



**AGREEMENT  
BETWEEN  
DOMINION TRANSMISSION, INC.  
AND  
HOPE GAS, INC., DBA  
DOMINION HOPE  
AND  
THE UTILITY WORKERS UNION OF AMERICA  
(UNITED GAS WORKERS' UNION)  
LOCAL NO. 69, DIVISION II  
AFL-CIO**

**APRIL 1, 2008 – APRIL 1, 2010**



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## **SECTION I – PARTIES TO THE AGREEMENT**

This Agreement is made the first day of April, 2008, by and between The Utility Workers Union of America, Local No. 69-II, AFL-CIO, hereinafter called the “Union” and Dominion Transmission, Inc. and Hope Gas, Inc., doing business as Dominion Hope, hereinafter called the “Company”.

## **SECTION II - UNION RECOGNITION**

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining for rates of pay, hours of work, and other conditions of employment for the employees of the Company whose wage rates and classifications are set forth in this Agreement.

## **SECTION III - MANAGEMENT RIGHTS**

1. The management of the Company and the direction of the working forces including the right to make rules and regulations, hire, discharge or suspend for just cause, promote, demote, transfer, relieve employees from duty because of lack of work or for other proper and legitimate reasons and to determine the work to be performed and the methods and equipment to be used by employees are recognized to be retained by the Company, except as otherwise limited by this Agreement.

2. While Management agrees to carry out its responsibilities in a manner consistent with the purpose and intent of this Agreement, the right of the Company to manage the business shall only be restricted by the explicit limitations set forth in this Agreement. The fact that some of the Company's rights to manage are set forth in this Section shall not be taken in any way to imply that the Company does not have all other rights of management.

3. The Union recognizes that the selection of employees from the Bargaining Unit to replace Non-Bargaining Unit employees is a right of Management. Physical and clerical employees will not be required to accept work assignments outside of the Bargaining Unit.

## **SECTION IV – MEETINGS**

1. During the Union's annual Representative Council Meeting the Company will pay the wages of the Union Representative Council in attendance for one day. During this day, up to one half day will be used for the annual safety meeting.

2. Special meetings may be held by mutual agreement.

3. The Company will pay a mutually agreed upon travel time for designated Union members to attend meetings.

## SECTION V - UNION SECURITY AND CHECKOFF

1. Any regular or casual employee covered by this Agreement who fails to acquire or maintain membership in good standing in the Union on or before January 1, 1983, or the completion of the probationary period of that employee, whichever is later, thereafter shall be required, as a condition of employment, to acquire and maintain membership in good standing in the Union, or pay to the Union the service fees specified herein. For the purpose of this Section only, the probationary period shall be defined as the first thirty (30) days after an employee attains employment status with the Company.

2. The term "good standing" shall, for the purpose of this Section, mean that the employee has not been delinquent in tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

3. The service fees shall be the same amount and payable at the same time as the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union.

4. The Company agrees to deduct Union membership dues and initiation fees from the pay of each employee who is a member of the Union and who has filed with the Company and with the Union a properly signed authorization for deduction. The Company further agrees to deduct service fees equal to said membership dues and initiation fees from the pay of each employee who has filed with the Company and with the Union a properly signed authorization for the deduction. The dues and initiation fees or service fees deducted by the Company shall be forwarded promptly to the Treasurer of the Union together with a statement of account.

5. The dues checkoff authorization shall be made on a form satisfactory to the Company. The authorization is voluntary and an employee may at any time discontinue the deduction of dues from his or her pay by proper notification.

6. The Secretary of the Union shall notify the Company in writing of any change in the Union membership and the amount of membership dues to be deducted.

7. Any authorization for deduction of Union dues which was proper and had been received by the Company or the Union prior to the effective date of this Agreement, shall continue to be considered a proper authorization for deduction of Union dues in accord with the terms of that authorization.

8. Once each month, the Union will submit to the Company, in writing, a list of all active employees who have failed to tender the funds required in Paragraph 1 of this Section. The Company will notify those persons named and will discontinue employment of such persons who are not in compliance with the terms of this Section within thirty (30) days after such notification, upon receipt of a certificate, properly notarized, from the Union of the following:

- a. That membership in the Union is available to such employee on the same terms and conditions generally applicable to other members, and
- b. That membership has not been denied to any such employee nor has the membership of any such employee been terminated for reasons other than his or her failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

9. During the thirty (30) day period referred to in Paragraph 8 above, the Company may counsel with any employee not in compliance with the Section and attempt to persuade the employee to so comply.

10. In the event the Company discharges an employee solely for failure to tender the funds required in Paragraph 1 of this Section, the Union agrees to protect the Company and hold it harmless from any claim of such employee that their discharge was not justifiable.

11. Each month, a list of bargaining unit employees will be furnished to the Secretary of the Union, the appropriate Region Directors and local Union Representatives.

## **SECTION VI - CORRESPONDENCE**

1. All correspondence directed to the Union will be addressed to the Union President unless otherwise specified in this Agreement. If directed to the Company, it will be addressed to the labor relations representative designated by Dominion Transmission, Inc. for Dominion Transmission matters and/or Dominion Hope for Dominion Hope matters. If directed to an employee, it will be addressed to the last address furnished by the employee to Human Resources.

2. All correspondence concerning disciplinary actions will be mailed by certified mail to the Union President and the appropriate Region Director and by regular mail to the Union Secretary.

3. All correspondence required by Section XV, Changes in the Work Force, Article 1, Employee Selection, will be addressed to the Union Secretary.

4. All correspondence required by Section XV, Changes in the Work Force, Article 3, Reduction in the Work Force, Paragraph 1, will be mailed by certified mail to the Union Secretary. The remainder of the Union Executive Board will receive electronic copies to the address provided by the Union Secretary. For any director that does not have an e-mail address, the Company will forward them a copy by regular mail.

5. The Company will mail by certified mail to the Union Secretary and by electronic copy to the remainder of the Union Executive Board and for any director that does not have an e-mail address by regular mail, answers, in writing, to annual tour questions within forty (40) calendar days after the Company has received the Union's written questions, unless otherwise agreed. The time limit on filing grievances that arise as a result of an answer to a tour question shall commence upon receipt of the answer by the Union President. Furthermore, while the grievance procedure may be used to resolve disputes over the interpretation of this Agreement that surface in the answers to tour questions, resolution of such grievances will not be retroactive. That is, if the occurrence giving rise to the tour question was/is not grieved in a timely fashion as specified in Section VII, Paragraph 3, then no adjustment will be made in that specific case as a result of a subsequently grieved answer to a tour question.

## SECTION VII - GRIEVANCE AND SETTLEMENT

1. It is the policy of the Company to allow employees a reasonable opportunity to present to their Supervisors any request or complaint which they may have. However, it is agreed that not every such request or complaint constitutes a grievance.

2. A grievance is a dispute or claim involving the meaning, interpretation, or application of any of the provisions of this Agreement.

3. The aggrieved employee will seek to adjust the matter by first scheduling an informal meeting with his/her immediate supervisor, either personally or through his/her Union Representative or Union Steward. Unless otherwise mutually agreed, the informal meeting shall take place within ten (10) calendar days of the date the grievance was initiated. In the event the aggrieved is the Union, the Union will seek to adjust the matter through an informal meeting with a representative of Labor Relations of the Company and with the President of the Union or an appointed official of the Union. Management's answer will be given within ten (10) calendar days of this meeting unless otherwise agreed.

4. If the aggrieved employee is unable to satisfactorily adjust the matter with his or her immediate Supervisor, a grievance shall be initiated in writing within ten (10) calendar days upon a mutually agreed upon form which shall state the nature of the occurrence including the date or dates of the alleged Agreement violation giving rise to the grievance, the Section or Sections of this Agreement on which the grievance is based and the relief or remedy sought. The grievance form shall be dated and signed by the employee and/or the Union Representative and presented to the employee's immediate Supervisor to be dated and signed. The grievance shall then be submitted to the first step of the grievance procedure. If the Union and the Company are unable to satisfactorily adjust a matter in the informal meeting held in Paragraph 3, a grievance shall be initiated in accordance with the procedure above with the exception that it will be signed by a representative of Labor Relations and waived to the second step if agreed to by both parties.

5. Grievances shall be initiated as soon as practicable, but in no event later than ten (10) calendar days in a dismissal or selection grievance and twenty (20) calendar days in a grievance arising from any other cause. The time limit on a dismissal grievance shall commence upon notification in writing to the Union President by the Company. The time limit on a grievance arising from any other cause shall commence on the date the cause of the grievance occurred. The date that an employee first seeks to adjust the matter with his/her supervisor shall be considered the date the grievance is initiated for the purpose of determining whether the grievance has been timely presented. Grievances not so presented shall be deemed to have been abandoned and shall not be entitled to consideration.

6. At the first step of the grievance procedure the Union committee shall consist of the aggrieved employee, his/her Union Representative, his/her Region Director and one (1) other Union member appointed by the Union President. The Company's committee will consist of a representative of Labor Relations or his/her appointee, and other members of Management with the authority to resolve the grievance, as deemed



necessary by the Company. (All authorized Union time will be paid at straight time only, no overtime, up to eight (8) hours per day.)

The first step grievance meeting will be held within 40 calendar days unless otherwise agreed. Management's answer at the first step will be given within seven (7) calendar days of the date of this meeting, unless otherwise agreed. If Management's answer does not resolve the grievance at this step, the Union may appeal the case to the second step within seven (7) calendar days, unless otherwise agreed. Grievances arising from the selection of or the dismissal of an employee shall be given scheduling priority by the parties.

7. By January 4 of each calendar year quarterly meetings will be scheduled to hear second step grievances. Additional meetings can be scheduled, as needed, for the purpose of addressing outstanding second step grievances. At the second step of the grievance procedure the Union committee shall consist of the aggrieved employee, his/her Union Representative and the Union Executive Board. The Company's committee will consist of a representative of Labor Relations or his/her appointee, and other members of Management with the authority to resolve the grievance, as deemed necessary by the Company.

Management's answer at the second step will be given within ten (10) calendar days of the date of this meeting, unless otherwise agreed. If the grievance remains unresolved the Union Executive Board may submit the grievance to arbitration as provided for in Paragraph 12 below, unless otherwise agreed, or the grievance shall be considered withdrawn without precedence.

8. If either party fails to answer or appeal a grievance within the time limits set forth in Paragraph 7, provided there has been no mutually agreed extension, the grieving party may appeal the grievance to the next step. If a grievance is not scheduled within the time limits set forth above, provided there has been no mutually agreed extension: (a) if the Company is at fault the grievance will be settled upon the remedy requested without precedence, (b) if the Union is at fault the grievance will be dropped without precedence.

9. After a union eligible employee has filed a grievance, there shall be no discussion or adjustment of the case between the employee and his or her Supervisor without the Representative or Steward being present. Similarly, no discussion of the case shall take place between first level supervision and the local representative without the employee having the opportunity to be present.

10. Furthermore, when an employee's presence is required at a grievance meeting, permission to attend will be granted by the Supervisor, except in the case of an emergency. Both parties recognize that under certain work load conditions, meetings may necessarily be postponed.

11. Representatives of the employees may exercise the grievance procedure of the Agreement, regardless of whether or not a complaint has been filed by the affected party or parties. The only exceptions to this provision are those grievances arising out of selection. Such grievances shall only be allowed as provided for in Section XV, Article 1.

12. Should any grievance remain unresolved, unless mutually agreed, the Union Executive Board must provide written notice by certified mail to the Company of its intent to arbitrate within forty-five (45) calendar days after the date the written second step answer is given to the Union. The notice must set forth the basis of the grievance,

the provision or provisions of the Agreement which have allegedly been violated, the facts on which the claim rests and the remedy sought. The arbitration hearing shall be held as soon as practicable. Grievances arising from the selection of or the dismissal of an employee shall be given scheduling priority by the parties.

13. The parties shall request the American Arbitration Association to furnish a list of fifteen (15) arbitrators. Within five (5) working days after receipt of such list, the Union and Company shall alternately strike one (1) name each from such list submitted until one (1) name remains. The remaining name shall be the arbitrator.

14. The Company and the Union shall share equally the costs of the arbitrator.

15. The fact that a matter has been processed as a grievance shall not prevent either party from questioning whether it is a proper subject of grievance or arbitration.

16. The award of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no authority to add to, subtract from or modify any of the terms and conditions of the Agreement.

17. The day following the day a written answer is received shall be counted as the first day in establishing time limits under this Section.

18. Either party may, with advance notice to the other party and at its own expense, have a court reporter in attendance at any grievance hearing. In such case, the other party will be supplied, at no cost, a copy of the transcript.

19. The Company will pay a mutually agreed upon travel time for approved Union members to attend grievances.

## **SECTION VIII - STRIKES AND LOCKOUTS**

1. During the term of this Agreement, there shall be no instigation or encouragement of, or participation in any strike, slowdown or work stoppage.

2. During the term of this Agreement, there shall be no lockout of employees.

## **SECTION IX - DISCRIMINATION**

There shall be no discrimination, interference, restraint, coercion or intimidation of any employee by the Company or by the Union because of membership or non-membership in any lawful social, fraternal or religious organization, or by reason of membership or non-membership in a labor union. Also, the Company and the Union agree that there shall be no discrimination against any employee by either party under definitions or regulations established by any State or Federal employment laws. Both parties shall have available to them all defenses under State or Federal law for any claim made under this Section. This provision is not intended to alter any defenses under State or Federal law which would otherwise be available to the parties.

## **SECTION X – WAGES**

1. Pay rates shall be paid as negotiated and shall be in effect as described herein for the term of this Agreement.

2. The pay rate for any job classification created after ratification of this Agreement will be negotiated by the Union and the Company. If the parties are unable to

agree on the rate for the job, any such issue will be subject to the Grievance and Settlement Section of this Agreement.

3. Paydays for union eligible employees will be every other Friday. If the payday falls on a recognized holiday, then employees will be paid on the last preceding workday.

4. The Company will determine what time and attendance data employees will be required to report and what method(s) for submitting the data will be used.

5. The Company will pay twenty-five dollars (\$25.00) to the employee as well as penalties assessed by a creditor against the employee which have resulted from paychecks mailed late or direct deposits which are deposited late if the late paychecks or late deposits are proven to be the fault of the Company and within the Company's control. The employee has an affirmative obligation to limit penalties.

6. To eliminate the early cashing of checks by employees, the following guidelines will be adhered to:

(a) Employees cashing their checks before the check date will be notified by the Company in writing.

(b) Employees who disregard the written notice in subparagraph (a) above will thereafter receive their pay through direct deposit only.

7. The Company will furnish to the Secretary of the Union a schedule of physical/clerical paydays for the life of this Agreement.

## **SECTION XI - PREMIUMS**

### **Article 1 - Shift Premium**

A shift premium of seventy (70) cents per hour will be paid to those physical employees who normally work a non-daylight shift. A daylight shift for the purpose of this Article, is an employee whose work schedule begins between 5:00 AM and 8:00 AM.

### **Article 2 - Sunday Premium**

1. The Company agrees to pay a Sunday premium at the rate of one dollar and fifty cents (\$1.50) per hour to physical employees whose regular schedule requires them to work on a Sunday, except that the Sunday premium shall not be paid for work performed on a Sunday for which the employee receives overtime pay, call out pay, or any other pay amounting to a rate of time and one-half or more. Employees assigned to scheduled hours of work, the majority of which occur on Sunday, will be paid one dollar and fifty cents (\$1.50) per hour Sunday premium.

2. The Sunday premium shall be applicable only to time actually worked.

3. Sunday, holiday, and shift change premiums shall not be accumulated, but the Company agrees to pay the highest premium earned.

### **Article 3 - Holiday Premium**

1. The Company agrees to pay a holiday premium at the rate of eight dollars (\$8.00) per hour to physical employees whose regular schedule requires them to work on a holiday, except that the holiday premium shall not be paid for work performed on a holiday for which the employee receives overtime pay, call out pay, or any other pay amounting to a rate of time and one-half or more. Employees assigned to scheduled hours of work, the majority of which occur on a recognized holiday, will be paid eight dollars (\$8.00) per hour holiday premium.

2. The holiday premium shall be applicable only to time actually worked.
3. Sunday, holiday, and shift change premiums shall not be accumulated but the Company agrees to pay the highest premium earned.

#### **Article 4 - Shift Change Premium**

1. No shift change premium will be paid if an employee agrees to a schedule change to accommodate the request of another union eligible employee. In case of an accommodation for a death in the family as defined in Section XII, Article 8, a shift change premium will be paid.

2. In cases where Management initiates a schedule change other than the type of accommodations discussed in Paragraph 1:

- (a) Union eligible employees shall be paid time and one-half when their regular scheduled shift is changed after the start of their workweek. The employee's workweek, for the computation of the shift change premium, shall begin at the employee's quitting time on the last day of work of the employee's previous workweek, and shall consist of the days of rest plus the following continuous days of work. In the case of a relief person who works regularly on a split rest day schedule, the employee's workweek begins at the end of his or her day of work before his or her first rest day. Therefore, when there are less than five (5) days of work before the second rest day of the calendar week, the employee's workweek shall consist of the calendar days to and including the second rest day of the calendar week plus the following continuous days of work. This premium shall be paid only for the first eight hours worked on the new schedule.
- (b) If a union eligible employee is scheduled to work his or her Sunday rest day, and then returned to his or her normal schedule for the remainder of his or her workweek, he or she will be allowed to work his or her regular workweek in addition to the overtime day on Sunday. However, if an employee is scheduled to work two or more days, which begin with the Sunday rest day, he or she will be considered to be on a new schedule and eligible to work only five days in the new workweek. Schedule change premium will not apply in either case if the employee's schedule is changed prior to the beginning of his or her workweek.
- (c) Following a change in an employee's normal schedule, he or she may be returned to his or her original (normal) schedule within five (5) consecutive working days without payment of shift change premium.
- (d) The Union will attempt to schedule Union Business and to identify participants in grievances with sufficient notice to avoid shift change premiums when possible.

#### **Article 5 - Temporary Assignment Premiums**

1. When a clerical employee is assigned the duties of a physical employee, the clerical employee shall receive five percent (5%) above his or her base rate.

2. When a physical employee is required to replace a Union eligible clerical employee, he or she shall receive five percent (5%) above his or her base rate.

## SECTION XII – WORKING CONDITIONS

### Article 1 - Hours of Work and Overtime

1. The Company workweek for computation of pay shall consist of seven (7) days commencing each week at 11:31 P. M., Saturday and ending at 11:30 P. M. the following Saturday.

2. The working hours for bargaining unit employees will be as follows, unless employees are otherwise assigned:

(a) The working hours for physical employees will be from 7:30 A. M. to 4:00 P. M. for regular day schedules. The working hours for shift employees will be 7:30 A. M. to 3:30 P. M. for the Number 1 Shift; 3:30 P. M. to 11:30 P. M. for the Number 2 Shift; and 11:30 P. M. to 7:30 A. M. for the Number 3 Shift. Starting and quitting times will be the time that is officially in use in the Company's operating area (Eastern Standard or Daylight Saving). An employee who is working when the time is officially changed shall not receive less than eight (8) hours when the changing of time results in less than eight (8) hours work. Also, he or she shall be paid for the time worked when the changing of time results in more than eight (8) hours worked.

(b) The working hours for clerical employees will be from 8:00 A. M. to 5:00 P. M. for regular day schedules.

3. Forty hours consisting of five eight-hour days or four ten-hour days shall constitute a normal full-time workweek. An employee will not be assigned to a normal workweek of four ten-hour days without his/her consent.

4. Bargaining unit employees are to be paid at the rate of time and one-half for all time worked in excess of forty hours per week or eight hours in any twenty-four hour period, except on shift changes where the scheduled rotations require two shifts to be worked in one twenty-four hour period when assigned to a schedule of eight-hour days. Bargaining unit employees are to be paid at the rate of time and one-half for all time worked in excess of forty hours per week or ten hours per day when assigned to a schedule of four ten-hour days per week.

5. Employees shall be paid at the rate of triple time for all time worked over sixteen consecutive hours. However, if an employee has worked prior to a regularly scheduled workday so that during the regular workday the employee completes sixteen (16) consecutive hours of work, then if the employee is released (s)he will be paid straight time for the remainder of his/her regular workday.

6. The Company will not normally require employees to split their rest days on a regularly scheduled basis with the exception of employees assigned to shift work. Employees other than shift employees shall not be required to split their rest days once their weekly work schedule (which includes the rest days) has begun.

7. Employees shall not be required to take equivalent time off without pay for the time worked after regular working hours, for the time worked on a scheduled rest day(s) or for the time worked in emergencies in order to balance weekly working schedules.

8. The employee's rest day shall not be changed after the employee has started working within his or her workweek to avoid the payment of overtime.

9. Employees called out for emergency overtime shall receive a minimum of three hours' pay at the rate of time and one-half provided that the emergency work does not immediately precede the employee's regularly scheduled hours of work. Employees called out more than once within a three-hour period shall be paid only for the time actually worked after the initial call out. The rate of pay for time worked during additional call outs within the first three-hour period shall be time and one-half. Upon the expiration of the three-hour period, if called out again, an employee shall be entitled to another three hours' pay at time and one-half regardless of the amount of time worked during that period. Employees called out on Sunday shall receive a premium of three hours' pay at the rate of time and one-half. In addition, they shall be paid time and one-half for the time worked within the three hours. The rate of pay for an employee called out again during the first three-hour period shall also be time and one-half. Upon the expiration of the three-hour period, if called out again, an employee shall be entitled to the three-hour premium, as well as time and one-half for the period worked, in the same manner as was paid for the first call out.

10. If an employee is required to report from off the job for unscheduled overtime, he or she shall receive a minimum of three hours' pay at the rate of time and one-half provided that the work does not immediately precede the employee's regularly scheduled hours of employment. Neither travel time nor mileage will be paid for unscheduled overtime.

11. When an employee is required to report on his or her rest days to the job for scheduled overtime, he or she will not be paid travel time. However, he or she will be reimbursed at the contractual rate for mileage driven not to exceed thirty-five (35) miles.

12. Call out time is defined as the time that an employee works after being ordered to report immediately from off the job following the completion of his or her workday or workweek. Call out time shall be paid at the rate of time and one-half and shall run from the time of leaving the employee's residence until his or her return. Authorized mileage will be paid in accordance with Section XII, Article 6, Paragraph C, from the employee's residence to the job site(s) and back to the employee's residence.

13. When overtime work is necessary it shall be distributed at the Company's discretion. Local Management will make every effort to divide overtime evenly among the employees who normally perform the work. Employees will be counseled that they may be ineligible for call-out and unscheduled overtime based on where they reside. In an attempt to divide overtime evenly, Management will keep a cumulative total of overtime for each calendar year which shall be posted at the end of each calendar month. If an employee is offered overtime work and is excused at his/her own request, an adjustment of three (3) hours will be made to his/her cumulative total. The cumulative total for the preceding month shall be used as a guide by Management in distributing overtime. No time will be charged to an employee's cumulative total if he/she refused scheduled/unscheduled overtime while off work for sickness, death in the family, or vacation. This is not to be interpreted as allowing an employee to refuse call out. The credited overtime mentioned above will be listed separately on the cumulative total of overtime posted.

14. Work schedules for shift employees shall be posted on the bulletin boards at the work location prior to the beginning of the employee's workweek. The employee shall be notified when his or her work schedule is changed and all such schedule changes

shall be immediately posted on the bulletin board with the employee initialing the change. Any other employee who will be working a schedule different from the regular schedule will be notified in advance.

15. Employees who are assigned to temporary duty, which requires them to be away from home overnight, shall be paid travel time from their temporary lodgings to the job and from the job to their temporary lodgings, exclusive of meal time in both cases.

16. Employees required to report for work at a temporary location other than their payroll headquarters location shall be paid travel time and mileage if the temporary location is more than ten (10) miles farther from their home than their payroll headquarters.

17. Employees who are assigned to a temporary location which would normally require them to be away from home overnight may request permission to drive to and from home to the temporary location each day. Management will consider their request, weighing the distance to be traveled, the seriousness of the employee's personal situation, and any other pertinent information. Such travel if authorized, will be on the employee's own time.

18. Employees required to work scheduled or unscheduled overtime for the purpose of attending meetings, training, or medical tests on a rest day will receive a minimum of three (3) hours overtime pay.

19. Once an employee is assigned to non-bargaining unit work, he/she will not be assigned bargaining unit work for the remainder of the calendar day or if an employee has worked 40 hours of non-bargaining unit work he/she will not perform bargaining unit work within the workweek.

## **Article 2 - Flexible Work Schedules**

### **Flextime for Clerical Employees**

1. Employees may participate in flextime provided that the job responsibilities and departmental coverage requirements are met. Supervisors are encouraged to accommodate individual preference for working hours. If this is not practical, each supervisor is asked to develop an equitable system in accommodating arrivals and departures.

2. Employees are to work a 40-hour week. The regular schedule will be 8:00 a.m. to 5:00 p.m. five (5) days per week during which normal operations must be available.

3. The expanded workday is from 7:00 a.m. to 6:00 p.m.

4. Lunch period is between 11:30 a.m. and 1:30 p.m. Employees must take no less than a 30-minute lunch.

5. Work schedules must be submitted to and approved by the supervisor weekly. Employees may request the same daily schedule for an entire week or different schedules for various days of the week. Supervisors may approve employee requests for schedule changes during the week to accommodate unplanned appointments or emergencies based on the work requirements of the department.

### **Twelve-Hour Shift Schedules**

1. The Company and the Union agree to continue to provide for the option, at stations, of a twelve-hour rotating shift for shift employees.

2. A twelve-hour schedule may be implemented at shift work locations upon the mutual agreement of the parties at the location and where the employees at the location have elected by a majority vote their desire for the new schedule.

3. Application of the schedule will continue unless and until Management or a majority of the employees at the location elects to end the schedule. Such an election will not occur until twelve (12) months after the twelve-hour schedule has been implemented and future elections will not occur more frequently than every twelve (12) months thereafter.

Any twelve-hour shift schedule must be cost neutral to the Company and, therefore, it may be necessary to modify work rules.

### **Station Schedules**

If a majority of the employees desire to try an alternative schedule to improve efficiency and/or employee morale Management will give consideration to the feasibility of implementing the proposed change.

### **Article 3 – Holidays**

1. Beginning January 1, 2006, the recognized holidays for active regular physical and clerical workers are:

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

Where applicable the provisions of the Federal Uniform Monday Holiday Act shall apply.

2. Two Personal Days will be allowed from January 1 to December 31. All days off can only be taken with prior approval of supervision and must be taken at a time which, in the judgment of Management, will make for efficient operations.

3. (a) If one of the first six (6) recognized holidays (New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, and Labor Day) falls on an employee's rest day or if the employee is required to work on the day the Company celebrates the holiday, the employee may choose to receive additional pay up to a full day's pay at his/her straight time rate or to take equivalent time off with pay within the following



forty-five (45) calendar days at a time which, in the judgment of Management, will make for efficient operation of the unit concerned. The time off must be scheduled at least seven (7) days in advance.

- (b) If the remaining four (4) recognized holidays (Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) falls on an employee's rest day, the employee will receive an additional day of pay at his/her straight time rate in effect on the date of the holiday. If an employee is required to work on the day the Company celebrates the holiday, the employee will receive additional pay at his/her straight time rate in effect on the date of the holiday, equal to the time the employee worked on the holiday, up to eight (8) hours.

4. If the employee is scheduled to work on a recognized holiday, he or she shall be paid straight time for the holiday and additional pay at straight time rate plus eight dollars (\$8.00) per hour holiday premium for hours worked on a holiday up to eight hours per day, and time and one-half for hours worked in excess of eight hours per day.

Holiday Premium will be paid only on the recognized holiday, not on the day celebrated in lieu of the recognized holiday.

5. Time and one-half, in addition to the eight hours holiday pay, shall be paid for time worked if the employee is required to perform non-scheduled duties on a recognized holiday.

6. Holiday pay will only be paid once per holiday.

7. In addition to the eight (8) hour holiday pay for recognized holidays listed in paragraph 1, employees instructed to report immediately from off the job on the day the Company celebrates a holiday will be paid a minimum of three (3) hours provided that the call-out work does not immediately precede the employee's regularly scheduled hours of work. The three (3) hours will consist of double time for time worked with any remaining non-work time to be paid at time and one-half. Employees called out more than once within the three (3) hour period will only be paid double time for time actually worked.

8. Casual employees who work on a day the Company celebrates a recognized holiday shall receive the holiday premium as established in Section XI, Article 3 of this Agreement. If instructed to report immediately from off the job on a recognized holiday, casual employees will receive time and one-half for hours worked.

9. The rate of pay for holiday pay shall be based on the employee's current classified salary/rate.

10. Special holidays declared by the President of the United States, which the Company observes, shall be treated as additional recognized holidays.

#### **Article 4 - Vacations**

1. All regular union eligible employees, who have completed one year of credited service are eligible to one week's vacation with pay; those who have completed two years of credited service are eligible to two weeks' vacation with pay; those who have completed six or more years of credited service are eligible to three weeks' vacation with pay; those who have completed fifteen or more years of credited service are eligible to four weeks' vacation with pay; those who have completed twenty years of credited

service are eligible to five weeks' vacation with pay; and those who have completed thirty or more years of service are eligible for six weeks of vacation with pay.

(a) The vacation period will extend from January 1, to December 31 of each year.

(b) While preference of individual employees may be given consideration, vacation must be taken at a time which, in the judgment of Management, makes for efficient operation of the unit concerned. Employees wishing to take vacation in November or December must schedule this time by July 1 of each year. Vacation may be taken at one period, but employees entitled to two or more weeks of vacation may split their vacations into the same number of periods as they have weeks of vacation eligibility, except where other arrangements are made with the approval of local supervision in advance of the time desired. An employee will be entitled to receive an additional day of vacation for a holiday which occurs within his or her scheduled vacation period, if such holiday is observed by the Company. An employee may not, on his or her own volition, waive vacation and receive extra pay for work during that period. When vacations are waived due to the requirements of the Company, the employees affected shall be paid their vacation pay in addition to pay at regular rates for work done during the vacation period, or with the approval of local Management, he or she may elect to reschedule his or her vacation if sufficient time remains in the calendar year. An employee whose employment is terminated for any reason including retirement, layoff, resignation, discharge, or entry into military service, shall receive vacation pay in lieu of any vacation to which he or she was entitled immediately prior to termination of employment. The survivors of a deceased employee shall receive vacation pay in lieu of any vacation such deceased employee would have been entitled to receive. Payment will be made in accordance with the laws of the state in which the deceased employee resided.

(c) Employees will have the option to postpone up to one (1) week of their vacation into the next calendar year. The postponed week, like other vacation, must be scheduled in accordance with paragraph (b) above.

(d) Refer to Appendix No. 11 - Vacation Sell.

2. The rate of pay for vacation pay shall be based on the employee's current classified salary/rate.

3. An employee who has started his or her vacation and enters the hospital unexpectedly due to a sickness or accident can reschedule the unused portion of his or her vacation providing the sickness or accident meets the requirements of the Disability Benefit Plan. The vacation days which can be rescheduled shall only be equal to the actual days spent in the hospital to the limit of the employee's vacation schedule and eligibility. Such illnesses or accidents while on vacation requiring hospitalization must be immediately reported to the employee's supervisor in accordance with the terms of the Disability Benefit Plan. Vacation time to be rescheduled in accordance with the above must be taken within the current calendar year, and must be scheduled as operating conditions permit.

## **Article 5 - Absences Due to Civic Service**

1. Regular employees temporarily engaged in Jury Duty or Witness Duty, or Election Board Service, shall receive their regular earnings in addition to the compensation received from the public treasury. It is understood, however, that absences for Election Board Service shall be taken with prior approval of the local supervisor. The employee shall immediately notify the local supervisor when he or she has been summoned for Jury Duty or Witness Duty. No expenses shall be paid for absences under this Article. Also, no time will be paid in the case of a proceeding initiated by the employee or in the case of the employee's divorce proceeding.

2. Regular employees who are members of a reserve component of the Armed Forces or members of the National Guard shall receive their regular earnings in addition to their military pay for the first fifteen calendar days of compulsory annual training.

3. Regular employees who are members of a reserve component of the Armed Forces or members of the National Guard shall receive their regular earnings in addition to their military pay for the first fifteen calendar days when called to duty during a civil disorder or natural disaster, which will only be paid on an annual basis.

4. Regular earnings are based on the employee's regular rate of pay and normal work schedule in effect prior to the absence.

5. Shift employees temporarily engaged in Jury Duty will be assigned to the first shift or other day work, provided the employee notifies his/her supervisor of the Jury Duty prior to the end of the previous workweek.

## **Article 6 – Expenses**

### **A. Per Diem for Expenses and Meals**

1. The Company will pay a per diem for meals and miscellaneous expenses for employees assigned to temporary duty which requires them to be away from home overnight. The per diem rate will be forty dollars (\$40.00) per day, or if applicable, eight dollars (\$8.00) for the morning meal, nine dollars (\$9.00) for the noon meal and eighteen dollars (\$18.00) for the evening meal, with five dollars (\$5.00) allowed for miscellaneous expenses. Payment will not be made for any meal for an employee living at home. Also, payment will not be made for a morning or a noon time meal for an employee who stayed at home the previous night even though temporarily assigned to another location. In addition, the Company will pay reasonable expenses for lodging of employees assigned temporary duty which requires them to be away from home overnight.

2. The per diem will not be paid for any meal provided by the Company.

### **B. Meal Allowance**

1. If an employee is required to work two (2) hours past his/her normal work schedule (i.e., eight, ten, or twelve hour, etc.) he or she shall be entitled to a meal allowance of ten dollars (\$10.00) and an additional meal allowance of ten dollars (\$10.00) for each four-hour period thereafter. For any overtime scheduled on rest days, an employee must work two (2) hours past his/her normal work schedule (i.e., eight, ten, or twelve hour, etc.) to be entitled to a meal allowance.

2. Employees called out or assigned unscheduled overtime shall be eligible to receive a ten-dollar (\$10.00) meal allowance provided they perform two hours of work

during the callout or unscheduled overtime. Employees will also be entitled to an additional meal allowance of ten dollars (\$10.00) for each four-hour period thereafter.

### **C. Mileage**

1. Employees authorized by their supervisors to drive personal vehicles (cars or trucks) on Company business will be reimbursed as follows:

- (a) Employees filling regular assignments, such as Well Tenders, shall be paid a fixed monthly allowance based on the mileage driven during an average month after deducting the distance to and from the job. This allowance shall be adjusted to the nearest half-dollar and shall be subject to revision when necessary. These employees are to be reimbursed in the following manner when absent from work for any reason except vacation. When they are absent for five (5) working days, their monthly allowance will be reduced by one-eighth (1/8); if absent for ten (10) working days, their allowance will be reduced by one-fourth (1/4); if absent fifteen (15) working days, the reduction will be three-eighths (3/8); if absent twenty (20) working days or more, there will be no monthly allowance paid. Employees temporarily assigned to fill these jobs will be paid the actual mileage driven as approved and shall be eligible for the four-dollar (\$4.00) daily minimum described in Paragraph 3 below.
- (b) Other employees, regardless of classification, will be reimbursed at the standard mileage rate set by the Internal Revenue Service, except as defined in Section XII, Article 1, Hours of Work and Overtime.

2. Employees who are being reimbursed for the use of a personal vehicle for Company business may be required to use their vehicle to transport tools and passengers in the performance of their job as needed. When two or more eligible employees ride in one car, only one mileage claim will be paid.

3. When employees are required to use their personal vehicles for Company business or are permanently filling jobs which require the use of their personal vehicle, and when the mileage payment resulting from such use totals less than four dollars (\$4.00) that day, the Company agrees to pay the employee four dollars (\$4.00) for the use of his or her vehicle that day.

### **D. Moving Expenses**

- 1. a) Regular employees who are transferred permanently to a new headquarters as a result of the provisions of Section XV, Article 1, Employee Selection resulting in an increased commuting distance of more than 50 miles (one way) will be eligible to receive expenses under this article.
- b) Casual employees whose letter of interest pursuant to Section XV, Article 7, Letter of Interest, results in full time employment and who are transferred permanently to a new headquarters resulting in an increased commuting distance of more than 50 miles (one way) will be eligible to receive expenses under this article,

c) Moving expenses will only be paid provided the reporting date for the new position is at least twenty-four (24) months from the last time the employee reported to a new job and received moving expenses under this article.

2. A temporary living allowance of five thousand dollars (\$5,000) will be paid to employees to cover all temporary living expenses and house hunting expenses. Employees moving a current residential mobile home will receive a lump sum payment of two thousand dollars (\$2,000). Employees will have movement of household goods paid to a moving service or if the employee elects to move himself or herself, receive reimbursement for those expenses. These expenses include: transportation, reasonable insurance, packing and cartons. Employees will receive reimbursement for actual en-route (final move) expenses, which include mileage, lodging, and meals.

3. An employee transferred permanently and living away from home will be allowed one (1) round trip every two weeks on Company time for the first 45 calendar days after the effective date of transfer.

4. Mileage will be paid only for travel to and from home as provided for in Paragraph 3 of this article. None will be paid for commuting at the new location.

5. No expenses will be paid under this article for any employee living at home, except that an employee commuting to a new work location that results in an increased commuting distance of more than fifty (50) miles (one way) may receive mileage for the first 45 calendar days in lieu of the five thousand dollars (\$5,000) temporary living allowance.

#### **E. Clothing Allowance**

1.(a) The Company will provide uniforms consisting of an initial issue of four (4) pairs of pants, four (4) long sleeve shirts, four (4) short sleeve shirts, and one (1) jacket with removable liner to all employees in the Town Plant Representative, Gas Service Specialist, Meter Reader, and Collector classifications. These employees will be required to wear their uniforms when on the job. The Company will replace items on an as needed basis up to two (2) pairs of pants, two (2) long sleeve shirts and two (2) short sleeve shirts per year. The jacket will be replaced on an as needed basis.

(b) The Company will provide uniforms consisting of an initial issue of four (4) pairs of pants, four (4) long sleeve shirts, and four (4) short sleeve shirts to all employees in the Leader, Repair Crew, Engine Mechanic, and Engine Mechanic, Sr. classifications. These employees will be required to wear their uniforms when on the job. The Company will replace items on an as needed basis up to two (2) pairs of pants, two (2) long sleeve shirts and two (2) short sleeve shirts per year.

#### **2. Personal Protective Equipment:**

(a) The applicable Standard Operating Procedures issued by Dominion Transmission and Dominion Hope identify those work situations that require the proper use of personal protective equipment by employees.

(b) The Company will initially provide and will replace, as it deems necessary, the following personal protective equipment at no cost to the employee:

- (i) Hard hats;
- (ii) Face shields, non-prescription safety glasses and goggles;
- (iii) Ear plugs/muffs;

- (iv) Specialty gloves; and
  - (v) Other special safety equipment such as welding hoods, respirators, etc., in order to comply with good safety practices.
- (c) Employees will provide appropriate safety toe work shoes. Employees who wear glasses may provide approved safety prescription glasses in lieu of Company supplied non-prescription safety glasses.
  - (d) If safety toe work shoes are required for an employee's classified job, the Company will pay him/her a **seventy-five dollar (\$75.00)** stipend by April 15 of each calendar year to help defray the cost.
3. Dominion Transmission and Dominion Hope will provide at no cost to union eligible employees fire resistive clothing to be worn by union eligible employees as required by the applicable Dominion Transmission and Dominion Hope SOP 360 – 19 Personal Protective Equipment. See Appendix No. 15.

#### **F. Dominion Safety Eyewear Program**

The Company agrees to provide to bargaining unit employees safety glasses under the terms of the Dominion Safety Eyewear Program then in effect. See Appendix No. 24.

#### **Article 7 - Time Off for Personal Business**

1. Regular union eligible employees will be allowed time off for personal business with proper and timely approvals. Personal Days will be used for personal business prior to allowing additional time off under this article, except as provided in Paragraph 3 below.

2. Payment for such time will only be made in cases where a valid emergency exists. In evaluating emergency cases, supervisors will weigh the extent to which the situation causing the emergency was beyond the employee's control.

3. Supervisors may, at their discretion, grant up to eight (8) hours time off to attend a funeral for relatives or close personal friends not covered by the provisions of Article 8 – Death in the Family. Payment for such time will be made in cases where the supervisor feels such payment is justified, unless the employee elects to take a Personal day or vacation day. The employee will be paid, however, in instances where he or she has served as a pallbearer or provided a eulogy during the funeral service.

#### **Article 8 - Death in the Family**

1. In the event of death in the immediate family, an employee shall be allowed three (3) work days or twenty-four (24) hours for employees working alternative work schedules, with pay at the straight time rate. In the event of death in the immediate family, an employee shall be allowed three (3) work days with pay at the straight time rate.

2. "Immediate Family" shall include husband, wife, children, step children, parents, step parents, brothers, step brothers, sisters, step sisters, legal guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law,