

Collective Bargaining Agreement

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NW Natural[®]



Effective: June 1, 2024 – May 31, 2028

**2024 Collective Bargaining Agreement
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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT, hereinafter called “Agreement,” is entered into on June 1, 2024, between NORTHWEST NATURAL GAS COMPANY, a corporation, its successors or assigns, hereinafter called “the Company” or “the Employer,” and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, AFL-CIO, hereinafter called “the Union,” collectively referred to as “the parties,” to promote a balance between the needs of the employees and those of the Employer while fostering an environment of mutual respect and cooperation.

COLLABORATIVE MISSION STATEMENT

The Union and the Company will work together to:

- Achieve collaborative and transparent relationships at all levels of the organization;
- Resolve concerns at the lowest level possible;
- Foster an environment in which employees are valued and supported in their development, engagement and success; and
- Promote NW Natural’s core values and continued success.

ARTICLE 1
GUARANTEES AND FLEXIBILITY

Section 1.1 Introduction

To support our ability to acquire and serve customers, and to outperform our competitors, thereby promoting employment security and enhancing job opportunities, the parties share responsibility for developing and rewarding a flexible and skilled work force. To successfully compete requires the ability to quickly adjust our products, services and processes.

Section 1.2 Flexibility

The parties agree that during the term of this Agreement, the Company has the flexibility to redesign and change its business operations, the work and the workforce. In exchange, the Company agrees that certain employees shall have Employment Security and Pay Guarantees, as defined in Section 1.4 and Section 1.5 of this Article.

Section 1.3 Involvement

It is the Company's right and responsibility to make business decisions, including such matters as redesigns, changes in business operations, the work and workforce. The Company acknowledges its obligation to bargain employee impacts with the Union.

The Company will meet quarterly with Union Representative to review the number of contractor personnel working, the type of work performed, and the current and projected workload to discuss the feasibility of increasing the bargaining unit work force or using overtime when practical and economical as an alternative.

Section 1.4 Employment Security

- 1.4.1 The parties agree that during the term of this Agreement there will be no layoff of any regular employee whose current period of employment was on or before May 31, 2023. Probationary and Term Employees are not eligible for employment security.
- 1.4.2 Employees without employment security are subject to layoff for any reason. However, the Company will not contract work to others that would cause employees with employment security to be laid off. The Company will eliminate individual, third-party contract workers, and temporary and Term employees who are performing the same bargaining unit duties in the impacted location and workgroup prior to laying off full or part-time employees. This excludes elimination of contract workers doing non-routine work that customarily uses contractors. Non-routine work performed by contractors will be reviewed by the parties to determine if regular employees can perform the work before laying off full or part-time employees.
- 1.4.3 The Company agrees to meet with the Union if it is considering laying off bargaining unit employees for any reason.

Section 1.5 Pay Guarantee

Pay for regular employees in jobs that are affected by work redesign, regional lack of work, or certain disability situations, will be guaranteed at no less than their current rate of pay, as provided for in Section 11.4 within this Agreement.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Application and Coverage

2.1.1 Definition of Bargaining Unit

This Agreement applies to and covers NW Natural Gas Company individuals who are employed in the jobs shown in the Job Titles by Group list of this Agreement. The terms of this Agreement do not extend to any NW Natural affiliate.

2.1.1.1 It is not the intent to have Supervisors perform the job duties of bargaining unit employees except in circumstances such as training, testing, inspection(s)/QA, a threat to public safety or emergency (e.g., inclement weather, volcanic eruption, earthquake, hazardous material release, or other natural or man-made disaster or employee absenteeism; excluding scheduled PTO), or in occasional circumstances where needed to support the continuity of local business operations.

2.1.1.2 The Parties agree to a standard process by which all new jobs will be evaluated for inclusion in the bargaining unit.

- This process applies to newly created jobs that do not exist at the Company as of June 1, 2024. This does not apply to the creation of additional numbers of existing jobs (or positions). The Parties will consider the definitions which describe inclusion as a bargaining unit position in the National Labor Relations Act (NLRA) found on the website www.nlr.gov.
- New jobs at these levels are excluded from possible inclusion in the Bargaining Unit: Executives, Directors, Managers, and Supervisors with direct reports as well as jobs that require advanced formal education (e.g., Financial Analysts, Attorneys, Human Resource Professionals). New jobs involving a high level of confidentiality will be excluded from consideration. Company-sensitive strategic, financial, and working with private individual employee data are examples of types of confidentiality.
- The Company will meet with the Union to review its analysis of the new jobs and to obtain the Union's input following the requirements of

2.1.1.2 of this agreement. However, it is ultimately the Company who will make the decision as to whether the new jobs should be included in the bargaining unit and will inform the Union of the final decision. If the Union disagrees with the Company's decision, they may pursue any avenue already available.

2.1.2 Employee and Other Worker Definitions

2.1.2.1 Employee

An employee is a common-law employee of the Employer whose job is within the bargaining unit as defined in 2.1.1 to this Article.

2.1.2.2 Regular Employee

A regular employee is an employee who is employed by the Employer to work on a full or part-time basis.

- A Full-Time regular employee is a regular employee who is employed by the Employer to work an average of forty (40) or more hours per work week.
- A Part-Time regular employee is a regular employee who is employed by the Employer to fill a continuing work requirement that averages less than forty (40) hours per work week.
- A Job-Share employee is a part-time regular employee who is employed by the Employer to share the responsibilities of one (1) full-time position with one (1) other job-share employee.
 - The incumbent in a job-share position will have a share of a full-time position determined by Management to be appropriate for a job-share arrangement.
 - Both job-share employees must meet the bidding and performance qualifications for the shared position.
 - Work schedules will be agreed to between the job-share employees and will be subject to approval by the workgroup Supervisor.
 - When a job-share vacancy occurs, the position will be first posted as a job-share arrangement. If the job-share vacancy cannot be filled from the posting, then the remaining incumbent will be offered a full-time position. If that is refused, a full-time position will

be posted. The remaining incumbent will then be placed into redeployment.

2.1.2.3 **Probationary Employee**

A Probationary Employee is a newly hired or rehired employee in their first year of employment (three hundred and sixty-five [365] calendar days) with the Company. Probationary employees who are regular employees retain all rights and benefits of regular employees under the Collective Bargaining Agreement; except as limited in 4.3.2 and Section 20.1 within this Agreement.

Probationary employees who are term employees retain only the rights and benefits provided to term employees.

If a probationary employee uses protected leave for thirty (30) calendar days or more, the Company may exercise its sole discretion to extend the employee's probationary period by the same number of calendar days.

2.1.2.4 **Term Employee**

A Term Employee is an employee engaged for a limited duration to complete a special project as specifically defined in their Term Employment Agreement. An Intern is a type of employee hired for a limited duration to work in a structured internship program as a BU Term Employee as specifically defined in their Term Employee Agreement. Term employees have only those benefits and rights expressly defined in their Term Employment Agreement.

- The Company will not hire Term employees for the purpose of replacing or restricting the hiring of regular employees for ongoing work. The Company will ensure that Term positions do not limit the advancement opportunities of regular employees. Unless mutually agreed by the LMC Co-Chairs, the duration of a Term position shall not exceed twelve (12) months.
- Term employees do not have regular employee bidding rights. When seeking a regular position, term employees will be considered as external applicants and will be required to complete the full external bargaining unit selection process even if they are seeking a position involving the same type of work as that done while a Term employee.
- Term employees shall be provided the benefits of regular employees only as defined in the Term Employee Agreement.

2.1.2.5 Temporary Worker

A temporary worker is an external agency worker engaged for an assignment lasting for one hundred and eighty (180) or fewer calendar days. Temporary workers are not employees of the Company and do not have Union membership rights or employee benefits. Any extension of a temporary worker on the same assignment beyond one hundred and eighty (180) calendar days requires the mutual agreement of the Parties. The Company may not rotate temporary employees into the position or assignment where there is a need to create a regular position and hire a regular employee.

Any person working in a position covered by this Agreement as a temporary worker must obtain a working permit from the Union after each thirty (30) days worked.

2.1.3 Union Security and Recognition

The Company recognizes the Union as the exclusive bargaining agent for all employees who are classified by the Company in the Job Titles (Schedule A) covered by this Agreement.

2.1.4 Union Membership Requirements

It shall be a condition of employment that all employees covered by this document shall pay dues to OPEIU Local 11, and all new employees shall, on the last calendar day of the month following the beginning of such employment, begin payment of dues and such initiation fee as is customary to the Union.

Upon receipt of a written request signed by an employee, the Company will deduct and remit to the Union dues and other fees from the pay of the employee once in each month and an accounting for such deductions. Such form will be provided by the Union.

In case any Employee shall fail to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership (which payment of fees and dues shall be a condition of continued employment), the Union will notify the executives responsible for labor relations. A Company representative will then notify the delinquent employee in writing by the end of their next workday that, unless the executives responsible for labor relations receive from the Union office notification of the employee's tender of required dues, the employee will be terminated within the next ten (10) working days.

Section 2.2 Management Rights

The Company retains all rights to manage its business and direct its work force, except as those rights are limited by the express and specific language of this Agreement. The Company's rights include, but are not limited to, the right and flexibility to redesign and change its business operations, the work and the workforce; determine the number and nature of positions needed across the Company and by work location; protect and preserve Company property; open and close work locations; contract work*; set schedules; assign and direct work; define work duties, including duties performed within any job description or job family; implement and utilize existing and new automation and technologies; and require that work be performed, including overtime.

*It is the intent and preference of the Company to use women and minority-owned contractors as well as utilize Union contractors whenever practical.

Job descriptions will be maintained for all jobs and positions in the bargaining unit. The Company has the right to change and create jobs and position descriptions. If requested by the Union, the Parties will meet to discuss and determine the impacts to the bargaining unit.

Management's right to contract work out is further described in Section 1.4 within this Agreement. While it is Management's right and responsibility to make business decisions, it is agreed that the Company will discuss the impact of the Company's decision on employees as described in Section 1.3 within this Agreement.

Section 2.3 No Strike, No Lockout

There shall be no strike, work stoppage, work slowdown, sympathy strike, lockout, or other interruption of work during the life of this Agreement. The Union shall take every reasonable means within its power to prevent such occurrences and induce employees engaged in or supporting any such prohibited conduct to cease such activity.

Any member of OPEIU Local 11 employed by the Company who recognizes a lawful primary picket line sanctioned by OPEIU Local 11 shall not be disciplined for recognizing that picket line, notwithstanding the provisions of this Article, provided that such employee shall have no greater rights under law or contract than does a striking employee.

Section 2.4 Union Member Time Off

The Union's Stewards shall be allowed time off with pay to investigate and present issues/grievances as necessary to fulfill their duty of fair representation. Whenever possible, such time shall be scheduled in advance with the Steward's Supervisor to minimize the impact on business operations.

The Parties shall meet with the Union Stewards and Management representatives after the ratification of this Agreement to provide joint training on all modifications of this Agreement.

Upon written request from the Union, members shall be given short-term leaves of absence to transact Union business and be paid by the Union. An employee covered by this Agreement who is elected, appointed or hired to an office in the Union requiring a long-term leave of absence from the Company, shall, upon two (2) weeks' written notice, be granted a voluntary leave of absence without pay not to exceed two (2) years.

Section 2.5 Union Bulletin Boards

The Company will make available space on its bulletin boards for the posting of Union notices and bulletins.

Section 2.6 Compliance with Laws Governing the Workplace

The Union shares the Company's commitment to maintaining a business in compliance with all applicable laws governing the workplace, ensuring an environment free from discrimination, harassment or retaliation and supporting business and workplace decisions promoting diversity.

The Company agrees not to discriminate or retaliate against any member of the Union for their activity on behalf of or because of membership in the Union.

The Company promptly investigates and addresses complaints regarding discrimination, retaliation, or harassment. The Union recognizes the importance of the prompt and effective investigation and resolution of such complaints and will support and cooperate with the Company in the Company's investigation and resolution of such complaints.

Section 2.7 Modifications and Agreements

- 2.7.1 The Parties with mutual agreement have the right to renegotiate the Agreement in the event there are external events or significant business changes which in the opinion of either party require renegotiation of the Agreement. Amendments to this Agreement are made by a Memorandum of Agreement (MOA), must be in writing, agreed to, and signed by both parties.

The language described above does not have the intention of opening the entire Collective Bargaining Agreement for negotiations.

- 2.7.2 Interpretations regarding this Agreement are outlined and assigned at the direction of the LMC Co-Chairs. This assignment shall be given to bargaining unit members, management, and subject matter experts; who shall review the contract language and clarify the intent within the Agreement; and which shall be submitted to the Company and Union Leadership for approval.
- 2.7.3 A Memorandum of Agreement is a written document signed by both the Union and the Company Executive Sponsors that states what the Union and the Company agree to when they reach agreement on something other than what is stated within the Collective Bargaining Agreement. Memorandums of Agreement can

remain in effect for the duration of the current Agreement or may be limited to a specific period of time, or incorporated into the Collective Bargaining Agreement upon opening for negotiations.

- 2.7.4 Except as expressly noted otherwise, this Agreement supersedes all prior CBAs, Joint Accords, Joint Accord Guidelines (JAGs), Interpretations, and Memorandums of Agreement. To the extent the terms of this Agreement were to conflict with any other agreement, the terms of this Agreement control.

Section 2.8 Labor/Management Committee

The Labor/Management Committee or LMC shall be organized for the purpose of addressing contract issues, clarifying the intent of the labor contract, monitoring for unanticipated consequences of the labor contract and anticipating change. The LMC will consist of up to ten (10) members from the Union and ten (10) members of from the Company. Members are inclusive of the LMC Leadership Team, Management employees, Stewards, and Chief Stewards. The Committee shall meet monthly at a mutually agreed location, time, and date, and with an outlined agenda set by the LMC Co-Chairs. Meetings may be cancelled by the mutual agreement of the LMC Co-Chairs. The Committee shall consider only those contract issues which are mutually agreed upon or otherwise designated in the contract.

ARTICLE 3 SENIORITY

Section 3.1 Company Seniority

Company seniority is established on the date of hire or rehire as a regular employee. When multiple regular employees are hired on the same day, Company seniority is then established based on name at date of hire in ascending alphabetical order of last name, then first name.

Any previous regular employee who was separated due to disability (industrial or non-industrial) and is subsequently awarded or placed in a position under Article 15 within this Agreement is eligible for adjusted seniority abridgement of Company seniority.

Section 3.2 Job Seniority

Job seniority is based on the days that a particular job is held. When multiple regular employees have the same number of days the job was held, the ranking will be based on Company seniority. Job seniority is only accumulated for jobs that are not in a Line of Progression.

Section 3.3 Line of Progression Seniority

Line of Progression seniority is based on the days that any job within that Line of Progression is held. When multiple regular employees have the same number of days in the Line of Progression, the ranking will be based on Company seniority. For jobs in a Line of Progression, job seniority is not accumulated.

Section 3.4 Term and Intern Employee Seniority

- 3.4.1 Term and Intern Employees do not accrue seniority while in Term employment status; however, if subsequently hired as a Regular Employee with no break in service, Company Seniority will be established on the date of hire as a Term or Intern Employee.
- 3.4.2 Job or Line of Progression seniority (as applicable) is calculated for positions involving the same type of work as that done as a Term or Intern Employee.

Section 3.5 Job and Line of Progression Seniority Accumulation

Accumulation of seniority is based on straight-time days of employment. For full-time regular employees, this is equivalent to five (5) eight-hour workdays per seven (7) calendar days. For part-time regular employees, seniority will be accumulated at seventy-five percent (75%) of the rate of full-time regular employees.

Section 3.6 Seniority Retained

Seniority accumulated by a regular employee in a job or in a Line of Progression is retained. Any employee who leaves the bargaining unit or ends employment will not retain any job, Line of Progression, or Company seniority. Any previous regular employee who was separated due to disability (industrial or non-industrial) and is subsequently awarded or placed in a position under Article 15 within this Agreement is eligible for adjusted seniority abridgement of Company seniority.

Section 3.7 Application of Seniority

For the application of seniority, refer to the appropriate articles within this Agreement.

Section 3.8 Line of Progression and Job Seniority Calculations

The process of seniority calculations related to the definitions under this Agreement shall be as follows:

- 3.8.1 Name changes after the date of hire will not impact a regular employee's seniority ranking or subsequent seniority calculations.
- 3.8.2 Regular employees who receive a fourteen (14) calendar day award will earn seniority in both the new job and the old job until they start in the new job.
- 3.8.3 Regular employees who hold a Combo Position earn seniority in each distinct job that makes up their Combo Position.
- 3.8.4 Regular employees who fail to qualify for a job for reasons within their control (e.g., bidding to another job or failing to qualify) will not earn any seniority for that job.

- 3.8.5 Regular employees on a Long-Term Special Assignment (LTSA) earn seniority in the temporary job and continue to earn seniority in their regular job.
- 3.8.6 Regular employees on a Short-Term Assignment only earn seniority in their regular job.
- 3.8.7 Regular employees on a Temporary Development Opportunity (TDO) do not earn seniority in their regular job.
- 3.8.8 During a leave of absence, a regular employee will continue to earn seniority.
- 3.8.9 A temporary, unplanned reduction in work resulting in an interruption of paid status will not interrupt a regular employee's seniority calculation.
- 3.8.10 Regular employees in redeployment due to a work redesign or a bump will continue to earn seniority in the job from which they were redeployed until they secure a new regular job.
- 3.8.11 Positions that become obsolete or honored will be mapped to a current job or Line of Progression and applicable seniority credited to regular employees who hold those positions accordingly.
- 3.8.12 Regular employees who exercise a right to return will not earn seniority in either the new job or the old job to which they return for the duration of the transfer to the new job in accordance with Article 4 within this Agreement.

ARTICLE 4 SELECTION AND ASSIGNMENT

Section 4.1 General

This Article describes the selection and assignment provisions and processes for regular employees. Term employees are not eligible for these provisions or processes, as explained in the Term Employee Agreement.

Section 4.2 Definitions

All bargaining unit job descriptions, including general task bars, will be maintained by the Company. The Company has the right to change and create job descriptions. Upon completion, the Company will notify the Union of substantive changes to existing job descriptions and newly created job descriptions. Substantive changes will follow the review process outlined in Section 11.3. All job descriptions and General Task Bars are made available on the Company intranet site.

- Job: A paid role of employment.

- Job Title: Describes the occupation, function, and, if applicable, the level of a job if part of a larger job family.
- Job Description: Written documentation of a job title that may include general purpose, job requirements, position specific essential functions, and requirements for a particular job.
- Job Family: A group of jobs that are related because of similar job content, skill requirements, and/or career paths.
- General Task Bar: A list of tasks that everyone in a Job Family can be expected to perform, with training, as needed.
- Position: Role within the organization that is assigned a job title and used for headcount management. All employees are assigned to a position and job title.

Section 4.3 Postings and Consideration of Bids

4.3.1 When a position has been approved, the position will be posted Company-wide for seven (7) calendar days. Open and available positions are posted on the Company's intranet. It is every employee's responsibility to check the intranet on a regular basis for postings upon which they may want to bid. The intranet shall be available to access at all resource centers or remotely on the Company device/application.

4.3.2 All applications received from regular employees* prior to the expiration of a posting shall be considered in accordance with the Position Posting and Bidding Company policies, processes and procedures. Probationary employees will only be allowed to apply as external candidates.

*Regular employees already in the Construction line of progression at the resource center where a posted position in Construction is located are considered auto-bidders and automatically included in the bidding process. If an auto-bidder declines an award, must sign a Progression Waiver (existing rate retention will be forfeited). When bidding between Distribution and Transmission Construction, auto bidding does not apply.

4.3.3 The internal bidding and selection process applies for bidding and/or selection of non-probationary regular employees to fill regular, term and Long-Term Special Assignment (LTSA) bargaining unit positions that have been approved by the Company. This process applies to the bidding and selection process for non-probationary regular employees bidding on internal bargaining unit positions. This process is also used to determine if displaced employees meet bidding qualifications when being assigned/placed into a bargaining unit position through redeployment and/or when an employee is bumping into a position.

- 4.3.4 The Parties agree to use and continue to refine the currently agreed to internal bidding and selection processes as outlined in the Internal Bidding and Selection Process Company policies, processes and procedures.
- 4.3.5 Employees who are off on Paid Time Off (PTO), Short-Term Disability, Long-Term Disability, Workers' Compensation, unpaid active status, or protected leave as defined under Federal, State or local law; or by Company policy for an entire posting period shall be eligible to submit a bid on any posted position within the seven (7) calendar days following the expiration of the posting period in accordance with the Position Bidding and Award Eligibility for Regular Employees Company policies, processes and procedures.

Section 4.4 Position Awards

Seniority and qualifications will be considerations in awarding a posted position. With agreement between the Parties, certain positions will be awarded based on qualifications first and then seniority. Bidders will be considered for posted positions regardless of their currently assigned Company-based location except as provided for in Section 4.9 of this Article.

Position awards will be published within fourteen (14) calendar days of acceptance by the employee. Employees will be moved to the new position as soon as possible, usually within twenty-one (21) calendar days of accepting the award.

- Extensions to the above timelines from twenty-two (22) calendar days up to a maximum of one hundred and twenty (120) calendar days may be made after discussion with the employee and upon mutual agreement between the releasing and receiving Supervisors.
- Employees not in the new position after fourteen (14) calendar days from the position award will receive any applicable pay increases and begin accumulating either Job seniority or Line of Progression seniority as of the fourteenth (14th) calendar day from the employee's acceptance of the award.

The following are the principles that apply when awarding positions for: Open Jobs, Line of Progression Jobs, and Jobs involving Progression without Bidding (unless otherwise agreed that the position is selected on qualifications first and then seniority).

4.4.1 Open Positions

An open position is one that, if posted, all regular employees are eligible to bid. These positions do not include those within a Line of Progression or Progression without Bidding except at the entry level. Qualified bidders will be awarded positions based on seniority in the following order:

- Job seniority for the position posted for bid, then
- Company seniority.

4.4.2 Line of Progression (LoP) Jobs

A LoP is a sequence of specifically related jobs that require successively higher skills to advance sequentially to the next higher position. The following are the currently recognized LoPs:

- Construction (2, 3, 4)
- Customer Field Service (2, 3, 4)

LoP jobs may be added to, or removed from, or changed with mutual agreement of management and the Union during the life of the contract.

Qualified bidders will be awarded positions based on seniority in the following order:

- Line of Progression seniority in the line of the position posted for bid, then
- Company seniority.

Advancing in a LoP requires that a regular employee meet all the qualifications, certifications, and training for the current level prior to being eligible to move into a vacant and available position at the next level. Regular employees in a LoP earn days toward rate retention when they work up.

4.4.3 Qualification Based Progression

Certain jobs are posted based on business need and awarded based on qualifications regardless of Company, Job, or Line of Progression seniority. Additional jobs may be added to the qualifications based process by mutual agreement between management and the Union. The parties agree that when filling vacancies or promotional opportunities, the goal is to encourage growth and opportunity for advancement from within and to hire the most qualified candidate for the position. When, in the judgment of the hiring manager and Human Resources Department, sufficient candidates who apply from within the Company are qualified, available and interested, the recruitment may be restricted to internal candidates.

The current jobs are:

- Accounting 4
- Customer Service 4
- Construction 4
- Customer Field Service 4
- Gas Storage 1
- General Services 4
- Transportation 3
- Transportation 4
- Welding & Fabrication 4

4.4.4 **Jobs Involving Progression without Bidding**

Employees will progress based on meeting the qualifications and performance standards for the higher-level job. Jobs may be added to, removed, or changed by mutual agreement between management and the Union. Progression may be limited by position availability. In this case, the most senior qualified person will progress, based on seniority in the following order:

- Job seniority in the lower position, then
- Company seniority.

The jobs involving Progression without Bidding are:

- Accounting = Accounting 2 to 3
- Account Services = Accounting 2 to 3
- Customer Field Service 2 to 3 in Astoria / Warrenton, Coos Bay, The Dalles, Lincoln City
- Customer Service 2 to 3
- Distribution Arc Welder 1 to 2
- Electronic Technician 1 to 2
- Gas Storage 1 to 2
- GIS Tech 1 to 2; 2 to 3
- Specialty Construction 1 to 2
- System Operations 1 to 2
- Technical Coordinator 2 to 3
- Transmission Maintenance 1 to 2
- Transportation 1 to 2

Some of the above workgroups have specific rules for progression without bidding. In the absence of such rules, the default criteria for progression will be the accumulation of working two hundred and sixty (260) days at the higher-level position with satisfactory performance.

4.4.5 **Qualifying Standards**

An employee awarded a new position must satisfy the Performance Qualifying Standards during the established qualifying period per Article 5 within this Agreement.

Section 4.5 Right to Return to Former Position

Employees have sixty (60) calendar days after reporting to a new and different position to voluntarily return to their former position. This right provides a one-time ability to return for any reason. An employee wanting to return to a former position must have previously qualified in order to return to that position. Any subsequent request to return to their former position within a rolling five (5) year period from the date of award must be mutually agreed upon by the

Parties. Employees who exercise their right to return within five (5) workdays will not be subject to the five (5) year restriction. An employee may relinquish their right to return at any time. Written notification will be sent to Human Resources (Talent Acquisition).

An employee still retains the right to bid on any position posting at any time. The employee will not continue to accumulate Job or Line of Progression seniority while they are away from the former position.

Right to return to former position does not apply to situations where movement is to the same position at any location.

Section 4.6 Waivers

A waiver is a mechanism for an employee to voluntarily return to a former position or to forego advancement. In all cases of waiver, the employee will be paid the applicable rate for the position waiving into, and is waiving rate retention and all days currently earned towards rate retention.

In a Lack of Work situation, restrictions on returning to a waived position are removed. There are two (2) types of waivers: Progression (Advancement) Waivers and Position Waivers. The waiver definitions and processes are as described herein.

4.6.1 Progression (Advancement) Waiver

An employee elects to forego advancement (move up and/or work up). An employee who waives advancement is also waiving working up. When exercised, the employee waives the right to advance to a specific opening, but does not waive the right to advance should a subsequent posting/work-up opportunity occur. For convenience, this waiver is considered in effect until “pulled” by the employee (by notifying their Department and Human Resources in writing). For Progression Waivers related to a declined auto-bid award, there is a minimum of one (1) year term before the waiver can be pulled. There is no duration requirement for other Progression Waivers.

4.6.2 Position Waiver

An employee elects to vacate a position to return to a lower rated position at the same resource center for which they previously qualified. A Position Waiver has a minimum one (1) year term. After one (1) year, the waiver remains in effect until “pulled” by the employee (by notifying their Department and Human Resources in writing). Employees who wish to return to the waived position may bid (or progress in the case of Progression Without Bidding or Qualification Based Progression) to an opening of that position.

The Chief Steward and Manager for the requesting employee approve this waiver and shall meet to discuss.

Section 4.7 Workplace Location Exchange

Employees may request a workplace location exchange by completing a “Workplace Location Exchange Request” form. Human Resources will notify the Chief Stewards and the Union office of the finalized exchange including the nature of the exchange (lateral or non-lateral), qualifying periods, pay rates, and effective dates.

Section 4.8 Retention of Higher Rate

- 4.8.1 Jobs awarded based on qualifications are not eligible for rate retention.
- 4.8.2 When an employee in a Line of Progression position is working up a grade, the employee will be paid at the entry level rate for the first two hundred and sixty (260) working days. Once an employee in a Line of Progression position has worked up a grade for two hundred and sixty (260) working days, the employee will continue to receive the higher rate of pay at the experienced level, until such employee leaves their position or signs a Progression Waiver.
- 4.8.3 When an employee with less seniority in a Line of Progression works up a grade ahead of a senior employee in the same Line of Progression at the same Company-based location, the most senior employee will also be paid entry level at the higher rate for the day, except when the less senior employee is working up into a qualifications-based job (e.g., Construction 4).
- 4.8.4 If a less senior employee at the same Company-based location reaches rate retention prior to a senior employee at the same Company-based location in the same Line of Progression because the senior employee was on a Short-Term Assignment, the senior employee will be designated as rate retained.
- 4.8.5 When working up into qualification-based jobs, only the employee working up is paid the higher rate for the day.

Section 4.9 Temporary Positions / Internal Assignment of Employees

4.9.1 Short-Term Assignment of Employees

Employees may be temporarily assigned for one hundred and eighty (180) calendar days or less per calendar year to a position for which they qualify or may be trained based on Company needs. Any individual employee assignment longer than one hundred and eighty (180) calendar days shall be by mutual agreement of the Parties. The Chief Stewards and Union will be notified by management no later than the start of any Short-Term Assignment expected to last longer than seven (7) calendar days.

An employee who is assigned to perform a higher-grade position will be compensated at the higher of the employee’s current or assigned rate for the hours worked at that rate up to four (4) hours of the day. An employee who works four (4) hours or more is paid for the full day at the higher rate.

Employees will continue to accumulate Job or Line of Progression seniority in their regular position during such assignments.

An employee returning from an authorized leave of absence may be temporarily assigned to other work regardless of seniority.

4.9.2 **Long-Term Special Assignment**

A Long-Term Special Assignment (LTSA) is a posted special, voluntary work opportunity that is up to twelve (12) months in length. Requests for extensions beyond the initial term will be mutually reviewed and agreed upon by the Parties. All LTSAs are subject to the following:

- An LTSA is not a replacement for a vacant regular position. Recurring LTSAs shall be reviewed by the Parties to determine whether there is a need for a regular position; the Union may include a Chief Steward for the review. The term “voluntary,” as used here, means that either the employee or the Company may end the LTSA at any time for any reason.
- Because an LTSA goes through the post, bid and award process, the pay rate for the LTSA will apply in all situations. If the LTSA is a lateral move, the employee will retain their current pay rate. An employee bidding from a higher paying position will not retain that higher pay rate while in the LTSA position; they will receive the experienced level of the lower position.
- At the conclusion of the LTSA, the employee will return to their original position. While in the LTSA, the employee will be included in any work redesign, as it may occur, that might affect their regular position.
- If there are no qualified bidders, the position will be temporarily assigned based on this Article.

4.9.3 **Assignment to Non-Bargaining Position - Temporary Development Opportunity (TDO)**

The Company’s TDO procedure applies with respect to the assignment. The employee will continue to retain Union membership status (including benefits) and pay Union dues. Per 3.8.7, Regular Employees on a TDO do not earn seniority in their regular job. The Company will notify the Chief Stewards and the Union no later than the start of the non-bargaining assignment.

ARTICLE 5
PERFORMANCE QUALIFYING STANDARDS

Section 5.1 General

Employees must acquire and maintain Performance Qualifying Standards per these four (4) following processes:

- Failure to Qualify During Qualifying Period
- Failure to Maintain Performance Qualifying Standards
- Field Operations Testing Failure to Qualify
- Welding Procedure to Recertify

Section 5.2 Failure to Qualify During Qualifying Period

5.2.1 Application

The process outlined below applies when a regular employee is failing to meet performance-qualifying standards during the qualifying period for that position.

5.2.2 Process

5.2.2.1 Employees may exercise their right to return per Section 4.5 within this Agreement.

5.2.2.2 Employees ineligible for a right to return may:

- Return to original position if previously qualified and position is still vacant.
- Return to previous status when outside of a regular position (e.g., redeployment, leave of absence due to Failure to Maintain Performance Qualifying Standards). If original status was a leave of absence resulting from Failure to Maintain Performance Qualifying Standards or a third Testing Failure, employee's leave of absence will be restarted from the point at which it had been paused at the time of the employee's successful bid (See Failure to Maintain Performance Qualifying Standards and Field Operations Testing Failure to Qualify process within this Article).
- Return to the department if the position is not vacant and the department can absorb the employee, as determined by Management.

- 5.2.2.3 If no job is available, the employee will be placed in the redeployment process at the pay group and pay rate of the job in which the employee last qualified, or Pay Group O Experienced Pay Rate if never previously qualified, or Pay Group M Experienced Pay Rate if prior status was a third testing failure on a new task or content area and Paid Time Off (PTO) is exhausted (See Redeployment Process in Section 7.3 within this Agreement).

Section 5.3 Failure to Maintain Performance Qualifying Standards

5.3.1 Application

This process applies to regular employees who have successfully completed the qualifying period and who are subsequently unable to maintain performance qualifying standards for a position.

For failure to qualify situations involving Operator Qualifications or welding, refer to the Field Operations Testing Failure to Qualify process within this Article or Welding Procedure to Recertify within this Article, as appropriate.

5.3.2 Process

After the employee has received coaching and direct performance feedback, which may include a Performance Development Plan (PDP), and still does not maintain performance qualifying standards, the following occurs:

- 5.3.2.1 A Failure to Maintain Performance Qualifying Standards Disciplinary Action Plan (DAP) will be utilized and will specify:
- The changes that must occur for the employee to meet standards;
 - The timeline for the employee to accomplish those changes. (The DAP should generally be no longer than the qualifying period for the employee's position. If the DAP is longer than the qualifying period for the employee's position, it must be approved by the LMC Co- Chairs and must be signed by the Manager and Union Representative.); and
 - Consequences if the employee does not meet the requirements of the DAP.
- 5.3.2.2 The employee may:
- Bid on any open positions (if any are available) for which they meet bidding qualifications; and/or
 - Apply for a position waiver in accordance with Section 4.6 within this Agreement.

5.3.3 If the employee does not successfully complete the DAP:

- The employee will be placed on leave for a period equivalent to one (1) month per year of service during which time they may bid to an open posted position (other than the position from which they were disqualified) for which they meet bidding qualifications; and
- The employee will use Paid Time Off (PTO) until PTO is exhausted; then the employee will be placed on leave without pay; and
- If the employee's leave of absence extends beyond the period equivalent to one (1) month per year of service with the Company, the employee shall be terminated.

Section 5.4 Field Operations Testing Failure to Qualify

5.4.1 Application

This Section outlines the process to be followed when a field operations employee fails to pass required testing for their current job, including but not limited to testing related to Operator Qualifications (OQ).

5.4.1.1 This process covers:

- The consequences after each failure of a required test;
- The criteria that must be met before an employee can attempt to retest;
- The time intervals between testing opportunities; and
- The resources available to the employee.

5.4.1.2 This process does not apply to:

- Testing that is part of initial position training (Refer to the Failure to Qualify During Qualifying Period process within this Article or department guidelines); or
- Performance issues identified on the job (Refer to the Failure to Maintain Performance Qualifying Standards process within this Article or Failure to Qualify During Qualifying Period process within this Article, as appropriate); or
- Weld testing (Refer to the Welding Procedure to Recertify within this Article, as appropriate).

5.4.1.3 Certification testing provided by outside agencies may be covered by this Article as determined appropriate.

5.4.2 **Process**

At any point during this process, the regular employee has the option to do any of the following, if applicable:

- Bid to an open position, if available, for which they meet bidding Qualifications;
- Apply for a Waiver per Section 4.6 within this Agreement, as available, or
- Exercise their right to return to a former position per Section 4.5 within this Agreement.

5.4.3 **First Failure**

5.4.3.1 Employee is immediately restricted from performing the task or associated task(s) (e.g., tasks connected to a failed Abnormal Operating Condition [AOC]), unless directed by a qualified worker, as permitted and approved by management. If the employee will not be directed by a qualified worker, the employee will be assigned work that does not involve performing the associated task(s) for which they are now unqualified, if such work is available.

5.4.3.2 The employee will be provided focused training on the tasks or AOCs, which may include individual review, training, and/or time to practice or study as deemed appropriate by a training representative, with consideration of input from the employee. Training will be documented on the FTQ Training Documentation form.

5.4.3.3 On the day of first failure:

- Employee may be afforded additional time to prepare (e.g., receive training or study) for retesting, as necessary.
- Employee may choose to utilize PTO or leave without pay, as appropriate, for rest of shift. Such PTO will be approved without penalty.

5.4.3.4 The employee must be scheduled to retest at a minimum next shift and maximum of fourteen (14) calendar days, excluding scheduled PTO or approved leave. Within this timeframe and with regard to input from the employee, a training representative will schedule retesting. Any exceptions to minimum or maximum time to retest must be approved by the Training Manager or designee.

5.4.4 **Second Failure**

- 5.4.4.1 Employee restriction from performing the associated task(s) continues, unless directed by a qualified worker, as permitted and approved by management. If the employee will not be directed by a qualified worker, the employee will continue to be assigned work that does not involve performing the task(s) for which they are now unqualified, if such work is available.
- 5.4.4.2 Prior to retraining, the employee will have a meeting with their Supervisor, a Union Steward if one is requested, and a representative from Human Resources (HR) to review this Article and discuss concerns and options.
- 5.4.4.3 The employee will be provided focused training on the tasks or AOCs, which may include individual review, training, and/or time to practice or study as deemed appropriate by a training representative, with consideration of input from the employee. The employee may request to waive the focused training session. Training will be documented on the FTQ Training Documentation form.
- 5.4.4.4 The employee must be scheduled to retest at a minimum seven (7) calendar days and maximum of thirty (30) calendar days, excluding scheduled PTO or approved leave. Within this timeframe and with regard to input from the employee, a training representative will schedule retesting. Any exceptions to minimum or maximum time to retest must be approved by the Training Manager or designee.

5.4.5 **Third Failure**

- 5.4.5.1 If the employee is in their qualifying period, see Failure to Qualify During Qualifying Period process within this Article. If the previous position held by the employee requires the same task, then the employee moves into redeployment.
- 5.4.5.2 If the employee is not in their qualifying period:
 - Following third failure of a required test for requalification (i.e., employee has previously passed testing and was “qualified”).
 - Employee will be placed on leave for a period equivalent to one (1) month per full year completed from date of hire, during which time they may bid to an open position (other than the position for which they were disqualified) for which they meet bidding qualifications.
 - Employee will use all accrued and banked PTO until PTO is exhausted; then employee will continue on leave without pay.

- If the employee's leave of absence extends beyond the period equivalent to one (1) month per year of service with the Company, the employee shall be terminated.

Following third failure of a required test on a new task or content area introduced to an incumbent's position:

- Employee will be placed on leave for a period equivalent to one (1) month per full year completed from date of hire, during which time they may bid to an open position (other than the position for which they were disqualified) for which they meet bidding qualifications.
- While on leave, the employee may be assigned to temporary work, as available. Assignments of temporary work will not exceed one (1) month per year of service up to a maximum of twelve (12) months from the date of the third (3rd) failure. Days assigned to temporary work do not extend the length of the leave of absence.
- Employee will use all accrued and banked PTO until PTO is exhausted; then the employee will continue on leave without pay.
- Once PTO is exhausted, the employee is removed from their current position and will be reclassified to Pay Group M, Experienced Pay Rate. Employee continues to accumulate only Company seniority.
- While performing temporary work, additional PTO will be accrued at Pay Group M. When temporary work is not available, the employee will use additional accrued PTO until PTO is exhausted; then the employee will be returned to leave without pay.
- Employee will not be eligible for preferential bidding, redeployment, or bumping as a result of this process.
- If the employee's leave of absence extends beyond the period equivalent to one (1) month per year of service with the Company, the employee shall be terminated.

5.4.6 An employee who has successfully bid to another job or exercised the waiver option at any point during this process may reapply for the position (if available) after a period of one (1) year if the employee can demonstrate that a substantial change has occurred making it possible for the employee to qualify, based upon management's approval.

Section 5.5 Welding Procedure to Recertify

5.5.1 Application

This procedure applies to all regular employees who are required to maintain Welding qualifications. This procedure covers failure on any of the following Welding tests:

- Requalification Testing
- Probable Cause Testing
- Random Testing

It is the employee's responsibility to actively participate in this process.

5.5.2 First Failure

- Employee is immediately restricted from performing the task.
- Employee is issued Welding Documented Verbal Warning.
- Employee does not earn days toward Experienced rate, if at Entry rate.
- Employee is provided a minimum of eight (8) hours of formal, paid, documented training.
- The minimum time to retest is the second (2nd) business day after failure. Maximum time to retest is fourteen (14) calendar days after failure. Any exceptions to minimum or maximum time to retest must be approved by Management.

5.5.3 Second Failure

- Employee restriction from performing the task continues.
- Refer to "Failure to Maintain Performance Qualifying Standards" or "Failure to Qualify During Qualifying Period" process. Employee issued Welding DAP.
- Employees at the Experienced rate return to Entry rate of their current grade.
- Employee is provided a minimum of eight (8) hours of formal, paid, documented training.
- The minimum time to retest is fourteen (14) calendar days after failure. Maximum time to retest is thirty (30) calendar days after failure. Any exceptions to minimum or maximum time to retest must be approved by Management.

5.5.4 Third Failure

- Refer to “Failure to Maintain Performance Qualifying Standards” or “Failure to Qualify During Qualifying Period” processes within this Article.
- Loss of position.
- One (1) year minimum from loss of position to bid on open Welding position.

ARTICLE 6 WORKING CONDITIONS

Section 6.1 Schedules and Overtime

This Article recognizes the fact that the Company must provide uninterrupted continuous service to our customers, twenty-four (24) hours per day, seven (7) days per week, as a matter of public safety and health. In accordance with Article 2 within this Agreement, the Company retains the right to manage the business and direct the work and workforce, including the right to determine schedules and require overtime, subject to the rules listed below.

6.1.1 General Definitions and Rules

- 6.1.1.1 Workweek: For the purposes of calculating overtime and establishing schedules, the seven (7) day workweek for all employees begins at 12:01 a.m. on Monday.
- 6.1.1.2 Work Schedule: For most employees, a regular full-time schedule will be five (5) workdays of eight (8) hours duration; including two (2) consecutive days off. Some work groups have alternate schedules which may be required by Management based on business needs. Work schedules define the workdays and shifts and shall be documented by each department and/or workgroup as appropriate and will be made available to all employees on the Company intranet.

Employee selection process guidelines for work outside a typical schedule, such as 6th and 7th day, night work, or out of town work, will include recognition and application of Job Seniority, and will be made available to all employees on the Company intranet.

- 6.1.1.3 Workday: Each employee’s workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift, whichever is sooner. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

6.1.1.4 Shift: An employee's shift is defined as scheduled working hours within a workday.

6.1.1.5 Shift types are defined based on the scheduled start time as follows:

Shift Type	Start Time
Day Shift	06:00 a.m. – 9:59 a.m.
Swing Shift	10:00 a.m. – 5:59 p.m.
Graveyard	06:00 p.m. – 5:59 a.m.

6.1.1.6 For work groups that operate a 24/7 schedule, starting times will be rotated as equitably as practicable between members of the same position.

6.1.1.7 Work groups that offer shift bid opportunities will do so at least annually to eligible workers in Job Seniority order. Processes will be developed and documented by department and/or work group as appropriate and will be made available to all employees on the Company intranet.

6.1.1.8 The Parties agree that there shall be a minimum of an eight (8) hour period between scheduled shifts.

6.1.1.9 An employee who reports for work on a regularly scheduled workday and is then sent home for lack of work shall be paid for their entire scheduled shift at the rate such employee would have received if they worked.

6.1.1.10 Unless otherwise stated within the Agreement, overtime is calculated on actual hours worked, not hours paid. The calculation of time worked for overtime purposes shall include paid leave, paid rest period, holidays, floating holidays, and PTO used.

6.1.1.11 If pay is due to an employee under two (2) or more provisions under this Article, only the highest payment required under any provision of this Article shall be paid. This should only be used when a situation is ambiguous and all Articles within the Agreement have been reviewed.

6.1.1.12 Employees will not be required or expected to perform any work before their designated start time or after the end of their shift without compensation.

6.1.2 Flexible Schedules/Work Arrangements

6.1.2.1 An employee may work a flexible work schedule (e.g., four [4] ten-hour days), flex start and end times of their shift, and/or make up lost time in their work schedule within the same workweek if mutually agreed upon by the employee and Management. Not every Flexible Schedule/Work Arrangement option will be available for every work group, position, or employee and approval of a flexible schedule/work arrangement will be at the Manager's

discretion. Company policies and department guidelines will define specific and/or additional requirements for a flexible schedule/work arrangement.

6.1.2.2 If an employee requests a temporary flexible work schedule, this temporary schedule is not considered a regularly scheduled workweek and Saturday/Sunday and Shift Work premiums will not apply for the shift(s) impacted by the temporary schedule change.

6.1.2.3 Remote Work. An employee may request to work remotely, which allows a reporting location off Company property. An employee who is working remotely must log in to the appropriate Company software systems at the employee's scheduled start time. The remote work location is not considered a fixed official work location/station. Remote work will not be available for every work group, position, or employee. Hybrid work schedules will be approved on a case-by-case basis. Flexible Work Company policy and department guidelines will define specific and/or additional requirements for working remotely and will be made available to all employees on the Company intranet.

6.1.3 **Unplanned Schedule and Shift Changes**

6.1.3.1 **Unplanned Schedule Changes**

Changes in an employee's scheduled workdays affecting the employee's scheduled days off made with less than forty-eight (48) hours advance notice are considered Unplanned Schedule Changes and hours worked shall be paid at the applicable overtime rate.

6.1.3.2 **Unplanned Shift Changes**

Changes in an employee's scheduled working hours (i.e., shift) made with less than twelve (12) hours notification prior to the start of the new shift are considered Unplanned Shift Changes and include:

- When an employee meets the conditions for a rest period under 6.1.6 within this Article and is required to return to work before the end of the employee's eight (8) hour rest period, all hours worked are considered an Unplanned Shift Change and paid per 11.5.1.
- After the start of an employee's shift, if an employee is released and rescheduled for a later start time, all hours worked are considered an Unplanned Shift Change and paid per 11.5.1.

6.1.3.3 Unplanned Shift Changes are not eligible for schedule-based premium pay rates.

6.1.3.4 It is not an Unplanned Shift Change when a Call-In extends into the regularly scheduled shift.

6.1.4 **On-Call Assignment**

6.1.4.1 On-Call Assignments shall be filled between the qualified resource center, department and/or workgroup employees as equitably as practicable; qualified employees are those identified by Management as having the necessary skills to handle emergency response work.

6.1.4.2 If employees are assigned a Company vehicle for the purposes of emergency response when On-Call, travel to and from work is not considered commuting for the purposes of 6.1.3.2 nor is it considered paid time. Employees working On-Call Assignment are required to accept any Call-Ins.

6.1.4.3 Employees are responsible for the accuracy of their contact information. On-Call guidelines shall be documented by each department and/or workgroup as applicable and will be made available to all employees on the Company intranet.

6.1.4.4 An On-Call Assignment on an employee's regularly scheduled workday begins at the end of the employee's regular work shift including overtime worked beyond the end of the employee's regular shift and ends at the start of the employee's next shift the following day. An On-Call Assignment on an employee's scheduled days off begins at their normal shift start time and ends after twenty-four (24) hours or the start of the employee's next regular shift.

6.1.4.5 If an employee has an On-Call Assignment for which the Company provides lodging, the Company will provide a minimum of eight (8) hours work for the employee on the assigned day. Current guidelines for establishing On-Call Assignments will be utilized.

6.1.4.6 Pay for On-Call Assignment will be in accordance with 11.5.3 within this Agreement.

6.1.5 **Call-In**

6.1.5.1 When an Employee is notified to report for emergency, immediate or unplanned work either before or after completion of the employee's shift, or on a scheduled day off, the time worked shall be considered a Call-In.

6.1.5.2 For Call-Ins that extend into a regularly scheduled shift, the Call-In rate will be paid until the start of the regular scheduled shift or for a minimum of 2

hours, whichever is greater. The regular scheduled shift will be worked and paid at the regular rate of pay.

- 6.1.5.3 Employees may be required to work through to the end of their original shift and may be required to work additional overtime.
- 6.1.5.4 Call-Ins are not eligible for schedule based premium pay rates.
- 6.1.5.5 It is not a Call-In when:
 - An employee is requested to extend hours in conjunction with a regular shift.
 - An employee is requested at least twelve (12) hours in advance to work additional hours on a scheduled day off. A minimum of two (2) hours at the appropriate overtime rate will apply and the work time shall start at the reporting location.
- 6.1.5.6 **Call-In Procedure.** Call-In procedures shall be developed and documented by each department and/or workgroup as appropriate and will be made available to all employees on the Company intranet.
- 6.1.5.7 For immediate response (unplanned), paid time for the Call-In begins when the employee is notified when On-Call or accepts the work for a Call-In.
- 6.1.5.8 For non-immediate response (planned), paid time for the Call-in begins at the agreed upon start time.
- 6.1.5.9 Call-Ins that do not extend into a regularly scheduled shift end upon completion of work and return to the reporting location unless an employee is assigned a Company vehicle during this time period, in which case time ends when the employee returns to their originating location.
- 6.1.5.10 Employees called in will be paid a minimum of two (2) hours at two (2) times their rate of pay. All subsequent Call-Ins that begin on the same scheduled day off or workday will be paid at two (2) times the employee's rate of pay for actual hours worked. Employees called in are obligated to remain in contact and be available to work for the full two (2) hours that they are being compensated.

6.1.6 **Excused Rest Period**

When an employee is called into work and the last Call-In ends less than eight (8) hours before start of the employees' next scheduled shift, the employee will be given eight (8) hours of rest if:

- The Call-In totals six (6) or more hours duration (consecutive or aggregate); or
- The employee has three (3) or more Call-Ins within the twelve (12) hour period before the start of their next scheduled shift.

6.1.6.1 Additionally, for safety reasons, following unscheduled work and/or Call-Ins prior to a regularly scheduled shift, Management reserves the right to excuse an Employee for some or all of the employee's regularly scheduled shift in accordance with the established Company policy and procedure and the shift will be paid per 6.1.6.3.

6.1.6.2 An employee that does not qualify for a rest period or after a rest period feels they cannot safely perform their assigned duties may request to be excused for the beginning or remainder of their shift not to exceed more than one half of the regular scheduled shift. Available PTO must be used prior to leave without pay.

6.1.6.3 Hours excused from original shift shall be paid at the straight-time rate and shall be counted as time worked for the purpose of calculating overtime.

6.1.7 **Paid Transition Time**

At Management's discretion, when transitioning from scheduled nights to days, or scheduled days to nights, the employee may receive pay per 6.1.6.3 in lieu of working a shift to ensure appropriate rest.

Section 6.2 Work Reporting Methods

6.2.1 **General**

Work reporting methods, including facility-based reporting, jobsite reporting and telecommuting, are defined below. All employees have a work reporting method, in addition to a Company-based location, both of which are determined and assigned by the Company. The Company may change employees' Company-based location and work reporting method based on business needs.

6.2.1.1 Work reporting methods contained in Section 6.2 do not address mileage reimbursement or compensation for time spent traveling in accordance with provisions outlined in this Article.

6.2.1.2 When a work reporting method other than facility-based reporting is utilized, department/workgroup guidelines addressing the application of the method will be established and utilized.

6.2.2 Facility-Based Reporting Method

The facility-based reporting method establishes a location to which the employee reports (e.g., resource center, corporate office or storage facility). Under this method, the Company-based location is the reporting location. The employee must be at that reporting location and ready to work at the employee's scheduled start time.

6.2.3 Travel When Facility-Based Reporting

Employees beginning and ending their shift at a temporary location within thirty (30) miles of their Company-based location will travel to and from the temporary location on their own time.

- Employees beginning and ending their shift at a temporary location greater than thirty (30) miles from their Company-based location will be compensated for travel time.
- Employees beginning and ending their shift at a temporary location will be paid mileage based on the distance between their Company-based location and the temporary location, unless a Company vehicle or other transportation is provided.

6.2.4 Jobsite Reporting Method

The jobsite reporting method establishes varying reporting locations (e.g., job sites, facilities or geographic work areas) to which the employee reports. The employee must be at the employee's reporting location and ready to work at their scheduled start time. Additionally, the employee must be at the employee's reporting location at the end of their shift, unless otherwise directed. Under this method, the Company-based location is not considered the fixed official work location/station.

6.2.5 Travel When Jobsite Reporting

For jobsite reporting, the region is defined as the geographic area within a forty-five (45) mile radius of the Company-based location.

For travel within the region:

- Time spent traveling to and from the reporting location is considered personal commuting time and is not time worked.
- If an employee uses a personal vehicle to commute to and from the reporting location, there will be no mileage reimbursement for that commute.

For travel outside the region:

- Time spent traveling to and from the reporting location will be compensated as time worked based on the calculated travel time from the employee's Company-based location to the reporting location.
- If an employee uses a personal vehicle to commute to and from the reporting location, mileage reimbursement will be provided for that commute based on the calculated mileage between the employee's Company-based location and the reporting location.

Section 6.3 Health and Safety

6.3.1 It is the Company's responsibility to provide a safe work environment and to operate its system safely. The parties mutually agree to promote safe work and stop work practices, which include providing appropriate personnel and equipment to meet health and safety obligations. Personal Protective Equipment (PPE) allowances provided by the Company shall be in accordance with Section 17.8 within this Agreement; unless otherwise required by applicable law.

6.3.2 All employees are subject to the Company's Drug and Alcohol policies.

Section 6.4 Emergency Operations

If adverse or emergency conditions exist, employees may be given alternative work assignments, schedules, shifts, and/or work locations. The Parties agree that the Company will maintain safe operation in their service territory.

Mutual Aid/Assistance. In the event of mutual aid requested by another utility, the employee selection process will include recognition and application of Job Seniority and will be made available to all employees on the Company intranet.

Section 6.5 Dash Camera

The vehicle dash cameras are to be used for triggering events such as collisions, litigation around collisions, and public complaints or other triggering events such as hard braking. Video footage from a triggering event will first be reviewed by a third party. The Company and the Union recognize the intent of the dash cameras is to improve driving habits and the overall safety of our employees, customers, and the communities in which they drive.

The camera will only upload video footage for viewing when there has been a triggering event or as requested by the Company. The cameras will not be used for real-time video or audio surveillance of employees, or to track employee work performance.

At no time will the device be used for audio voice recording of employees.

The use of cab facing cameras are not considered discipline. The cab facing cameras will only be activated in conjunction with discipline related to violations of Company Driving Policies. Activation of cab facing cameras longer than one hundred and eighty (180) calendar days must be signed by the Manager and the Union Representative. Forward facing cameras will continue to be used.

ARTICLE 7 EMPLOYEE DISPLACEMENT

Section 7.1 General

Employee displacement includes work redesign, redeployment, lack of work, bumping process, and layoff.

Section 7.2 Work Redesign

Work redesign may occur within a department, a workgroup, a resource center, or company-wide resulting in employee position status change or displacement from position. Before a work redesign, the Company will bargain the impact of the redesign and identify issues that are covered under this Agreement or are considered mandatory subjects of bargaining and must be resolved before the application of the Company's Work Redesign Job Allocation Process. When a redesign has projected reductions in occupied positions or changes in Company-based location, the Company agrees to inform the Union in accordance with Section 7.3 to this Article and Company processes.

7.2.1 Acceptance or Declination Timelines

Regarding position selection, the employee shall be given a minimum of forty-eight (48) hours (two [2] complete workdays) from point of notification to make their decision.

Failure or refusal by a regular employee to complete the documents within the agreed timeframe will be considered a declination.

7.2.2 Position Reinstatement

An eliminated position in the impacted group that is reinstated within one (1) year of a regular employee's displacement date will be offered in Company seniority order to those regular employees displaced by this redesign provided that the reinstated position is not in a location declined by that employee. This reinstatement applies to regular employees displaced due to the initial redesign only and not regular employees displaced due to any subsequent assignments or bumps.

Section 7.3 Redeployment

- 7.3.1 Redeployment is a process utilized to retain a regular employee whose job has been eliminated due to work redesign, or may be used in a regional lack of work if mutually agreed upon by the Union and the Company. This process may also be used as a result of Failure to Qualify During Qualifying Period as defined in Section 5.2 within this Agreement.
- 7.3.2 This process shall include preferential consideration for the displaced regular employee in the bidding and selection process for equivalent or lower grade positions for which the employee meets bidding qualifications. As an alternative to bumping, the Company may assign such employee to a position for which the employee meets bidding qualifications. Refer to the Redeployment Process and Failure to Qualify During Qualifying Period in accordance with Article 5 within this Agreement.

Section 7.4 Lack of Work

- 7.4.1 If the Company declares a regional lack of work in a location or workgroup, regular employees may be permanently assigned from one work location to another. Regular employees involved in regional lack of work will have their pay guaranteed per Section 1.5 within this Agreement. Once the Company has declared a regional lack of work, the impact and application of that determination shall be mutually agreed upon by the Union and the Company.
- 7.4.2 If the Company declares a Company-wide lack of work, the bumping process shall be applied per Section 7.5 to this Article.
- 7.4.3 The Parties agree that in the case of unforeseen events that could cause the need for a temporary reduction in the amount of work available either Company-wide, in a location, or workgroup, the Parties will meet to determine the method by which they may meet the challenges of the unforeseen event(s). Before any forced reduction in available work hours is initiated, the Parties will exhaust as many voluntary options as appropriate that meet the joint interests of the parties. Situations covered under this Section are not considered a permanent event and will not be subject to other provisions of this agreement such as layoff or bumping rights.

Section 7.5 Bumping

Bumping, as described in 7.5.1 to this Article, General Bumping Principles, and in the Company process, may be available for use in the following circumstances:

- Redeployment resulting from work redesign (refer to the Redeployment Process in accordance with Section 7.3 within this Agreement)
- Company-declared lack of work.

7.5.1 General Bumping Principles

An employee:

- Cannot bump an employee who has more Company seniority.
- Cannot bump into a higher graded job.
- Cannot bump into a job for which bidding qualifications are not met as defined in Article 4 within this Agreement.
- Cannot bump into a previously declined job at any location due to Work Redesign.
- Cannot bump into a previously declined job at that specific location due to assignment in redeployment.
- Can decline to bump into positions that change their employment status (FT, PT>20, PT<20). In such cases, the Parties will convene a Committee to provide oversight on significant redeployment and bumping activities. The process will be based on seniority, and the Committee will also consider employee preference for work location, current job held, previous jobs worked and maintaining group.
- Can bump into a different employment status (FT, PT>20, PT<20), but must elect to change employment status accordingly.

Section 7.6 Layoff

The parties agree that a layoff will only occur when the Company determines a need to reduce its workforce. The Company may layoff any employee who has not earned employment security as defined in Section 1.4 within this Agreement.

Regular employees shall be given ten (10) working days' advance notice before a layoff expected to last longer than ten (10) working days.

ARTICLE 8 PERFORMANCE DEVELOPMENT AND MANAGEMENT

Section 8.1 Performance Appraisal

Management will maintain an appraisal system to determine if performance requirements have been or continue to be satisfied for the Probationary period and the Qualifying period.

Line of Progression

Advancing within Line of Progression jobs requires a regular employee currently meet all the standards for the previous job prior to being eligible to move into the next job.

Section 8.2 Performance Development Plan

A Performance Development Plan (PDP) shall be used for incumbent regular employees who have been assessed as “not meeting” performance qualifying standards. However, Performance Development Plans are not to be used for term employees, probationary regular employees, and regular employees in their qualifying period, or situations warranting immediate use of the progressive discipline process. The Performance Development Plan will be kept in Human Resources (HR) in the employee’s personnel file.

Successful completion of the Performance Development Plan does not change anniversary dates for pay progression timelines.

8.2.1 Responsibility of the Supervisor

Using a Performance Development Plan, Supervisors shall provide monitoring of regular employees so that the employees are aware of any standards they are not meeting, and what they need to do to meet the standard.

8.2.2 Responsibility of the Employee

Regular employees on a Performance Development Plan have the responsibility to follow through on the agreed plan, including any training or use of tools/resources provided by the Supervisor, and to inform the Supervisor if there are any barriers to completing the plan. Regular employees who know they are not meeting an essential function may ask Supervisors for a Performance Development Plan to help ensure that they can meet the standards.

Section 8.3 Statement of Expectations

A Statement of Expectations is a non-disciplinary coaching tool a Supervisor may use to outline and help an employee understand the Supervisor’s expectations of the employee.

At times a Supervisor may choose to provide an Employee with a Statement of Expectations to further communicate or document expectations. A Statement of Expectations may be retained in the employee’s personnel file.

Section 8.4 Relationship to the Disciplinary Process

A Performance Development Plan or Statement of Expectations **cannot** be construed as the first step of the disciplinary process and cannot be used or referenced in any future disciplinary documents. All disciplinary action must be conducted as described in Article 20 within this Agreement.

ARTICLE 9 ATTENDANCE

Section 9.1 General

The Union and the Company agree that employees' regular and reliable attendance is critical to the success of the Company. The Parties further agree that late arrivals to work, early departures from work, and other unscheduled and unapproved absences are disruptive and should be avoided. Employees are expected to be at work each scheduled workday, on time and ready and able to work and all employees are expected to have regular, reliable and punctual attendance. Appropriate use of Paid Time Off (PTO), disability benefits (Short-Term Disability, Long-Term Disability and Workers' Compensation), and protected forms of leave as defined by Company policy are essential to employee well-being, a healthy work environment, and a committed workforce, which are integral factors in Company performance.

Section 9.2 Relationship to Paid Time Off

Employees may use Paid Time Off (PTO) per Article 12 within this Agreement for vacation, illness, accident, family illness, medical appointments or personal business.

Section 9.3 Attendance Guidelines

9.3.1 Definitions

9.3.1.1 Time away from scheduled work is:

- **Absence:** one (1) hour or more of time away is considered one (1) absence. This includes late arrivals and early departures as well as full day absences.
- **Tardy:** Late arrivals or returns and early departures of less than one (1) hour. This includes late arrivals or returns from breaks or meal periods.
- **Days Off:** Negotiated days off such as PTO, holidays, floating days, bereavement leave, etc.

9.3.1.2 Approved: Time away will be considered approved when the time away is:

- Protected leave, defined under applicable local, state or federal laws (i.e., FMLA, OFLA, WFLA, *Oregon and Washington Paid Sick Leave), or relevant leave laws. Protected leave is applied before absences are determined to be unapproved. Employees need to work with Matrix or current leave administrator and the Human Resources team to determine whether any particular absence is covered by protected leave.

* As of June 1, 2024, Oregon Paid Sick Leave is 40 hours of protected leave and Washington State Sick Leave is 50 hours of protected leave. Subject to change, refer to Company Policy.

- Discipline or retaliation based on an employee's use of protected leave is not permitted by law. Employees are responsible for providing appropriate notice and documentation of protected leave as described in the Company's Family Medical Leave policy.
- Approved bereavement leave (per Article 13 within this Agreement), approved military leave, protected leave (as defined in Company policy), jury duty, witness duty on behalf of NW Natural, and approved absences due to industrially related injuries or illnesses.
- Granted approval with at least forty-eight (48) hours' notice, e.g., floating days, PTO, appointments. *

*Requests for time away from work with less than forty-eight (48) hours' notice may be considered approved. This is an exception and the decision is at the sole discretion of the Supervisor/Manager/designated approving authority.

9.3.1.3 **Unapproved:** An absence will be considered unapproved when the time away from work does not meet the criteria for approved absence within this Article or if the employee failed to notify their department's designated approving authority or failed to follow the applicable department reporting procedures for the absence, tardy, or early departure before the start of the scheduled shift or as soon as practicable upon the employee's knowledge that they would be late or absent.

9.3.1.4 **Use of PTO for Unapproved Absence:** Employees may use their accrued Paid Time Off (PTO) for unanticipated absences with less than forty-eight (48) hours' advance notice, but the time away is not considered approved just because the employee has PTO available to cover the time they were away from work.

9.3.1.5 **Unacceptable Amounts/Patterns of Unapproved Absences:** An unacceptable pattern of unapproved absence is demonstrated generally by the following:

- Except as provided in 9.3.1.2 to this Article, after five (5) unapproved absences within a rolling twelve (12) month period measured backward from the date of the most recent unapproved absence.
- Unacceptable amounts/patterns of unapproved absence may be subject to discipline per Article 20 within this Agreement. The Company has

discretion to assess an employee's overall attendance record as it relates to unapproved absences to determine if there is an unacceptable pattern and, if so, the appropriate level of discipline.

- 9.3.1.6 **No Call/No Show:** An employee is considered a No Call/No Show when the employee fails to report for work without contacting their Supervisor (or the Supervisor's documented designee, or if no documented designee, the next level of Supervision) or without following any applicable department-level procedures for absence notification. After three (3) or more consecutive workdays in which a No Call/No Show has occurred, an employee is considered to have voluntarily abandoned employment with the Company.

ARTICLE 10 ISSUE RESOLUTION

Section 10.1 Introduction

The Issue Resolution Process is the agreed to method to address questions, conflicts and disputes, regarding any provisions of this Agreement, at the lowest level possible prior to going through the Grievance Process. The Issue Resolution Process is not intended to be a substitute for direct dialogue between employee and Supervisor. The objective of the Issue Resolution Process is to promote open and continuous communication to determine what's right, not who's right, regarding concerns in the workplace. This process is established on the premise of trust, respect and the mutual goal of resolving issues at the earliest opportunity and appropriate level.

Section 10.2 Issue Resolution Process

Step One

Prior to filing a formal issue (OPEIU Local 11 form), the employee and the Supervisor should first meet informally to discuss and attempt to resolve the issue(s).

Step Two

In the event there is no resolution, the Steward, the employee and the Supervisor should meet and discuss the issue(s) and attempt to resolve the issue(s) informally.

Section 10.3 The Issue Resolution Committee

Step Three

Should the issue not get resolved between the employee, the Steward and the Supervisor, it shall be presented to an Issue Resolution Committee, hereinafter referred to as the "Committee," for consideration.

- 10.3.1 An Issue Resolution Committee is organized on an as needed basis for the purpose of dealing with possible conflict(s) with the Agreement and in accordance with Section 10.1 to this Article. The Committee shall not have the authority to change, delete, or modify any terms and conditions of the Agreement.
- 10.3.2 The Committee shall be comprised of two (2) bargaining unit members from the current list of Stewards and Chief Stewards appointed by the Union and two (2) management employees appointed by the Company. These Committee members will be mutually agreed upon by the LMC Co-Chairs. The appointed Committee members with mutual agreement may at their discretion bring in a subject matter expert (SME).
- 10.3.3 For any single topic the Committee may meet for up to three (3) hours total.

The Committee shall consider only those contract issues which are mutually agreed upon or otherwise designated in the Agreement or bylaws of the Committee.

The Committee resolution decisions will be made by consensus and the Committee shall submit their findings and decision to the employee, Supervisor, and the LMC Co-Chairs. Resolutions that are changes to work rules/conditions or other items that may impact other workgroups or employees shall be submitted to the LMC Co-Chairs for review, approval, and communication to members and/or workgroups impacted.

Should these four (4) Committee members not reach consensus within fourteen (14) calendar days, they shall immediately communicate this to the LMC Co-Chairs for resolution or movement to the grievance process.

All timelines above may be extended by mutual agreement of the Parties. If extended, notification will generally be provided to all parties along with status and anticipated action within three (3) working days of the decision to extend or as soon as possible thereafter.

Nothing in this language precludes a party from withdrawing an issue at any time with notification to the Union office and Human Resources.

ARTICLE 11 WAGES

Section 11.1 Compensation

The parties agree to ensure that there will be a compensation system that supports business operations while maintaining internal and external equity.

11.1.1 **Pay Rates.** Each job will be placed in a pay group. Each pay group will have at least two (2) pay steps.

11.1.2 **Entry Rate.** This rate of pay is one step below the Experienced Rate.

11.1.2.1 An employee entering a position which has only two (2) pay steps shall receive the Entry Rate when:

- Entering a new position in a higher pay grade,
- Entering a new position in the same grade when an employee is currently receiving the entry pay rate,
- Entering the same or lower position and an employee has never received the Experienced Rate for either position.

11.1.3 **Experienced Rate.** This is the top rate of pay an employee will receive for that grade.

11.1.3.1 In order to receive the Experienced Rate an employee must first successfully complete all of the following:

- Any applicable in training programs or required certifications.
- Receive the Entry Rate for the new position for a period not less than two hundred and sixty (260) working days (credit towards the two hundred and sixty [260] working days will be given for any previous days worked in the same or higher grade at the entry rate). The parties agree for absences of twenty (20) workdays or more, the Company may, at its sole discretion, extend the two hundred and sixty (260) day timeframe by the same number of workdays missed.
- The qualifying period for the position.

11.1.3.2 Employees who have previously held the same or higher grade and who have received the experience rate for the same or higher grade shall also be paid the experienced rate.

11.1.4 **Additional Pay Steps**

11.1.4.1 Under certain circumstances, positions may have additional pay steps. These positions must be mutually agreed to and have formal In-Training programs and as defined below.

11.1.4.2 An employee entering a position with these additional pay steps will receive the appropriate rate of pay in accordance with the provisions within this

Article. The starting rate shall not be less than eighty percent (80%) of the Experienced Rate.

11.1.4.3 A formal In-Training program is required for a position to have additional pay steps. Not all positions with a formal training program will have additional pay steps. The starting step for any such position shall not be less than eighty percent (80%) of the experienced rate as deemed appropriate by the Company.

11.1.4.4 Positions with Approved Additional Pay Steps

Currently, the following positions have additional pay steps. The pay steps are tied to timeframes and not to completion of training phases or qualifying periods. During the life of this Agreement, positions with additional pay steps may be added to, removed from or changed by mutual agreement between Management and the Union.

- Corrosion Technician
- Construction 2
- Service Technician (CFS 2)
- Mechanic Welder (Welding & Fabrication 4)

11.1.4.5 Time starts on the date of hire for external hires and rehires or first day of training for internal hires. Employees shall progress through Steps 1 through 4 in accordance with the schedule below.

Employees may progress from Step 4 to Step 5 (Experienced Rate), after successfully meeting all the conditions as described in 11.1.3.1 to this Article and receiving satisfactory performance evaluations. Steps as a percentage of Experienced Pay Rate are listed below:

Step	Time in Program	% of Experienced Pay Rate
1	0 months	80%
2	6 months	85%
3	12 months	90%
4	24 months	96% (Entry)
5	36 months	100%

Pay rates for internal employees entering an In-Training program will be determined as follows:

- When promoting into a job with a higher pay grade the employee shall be placed at the Step closest to their current rate of pay that results in a pay increase.
- When bidding into a job in the same pay grade, they shall be placed at the same Step the employee currently holds, except in the case of an employee who currently holds the Experienced Rate where it will be the Step below the Experienced Rate.
- When bidding into a job with a lower pay grade they shall be placed at the Step below the Experienced Rate which results in the least reduction in pay.

11.1.4.6 Internal employees entering an In-Training program at a step higher than Step 1 will advance to the next Step within the timeframes as defined in the above chart. For example, an employee who enters at Step 3 will move to the Step 4 pay rate after twelve (12) months.

11.1.4.7 **Benchmark-based Progression**

At Management's discretion, with mutual agreement from the employee, benchmark-based progression may be used for the following workgroups:

- Weld & Fab 4
- Corrosion Technician

Benchmark-based progression would allow an employee to advance to the next step/pay scale as described in 11.1.4.5, not to exceed Step 4, by completing the required testing ahead of the time-based progression. In the absence of benchmark-based progression, the employee will follow the additional step/pay scale schedule.

Section 11.2 Scheduled Annual Increases and Wage Adjustments

Increases to wages are incorporated into "Schedule B – Wage Scale" within this Agreement. These negotiated rates were achieved utilizing the guiding principle of alignment with market practices and internal equity considerations. This principle was applied to comparable companies, surveys and job matches. Internal equity ranking shall be applied by mutual agreement in comparison to peer utilities. Market matches and internal equity shall both be considered when achieving alignment.

11.2.1 An employee’s rate of pay shall be adjusted depending upon the employee’s current rate of pay as follows:

- Effective June 1, 2024, all bargaining unit employees shall be moved to the appropriate rate for their job group in accordance with “Schedule A – Job Titles by Pay Group” to this Agreement.
- Employees in positions covered by pay guarantees in Section 1.5 within this Agreement are covered in Section 11.4 to this Article below.

11.2.2 For Employees whose current rate of pay is equal to that contained in “Schedule B – Wage Scale,” the minimum Scheduled Annual Increase is specified in the table below.

Scheduled Annual Increases	
Effective Date	Percentage Increase
June 1, 2024	6.0 %
December 1, 2024	4.0 %
December 1, 2025	4.0 %
December 1, 2026	4.0 %
December 1, 2027	4.0 %

Section 11.3 Job Compensation and Approval Process

11.3.1 Human Resources Professional Review

When a new bargaining unit job is established or if there is a substantive change, initiated by the Human Resource Compensation Professional or submission of the Job Compensation Evaluation Form, to the job that requires changing the job match used in the market evaluation as determined by the Human Resources Compensation Professional, the Company shall conduct a market evaluation of wages using the same comparable companies, surveys, job matches, and methodology used in the negotiations for this Agreement. For purposes of determining whether there is a substantive change to a job, the Company’s Human Resources Compensation professional will make the ultimate determination which will focus on whether there is a material change in job duties that significantly affect the nature and level of the work being performed and using the process described below.

11.3.2 Labor Management Committee Review

The Labor Management Committee Leadership Team (LMC LT) will review and approve recommended changes to Job Matches, Pay Groups, Wage Rates and Adjustments as described in this Article and presented by the Company Compensation Professional following the Job Compensation Evaluation Form,

which will be made available to all employees on the Company intranet. The LMC LT reserves the right to bring in subject matter experts to inform their decisions.

11.3.3 Changes and additions of a significant nature to “Position Specific Essential Functions” will follow these steps:

(1) Employee(s) shall submit the Job Compensation Evaluation to their department Manager for consideration. The manager will consult with the HR Compensation Professional prior to approving a request for job description changes or evaluation. If after review with the HR Compensation Professional it is determined there are changes of a substantive nature to the job description that would warrant a review (material change of job duties that significantly affect the nature and level of the work), the manager will approve the job evaluation form and compensation will notify the employee that a review is pending and will be presented to the LMC-LT.

(2) If the HR Compensation Professional determines there is not a substantive change to the job to warrant a review, the HR Compensation Professional will inform the manager and requesting employee that a market review will not be completed. The HR Compensation Professional will inform the LMC Co-Chairs of the request, and non-substantive changes to the job description. The LMC Co-Chairs have the option to request a deeper review if other material information is presented to the HR Compensation Professional that was not included in the initial request.

(3) The HR Compensation Professional is responsible for communicating decisions on review requests to the LMC-LT, the requesting manager, and employee(s).

(4) The effective date of any change will be the date of the decision by the LMC-LT. If the compensation review has taken an extended period of time (i.e., more than three (3) months), the LMC-LT will agree on an appropriate effective date.

Section 11.4 Honored Pay Rate Employees

11.4.1 Effective June 1, 2024, and for the term of this Agreement, Honored Pay Rate employees shall receive a lump sum equal to the scheduled annual increase. This lump sum payment shall continue until the difference between their current rates of pay prior to the scheduled annual increase is less than three percent (3%) more than the rate of the “Schedule B – Wage Scale.” At that time, they will receive that percentage amount necessary for their current wage to equal that in the “Schedule B – Wage Scale” with the difference between that amount and the scheduled annual increase in a lump sum*.

* Lump sums owed under these provisions shall be calculated based on the employee’s regular and overtime earnings for pay periods ending in the preceding

twelve (12) months period prior to the increase, and shall be paid on the employee's second pay check in the month the increase was issued.

- 11.4.2 In the event an Honored Pay Rate employee bids into a position with a Wage Scale rate lower than the pay rate for the position the employee was placed or preferentially bid into that resulted in the pay guarantee, the employee's pay shall be decreased to the rate contained in the Wage Scale for the position into which the employee bid.

Section 11.5 Premium Pay Rates

11.5.1 Overtime Pay

- 11.5.1.1 An employee shall be paid at one and one-half (1.5) times the regular rate, including applicable premiums for:
- The first twelve (12) hours worked on the first scheduled day off for any time worked.
 - The first twelve (12) hours worked on an Unplanned Schedule Change or an Unplanned Shift Change except as provided for in 11.5.1.2 to this Article.
 - Hours worked in excess of an employee's shift (minimum eight [8] hours) when working a regular full-time schedule.
 - Hours worked in excess of forty (40) regular hours in a workweek, when working a regular full-time, flexible or part-time schedule.
- 11.5.1.2 An employee shall be paid at two (2) times the employee's regular rate, including applicable premiums for:
- More than four (4) hours worked in excess of an employee's shift (minimum eight [8] hours), or hours worked in excess of forty (40) regular hours plus twenty (20) time-and-one-half hours in a workweek.
 - All hours worked on the second scheduled day off in a workweek when no schedule change is involved. This applies only if an employee works at least eight (8) hours on the first scheduled day off.
 - All hours worked on a Sunday that is a scheduled day off.
 - Call-Ins as provided for in 6.1.5 within this Agreement.
 - All hours worked on holidays as provided for in Section 14.5 within this Agreement.

11.5.2 Pay for On-Call Assignment

- Sixty-nine dollars and fifty-three cents (\$69.53) for each On-Call Assignment on an employee's regularly scheduled workday,
- One hundred four dollars and twenty-nine cents (\$104.29) for each On-Call Assignment on an employee's scheduled days off, and
- One hundred thirty-five dollars and forty-six cents (\$135.46) for each On-Call Assignment that begins on an actual (not an Observed) holiday as defined in Section 14.1 within this Agreement.

Effective June 1, 2024, the amounts listed in this Section above will be increased annually at the same time and percentage as the scheduled annual increase in accordance with 11.2.2 to this Article.

11.5.3 Recognition for On-Call Assignments

- 11.5.3.1 Employees who have eighty (80) to one hundred four (104) On-Call Assignments in a calendar year will receive a payment of one and a half percent (1.5%) of that Employee's regular and overtime earnings for that same calendar year payable in a lump sum on the second regularly scheduled paycheck in January of the next year. An employee who retires or separates employment prior to the end of the calendar year and has earned the On-Call Assignment Recognition Incentive shall be paid the on-Call Assignment Incentive with their final paycheck.
- 11.5.3.2 Employees who have one hundred five (105) or more On-Call Assignments in a calendar year will receive a payment of two and a half percent (2.5%) of that Employee's regular and overtime earnings for that same calendar year payable in a lump sum on the second regularly scheduled paycheck in January of the next year. An employee who retires or separates employment prior to the end of the calendar year and has earned the On-Call Assignment Recognition Incentive shall be paid the on-Call Assignment Incentive with their final paycheck.
- 11.5.3.3 Call-In pay is in addition to On-Call Assignment pay as provided in 6.1.5 within this Agreement. On-Call Assignment periods are not to be counted as time worked for the purpose of calculating overtime.

11.5.4 Schedule Based Premium Pay

- 11.5.4.1 **Saturday/Sunday Pay.** Hours worked on Saturday and/or Sunday as part of the employee's regularly scheduled workweek; as defined in Article 6 within this Agreement; shall be compensated an additional four dollars (\$4.00) per hour.

11.5.4.2 **Shift Work Pay.** Hours worked on Swing and/or Graveyard shift as part of the employee's regularly scheduled workweek shall be compensated an additional two dollars (\$2.00) per hour for Swing shift and three dollars (\$3.00) per hour for Graveyard shift.

11.5.5 **Skill Based Premium Pay**

11.5.5.1 **HAZWOPER Work Pay.** Employees trained to perform duties identified by the Company as HAZWOPER (Hazardous Waste Operations and Emergency Response) will receive an additional three dollars and fifty cents (\$3.50) per hour for the entire shift when performing such duties.

11.5.5.2 **Bilingual Pay.** All hours worked by an employee who is qualified for and participating in an approved Bilingual Program shall be compensated an additional two dollars (\$2.00) per hour.

11.5.5.3 **High Angle Work Pay.** Employees identified, trained and certified in high angle work and rescue skills shall be paid an additional three dollars and fifty cents (\$3.50) per hour when performing such duties.

When an employee is eligible and earning premium pay under any of the categories listed in this Section, that premium pay will be included when calculating the employee's overtime rate.

Section 11.6 Accurate Timekeeping

It is the Company's intention to perform accurate timekeeping and payroll entry. In the event of a discrepancy with an employee's submitted time, the employee will be contacted as soon as possible to identify and correct the discrepancy.

ARTICLE 12 PAID TIME OFF (PTO)

Section 12.1 General

Paid Time Off (PTO) benefits are available to employees and may be used for vacation, illness, accident, family illness, medical appointments, or other personal business. PTO shall accrue according to Length of Service with the Company as defined in Section 12.3 to this Article.

12.1.1 **Guidelines for PTO Scheduling**

Established PTO selection groups based on a department, work group or resource center with more than one (1) bargaining unit employee may create their own guidelines for PTO scheduling.

These guidelines shall be made available to all employees on the Company intranet and:

- Include signatures of the department Manager and the Union Representative.
- Include date the guidelines were completed or reviewed.
- Be reviewed no more than once each calendar year, and changes must be finalized sixty (60) days prior to the start of the department's PTO selection process.

12.1.2 Unless otherwise defined in an employee's department, work group or resource center guidelines, scheduling of available PTO will be as follows:

- During the first round of scheduling, full work weeks, including weeks with holidays, and consecutive weeks may be scheduled.
- During the second round, partial weeks and single days can be scheduled.
- Carry over PTO hours accrued in previous years may be scheduled once all employees have been afforded the opportunity to schedule their current year accrual.
- Groups without guidelines will review the need for guidelines not more than annually and if mutually agreed to, then, the group can continue to operate without guidelines.

12.1.3 Employees will be required to take a minimum number of PTO hours annually (Annual Minimum Usage) as described in 12.2.2 to this Article, but will otherwise be able to carry over accrued but unused PTO up to a total of four hundred and eighty (480) PTO hours.

All other PTO provisions of the Agreement apply (i.e., requests must be made forty-eight [48] hours in advance, etc.).

12.1.4 **Previously Approved PTO Scheduling When Awarded a Position**

Once a position has been awarded, the awarding group will accommodate the PTO requests that were previously approved, subject to availability and approval. If an employee exercises the right of return, the group that the employee is returning to will attempt to accommodate the PTO request that was previously approved, subject to availability and returning Supervisor approval.

12.1.5 The LMC Co-Chairs may approve payout of annual minimum usage time not taken that otherwise would be forfeited due to the inability to schedule the

minimum because of a disability or protected leave. In all other cases, for employees who do not take the full annual minimum usage of PTO, the PTO will be forfeited.

12.1.6 Annual Minimum PTO Usage Exceptions

- 12.1.6.1 Employees are responsible to schedule and take annual minimum PTO within department guidelines.
- 12.1.6.2 For employees whose medical disability time off or protected leave does not allow them to schedule their entire annual minimum PTO usage hours, unused minimum hours may be paid out rather than rolled over. In these cases, employees need to make their request via email to the LMC Co-Chairs prior to December 31st. Requests are reviewed on a case-by-case basis; approval is not automatic. Employees will be advised via email of the final decision.
- 12.1.6.3 On a voluntary basis, employees may donate up to 40 PTO hours annually to other employees. Donated time does not count towards minimum usage for either the giver or the recipient and must be scheduled in accordance with 12.1.1 and 12.1.2. The recipient must have satisfied their probationary period.

Section 12.2 Accrual

- 12.2.1 Regular employees begin to accrue PTO benefits from the first day of regular employment. PTO benefits are credited to the employee’s account at the end of each pay period.
- 12.2.2 The rate of PTO accrual is based on a regular employee’s Length of Service as follows:

Length of Service	Annual PTO Accrual	Annual Accrual In Hours	Annual Minimum PTO Usage
0 to less than 1 year	16 days	128 Hours	0 Hours
1 to less than 5 years	16 days	128 Hours	40 Hours
5 to less than 13 years	21 days	168 Hours	80 Hours
13 to less than 22 years	26 days	208 Hours	120 Hours
22 years and more	31 days	248 Hours	160 Hours

- 12.2.3 During the year in which an increase in annual PTO accrual occurs, the change will take place during the pay period of the regular employee’s anniversary date and will be prorated for the calendar year.

- 12.2.4 Term and Intern Employees accrue PTO only as provided for in their Term Employment Agreement.
- 12.2.5 Employees who qualify for Short-Term Disability (STD), Workers' Compensation (WC), or protected leave as defined in Company policy will continue to accrue PTO during their first six (6) months of absence.
- 12.2.6 Employees do not accrue PTO while on Long-Term Disability (LTD) or after six (6) months on WC or protected leave as defined in Company policy, unless otherwise required by applicable law.
- 12.2.7 PTO will not accrue during a voluntary unpaid leave of absence of any duration (See Section 12.7 to this Article).
- 12.2.8 Employees may borrow PTO in advance up to their current year annual accrual. An employee who terminates employment with a negative PTO balance will be required to reimburse the Company for the PTO advanced to the employee. Employees agree and understand that this reimbursement will be deducted from the employee's final paycheck and that such deduction is specifically authorized as a term of this Agreement.
- 12.2.9 PTO accrual for part-time regular employees will be prorated based on the actual hours worked as compared to a full-time year of two thousand eighty (2,080) hours.

Section 12.3 Length of Service

- 12.3.1 Length of Service for purposes of determining PTO accrual shall be defined to include:
- The time during which the regular employee was an employee and received income (pay) or income replacement (e.g., STD, LTD, WC), regardless of whether that previous service was as a regular, Term, or Intern employee; and
 - An approved period of absence without pay that is less than sixty (60) consecutive calendar days. In such a circumstance, the regular employee will retain their original hire date for the calculation of the Length of Service.
- 12.3.2 Length of Service does not include periods of absence without pay of sixty (60) or more consecutive calendar days, unless otherwise required by applicable law.
- 12.3.3 Regular employees who have a break in service may be eligible for an adjusted PTO abridgement date for PTO accrual if their prior eligible Length of Service is greater than the time they were not an employee of the Company. If so eligible for abridgement date, the duration of the break in service will not be credited toward

Length of Service. The determination of this adjustment will be done at the time of rehire.

- 12.3.4 Section 12.3 to this Article addresses Length of Service for purposes of determining PTO accrual. Length of Service may be defined differently in other benefits plans including, for example, the Retirement Plan for bargaining unit employees. In such cases, the terms of the individual plan(s) control.

Section 12.4 Buy Back Provision

Employees may request a buy back of their annual PTO accrual which exceeds the minimum usage requirement. Requests for buy back will be permitted so long as the PTO balance is not reduced below thirty-two (32) hours. The thirty-two (32) hour buy back restriction does not apply to the scheduling of PTO (i.e., PTO can be scheduled to a zero [0] balance, but not sold below the thirty-two [32] hour balance).

In all buy back instances, the calculation of pay for buy back requests refers to the current rate of pay at the time of the buy back, which means the rate of pay contained in the Wage Scale for the current awarded position. If rate retained, the higher rate applies. This applies only to situations of PTO buy back and has no impact on the language contained in Section 12.5 to this Article.

All PTO buy back shall be in accordance with IRS rules and Company guidelines and will be made available to all employees on the Company intranet.

Section 12.5 Rate of Pay

The rate of pay for PTO shall be computed at the employee's wage rate for the employee's current awarded position. If rate retained, this higher rate applies. In addition, the rate of pay shall include the appropriate shift work pay and other premium pay if the employee works (is scheduled to work) shift work and/or receives premium pay every working day.

Section 12.6 Scheduling of PTO

- 12.6.1 Except for emergencies, bereavement and PTO for unanticipated illness as described in Section 15.1 within this Agreement, requests for PTO for full or partial day absences must be made forty-eight (48) hours in advance and require prior Supervisor approval. The minimum increment of time that may be used for PTO is fifteen (15) minutes.
- 12.6.2 Employees will schedule PTO on a Company seniority basis according to workgroup, department or resource center guidelines and in accordance with this Article. Guidelines will be made available to all employees on the Company intranet.

Section 12.7 Voluntary Leave of Absence without Pay

A voluntary unpaid leave of absence is a leave of absence without pay that does not fall within any category of protected leave as defined in Company policy. Employees are eligible for a voluntary unpaid leave of absence only as provided for in Company policy. Annual PTO accrual must be exhausted before an employee may take a voluntary unpaid leave of absence and PTO will not accrue during a voluntary unpaid leave of absence of any duration. Under certain business conditions the Executive Officer responsible for Human Resources may waive the requirement to use the annual PTO accrual prior to allowing voluntary leave without pay.

Section 12.8 PTO Counts as Time Worked

Any PTO used by an employee shall be treated as if it were time worked for the purpose of computing overtime.

Section 12.9 PTO at Separation

At the time an employee retires or separates employment, all accrued and unused PTO will be paid to the employee with their final paycheck. Accrued PTO is not intended to be used to extend employment prior to retirement or separation, therefore, employees shall not schedule more than a maximum of one (1) month of PTO just prior to their retirement or separation date.

ARTICLE 13 PAID BEREAVEMENT LEAVE

Section 13.1 General

- 13.1.1 Employees are eligible for Paid Bereavement Leave in the event of the death of a covered family member. Eligible employees may take up to a maximum of three (3) workdays of Paid Bereavement Leave for each death of a covered family member to grieve and attend to matters related to the loss. A covered family member is defined in the Company's Bereavement Leave policy.
- 13.1.2 Employees must notify the Company as soon as practical when taking Paid Bereavement Leave or any extension of bereavement leave covered by PTO in accordance with departmental absence reporting practices. Employees may be required to provide documentation.

Section 13.2 Rate of Pay

The rate of pay for Paid Bereavement Leave shall be computed in the same manner as PTO as described in Section 12.5 within this Agreement.

ARTICLE 14 HOLIDAYS

Section 14.1 Holidays Defined

14.1.1 Paid Holidays

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Three (3) Floating Days per calendar year
One (1) Additional Designated Holiday

14.1.2 Paid Holidays Falling on a Saturday and/or Sunday

Any Holiday which falls on a Sunday shall be observed on the following Monday; any Holiday which falls on a Saturday shall be observed on the Friday before. However, for employees with regular schedules that include scheduled workdays of Saturday and/or Sunday, the holiday shall be recognized on the actual date of the Holiday and not on the Observed Holiday.

Section 14.2 Holiday Pay

- 14.2.1 Full-Time regular employees shall receive holiday pay based upon an eight (8) hour day regardless of assigned shift (e.g., ten [10] or twelve [12] hours) and will be paid at the employee's regular straight time pay. For remaining hours beyond eight (8) hours, employee may use PTO or Leave without Pay.
- 14.2.2 Part-Time regular employees receive holiday pay based on the actual hours compensated in the two (2) full pay periods prior to the pay period in which the Holiday occurs as compared to a normal two (2) full pay periods of one hundred sixty (160) hours.

Section 14.3 Floating Days

- 14.3.1 Floating days are additional paid days off which are not defined holidays and during which the Company will remain open. Employees are eligible for three (3) floating days per calendar year. Floating days must be used within the calendar year or they are forfeited. Floating days will be made available by Management to the limit required by the department to assure appropriate business staffing. Employees must schedule their floating days within these limits with the mutual agreement of their Supervisor.

14.3.2 Employees in their first year of employment will be eligible for floating days during that calendar year as follows:

Hire Date	Floating Days Qualified For
January 1 through April 30	Three (3) 8-hour days
May 1 through September 30	Two (2) 8-hour days
October 1 through November 30	One (1) 8-hour day
December 1 through December 31	0 days

14.3.3 Scheduled floating days qualify as a holiday for pay. Part-Time regular employees receive pay for floating days per 14.2.2 within this Article.

Section 14.4 Additional Designated Holiday

Employees will be given one (1) additional designated holiday to be used on the workday before or after Christmas or New Year's Day. The day or days available for scheduling the additional designated holiday will be based upon staffing requirements as determined by the department Manager, which may vary by employee if the department is not closed. Date(s) to be determined and communicated before annual PTO scheduling.

Scheduled additional designated holidays qualify as a holiday for pay.

Section 14.5 Holiday Allowance for Work on a Holiday

Employees who are scheduled to work during a holiday (actual and/or observed), additional designated holiday, or on a previously scheduled floating day shall be paid at two (2) times the employee's regular rate and the rate of pay shall include the shift differential and other applicable premium pay if the employee works or is scheduled to work an alternate shift and/or receives premium pay every working day. In addition, the employee will receive eight (8) hours of holiday pay.

Section 14.6 Holiday Pay if Absent

14.6.1 Employees who are absent are eligible for holiday pay when on:

- Approved PTO or absences, including State(s) Paid Sick Leave, the scheduled workday before or scheduled workday after a holiday;
- Paid status for a continuous absence for a period of not more than six (6) months and when the pay is in some form directly from the Company;
- Unpaid status in conjunction with a protected leave; or
- Short-Term Disability (STD). The employee receives holiday pay to supplement the portion of the employee's earnings not paid through STD,

calculated at the employee's regular straight-time rate not to exceed a total of one hundred percent (100%) of the employee's regular pay.

14.6.2 Employees are not eligible for paid holiday(s) when the employee is:

- Absent the scheduled workday before or the scheduled workday after the scheduled holiday(s) and the absence is unapproved, and in accordance with 9.3.1.4 within this Agreement*;
- On Workers' Compensation (Industrial Disability) paid leave. The Employee will continue to receive time loss payments from the Workers' Compensation carrier;
- Absent for six (6) months or more;
- On a voluntary unpaid leave of absence of any duration;
- On a period of absence for which the employee is already receiving full pay from the Company; or,
- On Long-Term Disability (LTD). The employee receives LTD pay through the LTD provider and is not eligible for holiday pay.

*When an employee has an unapproved absence due to treatment at a healthcare provider (doctor's office), urgent care facility, emergency room, or admission to a hospital and the employee provides documentation of such treatment, the employee shall be eligible for holiday pay.

Section 14.7 Holiday Counts as Time Worked

Paid holidays shall be counted as time worked for the purposes of computing overtime if the holiday falls on an employee's scheduled workday. If the holiday falls on an employee's scheduled day off, it shall be treated the same as a Saturday and be paid at the employee's regular straight time pay.

ARTICLE 15 DISABILITY

Section 15.1 Non-Industrial Disability

15.1.1 Short-Term Disability (Non-Industrial)

Short-Term Disability (STD) benefits are available to eligible regular employees.

Qualified absences for eligible full-time regular employees that exceed four (4) consecutive or non-consecutive workdays in a consecutive fourteen (14) calendar

day period for the same non-industrial illness or injury are covered under STD subject to the provisions and eligibility requirements of the NW Natural Short-Term Disability Income Protection Plan (STD Plan). For part-time regular employees the elimination period will be prorated based on the actual hours compensated in the two (2) full pay periods prior to the pay period in which the initial absence occurs as compared to a normal two (2) full pay periods of one hundred sixty (160) hours.

STD income replacement is based on a regular employee’s Length of Service, as defined in Section 12.3 within this Agreement, and as follows:

Length of Service	Percentage of Income Replacement
0 to less than 10 years	70%
10 to less than 15 years	80%
15 years and more	85%
Date of hire 1994 and earlier (honored)	100%

STD benefits are provided to eligible regular employees for as long as the employee(s) have an accepted disability claim supported by the employee's health care provider, and determined by the disability carrier. However, the maximum period for a STD claim is one hundred eighty (180) consecutive calendar days. All STD requests require documentation from a qualified healthcare provider supporting the illness/injury. A period of short-term disability may require the employee's qualified healthcare provider’s release to return to work when directed by the third-party STD Plan Administrator.

While an employee is on company paid STD Plan, the Company will continue to contribute to the employee’s retirement plan(s), transfer Union dues, and contribute Company portion of the Health & Welfare premium share.

While an employee is receiving benefits from a State Paid Leave Program the Company will continue to pay the employer share of the Health and Welfare premium.

Regular employees may elect to supplement their STD income replacement up to one hundred percent (100%) of their regular rate of pay by drawing on their PTO account.

For more details regarding STD, including eligibility requirements and coordination with State Paid Leave Laws, refer to the STD Plan summary plan description or contact Human Resources. All plan descriptions will be made available to all employees on the Company intranet.

15.1.2 Long-Term Disability (Non-Industrial)

Long-Term Disability (LTD) benefits are available to eligible regular employees. A qualified disability for eligible regular employees that extends beyond one hundred eighty (180) calendar days will be covered under LTD subject to the provisions and eligibility requirements of the bargaining unit Group Long Term Disability Insurance Program (LTD Plan). The LTD Plan provides income continuation at sixty percent (60%) of the regular employee's pay for as long as disabled, until the regular employee reaches the Maximum Duration of Benefits as outlined in the LTD Plan. Each period of Long-Term Disability requires a qualified healthcare provider's release to return to work as coordinated through the third-party LTD Plan Administrator. For more details regarding LTD, including eligibility requirements, refer to the LTD Plan or contact Human Resources.

A regular employee's employment will end on the anniversary date of the first day of absence, as defined in Consecutive Disability Period (per Section 15.5 to this Article). LTD benefits may continue as described above and per the terms of the LTD Plan. Nothing in Article 15 is intended to indicate a guarantee of employment; employment may be ended for other reasons during the year, subject to other provisions of this Agreement.

A regular employee whose employment has ended as described in this Article will retain the right to apply for an open and available position as an internal bidder for a time period equal to two (2) years or one (1) month per full year completed from date of hire, whichever is greater, from the date of first absence related to the disability. The employee's Company, Job and/or Line of Progression seniority accumulated as of the last day of employment will be used for bids and awards per Article 4 within this Agreement.

Section 15.2 Workers' Compensation (Industrial Disability)

If an employee is injured on the job, the employee may be eligible for Workers' Compensation benefits, including industrial disability pay. If injured on the job, the employee will contact their Supervisor immediately to report the injury and complete any required form(s) in a timely manner. In no case shall an employee receive non-industrial disability pay and industrial disability pay for the same period(s) of time. If for any reason an employee's Workers' Compensation claim is denied, the employee may apply for coverage of the disability using the non-industrial disability programs outlined in 15.1.1 and 15.1.2 to this Article.

Section 15.3 Workers' Compensation (Industrial Disability) Supplemental Pay Allowance

Industrial disability pay or "time loss" in connection with a Workers' Compensation claim generally begins following a waiting period (currently three [3] days). The Company will compensate the employee during the waiting period with a supplemental allowance equal to the employee's statutory rate of sixty-six and sixty-seven hundredths' percent (66.67%) of an employee's regular straight time pay on a tax-free basis.

Section 15.4 Reemployment and Reinstatement Arising from Industrial Disability

- 15.4.1 If it is determined that a regular employee has ongoing restrictions which prevent them from returning to their current regular job, the Parties will consider applicable ADA (Americans with Disabilities Act) reasonable accommodations and/or state workers' compensation reemployment or reinstatement provisions to explore options for that employee.
- 15.4.1.1 Employees on permanent restrictions due to Industrial Disability are encouraged to seek open positions that fit with their restrictions and must follow the bidding process per Article 4 within this Agreement.
- 15.4.1.2 With joint Union and Management agreement, these employees may be placed into an open position without posting the open position.
- 15.4.2 If a regular Employee exceeds one (1) year of Consecutive Disability Period (as defined in Section 15.5 to this Article) related to the covered industrial disability, the employee's employment will end. Workers' Compensation benefits may continue, subject to eligibility in accordance with applicable Workers' Compensation laws. The regular employee also retains the right to apply for any open and available position for which they meet bidding qualifications as an internal bidder for a time period equal to two (2) years from date of separation of employment. The employee's Company, Job and/or Line of Progression seniority accumulated as of the last day of employment will be used for bids and awards per Article 4 within this Agreement.
- 15.4.3 A regular employee who is placed, awarded, or reemployed in a lower classification per Section 15.4 to this Article shall have their pay administered as an Honored Pay Rate Employee subject to provisions in Section 11.4 within this Agreement.
- 15.4.4 A regular employee whose employment is ended per 15.4.2 to this Article will be eligible for a COBRA (Consolidated Omnibus Budget Reconciliation Act) subsidy equivalent to the amount and duration provided through the LTD Plan. This subsidy will be adjusted to match the LTD benefit as needed.

Section 15.5 Consecutive Disability Period (Industrial and Non-Industrial)

The Consecutive Disability Period starts with the first day of absence for the covered disability and includes time off on STD and/or LTD and/or Workers' Compensation. Any return to work for twenty-nine (29) calendar days or less, excluding PTO, does not restart or extend this Consecutive Disability Period.

The Consecutive Disability Period ends when an employee returns to work, without restriction (with or without accommodation), for a period of thirty (30) or more consecutive calendar days, excluding PTO, in either the employee's original position or a new regular position. Any

subsequent absence related to the same initial disability would start a new Consecutive Disability Period.

Section 15.6 Family and Medical Leave Act and Americans with Disabilities Act (ADA)

As detailed in Section 2.6 within this Agreement, the parties strive to comply with all applicable laws, rules and regulations governing the workplace, including but not limited to the Family and Medical Leave Act (and applicable state law) and the Americans with Disabilities Act (and applicable state law). To the extent applicable laws include exceptions for parties in a collectively bargained relationship, this Section does not address or waive the application of such exceptions.

15.6.1 Family and Medical Leave Act (and Related State Laws)

Federal and State laws permit eligible employees to take unpaid leave in certain circumstances. These laws include, for example, the federal Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), the Washington State Family Leave Act (WFLA), the Washington State Family Care Act (WFCA), and the Washington State Military Family Leave Act (WMFLA).

15.6.2 Americans with Disabilities Act (and Related State Laws)

Employees must be able to perform essential job functions with or without reasonable accommodation.

ARTICLE 16 HEALTHCARE

Section 16.1 Employees

The Company shall pay into the Western States Health & Welfare Trust Funds of the OPEIU, hereinafter the Welfare Trust Fund, the costs necessary to establish and maintain coverage for medical, dental, vision, and life insurance benefits for eligible employees through the Welfare Trust Fund, including that percentage specified in 16.1.1.3 to this Article as the responsibility of the employee. The terms and conditions of coverage are set forth in the Welfare Trust Fund's plan documents and are not the subject of negotiation between the Parties.

16.1.1 General

- 16.1.1.1 These Company payments will be made only for eligible employees who are regularly scheduled to work twenty (20) or more hours per week. Term employees are eligible only for the benefits identified in their Term Employee Agreement.

16.1.1.2 For the term of this Agreement the Company will share in the cost of benefits with employees as necessary to provide benefits under the Welfare Trust Fund, on the effective dates and in the amounts described below.

16.1.1.3 Effective with the benefit year beginning January 1, 2025, and for the term of the Agreement, eligible employees shall be responsible for fifteen percent (15%) of the cost of the premium. The premium share payments for the Company and employees described above are based on composite rates provided by the Welfare Trust Fund and will apply regardless of the number of dependents that the employee enrolls. If the Trustees of the Welfare Trust Fund make alternate rates available during the term of this Agreement, the Parties agree to negotiate the impact of any alternate rates.

The Company is authorized to deduct from each eligible employee's wages the percentage amount described above as the employee's cost of premium in such amount that is necessary to maintain coverage under the Welfare Trust Fund.

16.1.2 Spouses or Partners Both Working for NW Natural

An employee who is married to, or in a domestic partnership with, a current or former Company employee who is eligible for Company payments to the Welfare Trust Fund will not be required to opt out of coverage, but may elect to opt out. In which case, the employee will be covered under the voluntary provisions of 16.1.3 to this Article.

16.1.3 Opt Out Due to Other Coverage

Employees eligible for Company payments to the Welfare Trust Fund may voluntarily opt out of Welfare Trust Fund medical, dental, and vision coverage, provided that they produce evidence of other such coverage. Employees who opt out of coverage will receive a cash payment of three hundred dollars (\$300.00) per month in lieu of Company payments to the Welfare Trust Fund. This monthly cash payment can be applied to other benefits offered by the Company (such as additional life insurance or additional life insurance or additional LTD, subject to the terms of those benefits), deferred into the RKSP 401(k) Plan, taken as cash, and/or directed into the Flexible Spending Account.

16.1.4 Timing of Elections

In any case where an employee can elect a cash payment in lieu of Company payments to the Welfare Trust Fund, the employee's election must be made under, and in compliance with, a cafeteria plan under Section 125 of the Internal Revenue Code, as amended (Code). The provisions of Section 16.1 to this Article shall be interpreted and applied in a manner that complies with Section 125 of the Code.

Section 16.2 Retirees

- 16.2.1 **General.** A covered retiree is a former employee who (i) is eligible for and elects to retire at or after age sixty (60) with a total of fifteen (15) years of service, or at or after age fifty-eight (58) with a total of twenty (20) years of service, under the Retirement Plan and (ii) enrolls in retiree coverage through the Welfare Trust Fund. A covered retiree may enroll their eligible dependents (as defined by the Welfare Trust Fund). Retiree medical coverage through the Welfare Trust Fund ends when the covered retiree becomes Medicare eligible, currently age sixty-five (65). The Company's obligations under this Agreement are to make payments to the Welfare Trust Fund for retiree medical coverage through the term of this Agreement.
- 16.2.2 Effective through the term of this Agreement, the premium necessary to maintain benefits for each covered retiree under the Welfare Trust Fund shall be paid by the Company and covered retiree, as of the effective date of this Agreement (seventy-five percent [75%] Company/twenty-five percent [25%] Covered Retiree).
- 16.2.3 The premium share payments for the Company and covered retirees are based on composite rates and will apply regardless of the number of dependents (if any) that the covered retiree enrolls. If the Trustees of the Welfare Trust Fund make alternate rates available during the term of this Agreement, the parties agree to negotiate the impact of any alternate rates.
- 16.2.4 **Exclusion of Certain Employees**

Employees hired on or after January 1, 2010, are not eligible for retiree medical coverage under the Welfare Trust Fund or for Company payments to the Welfare Trust Fund. Employees who terminate employment with the Company and who are rehired on or after January 1, 2010, are not eligible for retiree medical coverage under the Welfare Trust Fund or for Company payments to the Welfare Trust Fund. This exclusion applies regardless of the length of the rehired employee's break in Company employment and regardless of whether the rehired employee previously would have been eligible for retiree medical benefits.

Section 16.3 Retirees with Spouses or Partners Eligible for Company Paid Benefits

A Company retiree who is eligible for coverage under the Welfare and Trust Fund will not be required to opt out of coverage but may elect to opt out. In which case, the company retiree will be covered under the voluntary provisions of 16.1.3 to this Article.

ARTICLE 17
OTHER BENEFITS

Section 17.1 Meal Stipend

- 17.1.1 **Meal Stipend.** Employees, except for those on per diem, shall be provided a meal stipend for any of the listed situations:
- a. Working three (3) or more hours in addition to the assigned shift duration (minimum eight [8] hour shift);
 - b. Each four (4) hours of continuous overtime beyond the original three (3) hours;
 - c. Unplanned Shift Change or Call-In without at least three (3) hours advance notice to provide for a meal; or,
 - d. After four (4) consecutive hours of work on a Call-In.
- 17.1.2 **Time Stipend.** Employees who meet the criteria of 17.1.1 (a), including those on per diem, shall be paid the amount equivalent of thirty (30) minutes of time at one and one-half (1.5) times the regular rate. The thirty (30) minutes will be paid one (1) time per continuous work period and shall not be counted as time worked for the purpose of calculating overtime.
- 17.1.3 Effective November 1, 2023, the meal stipend is twenty-three dollars and sixty cents (\$23.60). The meal stipend will be adjusted annually by the same percentage adjustment made to the per diem rate, if any. The dollar amount of meals will be recalculated annually by indexing it to the Government Services Administration's per diem rate for the State of Oregon as described in 17.2.2 of this Article.

Section 17.2 Per Diem

- 17.2.1 An employee shall be provided per diem for each day the employee is temporarily assigned job duties away from the regular work area which requires an overnight stay, including the first and last scheduled workdays. Such allowance shall include all personal expenses other than lodging and travel, and is provided to cover such items as meals, tips, personal phone calls, and local transportation. Meal stipends are not provided when the employee receives per diem.
- 17.2.2 Effective December 1, 2023, the per diem rate is sixty-six dollars (\$66.00). The per diem rate will be adjusted annually by averaging the Government Services Administration's State of Oregon rates as published on the website (www.gsa.gov). This per diem rate will be adjusted not less than thirty (30) days after publication by averaging the Meals and Incidental rate column for the close

of the government fiscal year, published approximately October of each year for the following twelve (12) month period.

Section 17.3 Compensation for Travel

Employees will be compensated for travel and mileage. Federal applicable state wage and hour regulations apply as a minimum in these situations, absent an agreement between the Parties.

17.3.1 Paid Travel Guidelines

Paid travel is to be completed during regular scheduled working hours if possible. With the appropriate advance notice, an employee's schedule can be changed to accommodate travel time. (To determine if an Unplanned Shift/Schedule change, see 6.1.3 within this Agreement).

- Paid travel at a time other than the employee's regular scheduled working hours must be pre-approved by Management.
- Paid travel time shall be counted as time worked for the calculation of overtime. To determine appropriate pay, refer to 11.5.1 within this Agreement for overtime calculation with the exception that travel on Sundays or holidays is not automatically paid at two (2) times the regular rate.
- Paid travel time is eligible for applicable premium pay.
- For standard travel times and mileage between Company-based locations, refer to the Hub. Travel times and mileage between locations other than Company-based locations will be calculated by management utilizing the method used by the Labor/Management Committee (LMC) [e.g., currently GoogleMaps]. Time exceeding those calculated will be reported to Management for compensation.
- When applicable, mileage reimbursement will be paid in accordance with the Company's Mileage Reimbursement Policy and will be made available to all employees on the company intranet.
- A Company vehicle may be temporarily or permanently assigned to employees for "drive home" use based on business needs.

17.3.2 Travel within Company Territory Requiring Overnight Stay

The Company will provide lodging when an overnight stay is required. The Company is responsible for all associated costs of lodging prior to travel. Employees will not be responsible for any out-of-pocket expenses for lodging,

excluding incidentals. Employees may be required to provide personal credit card to cover incidentals.

- If the employee requests and Management agrees, the employee may travel on a normal day off ahead of the desired reporting day to the temporary reporting location. Under these circumstances, the Company will provide lodging for that day and time spent traveling to the temporary location will be compensated as time worked based on the calculated travel time from the employee's Company-based location to the temporary reporting location. Per diem will not be provided for that day.
- Employees returning home on the last day of a work assignment will be paid for time worked that day including the standard time to drive from the temporary reporting location to the employee's Company-based location. They will also receive per diem for that day.
- If an employee uses a personal vehicle to commute to and from the temporary reporting location, mileage reimbursement will be provided for that commute based on the standard mileage between the employee's Company-based location and the temporary reporting location.

17.3.3 Travel Outside Company Territory

The Company may ask employees to travel to training or other events outside of the territory. Such travel can normally be completed within an eight (8) hour timeframe, but due to unforeseen circumstances (e.g., weather or mechanical delays) may exceed this time.

- All travel arrangements, including scheduled travel day, and itinerary, are to be mutually agreed to by the employee and Management prior to travel. The Company is responsible for all associated costs of lodging prior to travel. Employees will not be responsible for any out-of-pocket expenses for lodging, excluding incidentals. Employees may be required to provide personal credit card to cover incidentals.
- Paid travel time for travel outside of scheduled working hours shall be up to a maximum of eight (8) hours per day in addition to any time already worked that day, unless otherwise required by applicable law. Employees will also receive per diem for that day.
- Travel time is only those hours spent in transit to or from the travel destination.
- Company Policy "Business Travel Procurement and Expense Reimbursement" also applies for travel arrangements outside NWN territory.

17.3.4 **Voluntary Travel Alternatives**

Travel alternatives at the employee's discretion (mode of travel, early arrival or late departure for personal reasons) must be mutually agreed upon by the employee and Management. Such travel should be cost neutral to the Company.

When voluntary travel arrangements result in missed workdays, those days will be charged to Paid Time Off (PTO).

Section 17.4 Transportation

17.4.1 **Basis of Allowance**

Employees who use their personal vehicles for Company business shall be compensated at the rate authorized by the Company, taking into consideration the rate established by the Internal Revenue Service (IRS). The current rate will be made available to all employees on the Company intranet.

17.4.2 **Parking**

The Company has no obligation to provide employee parking, but will make parking available to the extent possible. A parking Flexible Spending Account (FSA) will be available to employees to allow for pre-tax benefit account that can be used to pay or get reimbursed for qualified parking expenses.

17.4.3 **Transit Passes**

Transit passes will be made available to Headquarters-based bargaining unit employees at no cost to the employee. Oregon residents will be provided a TriMet pass. Washington residents who are reporting at 250 Taylor two (2) or more times per week will be provided a C-Tran pass upon request.

In the event of a personal emergency, the Company may provide accommodations to transport the employee to their destination.

Section 17.5 Jury Duty

17.5.1 Employees will receive their regular straight-time rate of pay while serving on jury duty, provided the employee has:

- Promptly notified a designated Company representative and presented a legally enforceable subpoena,
- Requested a transfer to a Monday through Friday Day Shift schedule, if applicable, and

- Called a designated Company representative on weekdays when excused from jury duty to determine whether to report to work.

17.5.2 Employees shall retain any compensation paid by the court while performing this civic function.

Section 17.6 Recognition Programs

In recognition of employee flexibility and support of continuous operations, departments or workgroups may develop recognition programs. Any new recognition programs are subject to approval of the LMC Leadership Team.

Section 17.7 Paid Parental Leave

Regular employees who are regularly scheduled to work twenty (20) or more hours per week are eligible for Paid Parental Leave following the birth, adoption of a child, or foster care placement. Eligible full-time employees qualify for one hundred and twenty (120) hours of pay at their regular rate of pay.

Eligible employees who are typically scheduled to work between twenty (20) to thirty-nine (39) hours per week will receive a pro-rated benefit, based on their weekly schedule. Additional details are provided in the Company's Paid Parental Leave policy.

17.7.1 If and when any new state or federal laws are passed that include a requirement for employers to provide additional paid or unpaid leave, the parties agree to meet and discuss total paid leave allocation. Paid Parental Leave will run concurrently with leave taken under the Oregon Family Leave Act, the federal Family and Medical Leave Act, and/or paid leave provided under any state law when applicable.

17.7.2 Eligible employees should provide thirty (30) days' advance notice or as much advance notice as practicable under the circumstances when requesting paid parental leave. Any paid parental leave provided will run concurrently with leave taken under applicable state or federal leave laws.

17.7.3 Rate of Pay

The rate of pay for Paid Parental Leave shall be computed in the same manner as PTO as described in Section 12.5 within this Agreement.

Section 17.8 Personal Protective Equipment (PPE) Allowances

PPE allowances will be reviewed annually and adjusted as necessary based on Tyndale's average price increase.

17.8.1 **FR (Fire Resistant) Clothing Allowance**

- Newly hired or rehired field employees who are required to wear FR clothing shall receive two thousand one hundred seventy-five dollars (\$2,175.00) for the purchase of approved FR clothing by the end of the calendar year.
- All field employees who are required to wear FR clothing shall receive an annual allowance of nine hundred dollars (\$900.00) for the purchase of approved FR clothing, effective January 1st, 2025.
- Employees have the obligation to take reasonable care of FR clothing. Employees are responsible for laundering. Employees may receive replacement of damaged FR clothing due to unanticipated work-related situations with Supervisor approval.

17.8.2 **Footwear Protection Allowance**

Employees required to wear safety footwear shall be provided up to three hundred dollars (\$300.00) per calendar year for either purchase or refurbishment of boots (e.g., boot rebuilds or toe guards).

17.8.3 **Prescription Safety Glasses**

Employees requiring prescription safety glasses receive up to four hundred fifty dollars (\$450.00) for two (2) pairs of prescription safety glasses during their initial year in the program, and thereafter an annual allowance of up to two hundred twenty-five dollars (\$225.00) for replacement prescription safety glasses.

ARTICLE 18 RETIREMENT PLANS

Section 18.1 Bargaining Unit Employees' Retirement Plan

The Company shall continue to maintain the NW Natural Gas Company Retirement Plan. The Company will make contributions to the Retirement Plan in amounts determined by the Company in consultation with an enrolled actuary, that are sufficient on a sound actuarial basis to provide for the payment of benefits.

- 18.1.1 Regular employees employed on or before December 31, 2009, are eligible to participate in the Retirement Plan to the extent provided for in the written terms and conditions of the Retirement Plan. Term employees are eligible only for the benefits described in the Term Employee Agreement. Term employees are not eligible to participate in the Retirement Plan.
- 18.1.2 Regular employees hired on or after January 1, 2010, are not eligible to participate in the Retirement Plan. Regular employees who terminate employment

with the Company and who are rehired on or after January 1, 2010, are not eligible to participate in, or to accrue any additional benefits under, the Retirement Plan. This exclusion applies regardless of the length of the rehired employee's break in Company employment and regardless of whether the rehired employee previously participated in the Retirement Plan.

18.1.3 Western States Pension Plan (Western States Plan B)

Upon establishment of the plan, the Company will perform its due diligence for acceptance. Company and Trust Representatives will present the Western States Pension Plan B to the NW Natural RKSP Committee and to the NW Natural Board of Directors for approval. If approval is given the Company will make contributions to the Western States Office and Professional Employees Pension Fund on behalf of each eligible Regular Employee beginning the first of the calendar year following approval.

For employees hired or rehired on or after January 1, 2010, the Company will contribute four percent (4%) of the employee's compensation including overtime. Benefits are determined by the Board of Trustees of the Western States Plan and are not subject to negotiation between the Company and the Union.

If the plan is not approved in order to commence contribution on January 1, 2025, 18.1.3 will be opened to renegotiate.

Section 18.2 Retirement K Savings Plans (401(k) Plan)

18.2.1 Retirement K Savings Plan (RKSP 401(k) Plan)

Except as provided in this Agreement, all bargaining unit employees shall be eligible to participate in the RKSP 401(k) Plan under the terms and conditions set forth in the RKSP 401(k) Plan document. For purposes of Section 18.2 to this Article, employees participating in the RKSP 401(k) Plan shall be referred to as "RKSP Participants." During the term of this Agreement, the Company will make a cash matching contribution each pay period on behalf of each RKSP Participant who has made elective deferrals to the RKSP 401(k) Plan during that pay period.

- During the term of this Agreement, the matching contribution shall be equal to fifty percent (50%) of the RSKP participant's elective deferrals (excluding catch-up contributions under Code Section 414(v)) for the pay period, but disregarding elective deferrals exceeding eight percent (8%) of the RKSP Participant's compensation, as defined in the RKSP 401(k) Plan, for the pay period.
- Term employees are eligible only for the benefits identified in their Term Agreements.

18.2.2 Enhanced RKSP 401(k) Plan Contributions for Employees Hired or Rehired On or after January 1, 2010

For employees hired or rehired on or after January 1, 2010, who are eligible to participate in the RKSP 401(k) Plan, the Company will separately contribute four percent (4%) of the employee's compensation for each plan year to the RKSP 401(k) Plan account (Enhanced RKSP 401(k) Plan Benefit). This Enhanced RKSP 401(k) Plan Benefit is available only to employees hired or rehired on or after January 1, 2010, as they are not eligible to participate in the NW Natural Gas Company Retirement Plan.

Pursuant to 18.1.3, the Enhanced RKSP 401(k) plan contribution will be redirected to Western State Pension Plan B in the same manner as the Enhanced Contributions are structured. Employees that are not eligible to enroll in the Western State Pension Plan will continue to participate in the Enhanced RKSP 401(k) plan.

***ARTICLE 19
EMPLOYEE STOCK PURCHASE PLAN***

Employees are eligible to participate in the Company's Employee Stock Purchase Plan ("ESPP") according to the terms and conditions set forth in the written ESPP document. The Company shall continue to have sole discretion to determine the terms and conditions of the ESPP applicable to employees, including contributions, benefits, and administrative provisions. The Company retains the right to terminate the ESPP at any time and will notify the Union of such decision prior to its implementation. Term employees are eligible only for the benefits identified in their Term Agreements.

***ARTICLE 20
PROGRESSIVE DISCIPLINE***

Section 20.1 General

The Company may discipline or terminate any employee for Just Cause and will determine the appropriate level of discipline based on the facts and circumstances presented. The Company shall conduct investigations and issue all discipline in an expedient manner. Notwithstanding the inclusion of Just Cause, the Union and the Company agree to a reasonable person standard to determine what's right, not who's right, in matters of discipline. To ensure the reasonable person standard is adhered to, discipline defense based purely on Just Cause must be approved by the Executive Secretary-Treasurer of OPEIU Local 11 or their designee.

20.1.1 **New Hire Probationary Periods**

Any probationary new employee can be terminated for any reason without intervention by the Union and without right of appeal to the Grievance and Mediation/Arbitration Process in Article 21 within the Agreement.

20.1.2 **Progressive Discipline**

Regular employees may be disciplined in the form of a Documented Verbal Warning, Disciplinary Action Plan, suspension, or termination for Just Cause. Discipline should be progressive to allow the employee the opportunity for improvement prior to moving to a higher level of discipline.

Section 20.2 Definitions

20.2.1 **Documented Verbal Warning (DVW)**

A disciplinary document a Manager or Supervisor may use that identifies in writing an employee's performance problems or other conduct that requires correction.

20.2.2 **Disciplinary Action Plan (DAP)**

A written disciplinary document a Manager or Supervisor may use that states specific performance problems or conduct requiring correction and requires that the employee fully correct the problem within a specified period of time.

20.2.3 **Suspension**

A disciplinary suspension is unpaid and may be used by a Manager or Supervisor in conjunction with a DVW or DAP.

20.2.4 **Last Chance Agreement (LCA)**

A written disciplinary document a Manager or Supervisor may use that states that employee misconduct could have led to termination, but the employee is being offered one final opportunity. An LCA is not subject to the grievance process.

Section 20.3 Disciplinary and Investigatory Meetings

During a disciplinary or investigatory meeting, an employee shall be afforded Union representation as associated with Weingarten Rights, upon the employee's request. The Company shall notify the appropriate representative of the Union (e.g., Steward, Chief Steward, Union Representative) and provide a reasonable period of time to be available for the meeting.

Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

Section 20.4 Process

Progressive discipline shall normally include the following steps:

20.4.1 **Documented Verbal Warning (DVW):** Supervisor is to keep the original in the supervisory file. A copy will be provided in accordance with Section 20.5 to this Article. Documented Verbal Warnings shall remain in effect for no more than two (2) years, at which time they shall be considered removed from the employee's supervisory file.

20.4.2 **Disciplinary Action Plan (DAP):** Copies of the DAP will be sent to Human Resources to be placed in the employee's personnel file and copies provided in accordance with Section 20.5 to this Article. Typically, a DAP will be in effect for up to one hundred and eighty (180) calendar days. Duration of DAPs longer than one hundred and eighty (180) calendar days must be signed by the Manager and the Union Representative.

Three (3) years after the satisfactory completion of a DAP, it will be considered moved from the employee's personnel file to the employee's "employee history file," provided no additional DAPs have been issued to the employee. This "employee history file" will be retained in Human Resources and will be considered a part of the employee's personnel record.

20.4.3 **Suspension:** In case of a suspension, the Company agrees that the employee and the Union shall be provided written documentation setting forth the reason(s) for such action, and in accordance with Section 20.5 of this Article. Employees are entitled to Union representation at such meetings.

To avoid undue burden on the workgroup the date(s) that the employee will be away from work for disciplinary suspension will be determined by applicable PTO guidelines. For work group(s) that do not have documented PTO scheduling guidelines the accepted departmental process will apply; if the suspension dates are not selected and agreed to within five (5) working days management will assign the dates.

For suspensions that are three (3) days or fewer, the date(s) will not be adjacent to employee's regular scheduled day(s) off. No suspension days will be taken adjacent to an observed Holiday. Unpaid dates will occur within sixty (60) days from the date of discipline.

20.4.4 **Last Chance Agreement (LCA):** Copies of the LCA will be sent to Human Resources to be placed in the employee's personnel file permanently and copies will be provided in accordance with Section 20.5 of this Article.

20.4.5 Employees will be required to acknowledge receipt in writing of any disciplinary action; which the employee's signature shall not be construed as agreement or

concurrency with the discipline; and in accordance with Section 20.5 of this Article.

Section 20.5 Distribution of Documents

The Company will provide copies of DVWs, DAPs, LCAs, and Terminations to the employee, Human Resources, Union Office, and Steward or Chief Steward. Sensitive information (e.g., LCAs) may be only shared with the Union Office to ensure privacy for the employee.

Section 20.6 Repetition of Infraction

Repetition of the infraction or failure to complete an action plan within the time specified may lead to further discipline up to and including termination.

Section 20.7 Discipline

As stated in Section 20.1 of this Article, any infraction may also warrant an immediate DAP, suspension, or termination.

Section 20.8 Bidding

Bidding on positions, advancing in a Line of Progression, or Progression without Bidding may be affected as a condition of progressive discipline.

Section 20.9 Grievance

The employee may file a written grievance appealing disciplinary action per Article 21 within this Agreement.

ARTICLE 21 GRIEVANCE AND MEDIATION / ARBITRATION PROCESS

Section 21.1 Introduction

The Grievance Process is limited to matters of discipline and unresolved Issue Resolution items, and in accordance with Section 21.3 to this Article. This Grievance Process is established on the premise of trust, respect and the mutual goal of resolving differences at the earliest opportunity and appropriate level. It is not intended to be a substitute for direct dialogue between employee and Supervisor or to be used for events covered by the Issue Resolution Process as per Article 10 to this Agreement.

Section 21.2 Timelines

When computing timelines under this Article, the day which triggers the grievance (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, e-mail, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt.

The time limits prescribed herein may be waived or extended by mutual agreement, in writing by the Steward, Chief Steward, or the Union, and the appropriate Company representative at each step.

A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the Company's last decision received by the Steward, Chief Steward, or the Union. A grievance or complaint not responded to by the Company representative may be moved to the next step in the procedure.

Section 21.3 Written Grievances

A written grievance shall be documented on the official OPEIU Local 11 Grievance form and must be signed and dated and indicate the step at which it is being filed. Grievances not meeting the requirements of this Section shall not be considered officially filed or may not be moved to the next step until missing information is provided. Grievances or responses to grievances missing information may be referred to the LMC Co-Chairs or timelines can be extended in accordance with Section 21.2 to this Article. Written grievances and responses at all levels shall address, at a minimum, the following points:

- The statement of the grievance/response and the facts upon which it is based;
- Signed by the grievant and the represented parties involved;
- A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- The manner in which the provision is purported to have been violated, misapplied, or misinterpreted (or in which the provision supports the response);
- The date or dates on which the alleged violation, misinterpretation, or misapplication occurred; and
- The specific remedy sought or offered.

Section 21.4 Grievance Process

A grievance can be initiated in the following ways:

- If the concern is about discipline, it should start at Level 1 in the grievance process.
- If the grievance is related to an employee's involuntary termination, Level 1 and Level 2 of the grievance process will be bypassed and the grievance process will start at Level 3 in accordance with this Article.
- The concern may be referred from the issue resolution process at the discretion of the LMC Co-Chairs. In these instances, the LMC Co-Chairs may elect to bypass Levels 1 and 2 of the grievance processes.

Grievances may necessitate meeting more than once at any particular level or obtaining information from additional sources; however, each level will be addressed in an expedient manner.

For grievances that start in the Grievance Resolution Process, the Steward and the Supervisor should first meet informally to understand and potentially resolve the unfiled grievance.

For grievances referred through the Issue Resolution Process, it is required that the Issue Resolution Committee write up what was agreed to, what the parties were unable to agree to, and narrowly describe the open question that has not been resolved.

21.4.1 Level 1 – Process

Participants: Employee, Steward(s) or the Union Representative, and the first line Supervisor or their designee.

Procedure: The Union Steward has twenty (20) working days to file a formally documented grievance for the employee(s) or on behalf of the employee(s) from the event or knowledge of the event and should be submitted to the Supervisor of the employee(s).

The Supervisor will schedule a meeting with the Steward to occur within ten (10) working days of receiving the documented grievance to potentially resolve the grievance or to provide additional background information. Resolved and unresolved outcomes of the grievance resolution meeting will be documented.

It is the intent of the Parties to strive to resolve grievances at this level.

Copies will be sent to the Union office and the Chief Steward by the Steward, and to Human Resources and the Manager by the Supervisor within ten (10) working days from the Level 1 meeting. Unresolved Grievances will enter the Level 2 process.

21.4.2 Level 2 – Process

Participants: Individuals involved in Level 1 plus Chief Steward and Manager(s) responsible for department (or representative) and any Subject Matter Expert (SME) needed to reach resolution.

Procedure: Within ten (10) working days of receipt of the unresolved Level 1 grievance filing, the Manager (or designee) will schedule a meeting with the Chief Steward; this meeting is to occur at a mutually agreeable time.

Resolved outcomes of the grievance resolution meeting between the Chief Steward and the Manager will be documented. Copies will be sent to the Union

office by the Chief Steward and to Human Resources by the Manager within ten (10) working days from the Level 2 meeting.

Unresolved grievances, within ten (10) working days from the Level 2 meeting, will be documented with recommendations and forwarded by the Manager and Chief Steward to the LMC Co-Chairs (or designee) for review and recommended action prior to entering the Level 3 process.

21.4.3 Level 3 – Process

Participants: LMC Co-Chairs; and as needed, the Chief Steward and the Department Manager.

Procedure: LMC Co-Chairs shall review the grievance, and meet to discuss said grievance within ten (10) working days of receipt of the grievance, and determine a resolution within fifteen (15) working days of receiving the Level 2 grievance meeting documentation. If the grievance is not resolved by the LMC Co-Chairs, it shall be submitted in writing to the LMC Executive Sponsors within five (5) business days from the Level 3 grievance meeting for continued discussion or consideration of next steps. All Level 3 documented resolutions must be approved by the Company's Executives responsible for labor relations and the Executive Secretary-Treasurer of OPEIU Local 11, or their designees. Resolutions reached at this level will be final and binding on both parties and documentation will be forwarded to the filing parties within ten (10) working days of the decision.

All timelines above may be extended by mutual agreement of the Parties. If extended, notification will generally be provided to all parties along with status and anticipated action within three (3) working days of the decision to extend, or as soon as possible thereafter.

Section 21.5 Mediation and Arbitration

If the grievance cannot be resolved at Level 3, the Parties may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service in a non-binding attempt to resolve the dispute. Mediation communications are not admissible in arbitration.

In the event the grievance has not been settled, the Union or the Company may seek arbitration. The Arbitrator shall be selected by Union and Company representatives from a panel obtained from the Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties. The authority of the Arbitrator is limited to interpreting the express provisions of this Agreement or related terms and conditions of employment of covered employees. The decision of such arbitrator shall be final and binding upon both parties. The parties shall each pay their own fees and costs, and each shall pay one-half (½) of the Arbitrator's fees and any other joint costs of the arbitration.

Nothing in this Article precludes a party from withdrawing a grievance at any time with written notification to the Union office and to Human Resources.

ARTICLE 22
SEPARABILITY OF PROVISIONS

If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such finding as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and effect as set forth herein. If the provision is found to be invalid by the court having final jurisdiction in respect thereof, the parties shall promptly negotiate and endeavor to reach agreement upon a suitable substitute for said provision.

Nothing in this Collective Bargaining Agreement shall be interpreted or enforced to cause a violation of any applicable Federal, State, or local law or regulation.

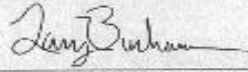
ARTICLE 23
TERM OF THE AGREEMENT AND METHOD OF REOPENING

The Collective Bargaining Agreement and all terms and provisions hereof shall be and continue in effect from and after the date first written hereof until midnight on May 31, 2028, and until May 31st from year to year thereafter until and unless either party shall have served written notice to the other party at least sixty (60) calendar days prior to said May 31, 2028, or prior to any May 31st thereafter stating that it desires to negotiate modifications or to terminate this Agreement.

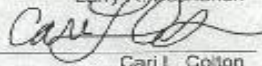
IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be executed in duplicate by their respective officers, thereunto duly authorized.

NORTHWEST NATURAL GAS COMPANY

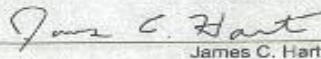
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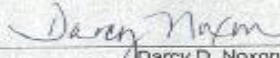
Larry R. Buchanan



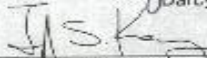
Cari L. Colton



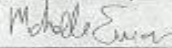
James C. Hart



Darcy D. Noxon



Joseph S. Karney, LMC LT Executive Sponsor



Michelle L. Ewaniec, LMC LT Co-Chair



Melinda B. Rogers, LMC LT Executive Sponsor
VP, Chief HR & Diversity Officer



David Anderson, Chief Executive Officer



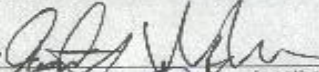
Justin Palfreyman, President



Marilyn Saathoff
Senior VP, General Counsel & Regulation

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL-11, AFL-CIO**

By



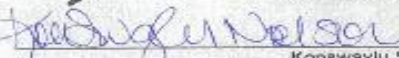
Jonathan P. Hughes



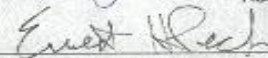
Michael K. Jamison



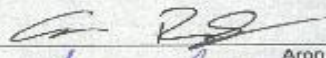
Christine N. Jellmann



Konwaylu S. Nelson



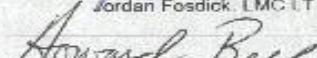
Ernest H. Pech



Aron P. Rujancich



Jordan Fesdick, LMC LT Co-Chair



Howard Bell, LMC LT Executive Sponsor
Executive Secretary-Treasurer

SCHEDULE A – JOB TITLES BY PAY GROUP

Pay Group	Job Title (<i>Position Title</i>)	Pay Group	Job Title (<i>Position Title</i>)
A1	Construction 4 (<i>Transmission Foreman/woman</i>) Electronic Technician 2 Journeyman Electrician Journeyman Millwright	F	Accounting 4 Customer Service 4 Specialty Construction 1 Stores 3 (<i>Head Storekeeper</i>) Stores 3 (<i>Storekeeper - Delivery</i>) Stores 3 (<i>Storekeeper - Transportation</i>)
A	System Ops 2 Transmission Maintenance 2 *Weld & Fab 4 (<i>Mechanic Welder</i>)	G	GIS Tech 2 Stores 2 (<i>Storekeeper</i>) Technical Coordinator 3 Weld & Fab 1 (<i>Body Repair Tech</i>)
B	Construction 3 (<i>Distribution Foreman/woman</i>) *Corrosion Technician Customer Field Service 4 (<i>Industrial Tech</i>) Electronic Technician 1 Gas Storage 2 (<i>Chief Operator</i>) Instrumentation Technician	H	Accounting 3 Computer Support 1 Customer Service 3 GIS Tech 1 Operational Support 3 Technical Coordinator 2 Transportation 2 (<i>Lube Tech Specialist</i>) Utility Support 3 (<i>Field Maint Worker</i>)
C	Customer Field Service 3 (<i>Commercial Tech</i>) Distribution Arc Welder 2 Field Support 3 (<i>Field Engineering Tech</i>) General Services 4 (<i>Sr Machinist</i>) Leakage Inspector System Ops 1 Transportation 4 (<i>Auto Shop Foreman/Woman</i>) Transmission Maintenance 1	I	<i>Currently No Positions</i>
D	Construction 2 - Honored *Customer Field Service 2 (<i>Service Tech</i>) Distribution Arc Welder 1 Field Support 2 (<i>Field Measurement Tech</i>) Gas Storage 1 (<i>Plant Operator</i>) Specialty Construction 2 Transportation 3 (<i>Auto Mechanic</i>) Weld & Fab 3 (<i>Sr Fabricator</i>)	J	Accounting 2 Customer Service 2 Office Services 2
		K	Operational Support 2 Transportation 1 (<i>Garage Attendant</i>)
E	*Construction 2 Field Support 1 (<i>Field Data Tech</i>) Fire & Safety Technician General Services 2 (<i>Maintenance Tech</i>) GIS Tech 3 Meter & Reg Shop 2 Semi & Crane Weld & Fab 2 (<i>Fabricator</i>)	L	Accounting 1 General Services 1 (<i>Delivery Driver</i>) Office Services 1 Stores 1 (<i>Warehouse Worker</i>)
		M	Customer Service 1 Utility Support 2 (<i>AMR Driver</i>)
		N	<i>Currently No Positions</i>
		O	Utility Support 1 (<i>Motor Messenger</i>)

* Designates job titles with additional pay steps

SCHEDULE B – WAGE SCALES

Pay Group	Step Description	June 2024 Wage Rate with 6.0% Increase	December 2024 Wage Rate with 4.0% Increase	December 2025 Wage Rate with 4.0% Increase	December 2026 Wage Rate with 4.0% Increase	December 2027 Wage Rate with 4.0% Increase
A1	Experienced	\$57.00	\$59.28	\$61.65	\$64.11	\$66.67
A1	Entry	\$54.72	\$56.90	\$59.18	\$61.54	\$64.00
A	Experienced	\$55.26	\$57.47	\$59.76	\$62.15	\$64.63
A	Entry	\$53.04	\$55.17	\$57.36	\$59.66	\$62.04
A	3 - Training	\$49.73	\$51.72	\$53.78	\$55.93	\$58.16
A	2 - Training	\$46.97	\$48.84	\$50.79	\$52.82	\$54.93
A	1 - Training	\$44.20	\$45.97	\$47.80	\$49.72	\$51.70
B	Experienced	\$53.53	\$55.67	\$57.89	\$60.20	\$62.60
B	Entry	\$51.38	\$53.44	\$55.57	\$57.79	\$60.09
B	3 - Training	\$48.17	\$50.10	\$52.10	\$54.18	\$56.34
B	2 - Training	\$45.50	\$47.31	\$49.20	\$51.17	\$53.21
B	1 - Training	\$42.82	\$44.53	\$46.31	\$48.16	\$50.08
C	Experienced	\$50.28	\$52.29	\$54.38	\$56.55	\$58.81
C	Entry	\$48.26	\$50.19	\$52.20	\$54.28	\$56.45
D	Experienced	\$47.21	\$49.09	\$51.05	\$53.09	\$55.21
D	Entry	\$45.32	\$47.12	\$49.00	\$50.96	\$53.00
D	3 - Training	\$42.48	\$44.18	\$45.94	\$47.78	\$49.68
D	2 - Training	\$40.12	\$41.72	\$43.39	\$45.12	\$46.92
D	1 - Training	\$37.76	\$39.27	\$40.84	\$42.47	\$44.16
E	Experienced	\$44.33	\$46.10	\$47.94	\$49.85	\$51.84
E	Entry	\$42.55	\$44.25	\$46.02	\$47.85	\$49.76
E	3 - Training	\$39.89	\$41.49	\$43.14	\$44.86	\$46.65
E	2 - Training	\$37.68	\$39.18	\$40.74	\$42.37	\$44.06
E	1 - Training	\$35.46	\$36.88	\$38.35	\$39.88	\$41.47
F	Experienced	\$41.62	\$43.28	\$45.01	\$46.81	\$48.68
F	Entry	\$39.95	\$41.54	\$43.20	\$44.93	\$46.73
G	Experienced	\$39.10	\$40.66	\$42.28	\$43.97	\$45.72
G	Entry	\$37.53	\$39.03	\$40.58	\$42.21	\$43.89
H	Experienced	\$36.54	\$38.00	\$39.52	\$41.10	\$42.74
H	Entry	\$35.07	\$36.48	\$37.93	\$39.45	\$41.03

Pay Group	Step Description	June 2024 Wage Rate with 6.0% Increase	December 2024 Wage Rate with 4.0% Increase	December 2025 Wage Rate with 4.0% Increase	December 2026 Wage Rate with 4.0% Increase	December 2027 Wage Rate with 4.0% Increase
I	Experienced	\$34.15	\$35.51	\$36.93	\$38.40	\$39.93
I	Entry	\$32.78	\$34.08	\$35.45	\$36.86	\$38.33
J	Experienced	\$31.89	\$33.16	\$34.48	\$35.85	\$37.28
J	Entry	\$30.61	\$31.83	\$33.10	\$34.41	\$35.78
K	Experienced	\$29.55	\$30.73	\$31.95	\$33.22	\$34.54
K	Entry	\$28.36	\$29.50	\$30.67	\$31.89	\$33.15
L	Experienced	\$27.36	\$28.45	\$29.58	\$30.76	\$31.99
L	Entry	\$26.26	\$27.31	\$28.39	\$29.52	\$30.71
M	Experienced	\$25.32	\$26.33	\$27.38	\$28.47	\$29.60
M	Entry	\$24.30	\$25.27	\$26.28	\$27.33	\$28.41
N	Experienced	\$23.43	\$24.36	\$25.33	\$26.34	\$27.39
N	Entry	\$22.49	\$23.38	\$24.31	\$25.28	\$26.29
O	Experienced	\$21.69	\$22.55	\$23.45	\$24.38	\$25.35
O	Entry	\$20.82	\$21.64	\$22.51	\$23.40	\$24.33