the upcoming year of this agreement.

1. Profitability must equal or exceed MichCon's most recently authorized rate of return on common equity (current authorized ROE = 11.5%) weather normalized, and as reported on page 1, line 20 of the 1996 Annual MichCon Earnings Review package and its successors, as prepared and supported by the General Accounting and Reporting Section of Financial Services.
2. The agreement with Detroit Edison to jointly read their meters and MichCon's continues in effect.

3. That the departmental average for attempts and actual accurate reads established annually by MichCon are met or exceeded. In establishing said average for attempts and actual accurate reads MichCon shall bear the terms and provisions on Attachment "A" in mind.
4. MichCon has not implemented automated meter reading (AMR) or some other technology for collecting consumption data from customers.
5. The number of MichCon residential customers in the geographical areas whose meters said incumbents read does not fall below a level which, in management's opinion, is required to retain all of the named incumbent Service Consumption Technicians.
6. This guarantee in no way limits MichCon's right to terminate any named incumbent Service Consumption Technicians for disciplinary reasons; for poor performance or for any other reason provided for under the Local #80 Collective Bargaining Agreement or its successors.

Nothing relating to paragraph 3(G)(9) of this Letter of Agreement is subject to the grievance procedure.

Meter Reading Productivity Specifications

Number of	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
Meter Reader Routes	93	93	93	73	73
Attempts Per Year	20,760,000	20,760,000	20,760,000	20,760,000	20,760,000
Attempts Per Day Per Person	930	930	930	1,185	1,185
Actual Reads Per Year (95% of Attempts)	19,722,000	19,722,000	19,722,000	19,722,000	19,722,000
Actual Reads Per Day Per Person (95%)	\$884	\$884	\$884	\$1,126	\$1,126
Cost Per Road Per Year (at 95%)	\$0.277	\$0.276	\$0.282	\$0.255	\$0.259

**Incentive Program Opportunities
Negotiated For 1998 Local #80 Contract**

On April 17, 1997, the parties executed an agreement as an addendum to the Collective Bargaining Agreement, dated December 4, 1994, with respect to the wages and working conditions of the Service Consumption Technician classification within the Meter Reading Department. That agreement became effective on April 17, 1997. By way of further clarification of the agreement, which we mutually deem appropriate, I have set out the following understanding: A New Pay Incentive Program. The Union agrees that the \$1,000 lump sum payment given on January 15, 1998, and a \$750 lump sum payment given on December 6, 1998, to the Service Consumption Technicians is a result of 1997 contract negotiations with Local #80. The guaranteed lump sums incentive of \$1,000 will be paid to all Service Consumption Technicians on the payroll as of October 1, 1997. The \$750 will be paid out to all Service Consumption Technicians on the payroll December 6, 1998. This agreement is in consideration of Letter of Agreement Meter Reading Department (G)(4).

This Agreement does not preclude the Union from working with Management to identify and/or implement any additional departmental level incentive programs.

Effective December 3, 2000, the parties reached agreement on a Department Incentive Program. The terms and conditions of said program are as follows:

ESTIMATED INCENTIVE PAYOUT

Average Productivity – Entire
Detroit District (Reads/Day)
Per Quarter

600 625 650

Employee Pay Category – Quarterly Payout:

<u>\$10.00 Per Hour</u>	<u>\$159</u>	<u>\$263</u>	<u>\$340</u>
<u>\$13.00 Per Hour</u>	<u>\$206</u>	<u>\$341</u>	<u>\$443</u>
<u>\$19.34 Per Hour</u>	<u>\$306</u>	<u>\$508</u>	<u>\$658</u>

Employee Pay Category – Annual Payout:

<u>\$10.00 Per Hour</u>	<u>\$635</u>	<u>\$1,050</u>	<u>\$1,360</u>
<u>\$13.00 Per Hour</u>	<u>\$825</u>	<u>\$1,365</u>	<u>\$1,770</u>
<u>\$19.34 Per Hour</u>	<u>\$1,225</u>	<u>\$2,030</u>	<u>\$2,630</u>

***The actual payout under this program will be based on 60% of the actual savings.**

Service Consumption Technician Layoff

Michigan Consolidated Gas Company and Local #80 agree that if a layoff for lack of work within the Meter Reading Department takes place, departmental seniority will be the factor upon which the determination of layoff shall be based, with respect to those employees hired into the Meter Reading Department after September 26, 1997, as long as they remain in the Meter Reading Department. For layoffs for lack of work throughout the remainder of Local #80, the provisions of Article IX, paragraph (1), (Determination of Employee to be Laid off), will be followed.

PROPERTY OPERATION AND MAINTENANCE DEPARTMENT

JOB TITLE: General Carpenter/Electrician/Plumber Employee

LISTED DUTIES: The General Carpenter/Electrician/Plumber Employee classification requires that an employee shall be able to perform the following described duties:

- Some or all of the duties prescribed for a Building Repair Employee;
- Acting as a lead employee in directing activities of other employees;
- Making job estimates and layouts relating to work in their category on assignment;
- Making repairs on customer premises;
- And shall be able to perform the following duties in one of the following categories:
 1. All plumbing work in buildings and grounds assigned requiring a Journeyman Plumber's License such as: executing major plumbing jobs without direct supervision, coordinating and activities of the plumber group personnel, when such responsibilities are assigned may, on occasion, secure permits where and when required, installing, altering or replacing any plumbing or drainage materials, fixtures, appliances, in connection or conjunction therewith, where a permit is required, and repairing plumbing problems on automatic car washers.

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2. All electrical work in buildings and grounds assigned requiring Journeyman Electrician's License such as: installing electric wiring systems, switchboards, motors and other types of electrical problems on car washers, power tools and equipment, maintaining power and lighting circuits and all types of electrical equipment.
3. All carpentry work in buildings and grounds assigned; cabinet work and other work of a creative nature or creating, designing, constructing and installing exhibits, repairing furniture, fabricating work using plastic laminates and acrylics, interior work finishing work, such as kitchen cupboard rebuilding and construction of cabinets and counters, doing layout and construction work from prints and sketches, sign and lettering work. The employee may, on assignment, check work and records and shall possess a thorough knowledge of code requirements relating to this work.

PREREQUISITE:

1. The General Carpenter/Electrician/Plumber Employee in the plumbing category shall possess a Journeyman Plumber's License.
2. The General Carpenter/Electrician/Plumber Employee in the electrical category shall possess a Journeyman Electrician's License or a Master Electrician's License.
3. The General Carpenter/Electrician/Plumber Employee in the carpenter category shall have a minimum of four (4) years experience as a qualified Building Repair Employee and shall have passed an appropriate test in order to demonstrate his or her ability to perform the work of a General Carpenter/Electrician/Plumber Employee. An employee will be allowed one (1) test per twelve (12) month period.
4. The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

The Company will provide the opportunity for assignment to the General Carpenter / Electrician / Plumber Employee classification and will maintain the number of employees in said classification at 20% (spread equally among the categories) of the sum of the number of employees in the Building Operator, Building Repair Employee and General Carpenter / Electrician / Plumber Employee classifications, provided that there are employees on the department's payroll who have the prerequisites and are qualified to perform the duties in the categories of the General Carpenter/ Electrician / Plumber Employee classification as will enable the Company to make such assignment.

JOB TITLE: Building Repair Employee

LISTED DUTIES: *The Building Repair Employee classification requires that an employee shall be able to perform the following described duties:*

- *All the duties prescribed for a Building Operator;*
- *Acting as a lead employee in directing the activities of a maximum of two (2) other employees;*
- *Installing, repairing, and maintaining building systems, equipment and grounds assigned not requiring a Journeyman's License;*
- *Carpentry work such as constructing small buildings, partitioning, construction work tables and benches, creating, building maintenance, patching plaster, varnishing, staining, painting and glazing or cutting materials for exhibits;*
- *Operating building systems;*
- *Operating and maintaining power equipment and tools required in the performance of Property Operations and Maintenance Department work;*
- *Performing preventive maintenance inspections;*
- *Assisting employees of a higher classification.*

PREREQUISITE:

1. The employee shall have passed an appropriate test in order to demonstrate his or her ability to perform the work of a Building Repair Employee.
2. The employee must possess or obtain a Low Boiler Operator's License (City of Detroit) within ninety (90) days of being placed on Advanced assignment with the exception of employees classified as Plumber "A" and "B" or Carpenter "B" prior to September 30, 1979. An employee will be allowed one (1) Low Pressure Boiler Operator's test per twelve (12) month period based on the starting date of the advance assignment. A fourteen (14) working day extension will be permitted if the employee is required to return by the examiner of the Department of Building and Safety Engineering, City of Detroit.
3. The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

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JOB TITLE: Building Operator

LISTED DUTIES: The Building Operator shall be able to perform the following described duties:

- Cleaning and maintaining buildings and grounds (such as janitorial services) assigned including rubbish handling;
- Operating vehicles for the employee's transportation purposes, with equipment, if necessary, to perform his or her work;
- Operating power equipment and tools (up to 3.5 horsepower) required in the performance of snow shoveling and yard maintenance work.
- Shoveling snow and spreading salt;
- Assisting the Building Repair Employee; and the General Carpenter / Electrician / Plumber Employee with assignments of a minor nature when a Building Employee is available.
- Performing other duties assigned such as changing lights up to a height of 15 feet, mail handling, cafeteria work, furniture moving within a building or complex, operating freight elevators, and making minor adjustments to building equipment such as setting thermostats and diffusers.
- Making A.D.T. security rounds.
- Relieving receptionist as the need arises for periods not to exceed one (1) day.

PREREQUISITE: The employee must satisfactorily perform the work in this classification for a total of ninety (90) days.

JOB TITLE: Utility Employee

LISTED DUTIES: To qualify for this classification, employee(s) shall be able to perform the following described duties:

- **Operating all single unit trucks;**
- **Operating material handling equipment such as loader, fork lift trucks, other power operated equipment except cranes, for yard storage and material handling functions and shall possess a valid operators permit/license where required;**

- An employee may be requested to assist in yard cleanup assignments, using car and single unit trucks;
- Filling orders and complete related paperwork;
- Inputting pick confirmations and transfer receipt confirmations into the Warehouse Management System (Walker);
- When assigned operating and servicing vehicles and equipment with gasoline, diesel fuel, oil and windshield washer fluid, checking radiators and completing related paperwork;
- Loading and unloading railroad cars;
- Packing and unpacking shipments;
- Counting materials and tools;
- Restocking bins, shelves and open stock items;
- Repairing, regrinding, marking and labeling of hand tools and materials, including operating power equipment in repairing, regrinding, marking and labeling of hand tools and materials;
- Assisting other Stock employees, when assigned;
- Transportation – Cleaning of Company vehicles, service Company vehicles and equipment with fuel and oil, lubricate Company vehicles and equipment, jump start vehicles, drive bus, pickup and/or deliver parts and vehicles, change batteries, tires and hoses, replace bulbs, clean the garage area and give hands-on assistance to mechanics of higher classification,
- Stock – Cleaning of warehouse facilities and street grounds, clean and stock bins and shelves in Stock, assist in loading and unloading of trucks, maintain lawn and sidewalk areas, pickup and deliver parts as required and give hands-on assistance to Stock employees of higher classification in the performance of warehouse functions.
- P.O.M. – Perform general maintenance and assisting an employee of higher classification,
- Meter Shop – Perform meter painting, top testing, data entry, general meter repairs and give hands-on assistance to Meter Shop employees of higher classification.

PREREQUISITE: The employee must complete the prescribed course and

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pass a subsequent examination on the work within this classification. The employee must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days. CDL license will be required within 90 days of hire.

Work Scheduling for Designated Classifications

This will confirm that we have agreed that the employees in the following classifications

Electrician Group "A"	Carpenter Group "A"
General Plumber	Carpenter Group "B"
General Carpenter	Plumber Group "A"
Plumber Group "AA"	Plumber Group "B"

prior to September 30, 1979, will not be required to work the following work assignments, while they are members of the Property Operations and Maintenance Department:

- Holidays
- Scheduled Saturdays and Sundays

Where overtime is required, if a sufficient number of employee(s) do not volunteer for said overtime, the lowest qualified employee(s) on the overtime list will be required to work.

PROPERTY MAINTENANCE OPERATIONS

Equipment Operator

The Equipment Operator job requires that prior to assignment to the job, the employee shall possess a High Pressure Boiler Operator's License - City of Detroit and shall be able to perform all the duties of an Equipment Maintenance Employee. The employee shall be capable of and regularly engaged in performing various duties related to the operation, maintenance and repair of electrical, plumbing, heating, ventilating, air conditioning, refrigerating and other building systems equipment and controls; operating and attending to the requirements of the master control panel; and performing duties of other building maintenance classifications, as required. In performing such duties, the employee shall demonstrate a thorough knowledge of high pressure boiler plant operation, maintenance and repair, a thorough knowledge of steam absorption

and freon refrigeration systems operation, maintenance and repair; a thorough knowledge of water treatment systems operations, maintenance and repair; and a working knowledge of electrical, mechanical plumbing heating, ventilating, air conditioning and refrigeration systems equipment controls. Employees in this classification also may be assigned other building maintenance duties. Performance of the duties assigned under this job for a period of one hundred eighty (180) days automatically qualifies an employee.

Structure Maintenance Employee

The Structure Maintenance Employee job requires that an employee shall be capable of and regularly engaged in caulking, pointing masonry, inspecting, maintaining, making minor repairs and cleaning the exterior facings and structural walls of a building and related parts of a building such as windows, frames, grill, cooling tower and steel work. The employee shall be able to operate and maintain stages, platforms and scaffolds, such as the powered work platform, and other equipment related to such work; and shall be able to make minor repairs to such equipment. Employees in this group may also be assigned other building maintenance duties, such as minor carpentry, painting and plastering and assisting other employees in higher job classifications. Performance of the duties assigned under this job for a period of ninety (90) days automatically qualifies an employee.

Equipment Maintenance Employee

The Equipment Maintenance Employee classification requires that an employee shall possess and demonstrate for not more than one (1) day the following prerequisite skill qualifications prior to assignment: The employee shall possess a working knowledge of the operation of mechanical systems such as heating, ventilating, air conditioning, refrigerating plumbing and piping systems, electrical systems, etc., and the ability to maintain such systems; and the ability to make minor repairs to such systems. The employee shall be capable of and regularly engaged in performing various duties related to the operation and maintenance of plumbing, electrical, heating and ventilating, air conditioning, refrigerating, etc., systems, equipment and controls including related minor carpentry, painting and plastering operations, etc. Performance of the duties assigned under this classification for a period of ninety (90) days automatically qualified an employee.

Electrician-Instrument Employee

The Electrician-Instrument Employee job requires that prior to assignment to the job, the employee shall possess a Journeyman Electrician's License and shall demonstrate by actual performance for not more than one (1) day the acquired sufficient skill and knowledge of operations and maintenance to make a complete diagnosis of faulty performance of and complete repairs to electrical and pneumatic systems, controls and equipment. The employee shall be capable of and regularly engaged in operating, maintaining, repairing and installing electrical and pneumatic systems, controls and equipment and leading other employees in the performance of such duties. Performance of the duties assigned under this job for a total of ninety (90) days automatically qualifies an employee.

Plumber-Pipe Fitter

The Plumber-Pipe Fitter job requires that prior to assignment to the job, the employee shall possess a Journeyman Plumber's License, and shall demonstrate by actual performance for not more than one (1) day the acquired sufficient skill and knowledge of operations and maintenance to make a complete diagnosis of faulty performance of and complete repairs of plumbing and piping systems, fixtures and equipment. The employee shall be capable of and regularly engaged in operating, maintaining, repairing and installing plumbing and piping systems, equipment and controls including gas, water, air, fire, sprinkler, sanitary, etc.; performing a variety of other related duties incidental to such work; and leading other employees in the performance of such duties. Performance of the duties assigned under this job for a total of ninety (90) days automatically qualifies an employee.

STOCK DEPARTMENT

JOB TITLE: General Storekeeper

LISTED DUTIES: The General Storekeeper classification requires that an employee shall have qualified and satisfactorily performed the duties of the Storekeeper and shall be able to perform the following described duties:

- Performing all duties prescribed for the Storekeeper classification;
- Directing Storehouse operations in the absence of the supervisor when assigned including:
 - Leading employees, including assigning employees to various tasks;
 - Filling and annual inspection of fire extinguishers;
 - Resolving problems related to Storehouse operations and user material requirements with Stock Department Management.

PREREQUISITE: The employee must complete the prescribed course and pass a subsequent examination on the work within this classification. The employee must satisfactorily perform the work in this classification for a total of ninety (90) days.

The Company will provide the opportunity for assignment to the General Storekeeper classification and shall maintain a minimum of eleven (11) employees in said classification.

JOB TITLE: Equipment Technician

LISTED DUTIES: The Equipment Technician classification requires that an employee shall have qualified and satisfactorily performed the duties of a Utility Employee and shall be able to perform the following duties:

- Operating and maintaining all cranes, including the power unit for handling material and/or spotting cars;
- Handling stock and meters, including operation of all types of stock cartage equipment, and shall possess a valid chauffeur's license.
- Recognizing malfunctions in cranes and stock cartage equipment and assisting in making repairs on cranes.

PREREQUISITE: The employee must complete the prescribed course and pass a subsequent examination on the work within this classification. The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

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New hires or transfers must 1) have a valid Class A CDL license and 2) have experience operating 40' trailer vehicles.

They must also pick up the following duties and responsibilities:

1. Plan work load and coordinate delivery of special request materials.
2. Reconcile monies from their trip within one day and complete accurate employee miscellaneous and/or travel expense report. When completing a travel expense report, also complete the Request for Travel Arrangements form.
3. Upon completion of trip where return or transfer material is returned to Central Warehouse, the Equipment Technician shall be responsible for unloading the return/transfer material, checking and counting it, verifying the quantity with paperwork received, coordinate with appropriate Stock personnel, the RTN or TOR on WAMS and physically putting the materials in its designated location within 48 hours. If the driver is scheduled to go on the next trip due to the overtime list, any employee within the Equipment Tech classification may be called upon to complete this process.
4. Complete inventory on all sizes of pipe (plastic, XTC, etc.) located within the Central Warehouse or the pipe yard request of Management.

JOB TITLE: Storekeeper

LISTED DUTIES: The Storekeeper classification requires that an employee shall have qualified and satisfactorily performed the duties of a Utility Employee and shall be able to perform the following described duties:

- Performing various material handling functions as related to Storehouse operations, such as receiving, issuing, transferring and shipping;
- Inputting pick confirmations and transfer receipt confirmations into the Warehouse Management System (WAMS);
- Preparing, processing and filing purchasing requisitions, receiving reports and other ordering, returning and replenishment documents; processing emergency and/or shortage reports; investigating and resolving transaction report variations; and assignments involving compilation of information from material source documents in connection with Storehouse operations, such as material adjustment requests, initiating follow-ups and filing executed receiving data;

- Performing meter and base load operations;
- Providing stock service to the operating department;
- Leading one or more employees in performing Storehouse activities, when assigned;
- Performing all duties prescribed for the Utility Employee classification;
- Checking gravitometer and calorimeter charts at Broadway station.

PREREQUISITE: The employee must complete the prescribed course and pass a subsequent examination on the work within the classification. The employee must satisfactorily perform the work in this classification for a total of one hundred eighty (180) days.

JOB TITLE: Stock Maintenance Employee

LISTED DUTIES: Cleaning of Stock Warehouse areas including rubbish handling and moving of storehouse material with fork lift trucks in conjunction with cleaning operation. Dusting, sweeping, washing and polishing floors, furniture and fixtures and other incidental housekeeping.

Operating vehicles for the employee's transportation purposes with equipment, if necessary, to perform his or her work.

Performing other duties assigned such as cleaning outside storage areas and windows.

Painting walls, shelves, floors, etc., in the stock areas not to exceed ten feet.

PREREQUISITE: The employee must, when required, pass an examination and obtain any required licenses. The employee must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days.

JOB TITLE: Utility Employee

LISTED DUTIES: To qualify for this classification, employee(s) shall be able to perform the following described duties:

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- Operating all single unit trucks;
- Operating material handling equipment such as loader, fork lift trucks, other power operated equipment except cranes, for yard storage and material handling functions and shall possess a valid operators permit/license where required;
- An employee may be requested to assist in yard cleanup assignments, using car and single unit trucks;
- Filling orders and complete related paperwork;
- Inputting pick confirmations and transfer receipt confirmations into the Warehouse Management System (Walker);
- When assigned operating and servicing vehicles and equipment with gasoline, diesel fuel, oil and windshield washer fluid, checking radiators and completing related paperwork;
- Loading and unloading railroad cars;
- Packing and unpacking shipments;
- Counting materials and tools;
- Restocking bins, shelves and open stock items;
- Repairing, regrinding, marking and labeling of hand tools and materials, including operating power equipment in repairing, regrinding, marking and labeling of hand tools and materials;
- Assisting other Stock employees, when assigned;
- Transportation – Cleaning of Company vehicles, service Company vehicles and equipment with fuel and oil, lubricate Company vehicles and equipment, jump start vehicles, drive bus, pickup and/or deliver parts and vehicles, change batteries, tires and hoses, replace bulbs, clean the garage area and give hands-on assistance to mechanics of higher classification,
- Stock – Cleaning of warehouse facilities and street grounds, clean and stock bins and shelves in Stock, assist in loading and unloading of trucks, maintain lawn and sidewalk areas, pickup and deliver parts as required and give hands-on assistance to Stock employees of higher classification in the performance of warehouse functions.

- P.O.M. – Perform general maintenance and assisting an employee of higher classification.
- Meter Shop – Perform meter painting, top testing, data entry, general meter repairs and give hands-on assistance to Meter Shop employees of higher classification.

PREREQUISITE: The employee must complete the prescribed course and pass a subsequent examination on the work within this classification. The employee must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days. CDL license will be required within 90 days of hire.

Material Management Accounts Payable System

The parties recognize that the Company needs to have qualified employees to enter data in the Material Management Accounts Payable System (MMAPS). Therefore, the parties agree that the Company may train and assign storekeepers to perform this work when assigned by the Company in addition to supervision and salaried employees in the Company.

The Union recognizes that work associated with the Material Accounts Payable System is presently non-bargaining unit work.

It is agreed by the parties that this is a unique understanding and does not establish a practice or a precedent for other assignments in the Company.

Servicing Equipment

The service of small trenchers on trailers towed by vehicles no larger than a 1-1/2 ton vehicle will be service by Stock Department employees.

Stock Delivery

This will confirm the understanding reached between both parties regarding the issues described below as they pertain to the Stock Department:

1. The Stock Department will be given the first opportunity to deliver materials, and Distribution employees will not perform this job unless there is no Stock employee available.

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2. The Stock Department will be given the first opportunity to pick up any coded and non-coded auto parts requirements for the Transportation Department, except in those cases where:
 - there is no Stock employee available;
 - delivery of the parts is arranged by the parts vendor; or
 - it is likely that the Stock Department will not be able to meet the Transportation Department's response time requirements.
3. Non-coded auto parts invoice processing will be performed by a Union Clerk "A" in the Transportation Department. The Company retains the right to transfer this task to the Stock Department if in the Company's view it is in the best interests of the Company to do so.
4. Monthly inspections for excess material at Company stations will include the equipment rooms of both Distribution and Field Service, and a Union representative from the Stock Department will be invited to attend these inspections.
5. There will be no loss of manpower due solely to the transfer of (733) and non-coded invoice processing to the Transportation Department.
6. The Company will provide the General Storekeeper a copy of the monthly report of non-coded auto parts.

Current and future Stock employees assigned the gassing of the truck and trailer combination unit will be provided appropriate training. Employees will be instructed not to back up vehicles with trailers attached.

Warehouse Management System

The parties recognize that the Company needs to have qualified Stock employees to enter data into the Warehouse Management System (WAMS). Therefore, the parties agree that the Company will train employees in the General Storekeeper and Storekeeper classifications to perform this work when assigned by the Company in addition to supervision and salaried employees in the Company.

The Company and the Union recognized that work associated with the Warehouse Management System is presently non-bargaining unit work with the

exception of inputting of pick confirmations and inputting transfer receipt confirmations which are bargaining unit work. The Classification of Work and Wages will be amended to reflect the inputting of pick confirmations and transfer receipt confirmations.

The Company further agrees to the following:

Declaration of Surplus Employee at Satellite Locations

In general, as WAMS is implemented, the Company expects a reduced manpower requirement at its satellite storehouses and some increased requirement at the central storehouse.

The transfer of employees from the satellite stock locations to the central location at Allen Road will be accomplished as stipulated in Article XI, paragraph four (4) of the Collective Bargaining Agreement.

Temporary Loans Within The Department

Temporary loans to locations within the department are made, they will be done as follows:

- (1) Stock management determines the need for added employees at a location and the classification requirement to perform the duties involved, except that for satellite staffed by no more than two employees where one of the employees is expected to be absent for one (1) week or longer, that employee shall be replaced with an employee in the same classification for the duration of the absence.
- (2) Stock management determines the "loan from" location. All employees in the required classification will be canvassed by department seniority (high to low) to identify a volunteer, including employees presently on loan. If no one volunteers, the least senior eligible employee will be forced.
- (3) Loans will be made for periods up to one week. If management determines the need continues, the loan will be re-canvassed as provided above, each week.

Note: The current loan of a storekeeper from Michigan to Broadway is an exception to this one-week provision.

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- (4) Employees not present for work on the day a loan is canvassed, will not be canvassed or forced; Equipment Technicians, since they possess special skills, may not volunteer or be forced for loans as storekeepers unless a surplus exists in their classification.

Satellite Staffing

Minimum staffing at a Stock Department satellite will consist of one General Storekeeper and one Storekeeper who may be scheduled over a variety of work shifts.

Storekeeper employees can assume the duties and responsibilities of a General Storekeeper for up to thirty (30) consecutive days in the absence of the General Storekeeper.

Additionally, the department agrees that Storekeeper employees will receive the General Storekeeper base rate of pay for only straight time hours worked, when required to assume the duties and responsibilities of a General Storekeeper.

Additionally, the parties have agreed to increase the pay rate for the General Storekeeper classification as outlined in Attachment I. The parties have also agreed to the revisions shown on the General Storekeeper, Storekeeper and Utility employee classifications (Attachments II-IV).

The parties agree that the provisions of this letter will become effective with the start of the pay period next following ratification.

It is agreed by the parties that this is a unique understanding and does not establish a practice or a precedent for other assignments in the Company.

Shift Moves

After the provisions of Article X are applied, if a vacancy occurs on the day shift, the employee in the same classification with the highest departmental seniority who is working on an odd shift at the station where the vacancy exists, will be given the opportunity to work the day shift.

ELIGIBILITY FOR OVERTIME ON ADVANCED ASSIGNMENT

Storekeeper employees in the Stock Department on advanced assignment will not be eligible to work overtime until they have been declared qualified to perform the following duties:

- (1) Successfully Pass Hi-Lo Testing
- (2) Operate Material Handling Equipment Including Yard Storage Equipment (Pay Loader), Electric Hand Truck, and Hi-Lo
- (3) Familiar with Material, Material Location, and Proper Material Packaging Techniques
- (4) Inputting Pick, Transfer and Receipt Confirmation Into the Warehouse Management System (WAMS)
- (5) Proper Gassing Techniques
- (6) Meter and Laundry Handling

TRANSPORTATION DEPARTMENT

JOB TITLE: General Mechanic

LISTED DUTIES: The General Mechanic classification requires that an employee shall be able to perform the following described duties:

Performing some or all duties prescribed for the Mechanic classification;

Leading employees, including passing on assignment to employees on other shifts, in the performance of their duties;

Performing some or all of the duties in the following categories:

Making a complete diagnosis of faulty performance of and making complete repairs to digging lines, excavating apparatus, hydraulic cylinders, pumps, valves and motors, power take-offs and similar components on mobile power equipment such as trenchers, backhoes, tractors, air com-

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pressors, arc welders, cranes and similar equipment, the maintenance of which is normally assigned to Transportation; making complete repairs to pneumatic tools, motor driven equipment, equipment components; and maintaining, repairing mobile power and similar equipment, the maintenance of which is normally assigned to Transportation.

Doing all forms of acetylene and arc welding; reading prints and sketches, developing and making the layouts and fabrications of welded structures or equipment therefrom; operating and maintaining machine shop equipment. The employee must successfully complete the appropriate qualification tests prescribed by the Company Welding Standard, having a working knowledge of various metals and their respective use, and be able to use a standard set of machinist tools.

PREREQUISITE: The employee must possess state certification in the categories described in the prerequisite section of the mechanic classification and obtain, when required by the government, federal/state/local certification and/or licensing, *have passed appropriate mechanic's test. In addition, employees will be required to maintain state certification and/or licensing on an annual basis, and satisfactorily perform the duties assigned under this classification for a total of three hundred and sixty-five (365) days.*

JOB TITLE: Mechanic

LISTED DUTIES: The Mechanic classification requires that an employee shall be able to perform some or all of the following described duties:
Performing all duties prescribed for a Utility employee;

Leading one (1) other employee of like or lower classification;

Performing driving assignments including transporting and setting up the energy conservation trailer;

Making a complete diagnosis of faulty performance of and making complete repairs in the garage or in the field to all forms of transportation vehicles, the maintenance of which is normally assigned to Transportation, including using all diagnostic testing equipment and making complete repairs to air brakes; performing preventive maintenance inspection on

mobile power and transportation equipment; performing various cutting, heating, brazing and welding jobs with acetylene and arc welding equipment; removing and replacing hydraulic cylinders, pumps, valves, motors, hoses, tanks and similar components; removing and replacing power take offs and unitized equipment such as skid mounted arc welders, compressors and hydraulic and electric powered units; repairing power-take-off drive shafts, universal joints and shifting mechanisms such as rods, cables and other linkages, repairing, adjusting and replacing compressor controls; complete repairs to gasoline or diesel engines on mobile power and similar equipment; executing service calls on and performing emergency service to mobile power and similar equipment; making, as directed by an employee in a higher classification, all other types of repairs to mobile power and similar equipment; making external repairs to pneumatic and power tools; making minor body repairs, removing and installing body parts, fenders, grills, trim and hardware; installing monograms and numbers; and brush or spray painting of metal, wood and other surfaces; and performing the sewing operation, making various fabrications from canvas, leatherette or composition material.

PREREQUISITE: The employee (new hires and transfers) must possess state certification in auto and light truck engine repair, engine tune up/performance, front end suspension and steering systems, brakes and tracking systems, manual transmission front and rear, drive axles, electrical systems, heating and air conditions, heavy duty truck repair; engine repair-gasoline, drive train suspension and steering systems, brakes and braking systems, electrical systems and obtain, when required by the government, federal/state/local certification and/or licensing, pass an entry level mechanic's test. In addition, employees will be required to maintain state certification and/or licensing on an annual basis, and satisfactorily perform the duties assigned under this classification for a period of three hundred and sixty-five (365) days.

JOB TITLE: Utility Employee

LISTED DUTIES: To qualify for this classification, employee(s) shall be able to perform the following described duties:

- Operating all single unit trucks;
- Operating material handling equipment such as loader, fork lift trucks,

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other power operated equipment except cranes, for yard storage and material handling functions and shall possess a valid operators permit/license where required;

- An employee may be requested to assist in yard cleanup assignments, using car and single unit trucks;
- Filling orders and complete related paperwork;
- Inputting pick confirmations and transfer receipt confirmations into the Warehouse Management System (Walker);
- When assigned operating and servicing vehicles and equipment with gasoline, diesel fuel, oil and windshield washer fluid, checking radiators and completing related paperwork;
- Loading and unloading railroad cars;
- Packing and unpacking shipments;
- Counting materials and tools;
- Restocking bins, shelves and open stock items;
- Repairing, regrinding, marking and labeling of hand tools and materials, including operating power equipment in repairing, regrinding, marking and labeling of hand tools and materials;
- Assisting other Stock employees, when assigned;
- Transportation – Cleaning of Company vehicles, service Company vehicles and equipment with fuel and oil, lubricate Company vehicles and equipment, jump start vehicles, drive bus, pickup and/or deliver parts and vehicles, change batteries, tires and hoses, replace bulbs, clean the garage area and give hands-on assistance to mechanics of higher classification.
- Stock – Cleaning of warehouse facilities and street grounds, clean and stock bins and shelves in Stock, assist in loading and unloading of trucks, maintain lawn and sidewalk areas, pickup and deliver parts as required and give hands-on assistance to Stock employees of higher classification in the performance of warehouse functions.
- P.O.M. – Perform general maintenance and assisting an employee of higher classification.

- Meter Shop – Perform meter painting, top testing, data entry, general meter repairs and give hands-on assistance to Meter Shop employees of higher classification.

PREREQUISITE: The employee must complete the prescribed course and pass a subsequent examination on the work within this classification. The employee must satisfactorily perform the work in this classification for a total of one hundred and eighty (180) days. CDL license will be required within 90 days of hire.

Clerk – Group A

A Group A Clerk classification requires that an employee shall be able to perform all of the duties prescribed for a Group B Clerk and, in addition, shall be capable of and regularly engaged in accounting for vehicle inventories, accounting for vehicle mileage at the end of the month, rechecking time reports, taking phone requests for official drives, compiling information for special reports, and accepting and transmitting information required for the proper functioning of the department. Performance of the duties assigned under this classification for a total of ninety (90) days automatically qualifies an employee.

Clerk – Group B

A Group B Clerk classification requires that an employee shall be capable of and regularly engaged in maintaining card files on all vehicles and equipment, filing maintenance reports, compiling repair costs on miscellaneous clerical duties. Performance of the duties assigned under this classification for a total of ninety (90) days automatically qualifies an employee.

Gloves

This will confirm we have agreed to furnish gloves that are carried in stock for the Transportation Department. Gloves requested must be appropriate for the employee's job and requires supervisory approval. Gloves will be issued on an exchange basis for employees.

Shift Bumping

At each Transportation location, selection of shifts will be determined by department seniority and classification at each of the Transportation locations.

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Bumping will be allowed within the station on shifts when a more senior department employee elects such preference. When a more senior employee elects to bump within a station, only one (1) bump is permitted within a calendar year.

Fleet Operations 24 Hour On-Call List

Employees required to make themselves available outside their regularly scheduled working hours to receive service requests or other assignments, shall carry a pager and be able to call the Dispatch Center or a supervisor within ten minutes.

Coverage times will be from 12:00 a.m. on Saturday morning until 12:00 a.m. Sunday morning and from 12:00 a.m. Sunday morning until 12:00 a.m. on Monday morning.

Employees will receive **\$75.00**, net of taxes, pay per 24 hour on-call time period. Employees will also receive call out pay at time and a half for actual time spent on a service call, if any.

The time for a service request begins when the employee contacts Dispatch acknowledging the service request and ends when employee returns home and contacts Dispatch. Employee must also contact Dispatch when arriving at downed vehicle. Employees must be able to reach downed vehicle within 60 minutes after initial contact with Dispatch.

All General Mechanics and Mechanics, unless physically disqualified, will be canvassed and placed on the 24 Hour On-Call List at least four (4) weeks prior to the expiration of the current schedule semi-annually for the ensuing six (6) months. Participation on the 24 hour on-call list is intended to be voluntary. However, if there are not six volunteers, then all qualified employees, unless physically disqualified, will be placed on the schedule. The names of these General Mechanics and Mechanics shall then be placed on a list in order of departmental seniority. A six-month schedule shall then be prepared by departmental seniority and classification requirements.

When an employee's turn to work on call comes up, he or she shall be allowed to trade turns with any other qualified employee on the list who qualifies to do the work providing this trade does not take the second employee away from any station within the same day and the supervisor is notified.

Any absence from the on-call list shall be offered from the on-call overtime list first with the employee having the lowest overtime hours.

All trades shall be made for the upcoming Sunday and the following week Saturday before the 1:00 p.m. Thursday schedule is posted. The following week Sunday trades should be made by Friday in order to accommodate preparation of the 24 Hour On-Call List.

If an employee calls in sick while on call, the on call would be filled by the lowest overtime employee, either Mechanic or General Mechanic, on the 24 hour on-call list. (Exception: General works below class.)

Mechanic to notify on-duty supervisor at beginning of shift and during the shift if unusual situations occur.

The on-call mechanic will make the decision as to whether he/she will respond to a service call or a mechanic who was scheduled to work during a weekend (if any).

DISTRIBUTION AND FIELD SERVICE

CROSS-TRAINING

JOB TITLE: General Field Operator

LISTED DUTIES: The Distribution/Field Service, General Field Operator classification requires that an employee shall have qualified and satisfactorily performed the duties of a Field Operator and Field Operator Apprentice. These employees will also be required to train new employees as assigned.

Shall be able to perform and/or lead one or more employees in performing the following duties:

- Performing duties involved in the construction, maintenance, operation and repair of the Distribution system facilities;

- Performing duties in the assembly and construction of vaults, including all forming and cement finishing, in the fabrication, assembly and installation of new and replacement meter manifolds and regulator installations, and, in the handling of all leak complaints on meter manifolds and regular installa-

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tions and of making repairs:

Performing duties in all pressure control work, including repair and otherwise maintaining gates, valves, district governors, system and factory regulators, and the use and operation of any special tools and equipment related to this work;

Performing duties on all activities involved in prospecting and survey work, construction and repair work including paving and cement finishing;

Inspecting work on contract jobs;

Repairing and otherwise maintaining instruments and combustible gas detectors, pipe locators and other equipment of a similar nature.

Interpreting construction plans and drawings of foreign projects as required to maintain the security of Company facilities, employing prescribed procedures required to safeguard gas structures and reporting accurately and fully, included sketches of all such investigations.

Making field investigations, planning and laying out all main and vaults and service jobs, meter locations, space heat surveys, and merchandise orders from investigation notes of existing and proposed facilities and adding all information necessary to complete required drawings and orders.

Investigating construction work of other utilities in order to eliminate interference with gas facilities;

Performing duties in all station operations; work including installing, maintaining, repairing and operating gas distribution stations and industrial meter installations;

Welding, with oxy-acetylene, electric arc, tig, microwire, and automatic welding processes, in the fabrication of tools, structures, assemblies, and gas piping, including joints, fittings and branch connections of any size and design pressure;

The employee shall successfully complete the appropriate qualification tests prescribed by the Company Welding Standard.

Starting, re-lighting, repairing, converting and installing parts on all residential, commercial and industrial appliances and equipment; setting and adjusting regulators at elevated pressures, performing inspections assigned, performing assigned inspections of all elevated pressure installations; performing all services on air conditioning; and assisting Industrial Engineers on industrial appliance problems. Required to start, inspect and repair all rotary meters.

In consideration for these Company promises, the Union agrees that rotary meter inspection work will be added to the job duties of the General Service Technician/Field Operator.

PREREQUISITE: The employee must complete the prescribed course of instruction and pass a subsequent examination on the duties within this classification. These employees will be required to pass all tests (pre and post), obtain a proper CDL license and qualify as follows:

- General Fitter must qualify as a General Service Technician.
- General Service Technician must qualify as a General Fitter.
- Maintenance Fitter must qualify as both a General Fitter and General Service Technician.
- Service Technician must qualify as both a General Service Technician and a General Fitter.

Performance of the duties assigned under this classification or a total of one hundred eighty (180) days for a General Fitter/General Service Technician or three hundred and sixty (360) days for a Maintenance Fitter/Service Technician automatically qualifies an employee.

The General Field Operators will be included in the general guarantee and henceforth effective June 4, 1995, the Company guarantees that the level of General Fitters/General Field Operators will be maintained at no less than one hundred and fifty (150) in Distribution and the level of General Service Technicians/General Field Operators will be maintained at no less than seventy (70) in Field Service.

QUALIFYING PERIOD FOR GENERAL FIELD OPERATOR

Distribution

General Fitter: 180 days with an optional 90 day extension based on evaluations if needed.

Maintenance Fitter: First must qualify as a General Fitter in Distribution, 180 days. Once qualified as a General Fitter, employee would have 180 days with an optional 90 day extension based on evaluations if needed to qualify as a General Fitter in Field Service.

Field Service

General Service Technician: 180 days with an optional 90 day extension based on evaluations if needed.

Service Technician: First must qualify as a General Service Technician in Field Service, 180 days. Once qualified as a General Service Technician, employee would have 180 days with an optional 90 day extension based on evaluations if needed to qualify as a General Field Operator in Distribution.

NOTE: A Maintenance Fitter or a Service Technician who fails to qualify for General in their own area would not be eligible for advancement to General Field Operator.

The 90 day extension for qualifying as a General Field Operator must be mutually agreed upon by the Company and the Union.

JOB TITLE: Field Operator

The Distribution/Field Service, Field Operator classification requires that an employee shall qualify and satisfactorily perform the duties of a Field Operator Apprentice and shall be able to perform and/or lead up to two (2) employees in the following duties:

LISTED DUTIES:

- Service renewals, repairs, relocation's, and reconnects up to and including 1-1/2" pipe on mains up to and including 12" pipe with pressure no greater than 60 PSIG or prospected leaks or on leaks in conjunction with prospected leaks, including setting meters and re-lighting all residential appliances and equipment.
- New service installations up to 1-1/8" plastic on mains up to and including 12" pipe, with pressure no greater than 60 PSIG.
- Turning on and off, setting and removing all meters except setting elevated pressure meters; and shall demonstrate a thorough knowledge of established Company standards and policies.

PREREQUISITE: Performing all duties prescribed for the Distribution/Field Service, Field Operator Apprentice classification.

JOB TITLE: Field Operator Apprentice

The Distribution/Field Service, Field Operator Apprentice classification requires that an employee shall be able to perform the duties described below for the first three (3) years of employment as required.

LISTED DUTIES: The employee shall perform some or all of the following duties under the direction of an employee of a higher classification.

- Performing all fittings and mechanical work, including the fusing of plastic piping and fittings;
- Maintaining and making minor repairs and adjustment to all types of Distribution Department construction or maintenance equipment;
- Performing work related to assembling and constructing vaults, and paving and resurfacing operations.
- Making detector tests and performing all other work incidental to prospecting and leak surveys, including locating and repairs.
- Fabricating, assembling, installing and repairing pipe bends, meter manifolds, valve and regulator;

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- Setting meters and re-lighting all residential appliances and equipment in the course of the work on the premises and restoring gas service in the course of his or her work on service repairs, renewals, relocation's and reconnects;
- Installing gas main stoppers and bags, maintaining gates, governors, and factory regulators.

Distribution/Field Service, Field Operator Apprentice with two (2) years Distribution Field seniority shall be able to perform and/or lead up to two (2) employees in the following six (6) specified duties:

All work under the Maintenance Fitter/Field Operator Apprentice cannot be associated with a contractor unless under the direction of a General Fitter/General Field Operator, who is not the contract inspector.

1. Fabrication, assembly, and installation of new and replacement meter manifold installations with regulators up to 2".
 - a) Handling of all leak complaints and repairs on meter manifolds and regulator installations of all sizes.
2. Making main repairs on main up to and including 12" pipe or prospected leaks or on leaks in conjunction with prospected leaks with pressure no greater than 60 PSIG.
 - a) Excluding the following types of repairs; encapsulations, use of taps, bags, stoppers, or pinch off equipment for repairs, removal or installation of main.
3. Anode and test wire installation and coating faults on all size mains and service, and repair of corrosion faults associated with valves and regulators.
4. Cut and cap services up to and including 1-1/2" pipe on mains up to and including 12" pipe, with pressure no greater than 60 PSIG.
5. Receive radio dispatched calls excluding specials, rushes, and customer complaints of odors of gas.
6. Annual inspections on district regulator assembly; excluding dead end systems.

A Maintenance Fitter/Field Operator Apprentice with less than two (2) years Distribution field seniority shall be able to perform and/or lead one (1) other employee in performing the following specified duties:

- Driving and operating all Distribution Vehicles;
- Grading and Seeding.
- For the purpose of annual surveying and inspecting meter manifolds and exposed service piping (only);
- A Maintenance Fitter Apprentice with less than two (2) years shall be able to lead up to six (6) employees;
- Making detector tests and performing all other work incidental to prospecting and leak surveys;
- Salvage work;
- Excavating, bracing and backfilling;
- Hauling dirt, picking up and delivering plates, paving forms, flashers and barricades;
- Exterior maintenance of factory and system valves and regulators, including greasing;
- Using pipe locating equipment, including staking gas facilities for other construction activities;
- Pumping drips and line separators on schedules and complaint calls;
- Maintaining and completing all forms, records, reports and sketches involved with this portion of this classification;
- Performing duties in all station operation work, including installing, maintaining, repairing and operating gas distribution stations and industrial meter installations;
- Removing meters at the time of a cut and cap at demolition sites.
- Changing meters and re-light all residential appliances and equipment for up to and including six (6) customers in one residential building in the course of work on said premises and restore gas service in the course of his or her work on service repairs, renewals, relocations and reconnects regardless of length of time service is idle. However, any commercial gas service line cut and capped and out of service for a period exceeding six months will be referred to Field Service Operations for the purpose of re-lighting all appliances;

CLASSIFICATIONS

- Perform annual inspection on all distribution system valves;
- Cutting, threading and connecting piping and tubing incidental to the repair, installation or relocation of all appliances and meters;
- Altering meter manifolds; starting and re-lighting all residential and commercial appliances having hourly inputs of less than 400,000 BTU, including space heating; adjusting, converting and repairing all residential and commercial appliances having hourly inputs of less than 400,000 BTU, except air conditioning; install parts when necessary, changing, turning off, setting and removing all meters except industrial, including space heating meters;
- Reading all meters; installation and repair of all Hex and any future AMR system; changing dial glass or indexes where necessary on the job site and no soldering required; executing all leak orders; taking gas pressures to locate cause of no gas or poor supply; clearing services of stop-pages; installation, changing, repairing and adjusting service regulators; and
- Shall demonstrate a thorough knowledge of the rules and procedures of the Field Operations.

PREREQUISITE: The employee must complete the prescribed course of instruction and pass a subsequent examination of the duties within this classification. The employee must, when required, pass an examination and obtain any required licenses. Performance of the duties assigned under this classification for a total of three hundred sixty-five (365) days automatically qualifies an employee.

An employee who has qualified as a Field Operator Apprentice and, thereafter, has performed the duties of such classification for thirty-six (36) months, (including the three hundred sixty-five (365) days qualification period) and has been rated as qualified at the semi-annual rating next preceding the expiration date of such thirty-six (36) months period, shall have the opportunity for advanced assignment to the Field Operator classification. When an employee has been rated as not qualified at such semi-annual rating preceding such expiration date, he or she will have the opportunity for advanced assignment to the Field Operator classification at the expiration of the next semi-annual period at which the employee has been rated as qualified.

A standard for rotation between assignments for the purpose of training and skill maintenance will be established. Employees will not be moved between assignments during their first year (six (6) months in Distribution and six (6) months of Field Service) of employment while qualifying as a Field Operator Apprentice.

New Hires/Non Distribution/Field Service Transferees

Field Operator Apprentice

Effective June 10, 1994, for all new hires and January 1, 1995, for all non Distribution and Field Service transferees into Distribution or Field Service will be classified as Field Operator Apprentice.

These employees will be required to perform duties of both Maintenance Fitter Apprentice and Service Technician Apprentice for the first three (3) years of employment as required.

Progression To: Field Operator

Proposed Duties:

After three (3) years, these employees will be eligible for an upgrade to Field Operator and will be required to perform the duties of both a Maintenance Fitter and Service Technician as required.

Note: All new hires will have to qualify on the Field Service pre-employment test; and, qualify both as Maintenance Fitter Apprentice and Service Technician Apprentice.

A standard for rotation between assignments for the purpose of training and skill maintenance will be established. Employees will not be moved between assignments during their first year of employment while qualifying as a Maintenance Fitter Apprentice and a Service Technician Apprentice.

The employee will accrue Distribution or Field Service seniority based on his/her original assignment unless the employee has otherwise elected to post to a new position pursuant to the contract provisions.

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General Field Operator*

General Field Operator shall be required to perform the duties of both a General Fitter and General Service Technician. These employees will also be required to train new employees as assigned.

These employees will be required to pass all tests (pre and post), obtain a proper CDL license and qualify as required as follows:

- General Fitter must qualify as a General Service Technician.
- General Service Technician must qualify as a General Fitter.
- Maintenance Fitter must qualify as both a General Fitter and General Service Technician.
- Service Technician must qualify as both a General Service Technician and a General Fitter.

This new classification will be open to all Distribution and Field Service employees with at least five (5) years field seniority in either Distribution or Field Service.

These employees will be selected based on department seniority as follows:

1. Incumbent General Fitters/Technicians
2. Incumbent Maintenance Fitters/Service Technicians with at least five (5) years field seniority in their respective department (Field Service or Distribution).
3. Incumbent Maintenance Fitters/Service Technicians with a combination of five (5) years field seniority in Field Service and Distribution.

A standard rotation between Distribution and Field Service for the purpose of training and skill maintenance will be established.

The new General Field Operator would be included in the General Guarantee. Once eligible for advance assignment and an opening is available, incumbents hired prior to June 10, 1994, would be allowed to choose to be a General Fitter/Technician or a General Field Operator. Those employees hired after June 10, 1994, would be required to take their advance assignment as a General Field Operator.

*General Field Operator Classification Effective June 4, 1995

Incumbent Distribution And Field Service Employees On Loan***Distribution Employee Loaned to Field Service Current Duties:**

Turn Meters On and Off
 Remove, Set and Change Meters
 Read Meters
 Meter Investigate
 Reight Appliances
 Hexagram Repairs & Installation
 Leak Complaints
 No Gas Complaint
 Regulator Vent Repairs
 Install Insulated Unions
 12:00 - 8:00 Helper

Field Service Employee Loaned to Distribution Current Duties:

ALLEN ROAD – Works as third person on crew. Works on main renewal crews.

COOLIDGE – Works as second person on crew when other crews are involved.

MICHIGAN AVENUE – Miss Dig, Grade and Seed, Main Renewals. Works as second person on crew if prior distribution experience.

LYNCH – Works as second person on crew when other crews are involved.

Note:**Overtime:**

Will be requested to work overtime during peak workload periods after approved by supervisor. Loaned Distribution employees will be allowed to work overtime provided all scheduled employees at their station are canvassed to work overtime.

N.S. Days

Will be called in on N.S. days to do work trained for after approved by supervisors. Loaned Distribution employees will be called in on N.S. days only after all other service employees have been canvassed to work.

*Distribution and Field Service members hired prior to June 10, 1994.

CLASSIFICATIONS

Clarification Of The Issues The Company And The Union Agreed Upon In Regards To The New Hires/Non Distribution/Field Service Transferees Agreement

In the future, any employee upgraded to General Field Operator would have a pay rate of fifty-five cents (.55¢) above the current General Fitter/Technician rate.

In the future when the need arises to fill a General Fitter/Technician/Field Operator positions, incumbent General Fitters/Technicians will be given the opportunity to upgrade to General Field Operator prior to the position being filled by advance assignment. However, only one (1) upgrade will be allowed per position prior to the position being filled by advanced assignment.

The General Field Operators will be included in the general guarantee and henceforth effective June 4, 1995, the Company guarantees that the level of General Fitters/General Field Operators will be maintained at no less than one hundred and fifty (150) in Distribution and the level of General Service Technicians/General Field Operators will be maintained at no less than seventy (70) in Field Service.

Vacation And Lateral Move Selections

For the purpose of selecting vacations and lateral moves, the classifications in Distribution and Field Service will be combined as follows:

Distribution:

1. General Fitters and General Field Operators
2. Maintenance Fitters / Field Operator Apprentices and Maintenance Fitters / Field Operators

Field Service:

1. General Service Technicians and General Field Operators
2. Service Technician / Field Operator Apprentices and Service Technicians / Field Operators

Placement On Overtime Lists For Cross-Trained Employees And Incumbent Loaned Employees

Distribution to Field Service:

An employee going from Distribution to Field Service would go on the Field Service overtime list and be given one (1) turn more than the highest person on the list. The employee would then move up and down the list accordingly while they are in Field Service.

No effort will be made to create special loads for overtime in regards to incumbent Distribution employee with less than two (2) years prior Field Service experience who can only perform limited types of work. However, if a load exist with the limited types of work the incumbent Distribution employee can perform, they would be asked to work overtime in accordance with their placement on the overtime list.

Once the employee returns to Distribution, they would have the average number of hours worked at their location while they were gone added to the number of hours they had when they left and be placed on the overtime list accordingly.

Field Service to Distribution:

An employee going from Field Service to Distribution would go on the Distribution overtime list and be given one (1) hour more than the highest person on the list. The employee would then move up and down the list accordingly while they are in Distribution.

Once the employee returns to Field Service, they would have the average number of turns worked at their location while they were gone added to the number of turns they had when they left and be placed on the overtime list accordingly.

Shift Work Requirements For Cross-Trained Employees Assigned And Incumbent Employees Loaned Between Distribution And Field Service

When a cross-trained employee is assigned or an incumbent employee* is loaned and the duration of the assignment or loan is expected to be twenty-eight (28) days or longer, the employee would be scheduled to work shift work in the area they have been assigned or loaned to.

CLASSIFICATIONS

If while the employee is assigned or loaned and their turn for shift work comes up in the area they are from, they would be credited with the turn and would not be expected to make it up upon their return.

Selection Of Cross-Trained Employees When There Is A Need To Move Them Between Distribution And Field Service

A list, by seniority and classification, of all cross-trained employees will be maintained at each location.

A rotation, by turns, starting with the highest seniority employee will be used when there is a need to move employees between Distribution and Field Service, when the need does not require that all cross-trained employees at a particular location be moved.

Qualifying Period For Non Distribution/Field Service

Transferees Into Distribution/Field Service

A Local #80 member who transfers into Distribution/Field Service pursuant to the Collective Bargaining Agreement shall have a one hundred and eighty (180) calendar day qualifying period, (ninety (90) calendar days in Field Service and ninety (90) calendar days in Distribution). In the event the employee fails to meet the requirements for the classification during the one hundred and eighty (180) day qualifying period, the Company shall have the right to terminate his/her assignment and return the employee to the classification and department from which the employee was transferred. A Local #80 member who is transferred into Field Service/Distribution pursuant to the Collective Bargaining Agreement also shall have the right to terminate such assignment during the first ninety (90) days of the qualifying period, (forty-five (45) days in Field Service and forty-five (45) days in Distribution) and will be returned to their former classification and department.

Nonunion employees and non Local #80 bargaining unit members who transfer into Local #80 Distribution/Field Service will be treated the same as new hires.

**Article XVII, Paragraph (1), As It Applies To New Hires
In Distribution And Field Service Effective January 1, 1995**

- (1) **New Employees** – With respect to new employees, the first three hundred and sixty-five (365) calendar days of employment shall be considered a probationary period during which time such employee shall not be placed on the seniority list. During the first one hundred and eighty (180) calendar days of employment, an employee may be discharged without recourse to the grievance procedure. During the entire probationary period of three hundred and sixty-five (365) calendar days, an employee can be discharged without recourse to the grievance procedure if the employee is not qualified for the position or has failed to demonstrate satisfactory job performance. After completion of the probationary period, such new employee's seniority shall start from the date of hiring, and his or her disciplinary record shall be considered to be without incident for that probationary period.

**New Employee Working As Third Person In Distribution and
A Second Person In Field Service**

A new employee in Distribution, once he/she reports to their station during the first year, will work thirty (30) days as a third person on a crew as determined by the Company. During the second year, he/she will work thirty (30) days as a third person on a crew as determined by the Company. They will also be scheduled for a minimum of one odd shift for the first six months as a third person the crew.

A new employee in Field Service during his/her three year qualifying period, shall work as a second person for thirty (30) days and an additional fifteen (15) days if needed. If there are no evaluations, an additional fifteen (15) days will be provided. They will also be scheduled for a minimum of one odd shift, excluding midnight's, as the second person on the crew.

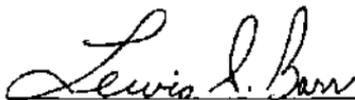
**LETTERS
OF
AGREEMENT**

Mr. Frank W. Carter, President
Gas Workers Local #80, S.E.I.U., AFL-CIO
2604 Fourth Street
Detroit, MI 48201

Gentlemen:

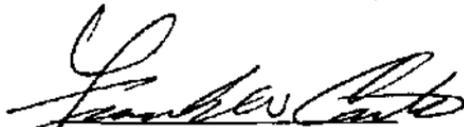
This will confirm the understanding reached between both parties that the following summaries of Letters of Agreement are hereby incorporated in their entirety, as part of this Collective Bargaining Agreement for the term of the contract.

Very truly yours,



LEWIS S. BARR, Director
Safety, Labor Relations & Absence

ACCEPTED ON BEHALF OF
GAS WORKERS LOCAL #80, S.E.I.U., AFL-CIO



FRANK W. CARTER
President

Date: December 3, 2000

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LETTER #1**Adjustment Assistance**

The purpose of this letter is to confirm that the parties have agreed to form an Adjustment Assistance Committee consisting of management and Union officers (in equal numbers). The Committee will be responsible for developing an Adjustment Assistance Program and recommending same to management for final approval by no later than September 1, 1998.

LETTER #2**Corporate IRA**

The purpose of this letter is to inform you that in order to ensure compliance with Internal Revenue Code provisions, effective April 1, 1998, the maximum total employee contribution (pre and post tax) to the MichCon Investment and Stock Ownership Plan will be capped at 17% of eligible compensation. In consideration for this reduction in contributions, the Company has agreed to offer employees a Corporate IRA investment option beginning April 1, 1998. Employees may invest post-tax contributions via payroll deductions up to \$2,000 per year in the Corporate IRA. There will be no front-end fees associated with the Corporate IRA and employees may take tax-free distributions on accumulated assets after age 59-1/2. Further, the Company agrees to offer a direct MCN Stock Purchase Program via payroll deduction to Local #80 employees, if such a program is offered to salaried employees.

LETTER #3**Drug Testing**

The parties recognize that the Company has the right under Article XIV (3) to discharge employees for illegal use of drugs, and to require a drug test if the employee (1) indicates he or she is under the influence of drugs and (2) has been involved in (a) an accident involving serious injury or actual damage in excess of \$2,500.00 or (b) a complaint by any customer involving an employee's drug related behavior. If the employee under the above instances either refuses the drug test or tests positive, he or she will be discharged. In all other instances, if supervision decides for cause to have an employee tested for drugs and the employee tests positive, with this being the first instance of a positive test for this employee, the employee will be given the option of resigning or be placed

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in the "ReachOut Program." If the employee elects the "ReachOut Program," then (1) the employee will receive an 80-hour disciplinary layoff and (2) sign an agreement that if anytime during the four years following the signing of the Agreement, he or she tests positive for drugs (1) under the required ReachOut program testing procedures (up to four periodic drug tests within the year following the date the employee returns to work); or (2) through testing for cause, the employee will be terminated, without resort to the grievance procedure except to determine if the test was positive or in case of testing for cause, there was cause for the test.

If an employee tests positive under the Company's D.O.T. Drug Program and has completed treatment and tests positive for drugs before returning to work, said employee will have the option of being off on voluntary absence for the appropriate amount of time to ensure that he/she is drug free upon returning to work without moving to the next step of the program.

If said employee elects to stay on sick leave after testing positive, he/she will advance to the next step of the program and receive the appropriate discipline and then be allowed to continue on with their sick leave for the appropriate amount of time to ensure that he/she is drug free upon returning to work.

If said employee is at his third occurrence, this option will not be offered and the program provision shall apply.

Additionally, it was agreed between the parties during the 1997-2000 contract negotiations that effective December 7, 1997, the number of drug rehabilitation treatments (positive tests) under the Random Drug Testing Policy will be reduced from three (3) to two (2). Additionally, it is agreed and understood that employees participating in the Drug Rehabilitation Program as of December 7, 1997, who have been administered the second (2nd) occurrence under the October 1, 1992 Drug Program will be governed by said program throughout the four (4) year period specified in paragraph five (5) of the Consent Letter. However, any employee(s) who tests positive for drugs for the first time beginning December 7, 1997, or any employee(s) who have been administered the first (1st) occurrence under the October 1992 program or any employee(s) who have successfully completed the four (4) year period specified in paragraph five (5) of the Consent Letter, shall henceforth be subject to the said policy as modified and made effective December 7, 1997. It was further agreed and understood that the Company will provide two (2) hours of drug and alcohol training

as required by law for all coordinators and designated Union officers by no later than February 28, 1998, and in the future as needed. If an employee successfully completes the ReachOut Program and has not tested positive for the four-year period set forth in the agreement he or she has signed, then if such employee again tests positive under a For Cause Drug Test, the event will be considered as a "first instance" as set forth above.

LETTER #4
Employee Assistance

The purpose of this letter is to confirm the understanding reached between the parties during the 1997 contract negotiations in regards to an Employee ReachOut/Drug Rehabilitation Program. The parties agreed to the following:

1. The Company remains committed to the success of the Employee ReachOut Program.
2. A Union representative will be assigned to work with the EAPA (Employee Assistance Program Administrator) in selecting drug rehabilitation and ReachOut vendor(s), providing input on program changes and to monitor program on an ongoing basis.
3. EAP vendor(s) selected will be expected to conduct personal presentations at all stations at least once a year.
4. By June, 1998, the Company will begin to conduct Drug Awareness / ReachOut training for all supervisors and Union representatives.
5. To designate a Union EAP representative at each location to help with communications and support the EAP Program with co-workers.

The Company will demonstrate its visible support for the EAP Program through Company communications.

LETTER #5

Employment Opportunities For Local #80 Members

If, during the period between December 7, 1997 and December 3, 2002, the situation arises in which a MichCon subsidiary or affiliate has open positions, MichCon will assist active Local #80 members employed by the Company, as well as former Local #80 members who have left the Company, to apply for the positions if such individuals request assistance in writing to MichCon's Human Resources Department. All criteria for hiring will be set by the hiring organization. Active or former Local #80 members who are selected for employment and who accept an employment opportunity with said MichCon subsidiary or affiliate will be considered as a new employee of the hiring organization and will be required to serve a probationary period prescribed by the hiring organization, if any. All matters relating to wages, benefits and conditions of employment will be determined by the policies of the hiring organization. Employment decisions by the hiring organization as to which or former Local #80 members it may select to fill an open vacancy will be final and binding.

LETTER #6

Follow-Up Care For Serious Illness (Life Threatening) Involving Hospitalization

The Accident & Sickness Program has a one day elimination period after 40 hours of sick time at 100%. This presents special problems for how to handle follow-up care for a serious illness after hospitalization. This concern will be handled in the following manner:

- An employee must have been hospitalized for a serious, life threatening illness to qualify for the elimination period being waived and have a need for the follow-up treatment outlined below.
- Prior to releasing the employee to return to work, the employee's doctor must identify the need for follow-up treatment (including any subsequent recovery time); i.e., chemotherapy treatments.
- Employee's doctor (working with Hartford) would establish a schedule for follow-up treatment. Hartford would communicate the schedule to the Medical Department.
- Follow-up schedules could not exceed four months.

- Medical would communicate the schedule to the employee's supervisor. The supervisor would enter a special auxiliary code that would allow sick pay without the elimination day during this three month period follow-up.

Example Of Follow-Up Treatment For Serious Illnesses Following Hospitalization

Cancer

An employee is diagnosed with Cancer on August 3rd and needs surgery to remove a malignant tumor. He/she is off for ten (10) weeks to recover from the surgery. The employee is able to return to work but needs to go for chemotherapy every other week for eight (8) weeks. The employee has the chemotherapy on Tuesday A.M. and is not able to return to work until Wednesday because of the side effects from the treatment. Working with Hartford, the employee's doctor would establish a follow-up treatment schedule.

Under the new Accident & Sickness Program, the employee's time reporting would be as follows:

August 3rd thru August 7th 100% pay assuming first illness of year.

August 10th to October 9th Family Medical Leave - Sick/Self - 80% pay for the first 240 hours then 90%.

October 20th p.m. and 21st Special follow-up code - 90% pay.

November 3rd p.m. and 4th Special follow-up code - 90% pay.

November 17th p.m. and 18th Special follow-up code - 90% pay.

December 1st p.m. and 2nd Special follow-up code - 90% pay.

*Scenario assumes the employee has sick time in his/her bank.

LETTER #7

Initial Assignment

The parties have agreed that new hires and employees transferring into Field classifications within the Field Service and/or Distribution Departments must remain at the location of their initial assignment for a one year period. This provision only limits movements between Field positions within an employee's own department.

Additionally, it is agreed and understood that after the employee has been at the location of his/her initial assignment for one year, it may be necessary to transfer the employee to another location for the purpose of balancing the work force. If said transfer does not occur, the employee's lateral transfer requests will be honored in accordance with the provisions of the Collective Bargaining Agreement.

LETTER #8

Job Security Agreement

In light of the current competitive concerns in the natural gas industry, and the need to respond to changing customer expectations, as well as Local #80's concern regarding job security for its members, Michigan Consolidated Gas Company ("the Company") and Union Local #80, SEIU ("Local #80"), in consideration of the mutual promises below, agree as follows:

1. The Company agrees to grant Local #80 a five year guarantee of employment at the Company, subject to the terms and conditions in Paragraphs 1a-e, below:
 - a. This guarantee of employment applies only to Local #80 Detroit District members (excluding those employed in the Meter Reading Department who are covered by paragraph 3 below and the Letter of Agreement executed April 17, 1997) who have attained five years of seniority as of the effective date of the current Collective Bargaining Agreement, or, effective January 1, 1999, who have attained four years of seniority as of the effective date of the current Collective Bargaining Agreement, and who continue to remain members of Local #80.
 - b. Pursuant to this guarantee of employment, if an eligible employee's position is eliminated for reasons other than those set forth below in paragraph 2 or paragraph 3, he/she will be offered reassignment, based on the Company's determination of its needs, to another position at any location within the Company covered by a Collective Bargaining Agreement and paid the classified rate for that position. An employee who declines reassignment, or fails to qualify for such position, will be subject to layoff with recall rights as specified in the Collective Bargaining Agreement.
 - c. If the Company's annual weather normalized Return on Equity ("ROE"), beginning fiscal year 1999 (as reported by Financial Services by the end

of February of the following year) is below 11% for any fiscal year covered by this five year guarantee, beginning in the year 2000, will not be binding for the fiscal year in which the prior year's weather normalized ROE was reported.

- d. The Company's determination of "weather normalized ROE," as referenced in paragraph (c), is final and binding and is not subject to challenge. A copy of the MCN audited report with a ROE below 11% for any fiscal year covered by the guarantee will be provided to Local #80.
 - e. This five year guarantee of employment is effective December 7, 1997, and will expire by its terms on December 3, 2002, at Midnight.
2. If the State Legislature, Public Service Commission, courts or any governmental body having authority to do so takes or initiates any action of any kind that results in the loss of or the limitation of customers or job functions performed under Collective Bargaining Agreements, the affected employee will have a guarantee of employment for one (1) year from the date on which the individual is notified of the effective date of the cessation of his/her employment, provided this one (1) year period does not exceed the term of this Agreement. Pursuant to this guarantee, if an eligible employee's position is eliminated, he/she will be offered reassignment, based on the Company's determination of its needs, to another position at any location within the Company covered by a Collective Bargaining Agreement and paid the classified rate for that position. An employee who declines reassignment, or fails to qualify for such position, will be subject to layoff with recall rights as defined in the Collective Bargaining Agreement. The Company will determine the number of employees affected. This one year guarantee of employment is effective December 7, 1997, and will expire by its terms on December 3, 2002, at Midnight.
 3. If the agreement between Detroit Edison and the Company to jointly read meters is canceled, the affected employees will have a guarantee of employment for one (1) year from the date on which the Detroit Edison meter reading functions are no longer being performed by the Company, provided this one (1) year period does not exceed the term of this Agreement. Pursuant to this guarantee, if an eligible employee's position is eliminated, he/she will be offered reassignment, based on the Company's determination of its needs, to another position at any location within the Company covered by a Collective Bargaining Agreement and paid the classified rate for that position. An employee who declines reassignment, or fails to qualify for such position,

LETTERS OF AGREEMENT

- will be subject to layoff with recall rights as defined in the Collective Bargaining Agreement. The Company will determine the number of employees affected. This one year guarantee of employment is effective December 7, 1997, and will expire by its terms on December 3, 2002, at Midnight.
4. The guarantees in paragraphs 1, 2, and 3 in no way limits the Company's right to terminate a Local #80 member for disciplinary reasons, for poor performance, or for any other reason provided for under the Collective Bargaining Agreement, or as provided in any other agreements between the Company and Local #80.
 5. The guarantees in paragraphs 1, 2, and 3 do not affect the Company's rights under Article V of the Collective Bargaining Agreement with respect to Occupational and Non-Occupational Disabilities.
 6. If an entire operation of the Company which provides products or services for which prices are currently established by the Michigan Public Service Commission, and whose employees are represented by Local #80, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding by a third party, the Company shall notify such third party of the Collective Bargaining Agreement between Local #80 and the Company and shall provide a copy of the Collective Bargaining Agreement to the third party, no less than thirty (30) days prior to the effective date of such transaction. Such notice shall be in writing, with a copy to Local #80. This paragraph becomes effective December 7, 1997, and will expire on December 3, 2002, at midnight.
 7. The Company and Local #80 mutually agree that neither party will make disparaging remarks about the other in the event Local #80 seeks to organize employees of any MichCon subsidiary or affiliate not presently represented by a union in collective any organizing drives. This paragraph become effective December 7, 1997, and will expire by its terms on December 3, 2002, at Midnight.

ILLUSTRATIVE EXAMPLES

Examples Under Paragraph 4:

A few examples of agreements between the Company and Local #80 include, but are not limited to, the Company Employment Standards, the Company's Anti-Drug and Alcohol Misuse Programs and the Unauthorized Voluntary Policy.

LETTER #9

Job Openings 120 Days After Original Posting

The purpose of this letter is to confirm the understanding reached between the parties that job openings which Management is still trying to fill 120 calendar days after the date of the original posting, will be re-posted.

LETTER #10

Light Duty Work For Employees With Medical Restrictions Due To Pregnancy

MichCon and Local #80 recognize that under federal law, pregnancy is generally not considered to be a disability subject to protection under the Americans With Disabilities Act.

However, those situations in which a pregnant employee provides the Company with medical restrictions demonstrating that she cannot perform the essential functions of her job, the Company will review the situation on a case-by-case basis and make reasonable efforts to identify temporary work within the bargaining unit for which the employee has the requisite knowledge, skills and abilities, and which is within the employee's restrictions.

This agreement is not a guarantee of temporary work for employees with medical restrictions due to pregnancy. The need to accommodate those individuals with disabilities protected under the Americans With Disabilities Act remains the Company's first priority in situations regarding individuals with restrictions.

LETTER #11

Occupational Placement Program

Members of Local #80 who are permanently transferred to positions outside the bargaining unit under the Company's Occupational Placement Program (Code 30) shall have no rights under the Local #80 Collective Bargaining Agreement except as expressly set forth hereunder.

1. Under Article IX (5), they will accumulate departmental and Company seniority for two (2) years after the transfer.

LETTERS OF AGREEMENT

2. During this two (2) year period, they will be permitted to bid on any posted bargaining unit position, except clerk/dispatcher. If their departmental seniority is the highest of any of the qualified bidders, they will be granted the position if, in the sole discretion of management, they have the knowledge, training, ability, skill and efficiency to immediately perform the work of the position and are physically qualified to perform all the duties of the position.
3. In the event said employee is discharged after his/her assignment under the Occupational Placement Program (Code 30), the employee's exclusive remedy shall be to exercise his or her rights under the appropriate statute. In the event it is determined that the employee has been wrongfully discharged, the employee shall be entitled to his/her differential benefits in accordance with Article V, Part IV (3) of the Collective Bargaining Agreement.
4. The Company may cancel this agreement upon 30 days written notice to the Union.

LETTER #12

Reduction Of Local #80 Union Departmental Representatives

The Union agrees that if Local #80 experiences a reduction in size of its active membership, the Union will in turn reduce the number of departmental representatives during the next Union election as stated in Article II (8).

LETTER #13

Substance Abuse Advisory Committee

Following the execution of the contract, an advisory committee will meet from time to time as mutually agreed upon to discuss problems relating to substance abuse. The advisory committee will consist of up to three Company and Union members respectively.

It is understood that the purpose of this committee is not to negotiate changes to the CBA or affect the Company's rights under Article I (3).

LETTER #14**Distribution General Dispatcher Replacement
for Illness/Emergency Situations**

On shifts where one General Distribution Dispatcher is scheduled and the General Dispatcher leaves due to illness or emergency and it is two hours or less prior to the start of the next shift, relief may be obtained from the available qualified Field Service Dispatcher(s) on the shift the incident occurs. If the scheduled General Distribution Dispatcher fails to report and/or the scheduled General Distribution Dispatcher leaves due to illness or emergency and more than two hours of his or her shift remains, then a qualified General Distribution Dispatcher will be selected and called as indicated under the overtime procedure.

LETTER #15**Field Service Dispatcher Replacement
For Illness/Emergency Situations**

On shifts where one Field Service Dispatcher is scheduled and the Dispatcher leaves due to illness or emergency and it is two hours or less prior to the start of the next shift, relief may be obtained from the available qualified Distribution Dispatcher(s) on the shift the incident occurs. If the scheduled Field Service Dispatcher fails to report and/or the scheduled Field Service Dispatcher leaves due to illness or emergency and more than two hours of his or her shift remains, then a qualified Field Service Dispatcher will be selected and called as indicated under the Field Service Dispatcher NS/Overtime write up.

LETTER #16**Filling Vacancies Prior to Posting**

Any incumbent Distribution General Clerk Dispatcher Operations employee will be given the opportunity to fill any opening on the Distribution Dispatch Board prior to posting said vacancy in accordance with the contract.

LETTER #17

Guarantee of Distribution General Clerk Dispatcher Operations in Non-Scheduled Situations

In the event no midnight General Clerk Dispatcher Operations is scheduled and, one or more afternoon Distribution crews are held over, the Company will have a Distribution General Clerk Dispatcher Operations working, provided Distribution supervision determines that there is a need.

LETTER #18

Guarantee of Field Service General Clerk/Dispatcher Operations

Field Service Operations agrees that of the employees assigned to the Field Service Dispatcher Section, they will maintain three General Clerk-Dispatcher Operations.

LETTER #19

Field Clerical Positions

In Distribution Operations, when a vacancy for a Union Field Station Clerk Dispatcher occurs, all incumbent General Clerk Dispatchers will be given the opportunity to fill the vacancy prior to the vacancy being filled by a Clerk Dispatcher at the General Clerk Dispatcher then current rate of pay. At least one General Clerk Dispatcher will be assigned to work all shifts.

LETTER #20

Assignment of Field General Clerk Dispatchers and Dispatch Board General Dispatchers/Filling Field Clerk Dispatcher Vacancies

The assignment in Field Service Operations of "Field" General Clerk/Dispatchers to the field station will be minimized by the use of trained Field Service employees, wherever possible.

When a vacancy occurs in a "Field" Clerk/Dispatcher position, other "Field" Clerk/Dispatchers will have an opportunity to fill the vacancy prior to the vacancy being offered to the "Dispatch" Clerk/Dispatchers and vice versa.

In the event of a lateral move by a "Field" Clerk/Dispatcher, the opening will be offered to "Dispatch" Clerk/Dispatchers before it is posted for Field Service employees and vice versa.

LETTER #21**Welder Classification Agreement**

The purpose of this letter is to confirm the understanding reached between the parties during the 1997 contract negotiations in regards to the welder classification.

The parties agree to the following:

1. The Company will immediately place the two incumbent employees currently doing welding work into this classification at the general fitter rate of pay.
2. By March 30, 1998, to have the two (2) incumbent welders fully trained.
3. The third welding position will be filled six (6) months after the signing of the contract. The third welder, if hired from outside the Company, will be paid the welder/general fitter rate of pay as of the first day of employment.
4. A separate overtime list will be established for the welders, however, after the overtime list has been exhausted in Distribution and all employees have been asked to work (includes weekdays, weekends, holidays) and a need for an additional employee(s) is required, qualified welders will be asked to work.
5. The welder classification will be classified as a skilled trade under Article XII and Article XI.
6. When welding work is not available, the employee shall be required to perform the duties listed in the general fitter classification. In the event of lack of work, the employee/employees will be assigned by the lowest Distribution Department seniority to perform those duties.
7. Incumbent welders may exercise their rights under the Collective Bargaining Agreement to return to their former classification within 90 days of February 9, 1998.
8. Carharts, if damaged beyond repair, will be replaced. However, no more than one (1) replacement will be allowed during the contract.
9. Unless specified otherwise hereinabove, the terms and conditions set forth in the Collective Bargaining Agreement, which includes but is not limited to, safety shoes, scheduling of Saturdays, etc., shall remain in effect.

LETTER #22

EXPEDITED ARBITRATION PROCESS

To facilitate the arbitration process provided for under Article 1 (4) of the contract, the parties agree as follows:

- (1) The grievance must be filed within five (5) calendar days of the conclusion of the negotiating period. If no grievance is filed within this time limit, the matter shall be closed and the modification or new rule or regulation shall become effective.
- (2) The following arbitrators have been approved by the Employer and the Union to hear disputes under this Article I, Section 4

#1 _____ #4 _____

#2 _____ #5 _____

#3 _____ #6 _____

From this approved list, the arbitrator shall be selected by lot (draw). In the event the selected arbitrator cannot agree to hear and decide the matter in accordance with the provisions set forth below, the arbitrators shall be contacted in numerical order until an arbitrator is selected, e.g., if arbitrator #4 is selected, the arbitrators shall be contacted in this order: #4, #5, #6, #1, #2, #3, etc.

The arbitration hearing must be concluded within thirty (30) calendar days of the conclusion of the thirty (30) day negotiation period and the arbitrator must render his or her decision within thirty (30) calendar days thereafter.

Transcripts of the hearing will not be permitted although the parties will be permitted to record the proceedings.

The parties may file briefs but briefs must be filed within seven (7) calendar days of the close of the hearing.

LETTER #23

WORK/LIFE PROGRAMS

This letter is to advise you that the following work life programs will be discontinued on March 31, 2001:

- PC Loan Interest Free Loan Program
- Exercise Equipment Interest Free Loan Program
- Health Club Reimbursement
- Appliance Rebate

The following programs will be reviewed and possibly redesigned. The Union is invited to be part of the review process and offer design input.

- Educational Assistance
- Service Awards

In addition, the Company will preserve funding for the Recreation Clubs through the term of this contract. As the criteria and mechanism for funding is reviewed, the Union is invited to be part of this process.

In consideration of these changes, Local #80 employees will receive an extra \$50 in Flex Credits at Open Enrollment for the plan years 2003 and 2004. This credit can be used to buy benefits on a pre-tax basis, placed in a Tax Saver Account on a pre-tax basis or received as taxable dollars in their checks biweekly.

LETTER #24

Tax Saver Accounts

The Company agrees to return all dollars to be forfeited (by Plan participants) at the end of the calendar year to all Plan participants enrolled in the separate tax accounts (Medical Spending and Dependent Care) in the second year. The amount to be forfeited will be equally distributed among the second year's participants.

LETTER #25

Pension Audit Letter

As the result of an internal audit of the administrative procedures of the Michigan Consolidated Gas Company Retirement Plan for Employees Covered by Collective Bargaining Agreements (the "Plan"), the Company has been advised to make several changes to the Plan, effective January 1, 2001, to either memorialize operational procedures or to streamline Plan administration.

The accrual of benefits of Plan participants will not be decreased by these changes. The changes are as follows: (1) The calculation of interest on Plan payments; (2) The removal of non-applicable language in the Plan Appendix regarding the calculation of Total and Permanent Disability ("TPD") benefits; (3) The removal of non-applicable language involving the use of Social Security percentage increases as a cap on COLA adjustments; (4) Documentation in the Plan that survivors of active employees are eligible for COLA increases (provided that the Plan participant would be otherwise eligible); (5) Documentation in the Plan that TPD recipients are eligible for COLA increases (provided that the Plan participant would be otherwise eligible); (6) Documentation in the Plan that Special Disability payments do not qualify for COLA increases; and (7) Documentation in the Plan of current operational procedures involving the discontinuance of the 30 & Out Supplement.

Further, the adjustments to certain retiree's annual COLA increases that occurred in September, 2000 were required to be made because the Plan had paid out more COLA benefits to these individuals than they were entitled to under the Plan. This was a Plan compliance matter requiring immediate corrective action, and in no way did this corrective action decrease the accrued benefit of any affected Plan participant.

LETTER #26

Working on Live Gas Letter

The Company acknowledges that Local #80 has a practice of working on live gas.

The Company acknowledges that the rights of the parties as they relate to the responsibility for working on live gas are preserved.

It is further agreed that Local #80 shall have the exclusive responsibility for working on situations involving the uncontrolled release of gas into the environment.

The Company also agrees that in the event it decides to perform work relating to the controlled release of gas, in a manner other than established practices, it will first meet with Local #80 to provide them with the opportunity to present alternative solutions to the Company prior to the Company implementing any such planned changes.

LETTER #27

Pension Letter

The parties have agreed to meet during June 2002, to determine if Local #80 is prepared to agree to a new reduced rate of 60% for new hires from the street, as well as transferees from the Meter Reading or Stock Departments into Field Service or Distribution Departments. This understanding will not otherwise operate as a contract re-opener at any time during the term of the current contract.

By way of illustration: Employees hiring into the Company or employees transferring with less than three years of service with the Company from the Meter Reading Department or the Technical Field Assistant classification will receive 60% of the Field Operator Apprentice rate of pay in accordance with the agreed upon progression between the Company and the Union dated June 2, 1999. Employees with three years or more who transfer from the above areas will receive the appropriate Field Operator Apprentice rate per the agreed upon progression schedule agreed upon by the parties on June 2, 1999.

If Local #80 agrees to this new reduced starting rate as provided herein, then in consideration thereof, the Company would agree to increase the retirement Thirty (30) and Out Supplement to \$2,200 effective January 1, 2003.

LETTER #28

Absence Monitoring Program

This letter is to confirm the agreement to return to monitoring absences under the former Absence Improvement Plan (AIP). The name of the program was changed during negotiations to the Absence Monitoring Program (AMP). The following write-up reflects the highlights of the program, including the two improvements to the plan to add an additional Step and to change an occurrence from 4 hours to 8 hours.

Absence Monitoring Program (AMP)

The AMP monitors non-FML absences that are taken for Sick-Self, Sick Family (unpaid), Elimination Sick (unpaid) and Elimination Vacation. Employee's absences are monitored on a rolling twelve (12) month period. Employees who have non-FML absences that exceed 41 hours will receive a counseling letter that places them in the program. Once an employee is placed in the program, they will be monitored on a calendar year from the last date of disability as follows (Leave Days will be counted once in the program).

- **Incur additional eight (8) hours non-FML – Counseling Letter – Step 2**
- **Incur additional eight (8) hours non-FML – Written Warning – Step 3**
- **Incur additional eight (8) hours non-FML – Termination Warning – Step 4**
- **Incur additional eight (8) hours non-FML – Termination**

Recognition Factor

Employees, who are placed in the program and have six (6) months with no non-FML absences (including non-FML, Leave Days) from the date of disability, will return to regular monitoring process. If the employee re-enters the program within 12 months, they must remain in the formal program for a full 12 months.

Clarification of Program Administration

- **If an employee's non-FML absences did not meet the AMP standards as of December 31, 2000, they will be returned to zero hours as of January 1, 2001, for AMP monitoring purposes. If an employee's non-FML**

absences meet the AMP standard as of December 31, 2001, they will be placed in Step 1 of the Program.

- If an employee's non-FML absence exceeds the standard, they will be placed in the Program and will be monitored for a 12 month period from the date of the absence that placed them in the program. The Recognition Factor will also be monitored from that date.
- Formal Leaders will be notified at 32 hours that an employee's absence is nearing the 41 hour non-FML standard. They will advise the employee that they are at risk of exceeding the standard and should be prepared to administer the program as soon as the employee exceeds the standard.
- If the employee is going into Step 4 and the employee has not called or come into work, the Formal Leader needs to contact a Union representative and attempt to reach the employee by telephone that day to counsel the employee that he/she is in Step 4 of the program and that the next occurrence is termination. The Formal Leader should read the text of the Step 4 letter over the phone to the employee in the presence of the Union representative. *The Formal Leader's inability to reach the employee, for any reason, will not stop the process.* Upon the employee's return the following day, the written notification letter can be signed by the employee in the presence of the Union representative.
- If the employee has been administered Step 4 of the program and is calling in to report an absence under the program, the Formal Leader should inform the employee that his/her absence is about to place the employee in the final step of the AMP, which subjects the employee to termination. The Leader should tell the employee that they will be contacting a Union representative and will be calling the employee back as soon as possible. The employee needs to remain reachable by telephone. The Leader should then notify Labor Relations and contact the Union representative. In the presence of the Union representative, the Formal Leader needs to contact the employee by telephone and inform employee that his/her absence has placed the employee in the final step of the program, and the employee is suspended pending further investigation. *The Formal Leader's inability to reach the employee, for any reason, will not stop the process.* In addition, the Formal Leader should contact the Union Hall or the Union Local President regarding the suspension and follow-up with a written notification of the suspension within three (3) days. The Formal Leader should also notify the Absence Coordinator of the suspension.

- Probationary employees will not be placed in the Absence Monitoring Program. The status of their employment is governed by the CBA. If an employee completes their probationary period, the absences they incurred while in the probationary period will be reviewed for inclusion in the program under the provisions stated below.
- If an employee is not covered by FML (either because they have less than a year of service, worked less than 1,250 hours in the previous year or they used their 12 weeks of FML during the previous 12 month rolling period), the FML standard will be used to determine inclusion in the program. The process provided in this paragraph will be revisited at the end of 2001.

LETTER #29
Retiree COLA

The purpose of this letter is to confirm that the parties have agreed that for the purpose of this contract, dated December 3, 2000 only, that in February 2004 all Local #80 retirees who retired prior to January 1, 1995, will receive a COLA adjustment on their pension benefits retroactive for the year 2001. This 2001 COLA adjustment will be calculated in the same manner as the previously negotiated three-year retroactive COLA adjustments and will not exceed 3%.

BROADWAY STATION
LETTER #30
Broadway To Detroit Loans

Any employee on the payroll July 20, 1980, in the Ann Arbor district shall report to his or her station prior to being loaned to any station other than the Michigan Avenue Station. Any employee from the Broadway Station who is loaned to the Michigan Avenue Station shall report directly to the Michigan Avenue Station. Any Michigan Avenue employee who was formerly described as an Ann Arbor District employee and is loaned to the Broadway Station shall report directly to the Broadway Station.

Further, the Company agrees that it will provide transportation to any employee in the Ann Arbor district on the payroll July 20, 1980, who is loaned to any station other than the Michigan Avenue Station.

LETTER #31**Detroit To Broadway Loans**

Any employee on the payroll July 20, 1980, in the Detroit district shall report to his or her station prior to being loaned to the Broadway Station. Further, the Company agrees that it will provide transportation to any employee in the Detroit district on the payroll July 20, 1980, who is loaned to the Broadway Station.

LETTER #32**Layoff Procedure****Detroit/Ann Arbor Merger Agreement**

This will confirm our understanding and agreement reached in consideration of that agreement between us of the same date herewith modifying the Collective Bargaining Agreement as follows:

If application of Article XII (1) would result in employee(s) on the payroll on July 20, 1980 being laid off, then the following additional criteria will be applied in determining whether an employee who was formerly classified under the former Ann Arbor District Classification of Work and Wages or an employee who was formerly classified under the former Detroit District Classification of Work and Wages should be selected to be laid off:

If, and to the extent that, the location of the work performed by the employee(s) who would normally be laid off was routinely performed by employee(s) assigned to Broadway Station on April 9, 1979, then employee(s) who were formerly classified under the former Ann Arbor District Classification of Work and Wages will be laid off prior to employee(s) who were formerly classified under the former Detroit District Classification of Work and Wages.

If, and to the extent that, the location of the work performed by the employee(s) who would normally be laid off was routinely performed by employee(s) assigned to locations existing on April 9, 1979, other than Broadway Station, then employees who were formerly classified under the former Detroit District Classification of Work and Wages will be laid off prior to employees who were formerly classified under the Ann Arbor District Classification of Work and Wages.

LETTER #33
Letter of Clarification
Detroit/Ann Arbor Merger Agreement

On July 11, 1980, the parties executed an agreement modifying the Collective Bargaining Agreement to reflect the merging of the former Detroit and Ann Arbor districts into a unified district. That agreement became effective on July 20, 1980.

By way of further clarification of our agreement, which we mutually deem appropriate, I have set out the following understanding:

For purpose of Article V (3) of the Collective Bargaining Agreement:

- A. Employees reporting to Broadway Station who were on the payroll as of July 20, 1980, and who until that date were classified under the Ann Arbor District Classification of Work and Wages, shall have priority over employees who were not on that date classified under the Ann Arbor District Classification of Work and Wages, in resolving conflicting requests for vacation period applicable to the Broadway Station.
- B. Employees reporting to every other station existing on July 20, 1980, who were on the payroll as of that date, and who until such date were classified under the former Detroit District Classification of Work and Wages in resolving conflicting requests for vacation period applicable to each such other station, except Michigan Avenue Station.

LETTER #34
Overtime/Field Service

Service employees at Broadway Station in Ann Arbor shall be covered by the existing overtime write up as of July 20, 1980.

LETTER #35
Station Boundaries

Upon the implementation of this Agreement that boundaries for the old Ann Arbor district shall be established as the boundaries for the Broadway Station.

LETTER #36

Relief Clerk Assignments

The Company has the right to assign by department seniority up to three (3) employees from any classification in the Service Shop (i.e., General Service Technician, Service Technician and Service Technician Apprentice) at the Broadway Station as relief Clerks and, two (2) employees by departmental seniority from any classification in the Service Shop (i.e., General Service Technician, Service Technician and Service Technician Apprentice) at the Michigan Avenue Station as a relief Clerk. It is understood that the Company shall canvass the work force in order to seek volunteers as relief Clerks prior to assigning employees as relief Clerks as provided above.

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2003

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2003

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2003

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY 2003

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2002

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2003

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2003

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2003

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2004

JANUARY 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

MARCH 2004

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2004

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2004

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2002

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2004

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2004

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2004

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2004

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2005

JANUARY 2005

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2005

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH 2005

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2005

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2005

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2005

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JULY 2005

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AUGUST 2002

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21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2005

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OCTOBER 2005

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23	24	25	26	27	28	29
30	31					

NOVEMBER 2005

S	M	T	W	T	F	S
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20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2005

S	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



**GAS WORKERS LOCAL #80
SERVICE EMPLOYEES INTERNATIONAL UNION
A.F.L. - C.I.O.**

2604 4th Street - Detroit, MI 48201
(313) 965-0233

General Membership Meetings are held the
second Wednesday of each month at 6:00 p.m.

Frank W. Carter • President
(313) 965-7117

Ed Woods • Secretary-Treasurer
(313) 965-9817

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