

## **ARTICLE XVII**

### **General Working Conditions**

1. Supervisors shall not normally perform the work covered by the Job Descriptions of this bargaining unit except for purposes of training an employee or checking the work.

2. Two (2) fifteen (15) minute rest periods each day worked shall be granted with pay to each employee except those doing field work. The first such rest period shall be taken prior to the normal lunch period and the second shall be taken after the normal lunch period, at such times as to minimize the effect on the work. Tardiness in returning from the rest period shall result in adjustment according to Article XI, Section 13.

Two (2) fifteen (15) minute rest periods and one (1) 30 minute rest period for 12-hour workers shall be granted with pay to each employee working the 12-hour shift. Each rest period is to be taken separately.

Part-time employees who work six (6) or more hours in one (1) day shall receive two (2) breaks – one (1) break in the first half of the day, and the other in the second half of the day. Part-time employees who work less than six (6) hours will receive one (1) break.

Breaks on overtime will be administered the same for both full-time and part-time employees.

3. When an employee is absent from work while performing compulsory jury service, or is appearing as a witness to a coroner's jury or inquest as a result of a subpoena served because the employee witnessed the accident during working hours, such absence will be granted without loss of base pay at the regular hourly rate.

Any employees who are scheduled to work the evening and night shifts on days they are also scheduled to perform court service according to this Section may be absent from work during their regular scheduled shift for that day and will be granted base pay at their regular hourly rate plus the applicable shift premium.

A regular full-time employee who is subpoenaed to appear as a witness in a case in which they are not a party shall be excused to be in attendance and will be paid one half (1/2) their regular base rate.

Payments in connection with this Section will be made only if the employee presents evidence to her supervisor indicating that she has been called for the court service as indicated in her request to be absent from work.

4. Time off without loss of base pay in connection with the funeral of those relatives named below shall be granted full-time employees having at least six (6) months of seniority, with such time off being allowed between the time of death to and including the day following the funeral, as follows. If notice of the death is received by the employee while at work, the time for the day will be considered as an excused absence with pay and will not be counted as funeral leave.

- A. A maximum of five (5) regularly scheduled workdays following the death of the employee's spouse including same sex domestic partner, child or stepchild (includes the child of a same sex domestic partner).
- B. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, step-child, brother, sister, half-brother, half-sister, foster child or foster parent.
- C. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother, step-sister, son-in-law or daughter-in-law.
- D. When an employee is on vacation and the death of any of the above relatives occurs whereas provisions for base wages are otherwise made under this Article, the employee may extend her vacation period to include the number of days allotted.
- E. If the day following the funeral falls on Saturday or Sunday, then the Monday following the funeral will be allowed off.
- F. If the day following the funeral falls on a scheduled day off, the next scheduled work day will be allowed off.
- G. Part-time Funeral Leave

Time off for part-time employees in connection with the funeral of those relatives named below, if properly documented and reported to the employee's supervisor, will be considered excused.

1. A maximum of five (5) regularly scheduled workdays following the death of the employee's wife, husband or child.
2. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, step-child, brother, sister, half-brother, half-sister, foster child or foster parent.
3. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother, step-sister, son-in-law or daughter-in-law.

Part-time employees shall not receive their base pay during time off in connection with the funeral of a relative.

5. During the term of this Agreement, the Company will pay:
  - (i) base wages for employees designated by the Union while serving as authorized members of a Union Negotiating Committee in general negotiations;
  - (ii) base wages for employees designated by the Union while attending the three (3) safety meetings referred to in Article XVIII, Section 4;
  - (iii) base wages for employees designated by the Union while attending the Company-Union Civil Rights committee quarterly meetings referred to in Article XVII, Section 10;
  - (iv) base wages for employees designated by the Union while attending meetings of the joint Company-Union Committee on Alcoholism and Drug Abuse referred to in Article XVIII, Section 9;

- (v) base wages for employees designated by the Union while performing authorized Company-Union business. The Union is to notify the Manager of Labor Relations of the Union representative(s) hours to be charged;
- (vi) base wages for employees designated by the Union while attending meetings of the Company-Union Committee on Automation and Technological Change referred to in Article XVIII, Section 10;

until the aggregate of such payments total, but does not exceed, seven thousand five hundred (7,500) hours for the term of the contract. Charges exceeding this total will not be paid by the Company but the annual earnings, for pension purposes, of employees serving as authorized members of a Union Negotiating Committee in 2019 shall not be reduced due to the fact that such employees serve after the total of seven thousand five hundred (7,500) hours has been charged off. The foregoing hours are for the term of this Agreement, June 1, 2014 through May 31, 2019. Any unused hours from the 2009 Agreement will be carried over to the 2014 Agreement. Such unused hours must be charged before June 1, 2015.

In the event the maximum hours for the term of the contract have been charged off, the Company will continue to pay a maximum of three (3) authorized members of the Union Negotiating Committee for any regular scheduled hours those members spend in Company-Union Negotiation meetings.

6. A leave of absence not exceeding thirty (30) days for any valid reason other than sickness or injury shall be granted an employee having six (6) months or more of seniority in this bargaining unit, provided application is made at least seven (7) days prior to the start of such leave. Leaves in excess of thirty (30) days other than those granted when sick leave expires or for military service shall be submitted through the Union and shall be subject to approval of the Company.

7. Leaves of absence for disability due to sickness or injury, including disability due to pregnancy and childbirth or related medical conditions, for any period beyond the period for which sick leave benefits are payable under Sections 2, 3 and 4 of Article XIV, will be

granted only on the basis of a valid statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant that the employee continues to be temporarily disabled and unable to return to work. If the leave of absence exceeds one (1) month, the Company shall have the right to request periodically a doctor's statement certifying that the employee continues to be temporarily disabled and unable to return to work. Any dispute regarding the employee's continued disability or inability to return to work shall be resolved pursuant to the provisions of Section 14 of Article XIV. Upon return to work, the employee shall have the right to resume the regular classification she held at the time the leave was granted. Failure to return from such leave shall constitute termination of service by resignation as of the last day of active employment.

An employee who has completed their probationary period but who does not have six (6) months of seniority may request a leave of absence not to exceed seven (7) calendar days if the employee becomes disabled as a result of an illness or injury and substantiates such disability on the appropriate doctor's certification form.

The employee granted such physical leave of absence will not be entitled to an additional leave of absence or any sick leave benefits until such time that the employee returns unrestricted to active full-time employment.

8. A leave of absence for the purpose of adopting a child will be granted an employee who has attained at least six (6) months seniority in this bargaining unit. The duration of the leave, not to exceed six (6) months, for adoption will be determined by the requirements set by the agency through which the adoption is being handled.

The employee shall meet the following requirements:

- A. Notify the Company in writing at least seven (7) days prior to the start of the leave of absence.
- B. Provide documentation concerning the requirements of the adoption agency and forward to the Manager of Labor Relations.

- C. Agree to Company verification of the agency's requirements for the pending adoption through the Labor Relations Department.

Employees who are placed on adoption leave of absence shall be eligible to continue their medical and life insurance coverage for the duration of the leave. The employee shall pay the full premium for such coverage.

- 9. The Company and the Union recognize that good customer relations are vital to the successful operation of the Company. This is particularly true since the Company is a public utility which receives its "right to serve" from the people.

The Company supervision at all levels, including exempt employees, and employees in the clerical bargaining unit, realize that politeness, courtesy, tact, attitude toward and conduct with customers--either in person or by telephone--can materially affect the good will of the Company.

Company supervision shall recognize their responsibility to instruct, advise, and guide employees in these essentials when dealing with customers, and supervision shall be available at all times to assist employees in unusual and trying situations.

The Union recognizes that employee personalities vary and that employees holding jobs requiring customer contact must have the personality qualifications needed to perform the job.

- 10. All disputes and controversies arising under or in connection with the terms or provisions hereof that pertain to civil rights, shall be subject to the civil rights procedure hereinafter set forth:

A joint Company-Union Civil Rights Committee shall be established to discuss civil rights matters that have been processed through the Local Union Screening Committee.

The Local Union representatives will include the President, Chairman of the Grievance Committee, and two (2) representatives from the Local Union Civil Rights Committee.

This committee should be composed of members of both Local Union 12775 and Local Union 13796.

The Company representatives will include the Company's Affirmative Action Representative and three (3) other Company members.

This committee will meet quarterly throughout the calendar year at a mutually agreed-upon location.

Prior to such meeting, the Company and the Union will submit to the other an agenda of the items to be discussed, if available.

Minutes of the meetings will be prepared jointly by the Union and the Company prior to submission to the Union International Civil Rights Department.

11. The practices with respect to outside work in inclement weather shall continue as in the past.

12. Wherever the words "she" or "her" are used in this Agreement, such shall be interpreted to reflect male or female employees.

13. The Company shall prepare and post on the Union bulletin boards a seniority list by departments as of December 15 and June 15 of each year. If an employee has different seniority dates for bidding, bumping and vacations than she has for Company seniority, all the dates shall be listed. The list shall remain posted until new postings are made. Such lists shall be posted not later than January 2, and July 1.

14. The Company shall furnish to the office of the United Steelworkers and the office of the Financial Secretary computer print-out lists that are available that will provide a list of the home addresses, social security numbers, seniority dates, job classifications and ages of all employees in the bargaining unit as of January 1 of each year.

15. At the close of each month the Company shall prepare and post on Union bulletin boards, on a local basis in the districts and departments, a list showing permanent changes in classification of

employees whose classifications are contained in this Agreement which do not occur through the bidding procedure prescribed in Section 13 of Article VI and temporary changes in effect for more than three (3) weeks which are not occasioned by the vacation, sick leave, compensable absence or leave of absence of employees whose classifications are contained in this Agreement.

16. The Company and Union have mutually agreed to a program for payroll deductions for the purchase of individual retirement account certificates.

17. The Company will provide mailing labels to the Local Union office on a quarterly basis for all clerical employees. These labels will only be used for the dissemination of information for general union use.

18. The Company shall make an earnest effort to provide office space for the sole and private use of Local 13796 in one of the Company-owned buildings.

19. Participation in the negotiated 401K Program, shall be subject to all applicable legal, administrative and eligibility requirements governing the 401K Program which may be in effect from time to time.

20. New hires 1/1/2015 and after, will be automatically enrolled into the 401(K) plan at six (6) percent pre-tax contribution if they do not actively enroll or decline within thirty (30) days of hire. Pyramis Core Life Cycle Funds will be the default election. They can elect out of auto-enrollment by changing contribution percentage to 0%, or calling Plan Administrator to opt out of plan participation.