

ARTICLE VI

Seniority

1. Seniority shall be computed as commencing with the first day at which time the employee was assigned by the Company or its predecessors to a classification within this bargaining unit (except as may be affected by Sections 13 and 34 of this Article and Article XXI regarding Temporary Workforce Employees) and shall be computed on the basis of continuous employment within this bargaining unit.

The seniority of an employee in Local Union 12775 who is a successful bidder to a classification in this bargaining unit shall be computed as commencing with the first day at which time the employee was assigned by the Company or its predecessors to a classification within that bargaining unit and shall be computed on the basis of continuous employment within that bargaining unit and this bargaining unit.

Seniority shall not be affected by layoffs, sickness or injury off the job, provided that, in the event absence for the latter two causes exceeds one (1) year in the case of the employee with less than five (5) years of seniority at the start of the illness or injury, two (2) years in the case of the employee with at least five (5) but less than ten (10) years of seniority and three (3) years in the case of all others, the time in excess of one (1), two (2), or three (3) years, as the case may be, shall be excluded in computing the seniority of such employee and, in the event of the first cause, Section 34 of this Article shall govern. Seniority lost under this provision shall not affect the Long Term Disability eligibility of an employee.

In the case of injury on the job there shall be no loss of seniority regardless of the length of absence and the employee may return to her prior job if she is able to conform to the standards set by the Job Description; otherwise, the employee must take such job as she can perform in either the physical or clerical unit without loss of seniority. In such case, when an employee has been injured on the job, the Company and the Union together will review the aptitudes of the employee at the time she is to return to work to determine what type of work she will be able to perform.

2. The Company may lay off or discharge full-time employees during the first six (6) months of their employment, and part-time employees during the first one thousand and forty (1,040) hours

worked, and there shall be no responsibility for the re-employment of such employees. For Customer Contact Center only, all reference(s) to probationary period will be during the first nine (9) months of their employment and part-time employees of the Customer Contact Center during the first one thousand, five hundred and sixty (1560) hours worked. The first six (6) months of employment, for those employed for other than summer, vacation, or bona fide temporary work, is intended to provide, in addition to productive work, a reasonable and fair indication of the individual's capacity to acquire knowledge, ability to make progress, attitude toward the work, character, habits, peculiarities which will affect her progress in her current and higher classifications, and ability to work harmoniously with her fellow employees.

3. During the first six (6) months of employment the employee shall be eligible to bid on vacancies only under the following conditions:

- A. The vacancy is in the line of progression as indicated on the Progression Charts, and
- B. The employee continues to report to the same Supervisor or Department Head.

This includes part-time employees who have accumulated less than one thousand forty (1,040) hours of part-time employment since June 16, 1977.

4. A reasonable length of time as used in this Agreement shall mean six (6) months at the most, except that if the employee is qualifying for a higher job in her own department the experience item under Qualifications in the evaluated Job Description shall be the maximum.

5. Except as otherwise provided in this Article, seniority shall govern in all cases of promotion, increases or decreases in the work force, changes of classification or rate, and selection of work schedules provided that, in the case of promotions or increases in the work force, the employee has the Qualifications set for the job by the Job Description and has the aptitudes and abilities to qualify for the Duties set for the job by the Job Description within a reasonable length of time.

6. When the seniority dates of employees are identical, seniority will be established by using the last four (4) digits of the Social Security Number. The employee with the higher Social Security

number shall be the most senior employee. Seniority dates established prior to February 2, 1981, shall remain in effect.

7. All promotions shall be on a trial basis to determine the efficiency and ability of the employee to meet the requirements of the new position to conform to the standards set by the Job Description.

8. Employees who are successful bidders from one job to another within the line of progression in a department shall receive pay in the following manner:

- A. The employee shall be paid that step of the new Pay Grade which is next above her previous regular rate unless she shall have previously served temporarily on the job for an aggregate of one thousand forty (1,040) hours, in which event she shall receive that step of the new Pay Grade which is second above her previous regular rate, and so on.
- B. An employee temporarily transferred to perform within a lower Pay Grade shall retain her regular rate of pay.
- C. The rate to be paid an employee whose rate is incumbent shall be determined by Section 31 of this Article.

9. Any employee who is temporarily transferred to perform a job in a higher Pay Grade and who fully performs the duties assigned shall be paid that step rate of the higher Pay Grade next above the employee's regular rate of pay but in any event not less than five cents (5¢) per hour above her regular rate. The aforesaid minimum of five cents (5¢) shall apply to an employee whose regular rate is incumbent only to the extent that her incumbent rate is below the final step of the Rate Range of the job to which she is temporarily transferred.

- A. If the employee thus serves temporarily on the same job in a higher Pay Grade for an aggregate of one thousand forty (1,040) hours, her rate of pay shall thereafter be that step of the Rate Range of the job which is second above her regular rate of pay, and so on.

- B. The minimum daily payment at the higher rate shall be:
1. Two (2) hours for those employees who relieve for rest periods and lunch hours.
 2. Three (3) hours for employees who relieve for reasons other than rest periods and lunch hours.
 3. Four (4) hours for employees who relieve for rest periods, lunch hours and other reasons.
- C. Variations in the job assignment of an employee due to diversity of work load and changes in the nature of the work flow through her department which require no greater skill than the employee's regular assignment shall not constitute a transfer within the meaning of this Section.
- D. Temporary relief in a higher Pay Grade in all departments shall normally be provided according to the progression charts for that department. Subject to the right of the Company to assign employees in higher or equal Pay Grades for relief purposes in lower or the same Pay Grades when the work load of the higher or equal-rated employees so permits, the Company will make every effort to upgrade employees whenever possible in order to provide employees with training for future job vacancies. The Company will make every effort to provide for temporary relief in accordance with this paragraph before using part-time or temporary employees for such relief.
- E. An employee who has accepted training to provide temporary relief in one or more higher classifications shall accept assignment to such classifications when required by the work load for a minimum period of six (6) months after she has been trained for the job. If she no longer wishes to provide relief, after the six (6) months period, she shall give her Supervisor, Union Steward and President sixty (60) days advance written notice of such request. Such employee will be restricted from providing relief in that classification or higher classifications in the

same line of progression for a period of six (6) months. If she thereafter desires to accept such relief assignments, she must so notify, in writing, her Supervisor, Union Steward and President. Within sixty (60) calendar days after February 2, 1981, all employees covered by the Clerical Unit Collective Bargaining Agreement on May 31, 1980, shall be given a one-time option of accepting or refusing relief in accordance with this paragraph E. Acceptance or refusal shall be in writing. The foregoing provisions of this paragraph E shall apply to employees who exercise the one-time option.

If an employee is disqualified, for any reason, from a relief classification she shall be restricted from providing relief or bidding on such classification or higher classifications in the same line of progression for a period of six (6) months from the date she was disqualified.

- F. The rate applicable to the relief of a Customer Works Dispatcher by an employee from this bargaining unit shall be eighty-five cents (85¢) per hour above the employee's base rate, but the bonus shall be applicable only to the time actually worked on such relief and not as previously prescribed in this Section. This bonus is not applicable to the Customer Service Representative classification.

The employee shall continue to receive the applicable rate of pay as defined above until she returns to her former classification or, with her consent, to another classification.

- G. Employees on official Union business, who were upgraded a minimum of 80% of their hours worked during the previous pay period, will receive such upgrade as part of their compensation, and those hours would be counted toward progression in any job to which they are upgraded.

10. An employee in this bargaining unit may use her seniority to appropriate the job of a second employee in this bargaining unit in the event the need for the first employee in her present job terminates or she loses her qualifications or aptitudes for it, and in such a move the first employee must perform the job of the second employee to conform to the standards set for it by the Job Description within a

reasonable length of time except if an employee appropriates a job in a higher Pay Grade than the one she is leaving she must qualify at once.

A. An employee who has appropriated more than one job during a period of work reduction or the need for an employee in her job terminates, shall retain recall rights only to her regular classification from which she was first displaced. If, at any time thereafter, and prior to being recalled, an employee becomes a successful bidder and is subsequently forced out of that new job for the same reasons stated above, the employee shall at the time of the job appropriation, designate either her current recall position or her current regular classification as the employee's job for recall purposes thereby waiving recall to the other position.

- B. The employee, at the time of her job appropriation, will designate on the form provided by the Company, the position she wishes to retain for recall purposes after the terms of Article VI have been fully explained to her.
- C. If under Section B the employee refuses to designate the position she wishes to retain for recall, her recall shall be to the classification from which she was first displaced.
- D. When recall occurs, an employee has the option of either accepting or rejecting recall to her current recall position if she has since become a successful bidder.
- E. Part-time and temporary employees shall have no bumping rights.
- F. An employee in this bargaining unit is not eligible to appropriate a job in Local Union 12775 except as provided in Section 1, paragraph 4 of this Article.

11. If an employee is forced out of her job for reasons other than losing her aptitudes and abilities to handle the job and if at that time she has seven (7) or more years seniority, she will retain her rate if she goes to a lower-rated job, and receive negotiated increases accordingly, and such rates shall be considered incumbent. If the employee appropriates a job which is horizontal or higher than her recall rate she shall be considered incumbent and be allowed to retain her incumbent recall rate if she is subsequently forced out of her newly bumped position through no fault of her own or if she uses her

one time bid to a lower-rated job or horizontally. She will forfeit this consideration if she refuses a recall to her prior job at the same location.

- A. Employees with seven or more years of seniority at the time of the job appropriation will be afforded the opportunity of either accepting or rejecting recall when offered in accordance with Article VI, Sections 10 and 11.
- B. Employees with less than seven years of seniority at the time of the job appropriation must accept recall to their former classification when recall occurs.
- C. Any job left vacant when recall is completed shall be filled in accordance with the prevailing contract language.

An employee whose rate becomes incumbent by this Section may bid at any time to a higher rated job in this bargaining unit and maintain her incumbent rate. This same employee may bid to a lower-rated job or horizontally in this bargaining unit one time only and maintain her incumbent rate.

The foregoing does not apply to an employee whose rate is incumbent due to job evaluation.

12. An employee with three (3) or more years of seniority who is injured in the course of her employment and made subject to the provisions of the Indiana Workers' Compensation Act, and as a result of this injury loses her aptitudes or abilities to return to her regular job may use her seniority to appropriate the lower-rated job of a second employee (provided she is released by a Company doctor to perform the duties of this job) and retain her regular rate until such time as she is released by a Company doctor to return to her regular job. At such time she must return to her regular job.

13. When a vacancy occurs or is anticipated, or the work force is to be expanded in any of the classifications contained in the Wage Schedule, notice of such shall be prepared by the Labor Relations Department and posted by the Company on Union bulletin boards throughout the Company and once each week on Wednesday and remain through the following Tuesday, and mailed to the home address of any employee who is laid off due to lack of work

and retains re-employment rights under the terms of this Agreement not later than the fifth (5th) working day following the occurrence of the vacancy or the anticipation thereof (Saturdays, Sundays, and Holidays excluded) to notify the employees in the bargaining unit who may bid for such vacancy. An eligible employee in either Local Union 12775 or 13796 desiring to bid on the vacancy shall use the electronic bid process by filling out the online form. When an employee is absent due to sick leave, leave of absence, or vacation and unable to sign onto the NiSource network, she may send an e-mail with her intent to bid, including vacancy number and IT Help desk ticket number to hrdeliveryteam@nsource.com. If the absence is due to sick leave, leave of absence, or vacation, the employee must report to her new position within the time limit specified in Section 19 of this Article. The employee shall submit her completed electronic bid no later than the fifth (5th) working day (Saturdays, Sundays, and Holidays excluded) following the posting date of the notice which posting date shall be the first working day (Saturdays, Sundays, and Holidays excluded) following the release of the notice by the Labor Relations Department. The Supervisor of Labor Relations shall send to the Recording Secretary of the Local a list of all bidders and their seniority dates at the same time such list is sent to the local supervisor.

The bid of a permanent or part-time employee shall take precedence over the bid of a temporary employee from Local Union 12775 and 13796, regardless of seniority.

For purposes of this section only, the seniority date of a part-time employee will be established by accumulating the number of straight-time and non-converted overtime hours worked by such employee from June 16, 1977, to and including the closing date of the vacancy and converting that number of hours into eight (8) hour days. The seniority date for purposes of this bid only will then be established by counting back that number of days (Saturdays, Sundays, and Holidays excluded) from the closing date of the vacancy.

Part-time employees who have accumulated less than one thousand forty (1,040) hours of part-time employment since June 16, 1977, will be subject to the bidding regulations as provided in Section 3 of this Article.

It is understood that only the hours worked forward from June 1, 1984, will apply to the employee's eligibility for benefits as provided in the Collective Bargaining Agreement for part-time employees.

If a successful bidder leaves her job for any reason within three (3) months from the time the first successful bidder on the vacancy reported to the job, the vacancy will be filled by an active employee who has recall (as specified under Section 32 of this Article, Memorandum of Agreement Employment Options for Laid-Off Employees; C-1 Full Time Replacement and Memorandum of Understanding dated 6-2-83), to that classification. If there are no employees with recall the vacancy will be filled from the remaining bidders on the original bid. If there are no remaining bidders on the original bid, the vacancy will be filled according to Section 26 of this Article. Supervisor of Labor Relations shall send, within thirty (30) days of filling, to the Recording Secretary of the Local notification of subsequent successful bidder on a bid that was previously filled and the successful bidder left within three (3) months.

14. Temporary vacancies in excess of thirty (30) days which are occasioned by vacations, sick leave or leaves of absence, including those granted under Article XVII, Section 7 and Section 8 hereof shall be known as "conditional vacancies". Subsequent temporary vacancies which result from the original local posting shall be known as "contingent vacancies". Locations specified in "A", "B" and "C" are defined in Section 17 of this Article.

- A. Conditional vacancies shall be posted locally at the location or department where the vacancy exists. Such vacancies shall be posted on all Union bulletin boards at that location for five (5) working days. An eligible employee must advise her supervisor of her interest in the vacancy.
- B. Contingent vacancies which result from the original local posting will be filled on a seniority basis from within the location.
- C. A conditional or contingent vacancy in Grade 3 or above which remains unfilled after it has been posted at a district office or a district operating headquarters shall then be posted at the other location within the same district.

- D. Vacancies that occur as a result of the employee on a conditional or contingent vacancy leaving it for any reason shall continue to be filled in the foregoing manner, provided that the vacancy will be available to the successful bidder for a minimum of thirty (30) calendar days.
 - E. The successful bidder as well as any others who may have changed jobs as a result of the conditional vacancy will be required to move back to her former job with all previous rights in the event the employee who created the initial vacancy returns or in the event the successful bidder fails to show the aptitudes and abilities to qualify for the Duties of the job as set by the Job Description.
 - F. Should the employee who created the initial vacancy not return, the vacancy will then be advertised in accordance with Section 13 of this Article.
 - G. The successful bidder on a conditional or contingent vacancy from another location shall not be eligible to bid on other conditional or contingent vacancies at the new location, and shall return to her former classification upon termination of the vacancy on which she bid.
 - H. Any conditional or contingent vacancy which is posted for bidding, or any vacancy resulting from such conditional or contingent vacancy shall be filled by an employee whose regular primary classification is in a lower pay grade. First consideration will be given to the senior employee who has accepted, or who has requested in writing and is available for, training to provide relief for the classification in which the vacancy exists. An employee will not be deemed to be unavailable because of job assignments made by the Company. An employee in the same or a higher pay grade shall not be eligible for such vacancy.
15. An employee who is in progression but has not attained the job on which she bid shall not be eligible for any conditional or contingent vacancy, regardless of seniority.

16. Any conditional, contingent, or temporary vacancies in this bargaining unit shall be filled by an employee from this bargaining unit.

17. A location, as used in this Article, is defined as one of the following:

A. District Office and District Operating Headquarters, including all departments at both locations.

B. Southlake Complex, Merrillville, Indiana. Each department will be treated as a separate location.

C. Locations:

1. Bailly Generating Station
2. Construction Department
3. Gas Operations Gary Central Gas Meter Shop
4. Gas Operations LNG Plant, La Porte
5. Gas Operations Royal Center
6. Michigan City Generating Station
7. R. M. Schahfer Generating Station
8. General Material Services/Central Stores, Valparaiso Servicenter
9. Training Center (HPIC), La Porte
10. Transportation Center, Gary
11. Sugar Creek Generating Station
12. Billing Center, La Porte

18. When a part-time vacancy occurs, notice of such vacancy shall be prepared and posted in accordance with Article VI, Section 13.

A full-time employee who accepts such part-time position shall forfeit all full-time seniority rights and benefits and must be available for work and able to conform to the standards set forth for the job in question.

A laid-off employee with recall rights shall have priority over active full-time employees and will not forfeit recall or seniority. The successful bidder's recall and seniority will not be extended beyond the regular period as a result of becoming a part-time employee as per Article VI, Section 34.

If said employee withdraws from this part-time position, she will have no rights for re-employment.

Temporary work force employees are not eligible to bid on part-time vacancies. If she is interested in obtaining a part-time position, she shall submit a letter to Labor Relations and a copy to the office of the Local Union. A letter shall be submitted for each vacancy indicating the vacancy number.

In the event that the employee is displaced from her job or if her job is eliminated, she will be provided the opportunity of working in the temporary work force without loss of the earned part-time hours which apply to Article VI, Section 13.

19. Except as otherwise provided in this Article, an employee shall be selected for the vacancy from those who bid for the vacancy in accordance with the definition of seniority as defined in Section 1 of this Article, or Article VI, Section 1, of the Agreement with Local Union 12775, provided she has the qualifications set for the job by the Job Description and has the aptitudes and abilities to qualify for the Duties of the job as set by the Job Description within a reasonable length of time.

If there are one or more bids on the vacancy, the Company shall reach a decision and notify all bidders as to the reason for the decision within thirty (30) calendar days.

A bidder shall immediately accept or reject the bid after being notified she is a successful bidder.

A successful bidder shall not be required to report to her new job less than forty-eight (48) hours after acceptance, but no later than ten (10) days (Saturdays, Sundays, and Holidays excluded) after being notified that she is the successful bidder. If an employee is not able to report to her new job within the ten (10) day period, it shall not be considered that her bid has been withdrawn, but she will not be eligible to fill that vacancy. In the case of an anticipated vacancy, the successful bidder shall assume the vacancy as soon as it occurs and, if necessary, be placed in training ahead of the occurrence of the vacancy. If no bidder qualifies, or if no bids are received, the Company shall otherwise fill the vacancy.

The names and seniority dates of the successful bidders, together with the vacancy number and the classification, shall be posted on the last day of each month on the Union bulletin boards, and a copy shall be sent to the Union office.

20. The required function of the Supervisor in the bidding procedure is specifically limited to the provisions of Section 13 above. The Supervisor shall not volunteer encouragement or discouragement to the employee in the matter of bidding, nor offer unsolicited opinions or advice. She may direct the attention of an employee to posted vacancies.

21. When an employee is a successful bidder into a higher classification in another department, or outside the line of progression within a department, she shall enter that department at the classification for which she can qualify immediately. She shall be allowed a training period of a maximum of fifty percent (50%) of the total of the experience requirement, as indicated in the Job Description, between the classification on which she immediately qualified and that on which she bid.

- A. The majority of the training time should be spent on those classifications closest in the line of progression to the job on which the employee bid. However, in no case shall the training time on a classification exceed the experience requirement as indicated in the Job Description.

Progression charts are included in the Job Description Manuals.

An employee who bids into a classification having a line of progression and who has six (6) or more months of seniority shall not be retained on a classification in Pay Grade One for more than two (2) days. An employee in training should not normally be used as relief below the classification on which she is training.

- B. The employee's rate during this training period will be predicated on her previous permanent rate. She will receive that step rate in each lower classification for which she is qualifying which is nearest to her previous

permanent rate. When her previous permanent rate is less than a step rate in the next classification for which she is qualifying, she shall receive the rate next above her previous permanent rate.

When the employee reaches the job on which she bid, she shall receive that step rate which is equal to her previous permanent rate. Should there be no identical step rate in this classification, she shall receive that step which is next above her previous permanent rate.

- C. If the employee fails to qualify in any of the classifications during her training progression within the prescribed period, she shall return to her last qualified job or entry job with all previous rights.

Other employees who have changed jobs as a result of the original vacancy shall return to their former jobs with all previous rights.

With respect to this Article, an employee shall be considered "qualified" on classifications in Pay Grades 1 through 4 after three (3) months, and on other classifications after six (6) months of satisfactory performance in any step rate of the job on which she bid. This new classification will then become the employee's "regular job."

- 22. A. An employee who is a successful bidder, who has not qualified in that classification for which she bid, may withdraw from her bid and return to her last qualified job by submitting a written notice to her Supervisor within the first thirty (30) calendar days after she reports either (i) in that classification for which she bid or (ii) in another classification in that line of progression for purposes of training for the bid classification. If the employee so withdraws, or if she is disqualified by the Company within such thirty (30) calendar days, she shall be prohibited from again bidding into that same classification, or into higher classifications in the same line of progression, in either bargaining unit, for six (6) months after the date she returns to her last qualified job. Employees affected

by the withdrawal or disqualification shall return to their former jobs.

- B. An employee who is a successful bidder, who has not qualified in that classification for which she bid, may withdraw from her bid and return to her last qualified job, by submitting a written notice to her Supervisor, even though she has remained for more than thirty (30) calendar days after she reports either (i) in that classification for which she bid or (ii) in another classification in that line of progression for purposes of training for the bid classification. If the employee so withdraws, or if she is disqualified by the Company after such thirty (30) calendar days, she shall be prohibited from bidding on any vacancies in any classification, in either bargaining unit, for six (6) months after the date she returns to her last qualified job. Employees affected by the withdrawal or disqualification shall return to their former jobs.
- C. An employee who withdraws and/or is disqualified by the Company from any two (2) classifications in a twelve (12) month period shall be prohibited from bidding on any vacancy in any classification, in either bargaining unit, for one (1) year after the date of her second withdrawal or disqualification.
- D. An employee who is the successful bidder on but rejects at least four (4) vacancies, in either bargaining unit, within a period of twelve (12) consecutive months, shall be prohibited from bidding on any other vacancy, in either bargaining unit, for one (1) year after the date she rejects the most recent vacancy on which she was the successful bidder.
- E. An employee will be limited to accepting a new job through bidding up to two (2) times in any twelve (12) consecutive months. It will be considered a new job when an employee reports to a new supervisor or department head. An employee will not be considered for any subsequent bids for twelve (12) months following her report date to the second accepted bid. It will not be considered having reported if the employee is subsequently forced to return to her last job through no fault of her own.

- F. The Company shall complete the Disqualification or Withdrawal form, attached as Exhibit 1, in all instances covered by paragraphs A, B, C and D of this Section 22, and shall send a copy thereof to the Union.

23. An employee who bids into a classification in the same or a lower Pay Grade shall be subject to all the rules governing the training

for the classification on which she successfully bids. Upon successfully completing her training she will enter her new classification at that step of the classification which she had immediately prior to her becoming the successful bidder.

24. A non-incumbent employee who bids or bumps into a classification in the same or a lower Pay Grade shall be subject to all the rules governing the training for the classification. She will enter her new classification at that step of the classification which is closest to, but not greater than her previous rate.

25. When an employee bids on a vacancy and the Supervisor thereafter requests the bidder to come in for an interview, the employee shall receive her wages for the time that such interview overlaps her regular work schedule, and also shall be reimbursed any actual travel expenses.

26. If a job is posted and no one bids, or none of the bidders is qualified, and the Company does not fill the vacancy otherwise within forty-five (45) days, measured from the last day there was a valid bidder to be considered, and then thereafter wants to fill it, the vacancy is to be reposted one additional time. If, after being posted for the second time, no one bids, or none of the bidders is qualified, it will not be posted again.

27. When a vacancy occurs under the terms of Section 13 of this Article and the Company elects not to fill the vacancy, notice thereof shall be mailed to each of the Grievance Committee members of the Local Union, the Recording Secretary and to the Local Union Office of the United Steelworkers of America, not later than the fourth (4th) working day following the occurrence of such vacancy (Saturdays, Sundays, and Holidays excluded).

28. The Company will not decrease the number of employees in the Central Cash Department unless technological equipment assumes the work of these employee and changes justify a reduction.

The Mail Processing Cash Clerks in the Central Cash Department may provide temporary relief in lateral or lower classifications in other departments at Southlake Complex after all full-time employees in the department in which the Mail Processing Cash Clerks are providing relief have been upgraded, if a vacancy exists. The intent of this relief provision is not to replace full-time and part-time employees.

29. An employee filling a vacancy temporarily until bids are received and who bids on the vacancy herself shall, in the consideration of skill and ability to perform the job, receive no credit for skill or ability developed while serving until bids are received.

30. Any employee who fails to submit a bid for a particular vacancy advertised according to the terms of this Article shall thereby waive any right to bid on that particular vacancy and the bidding shall not be extended or re-opened because of such failure to bid.

31. When an employee who is incumbent for any reason moves by transfer or through a bid to another job in a higher Pay Grade in this bargaining unit, she shall be subject to all the rules governing training for the classification, and her rate after the move shall be either her incumbent rate or the next higher step rate of the new job, whichever is the higher.

- A. An employee in this bargaining unit who is incumbent as a result of job evaluation who transfers at her request or bids into a job in the same or lower Pay Grade in this bargaining unit shall receive the final step rate of the new job.
- B. An employee in this bargaining unit whose rate becomes incumbent by Section 11 of this Article may bid horizontally or to a lower-rated job in this bargaining unit than that to which she bumped, one time only and maintain her incumbent rate.

If thereafter she fails to satisfactorily perform on the new job or is dissatisfied with it, she may be returned within sixty (60) days to her former job at her incumbent rate.

32. When recall occurs, no new employee shall be hired until all eligible employees laid off without severance pay have been recalled, provided that such employees laid off are available for work and can perform the job in question to conform to the standards set for it by the Job Description and report for work within ninety-six (96) hours after notification through the United States mail, addressed to the address last given to the Company by the employee, and a copy of said notice given to the Recording Secretary of Local 13796 at the same time the notice is sent to the employee. Failure of an employee so notified to report to work, or to supply a satisfactory reason for not doing so within the time limits prescribed shall be deemed abandonment of employment by the said employee. If an employee carries an incumbent rate at the time of her layoff and is recalled in the same classification, she shall retain her incumbent rate when recalled.

In all instances when a vacancy occurs and is not filled by recall of an active displaced employee, it shall be bid per Section 13 of this Article. Laid-off employees will be provided the opportunity to bid.

If a vacancy remains unfilled, Section 32 of this Article shall apply and the senior laid-off employee shall be offered recall. The maximum period for which a laid-off employee shall be eligible for re-employment will remain as specified in Section 34 of this Article.

When a job vacancy is to be filled by recall:

Recall will be provided to the senior active employee with recall to the same classification at the location from which the employee was displaced.

Failure to accept recall will result in forfeiture of incumbency status.

An employee shall retain her right of recall to her regular classification at the location from which she was first displaced.

33. The seniority of an employee shall be considered broken when:
- A. The employee resigns from the Company's employ;
 - B. The employee is discharged for just cause;
 - C. The employee is laid off, in which case Section 34 or Section 37 of this Article shall govern;
 - D. The employee accepts severance pay as described herein.

34. An employee who is laid off and, thereafter, returns to a position in this bargaining unit shall return with complete loss of seniority unless such return occurs as follows: For those having less than five (5) years' seniority on the date of leaving the bargaining unit, seniority shall be continuous if the employee returns to the bargaining unit within one (1) year; for those having at least five (5) years' but less than ten (10) years' seniority on the date of leaving the bargaining unit, seniority shall be continuous if the employee returns to the bargaining unit within two (2) years; and, for all others, seniority shall be continuous if the employee returns to the bargaining unit within three (3) years.

An employee who transfers to a Supervisory, Professional, or Exempt position shall not have the right to return to the bargaining unit.

35. If the plant, district or department is closed or consolidated, the employees shall be assigned by seniority to the same classification at a location within a radius of twenty-five (25) miles of the employee's headquarters or residence whichever is closest to the new location provided a vacancy exists. These employees shall not be considered incumbent. These offerings will be by seniority, giving the senior employees the option to accept or refuse the assignment with the junior employee having to accept the twenty-five (25) mile assignment. All employees not accepting the assignment will be granted job appropriation pursuant to the current contract provisions. Should simultaneous vacancies occur, the employees shall have their choice.

36. Effective no later than 1/1/2015, Part-time employees shall participate in all of the seniority benefits provided in this Article

37. If an employee is laid off she may, at the time of layoff, elect to take severance pay in lieu of retaining her re-employment rights and seniority. Effective June 1, 1995, the employee shall be eligible for such an election only if the layoff is caused through no fault of her own. Such severance pay shall be computed at one (1) week's wages at the employee's regular base rate and normal scheduled hours for each full year of seniority. The employee may also have the right of electing to take a layoff with recall rights, or of bumping to another job. (See Memorandum of Agreement-Employment Options for Laid Off Employees reprinted at back of this Agreement.)

38. During the term of the Agreement, no regular full-time employee having five (5) or more years of full-time service shall be laid off due to termination of her job or suspension thereof. This section does not apply to disciplinary or discharge action arising out of the employee's conduct. The Company reserves the right to assign those employees who are unable to appropriate another job to alternate work assignments.

39. The Company shall provide the Union semi-annual reports listing all clerical employees who have recall, their classifications and district/location.