

AGREEMENT
BETWEEN
CORNING NATURAL GAS CORPORATION
AND
LOCAL UNION 139

International Brotherhood of
Electrical Workers AFL-CIO

April 01,2024

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This Agreement made and entered into at Corning, New York this March 6th,2024, effective as of April 01,2024 by and between Corning Natural Gas Corporation, a New York corporation (hereinafter referred to as the “Company”) and the International Brotherhood of Electrical Workers, AFL-CIO, Local 139) hereinafter referred to as the “Union”.

WITNESSETH

WHEREAS, the National Labor Relations Board on March 23, 1967, following a representation election held on March 15, 1967, in Case No. 3-RC-4093, found, determined and certified that the Union has been designated and selected by a majority of the employees of the Company, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to section 9(a) of the National Labor Relations Act, as amended, the Union is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; and the unit is described as all production and maintenance employees, meter readers, storekeeper, mechanics, field collector, and dispatcher, excluding all office clerical employees, salesmen, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE I

Management Prerogatives

- 1.1 The Management of the Company and the direction of the working forces and of the affairs of the Company is vested and remains exclusively in the Company and includes but is not limited to the right to select, hire, transfer, promote, demote, discipline or discharge for cause, layoff for lack of work or other legitimate reason, establish rules as to the determination of working hours or work shifts, except as hereinafter provided. The Company agrees that there shall be no discrimination, interference, restraint or coercion by the Company against any employee because of his lawful activities on behalf of or membership in the Union.
- 1.2 Supervisors, who are not in the bargaining unit, shall not normally perform work on an hourly-rated job except in the following types of situations: (1) in emergencies; (2) in the process, on a non-regular basis, of instruction and training, or retraining of employees and other Supervisors, in operating methods or on equipment and/or appliances new to them; and (3) in connection with work affecting the safety of the employees.
- 1.3 To Improve Labor and Management relations, there shall be a Labor Management Committee of three persons representing the Union and three persons representing Management. It shall meet regularly at such times as it may decide. However, it shall also meet within (5) business days when notice is given by either party.

ARTICLE II

Union Security

- 2.1 The Company agrees to accept and honor signed payroll deduction cards which read as follows:

AUTHORIZATION TO CHECK OFF UNION DUES

TO: CORNING NATURAL GAS CORPORATION

I hereby assign to Local 139 I.B.E.W. and authorize you to deduct from wages hereafter earned while this authorization remains in effect, monthly membership dues and initiation fees and working assessments certified to the Company by the Business Manager of the Local Union in accordance with the I.B.E.W. Constitution and Local Union By-Laws. The deduction shall be weekly and transmitted to the Local Union by the tenth (10) of the month following the month the deductions were withheld. This authorization may be terminated by me at any time by giving you thirty (30) days notice in writing and sent by certified mail.

Employee's Signature _____

Ident. No. _____ Date _____

- 2.2 When employees covered by this Agreement are added to or removed from the payroll, the Company shall give notice thereof to the Business Manager of the Union.
- 2.3 It shall be a condition of employment during the term of this Agreement that employees covered by this Agreement who on its effective date are members of the Union shall remain members of the Union in good standing, and that all other employees covered by this Agreement shall become and remain members of the Union in good standing within thirty (30) days after the date upon which they acquire seniority under the terms and provisions of this Agreement, or after the thirtieth day following the effective date of this Agreement, whichever is the later. It is further agreed that the Union will give the Company and any employee concerned thirty (30) days'

written notice of the Union's request that any employee be discharged under this paragraph.

- 2.4 The Company agrees to deduct and transmit to IBEW-COPE an amount of one dollar (\$1.00) per forty hour payroll period from the wages of each employee who voluntarily authorizes such contributions. Proof of such authorization will be provided to the Company on request. These transmittals shall occur monthly by separate check made payable to IBEW-COPE accompanied by a list of names of those employees from whom such deductions have been made and the amount deducted for each such employee. Such check will be mailed or delivered to IBEW or its designated agent at the same time that the check in payment of monthly membership dues is mailed or delivered.
- 2.5 The Company agrees to accept, and honor signed payroll deduction cards for the IBEW-COPE deduction from employee's wages in the amount of One Dollar (\$1.00) per forty hour payroll period, in the following form:

IBEW-COPE

Check-Off Authorization

I hereby authorize the Company to deduct from my pay the sum of \$1.00 for each week worked and to forward that amount to the International Brotherhood of Electrical Workers, Committee on Political Education. This authorization is signed voluntarily and not out of any fear of reprisal and on the understanding that IBEW-COPE is engaged in a joint fund-raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal and state elections, and that this voluntary authorization may be revoked at any time by notifying the Company and IBEW-COPE in writing of a desire to do so. Contributions or gifts to IBEW-COPE are not deductible as charitable contributions for federal income tax purposes.

Date _____

Signature of Employee _____

Name (Print) _____

- 2.6 The Company will make good faith efforts to request that, in the event of any sale, transfer, lease or other like transaction of its operations involving all or any part of the unit represented by the Union, any such purchases, transferee, lessee or the like, agree to be bound by the terms, conditions and obligations of this Agreement.

ARTICLE III

Strike and Lockouts

- 3.1 In consideration of the making of this Agreement, including provisions for the arbitration of disputes, the Union agrees, for the duration of this Agreement, not to strike or to call a strike and agrees that there shall be no walkouts or other concerted cessation of work, slowdowns or picketing of the employer's property by the Union or its members or any group of its members, and agrees to take affirmative steps to stop members from taking such action during the term of this Agreement. This Company may discipline or discharge any employee who violates this provision. In its turn, the Company agrees not to lock out members of the Union during the term of this Agreement.
- 3.2 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought, any court, or other legal, or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim grievance or complaint.

ARTICLE IV

Definitions

- 4.1 **Regular Employees:** A “regular employee” is an employee of the Company on the active payroll in continuous service of the Company, who is not classified by the Company as temporary or probationary.
- 4.2 **Probationary Employee:** A “probationary employee” is defined as a person hired with a view toward filling an existing regular position or a new regular position yet to be established or created by the Company, who must undergo a continuous period of probation of three (3) months duration. During the probationary period, the probationary employee shall have no seniority standing or rights other than specified in this section and the Company may at any time lay off, transfer, or discharge such employee with or without cause or question and such release or discharge shall not be subject to the grievance procedure of this Agreement. Any temporary or probationary employee who is discharged or laid-off during the period of temporary or probationary employment and who is later rehired shall have the status as that of any person who has never worked for the Company. Upon the probationary employee becoming a regular employee of the Company, he shall be awarded full seniority credit for the period of continuous probationary service immediately preceding the time he / she becomes a regular employee.
- 4.3 **Temporary Employee:** A “temporary employee” is defined as a person hired for a limited duration not exceeding six (6) months in any one calendar year or six (6) months of continuous employment, or a longer period of time upon the mutual agreement of the Company and Union. During the period of employment the temporary employee shall have no seniority standing or rights and the Company may at any time lay off, transfer or discharge such temporary employee with or without cause or questions and such release or discharge shall not be subject to the grievance procedure of this Agreement.
- 4.4 **Schedule Worker:** A “schedule worker” is an employee working on a fixed schedule

who normally works eight (8) hours per day and five (5) consecutive days which days may include Saturday and Sunday and in such event the sixth and seventh day of such work week shall for purposes of the Agreement be deemed to be such scheduled worker's "Saturday" and "Sunday". The sixth day and the seventh day of work week shall be the two days after the completion of the regular work week, regardless of the payroll week.

Example: Scheduled work week of Tuesday – Saturday. Sunday will be considered the sixth day. Monday will be considered the seventh day.

The Union and the Company may agree to a schedule other than five (5) consecutive days, which would be called "special scheduled worker".

In the case of a "special scheduled worker" who does not have two consecutive days off, the first off day will be considered the sixth day and the second day off will be the seventh day of work week regardless of the payroll week.

Example: Scheduled work week of Monday, Wednesday, Thursday, Saturday and Sunday. Tuesday will be considered the sixth day. Friday will be considered the seventh day.

4.5 Overtime Work:

- (a) Overtime work is work performed in excess of eight (8) hours per day or forty (40) hours worked per week. Work hours include Vacation, Sick, Personal time. There shall be no duplication or pyramiding of overtime.
- (b) Any employee working sixteen (16) hours preceding, and continuous with, his regular schedule, shall remain on an overtime basis as long as the employee is continuously at work.

4.6 Regular Hourly Rate: The "regular hourly rate" is the rate assigned to each employee as determined from the wage schedule set forth in Exhibit A attached hereto.

- 4.7 **Company Seniority:** The “company seniority” of a regular employee is the total length of continuous service with the Company, since last date of hire, including continuous service with any predecessor or associated companies and including previous uninterrupted service as a probationary employee.
- 4.8 **Prearranged Overtime:** Overtime shall be considered as being “scheduled overtime” or “prearranged overtime” if the employee is notified:
- (a) Before he leaves work on a normal workday within his normal work week, or while on Company premises or while at an assigned work location off the Company premises, either before, or not more than fifteen (15) minutes after, his regular scheduled quitting time; or
 - (b) Before he leaves work at the end of an overtime work period, or while on company premises or while at an assigned work location off the Company premises either before or not more than fifteen (15) minutes after, his quitting time on an overtime basis.
- 4.9 **Call-Out:** A “call-out” is an occasion when an employee receives a communication, while off duty for more than fifteen (15) minutes (except during lunch periods) and still on Company premises, or while off duty (except during lunch periods) and away from Company premises, instructing him to proceed to a specified work location at a specified time to engage in work during hours outside his regular work schedule.
- 4.10 **Payroll Week:** The “payroll week” shall begin at 12:01 A.M. Monday and end at 12:00 Midnight on the following Sunday and an employee’s compensation is determined by the conditions pertaining to the week without regard to any previous or subsequent week. All employees shall be paid their earnings by check, or by direct deposit to the employee’s designated account at the Company’s designated date covering the amount earned during the previous payroll period, less deductions required by law and such deductions as are voluntarily authorized by each individual employee and agreed to by the Company. The Company may elect to change the distribution of employee paychecks (e.g. weekly to bi-weekly), however will provide 6months’ prior notice to employees.

ARTICLE V

Provisions Relating Thereto

- 5.1 The basic workday shall consist of eight (8) hours and the basic work week shall consist of five (5) consecutive days except as may be mutually agreed upon by the Union and the Company.
- 5.2 All work performed in excess of an employee's regular eight (8) hours on a scheduled work day or on a work day deemed or considered to be the employee's "Saturday", or sixth work day, shall be paid at one and one-half (1-1/2) times the regular rate of pay and on a work day deemed or considered to be the employee's "Sunday", or seventh work day, shall be paid at two (2) times the regular rate of pay.
- 5.3 Employees who are scheduled in advance to work on the night shift shall be paid a shift premium of One Dollar (\$1.00) per hour above the base rates for all hours worked from the beginning of the second shift, normally 4:00 P.M. to the end of the third shift, normally 8:00 A.M. In the event a majority of a schedule worker's hours fall between 4:00 P.M. to 8:00 A.M., he shall be paid shift premium for all hours worked. A shift with less than a majority of hours falling between 4:00 P.M. and 8:00 A.M. shall be paid shift premium only for the hours actually falling within the 4:00 P.M. to 8:00 A.M. period. The premium for night work is paid only for hours actually worked and is not paid for vacation pay, sick pay, holiday pay or any payment made for other than hours actually worked at night.
- 5.4 When clocks are advanced one hour at the beginning of daylight savings time, schedule workers on the midnight to 8:00 A.M. shift will be paid for eight (8) hours at straight time. When clocks are set back one hour at the end of daylight savings time, schedule workers on the midnight to 8:00 A.M. shift will receive nine (9) hours pay, eight (8) at straight time and one (1) at time and one-half.
- 5.5 Work Headquarters: The workday for employees shall commence and terminate at the assigned Company operating location or office.

5.6 Regular and probationary employees will not be required to work outdoors in inclement weather except in the case of emergencies or in the performance of essential duties which include work:

- (a) to prevent interruption of gas service
- (b) where public safety is involved
- (c) where prevention of damage to property is involved
- (d) where prearranged jobs that cannot be postponed, involving service to large commercial or industrial customers are involved.

It will be the decision of the Company as to when a particular job of work is an emergency or is essential as described above. The Supervisor in charge of a crew shall be the judge as to what constitutes inclement weather.

5.7 The Company has a right to hire into the General Laborer job up to four (4) persons who will perform the duties, if properly trained and qualified, specified in the job description in any of the divisions of the Company with the understanding that the job experience gained in the General Laborer classification will not supersede the seniority of any other employee for posted bid purposes.

ARTICLE VI

Overtime Compensation

6.1 **Overtime Rate:** The overtime rate shall be one and one-half (1 ½) times the employee's regular hourly rate, except Sunday, work performed on Sunday shall be at two (2) times the employee's regular hourly rate.

6.2 **Prearranged Overtime:** When an employee is required to report for prearranged overtime work and the duration of such work is less than three (3) hours, he shall be paid a minimum of three (3) hours at the applicable rate. The minimum allowance for time worked shall not apply to a period of prearranged overtime work immediately preceding or following his scheduled workday.

- 6.3 **Call-Out:** When an employee responds to a call-out, he shall be paid in accordance with the most applicable of the following methods:
- (a) Should the call-out hours run prior to and be continuous with the employee's regularly scheduled workday, he shall receive compensation for the actual number of hours worked.
 - (b) Should the employee be released from work under a call-out in three (3) hours or less, he shall receive compensation as though he had actually worked three (3) hours. Should the employee be released and recalled before the three (3) hour time limit, such a recall constitutes only one call-out.
 - (c) Should the employee work more than three (3) hours under a call-out and be released, he shall receive compensation for the actual number of hours worked.
- 6.4 **Distribution of Overtime:** The Company agrees that it will make every effort to make an equitable distribution of overtime work, by the classes of work, so far as work demands and geographical locations permit.

ARTICLE VII

Compensation for Scheduled Time not Worked.

- 7.1 Whenever the Company and the Union mutually agree to hold joint conferences for the purposes of negotiations and settling of grievances, and when the Company and the Union mutually agree that such conferences shall be held between the hours of 8:00 A.M. and 4:30 P.M., two (2) employees designated by the Union as its official representative, if necessary to transact the business, will be excused from duty and will receive straight time pay (not to exceed eight (8) hours per day) for actual time lost because of such scheduled meetings provided the employee is scheduled to work during the time in which the conference takes place. It is understood that such an employee will make every reasonable effort to report for scheduled work before or after meeting hours. Such conferences may be scheduled at hours after the workday of the employees

involved. Nothing in this paragraph shall limit or restrict the right of the Company to confer with either the shop steward or President of the Union Local or other representative of the Union during or after working hours.

- 7.2 (a) An employee who has worked a period of sixteen (16) hours or more shall be entitled to an eight (8) hour period of rest before returning to work. If this eight (8) hour period extends into the employee's regularly scheduled workday, he will report at the end of the eight (8) hour rest period and shall end his shift at the regularly scheduled time and he shall receive eight (8) hours of pay for that shift regardless of actual hours worked.
- (b) A regularly scheduled day worker who works after 12:00 AM, (Midnight) shall report to work the following day 1 hour past his normal starting time for each hour worked past 12:00 AM (Midnight). This worker shall end his shift at the regularly scheduled time on the following workday and shall receive eight (8) hours' pay for that day.
- 7.3 Meetings at which attendance is required by the Company shall be held on Company time.
- 7.4 When a regular full-time employee is summoned for jury duty, he shall be compensated by the Company for the hours he would normally have worked on the day or days he is on jury duty. The basis of compensation shall be the number of such hour's times his regular hourly rate, exclusive of shift or premium pay, less the amount payable to him for his service as a juror. If the employee works all or part of a day in which he is engaged in jury duty, he shall not be compensated under this provision for hours actually worked. Employees dismissed at twelve noon or before shall be required to report to work for the balance of the workday. Failure to so report shall be cause for disciplinary action. An employee scheduled to commence work between 4:00 o'clock P.M. and 8:00 o'clock A.M., shall be rescheduled on the day shift for the period of jury duty. Each employee shall give the Company at least one week's notice of forthcoming jury duty and present the notice to serve. Evidence of attendance and dismissal from such duty may be requested by the Company.
- 7.5 When a regular full-time employee who is also a member of a volunteer fire company

is late reporting for regular scheduled work because he is responding to a fire alarm, his time while absent shall be paid for at his regular rate. Such an employee shall notify the Company of his expected tardiness.

- 7.6 “ This section satisfies the New York Paid Sick Leave Act, Labor Law Section 196-B “ Allowance for sickness and non-occupational accidents called “sick leave” shall be accumulated on and after the date of this Agreement by regular employees in the following manner. Each employee who on January 1st in each year hereafter is a regular employee of the Company shall be credited with Five (5) days sick leave allowance. Probationary employees, upon becoming regular employees, shall thereupon be credited with five (5) days of sick leave allowance. Once an employee has an accumulated allowance of one hundred and fifty (150) days, there shall be no further accumulation until the accumulation falls below one hundred and fifty (150) days. Payment to eligible employees under this section on account of sickness and non- occupational accidents shall be made by the Company as hereinafter provided but only in such amounts as to supplement any benefits received or due such employee under the provisions of the New York State Disability Benefits Law, as the same may from time to time be amended. Time off due to sickness and non-occupational accidents shall be paid only for regularly scheduled workdays or portions thereof lost for these reasons computed at the employee’s regular hourly rate, exclusive of shift and overtime premiums, and shall be charged against the accumulated allowance. Such payments shall be made only to the extent of the incapacity or the amount remaining in the accumulated allowance, whichever is less, and subject to the following:
- (a) All illness must be bona fide and reported to the Company with reasonable promptness prior to the shift starting time. The Company, upon such notice, may have its doctor examine the employee for the purpose of determining whether or not the employee is disabled, and the doctor shall then issue his certificate to the Company as to whether or not the employee is so disabled. In the event that such disability continues for more than one (1) day, the Company’s doctor may make such additional examinations as he may, in his discretion, deem necessary in order

to determine the length of time during which the employee is disabled. If the employee retains the Company's doctor for the purpose of treatment, the employee and not the Company shall pay the doctor for such treatment, the Company's obligation being limited only to pay the doctor for examination pursuant to the issuance of the aforesaid certificates.

- (b) If certified as disabled by the Company doctor, or if the Company elects to waive examination by its doctor after the aforesaid notice, such absence shall be paid as hereinbefore determined.
- (c) Absence due to illness or injury resulting from use of intoxicating products, reckless or unlawful conduct of the employee, or other preventable cause, or for making a false statement as to absence, is justification for non-payment of such pay and for such other disciplinary action as may be appropriate.
- (d) Sick pay allowance will not be granted for absence arising out of compensable work not connected with Company employment and such allowance is based on the assumption that the Company is the sole employer.
- (e) Authorized deductions and those required by law will be currently deducted from any sick pay.
- (f) A schedule of each employee's accumulated sick leave and vacation time shall be furnished to each employee twice a year in their pay envelope. The seniority list shall be posted twice a year.
- (g) An employee who has done no active work during a calendar year is not entitled to accrue any additional sick days.

7.7 For all time lost due to occupational accidents arising out of Company employment for which payment is being made through Workmen's Compensation Insurance, the Company will pay the difference between normal straight time wages of the employee and the amount received by him and/or his dependents from Workmen's Compensation Insurance, in the following manner and to the following extent.

- (a) Regular employees shall receive supplemental worker's compensation benefit payments as paid by the Company hereinabove for a period calculated as one (1) week for each consecutive year of service with the Company, up to a maximum number of twenty-six (26) weeks during such worker's compensation disability. The period of such supplemental worker's compensation benefit is for one (1) continuous period of disability due to the same or related cause or causes. Successive periods of disability separated by a period of less than three (3) months of continuous active employment shall be considered as one (1) continuous period of disability.
- (b) All accidents must be bona fide and reported promptly to the Company. Incapacity may be certified as bona fide by the Company's physician.

7.8 Leaves of absence for any reason not provided for herein may be granted with or without pay is **the sole discretion of the Company** and without resort to the grievance provisions and may include conditions thereto imposed by the Company. Any such leave of absence granted without written approval of an officer of the Company setting forth that it is with pay, shall be without pay.

7.9 A regular employee shall be granted a leave of absence in case of death in his immediate family, subject to the following provisions:

- (a) He must immediately notify his supervisor and request the leave.
- (b)
 - (i) In the event that the death is a father-in-law, mother-in-law, grandparents, brother or sister, he shall be entitled to a leave of absence of up to three (3) scheduled workdays.
 - (ii) In the event that the death is a spouse, son, daughter, or the employee's father or mother, he shall be entitled to a leave of absence of up to five (5) scheduled workdays. Time taken for allowable funeral leave shall be paid time and deducted from employee sick leave.

(c) During such leave of absence, the employee will be paid only for regularly scheduled work days or portions thereof lost, computed at his basic hourly rate and such pay will be charged against his sick leave at the end of the calendar year during which such leave of absence occurs to the extent that such employee then has unused accumulated sick leave in any amount.

- 7.10 A regular employee shall be entitled to one (5) days of personal leave during each calendar year at a time selected by such employee but subject to prior approval by the Company. Probationary employees, upon becoming regular employees, shall thereupon be credited with two (2) days of personal leave allowance. Such employee shall be paid for such day of personal leave which shall be charged against such employee's accumulated personal leave.

ARTICLE VIII

Seniority, Lay-offs and Rehiring.

Transfers, Promotions and Demotions

- 8.1 The present seniority rank of all employees of the Company shall be indicated on the Seniority List posted on the bulletin board and filed in the Company's office.
- 8.2 Seniority shall begin when an employee shall be first hired by the Company, except where an employee has been terminated or voluntarily left the employ of the Company and is later rehired, seniority shall begin when last rehired. A list of changes in the seniority list shall be provided to the Union and posted on the bulletin board whenever such changes take place, any grievance relating thereto to be raised by the 15th day of the following month or waived. Employees who are terminated or who voluntarily quit shall be removed from the seniority list.
- 8.3 Employees transferred to a supervisory position and returning to the bargaining unit within one (1) year shall accumulate seniority while employed in the supervisory position.

- 8.4 Any regular or probationary employee who is drafted, enlists or is called for active duty in the Armed Forces of the United States shall in accordance with then applicable law be entitled to re-employment and if so re-employed, shall accumulate seniority during his service in the Armed Forces.
- 8.5 When lay-offs are necessary, probationary employees shall be laid off first, based on hire date. Employees with less Company seniority as shown by the Seniority List shall be laid off next, beginning with those of least seniority. They shall be rehired in the reverse order of their layoffs.
- 8.6 In the event it becomes necessary to reduce the work force in the Company because of lack of work, the employee (or employees) whose job has been eliminated because of such reduction in the work force shall have the right to bump or displace another employee with less seniority in accordance with the procedure herein established. The displacement or movement of employees shall be in accordance with Company-wide seniority and shall be in the inverse order of such Company-wide seniority. An employee displaced because of lack of work shall have the right to bump into another job and replace an employee having less Company-wide seniority in such junior employee's job, provided the senior employee, with the greater Company-wide seniority, can perform the duties of the job. This process shall continue until the junior employee whose job can be performed by a senior employee is laid off. The right to bump and displace may be exercised only once each time such employee's job is eliminated and/or such employee is replaced by a more senior employee. Any employee electing to bump and transfer into another lower-rated job in accordance with the provisions hereof shall nevertheless continue to receive pay for work, holidays, vacation, etc. on the basis of the rate of pay of the job from which he has been displaced, such rate of pay shall be called a "red-circle" rate of pay without increase until the rate of pay for the job to which such employee is assigned equals or is greater than the "red-circle" rate and at that time such employee shall receive the rate of pay for the job to which he is assigned.

- 8.7 Employees laid off by reason of lack of work shall be given at least two (2) weeks' notice in advance of such a lay-off. Within such a two (2) week period, such employees, representatives of the union and representatives of the Company shall meet and at such meeting the employees affected shall make their election to bump or displace employees having less seniority. If any employee fails to attend such meeting or fails to make an election at such meeting whether or not to bump, such employee's right to bump is lost.
- 8.8 Employees laid off by reason of lack of work shall remain on the Seniority List for a period of twelve (12) months without loss of seniority rating.
- 8.9 The name of any employee on the Seniority List shall be removed and seniority rights lost and rating canceled if such employee fails or refuses to return to work within two (2) weeks' time without reasonable excuse and proper notice after being personally recalled for work, or notified to return to work by letter sent by first class mail to his last known address; or if he remains off the payroll of the Company for a period of twelve (12) consecutive months.
- 8.10 An employee who voluntarily quits, is discharged for cause, or fails to report for work within forty-eight (48) hours following the expiration of his vacation or leave of absence without reasonable excuse and proper notice, shall have his name removed from the Seniority List.
- 8.11 When an employee is transferred to a lower rated job, he shall receive the rate for the job to which he is so transferred, in case such transfer is made for the purpose of providing him with work during a temporary seasonal or extended lay-off. When a transfer to a lower rated job is made by the Company as an emergency measure, the employee shall continue to receive his regular rate of pay.
- 8.12 Any employee who is no longer able to perform his regular duties while employed by the Company, may be employed in any work which he can do without regard to any seniority provisions of this Agreement.
- 8.13 All job vacancies, including those in the starting jobs, will be listed on a "Vacancy Notice". Such Vacancy Notice will be posted at the time or before the vacancy occurs

on all Company Bulletin Boards. A copy will be sent to the Local Union Office. Bids will be accepted for a period of five (5) working days following the posting of the Vacancy Notice. Names of employees selected will be placed on the original notice within five (5) working days following the close of the bid period. A Union Steward may submit bids for employees absent from work under the provisions of Article VII or Article X. Except in case of emergency, a job posted for bid will be filled within two (2) weeks from the close of the bidding period for those employees selected as qualified for the job. When job specifications are met, seniority prevails. Employees that have bid into a new position, shall have (4) weeks to demonstrate ability to perform the duties of the job, as evaluated by his supervisor. Any request by such selected employee to return to his former job must be made within three (3) weeks of the date of such employee's transfer to such new job.

- 8.14 In accordance with Company policy and work requirements, employees may be temporarily transferred by the Company from the employees regular work assignment to another work assignment, provided, however, that should such employee be transferred to a higher rated job and work on that job for a period of two (2) or more consecutive working hours, he shall be paid for the hours worked at the rate applicable to the higher rated job. The employee shall not be paid at the rate applicable to the higher rated position for time spent on in-building training, for paid time off (vacation, holidays, sick/personal), for meetings and unless previously scheduled under a supervisor for that day, for time spent on non-gas related work (i.e. snow removal, building/grounds maintenance)."
- 8.15 Should a bargaining unit employee be absent from work for five (5) consecutive days or more due to illness, disability, workman's compensation case, on vacation or temporarily assigned to a different bargaining unit position, the Company may hire a "Temporary Employee", who is properly trained and qualified, to fill the vacancy created by the employee who is absent or reassigned and perform the duties of that position. When the bargaining unit employee who was absent returns to work, the Company shall immediately terminate the

employment of the “Temporary Employee” with respect to the position he had been temporarily filling.

ARTICLE IX

Allowance for Meals, etc.

- 9.1 . Except in case of emergency, each employee working such overtime will be allowed paid eating time, not to exceed thirty (30) minutes, if such employee remains continuously employed following such two or four hour period of overtime work. In the case of an emergency such employee will be allowed paid eating time at the end of such emergency. The provisions of this paragraph do not apply when the act of taking eating time results in the employee receiving additional meal or money which he would not otherwise receive.
- 9.2 When an employee is assigned to a work location, he shall be furnished a Company vehicle, driven to such work location by the Company or be paid an allowance of the per mile rate established from year-to-year by the Internal Revenue Service as the “Standard Mileage Rate” for all automobile expenses, for the use of his own vehicle. The mileage rate shall be paid if the distance to the work place is greater than that to the Company’s operations center at 330 West William Street, Corning, NY and shall be paid on the additional mileage only.
- 9.3 The Company will for each employee selected by the Company who is required to have a New York Commercial Drivers License (CDL), pay the difference in cost between the cost of the regular New York State Drivers License and the CDL.

ARTICLE X

Vacations

- 10.1 Upon completion of one (1) year of employment, employee will receive one (1) week vacation, upon anniversary date of hire.
- 10.2 A regular, full time employee who has or will have completed two (2) years of

continuous active employment with the Company within the calendar year, shall be entitled to two (2) weeks' vacation with pay during that year.

- 10.3 A regular, full time employee who has or will have completed Six (6) years of continuous active employment with the Company within the calendar year shall be entitled to three (3) weeks' vacation with pay during such year.
- 10.4 A regular, full time employee who has or will have completed fifteen (15) years of continuous active employment with the Company within the calendar year shall be entitled to four (4) weeks' vacation with pay during such year.
- 10.5 A regular, full time employee who has or will have completed twenty-five (25) years of continuous active employment with the Company within the calendar year beginning after January 1, 1981 shall be entitled to five (5) weeks' vacation with pay during such year.
- 10.6 Employees hired after April 2, 2012 will have vacation accumulation capped at four (4) weeks. .
- 10.7 Vacations will so far as practicable be granted at the times most desired by employees but in order to insure orderly operations, the final right to allotment of vacations and the final right to require employees to work and receive pay in lieu of vacations is exclusively reserved to the Company. Such vacation schedules will not be affected by vacation schedules of employees outside the bargaining unit.
- 10.8 When a day observed as a Holiday falls within the employee's vacation period, he shall be entitled to an extra day vacation allowance.
- 10.9 If an employee entitled to vacation during any calendar year retires, dies or is laid off for lack of work, he (or his estate) shall receive an amount equal to his vacation benefits for that year provided he has not already taken his vacation.
- 10.10 If an employee entitled to a vacation during any calendar year enters the Military or Naval Services of the United States either by induction or enlistment, he shall receive upon presentation of satisfactory proof of such entry into the Military or Naval Services

an amount equal to his vacation benefits for that year, provided that he has not already taken his vacation.

- 10.11 Vacation periods shall not accumulate; that is, no employee will be permitted to forego his vacation in one year and receive it the following year, nor will he be permitted to forego a vacation to which he is entitled and receive (except as provided in paragraphs 10.5, 10.7 and 10.8) in lieu thereof extra pay for time worked, nor will he be entitled to any compensation on account of these vacation provisions in case of discharge.
- 10.12 In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the calendar year. An employee who has done no active work during a calendar year is not entitled to any vacation or vacation pay during that year.
- 10.13 Vacation pay shall be computed on an employee's regular basic hourly rate existing at the time of the vacation, multiplied by forty (40) hours, for each week of vacation.
- 10.14 Upon retirement, Company will pay 100% of vacation time and personal time at 100% of the employees' hourly rate in their retirement year only.

ARTICLE XI

Holidays

- 11.1 The following Holidays shall be observed: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, , Thanksgiving Day, Christmas Day, Juneteenth, and two (2) Holidays at one-half (1/2) day each. One half Holiday shall be the last work day preceding the observed Christmas Day Holiday and the other shall be the last work day immediately preceding the observed New Year's Day Holiday. Observance of such holidays shall be on the day prescribed by law as such holiday observance for citizens of the State of New York or in the absence thereof and unless

otherwise provided herein, on a day mutually agreed upon between the Company and the Union. Effective April 01, 2024 in each year hereafter, each employee is granted three (3) "Floating Holidays" which may be selected by the employee upon reasonable notice to and clearance with the employee's supervisor so that the taking of such Floating Holiday shall not unreasonably interfere with the work of such employee's section or division. Probationary employees, upon becoming regular employees, shall thereupon be credited with (3) days of floating holiday allowance. A Veteran shall have absolute preference in selecting Veterans' Day as one of the Floating Holidays.

- 11.2 Whenever a Holiday falls on Sunday, it shall be observed on the following Monday. Whenever a Holiday falls on a Saturday, it shall be observed on the preceding Friday.
- 11.3 A regular or probationary employee who is not required to work a day observed as a Holiday shall receive eight (8) hours pay at his regular hourly rate for the Holiday (four (4) hours pay in case of a half-Holiday); provided that the employee actually worked on his scheduled work days, one immediately preceding and one immediately following the Holiday. However, Holiday pay will be allowed in spite of absence on these scheduled days, when the absence results from an employee not being permitted to work his regularly scheduled day because of overtime work, hospitalization or under the care of a physician. Employees would receive pay under the Company Sick Pay Plan. An employee may, by prearrangement with his Supervisor at least one week in advance, receive assurance that he will not be required to work on a non-scheduled day immediately preceding or following a Holiday. If he is later requested to work on this day, refusal to do so will not result in forfeiture of Holiday Pay.
- 11.4 Holiday schedules will be kept at a minimum; however, when circumstances require a regular or probationary employee to work on an observed Holiday, or the actual Holiday, he shall receive two (2) times for all hours worked during the Holiday, plus eight (8) hours (four (4) in the case of half-Holiday) straight time Holiday pay.

ARTICLE XII

Wages

- 12.1 The prior Labor Agreement schedule of Wages will be amended to provide the following hourly wage increases, as set forth below:
- (a) Increase effective April 01, 2024 – 4% of hour rate.
 - (b) Increase effective April 07, 2025 – 3.5% of hour rate.
 - (c) Increase effective April 06, 2026 – 3.5% of hour rate.
- 12.2 In the event the Company chooses to hire a full-time janitor, the Company agrees to negotiate with respect to the wages to be paid for that position. Nothing prevents the Company from continuing to use independent contractors or part-time employees to perform janitorial functions.
- 12.3 The Schedule of Wages reflecting the wage increases established by this Agreement, filed with the Company and delivered to the Union, when accepted by the Union and the Company are delivered by the signatures of both parties thereon is the Schedule which establishes the hourly rate of pay for the employees of the Company in the bargaining unit. The job title of each employee set forth in the schedule of wages is included for purposes of identification.

ARTICLE XIII

Safety and Health

- 13.1 The Company recognizes its obligations under the laws of the State of New York with reference to the safety and health of its employees and intends to comply therewith. It is the duty of each employee to cooperate with the Company by taking all reasonable steps for the protection of his safety and health and to serve on Safety Committees.
- 13.2 The Company shall endeavor to keep all tools and equipment in good condition, as it is the aim of the Company to provide adequate and safe tools and equipment in order

to promote safety for the public as well as its employees. The employee shall endeavor to keep all tools and equipment in good condition. It shall be the duty of any employee to notify his superior when he observes what he believes to be unsafe tools or equipment.

- 13.3 It is the responsibility of each employee to remain in as good physical condition as possible at all times.
- 13.4 When an employee has an on-the-job accident which results in lost time, a copy of the employee accident report describing this accident will be furnished to the appropriate union official.
- 13.5 Employees will provide their own safety shoes when the wearing of these is a condition of employment or when the employees wear safety shoes at their own option. The Company will annually pay up to the amount of four hundred (\$400) and a in house company store credit (twice a year) of one hundred seventy five (\$175) toward the total cost of a pair of approved safety shoes, insulated coveralls, work jackets, company logo t-shirts, company logo shirts, or company logo sweatshirts in excess of company issued items bought by an employee for his own use. To receive distribution, employees must provide a sales receipt. New Hires will receive 50% upon hiring and the other 50% after 90 day probation period.
- 13.6 An employee who, under the inclement weather clause, is required to work outdoors in inclement weather shall be supplied rain gear by the Company. Each such employee will be individually responsible for the care and maintenance of such raingear, normal wear excepted.
- 13.7 The Company will assign more than one man to a hazardous job, such as welding with leaking gas, placing leak clamps on or tapping high pressure lines and tunneling projects.
- 13.8 When an employee is charged with a violation of the accident prevention rules as outlined in the safety manual of the Company, the facts and circumstances involved will

be discussed with the employee and with the properly authorized officials of the Union before any disciplinary action involving loss of pay is taken.

ARTICLE XIV

Bulletin Boards

14.1 The Company will provide space in the main plant for a bulletin board upon which notices of Union Business may be posted. Notices of Union business shall be subject to the prior approval of an officer of the Union. Such notices shall (i) pertain only to Union business and (ii) the approval of such notice shall be shown thereon in writing by the signature of an officer of the Union.

ARTICLE XV

Grievances

- 15.1 The Company shall recognize a Grievance Committee designated by the Union as representatives of the employees covered by this Agreement. A grievance is defined as an alleged violation or misapplication of the terms of this Agreement with respect to wages, hours or other conditions of employment.
- 15.2 The Officers and Stewards list shall be maintained by prompt notification by the Union to the Company of any changes.
- 15.3 Should any dispute or difference arise between the Company and an employee or group of employees covered by this Agreement, as to the interpretation, application or operation of any provision of this Agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The Procedure shall be as follows (unless any step thereof is waived by mutual consent; the waiver of the time limitation in any step shall not be deemed to be a waiver of any such limitation in a succeeding step.)
- (a) First Step. If a satisfactory explanation or settlement is not made by the supervisor, the employee or his Steward shall present two (2) copies of a written

complaint to his supervisor within five (5) work days of the verbal discussion of the complaint. An employee who has been on vacation will be allowed five (5) days, beginning upon his return to work to file such a written complaint concerning an act which took place during his vacation.

- (b) Second Step. If a satisfactory explanation or settlement is not made by the supervisor within five (5) work days after the presentation of the written grievance, the grievance shall be referred to the Grievance Committee who shall present it to the President or other officer of the Company designated by the President within the next five (5) work days.
- (c) Third Step. If a satisfactory explanation or settlement is not made by the President or other officer of the Company designated by the President within five (5) work days after receiving the grievance, the grievance shall be ripe for arbitration as provided below.

15.4 In the case of a grievance involving the discharge of an employee, the written grievance shall be presented to the President or other officer of the Company designated by the President within three (3) work days of the date of discharge. The Company shall give its decision within five (5) work days after receipt of written request for same.

15.5 In the event of a satisfactory adjustment of a grievance cannot be obtained by the methods set forth above, the matter shall be referred to arbitration in the following manner.

- (a) Either party shall notify the other in writing of a request for arbitration within ten (10) work days after the meeting between the Grievance Committee and the President or other officer of the Company designated by the President. In case of a discharge, the period shall be five (5) days. This time limitation may be waived or extended only by a written agreement signed by both parties.
- (b) Within ten (10) days following either party's giving of the request for arbitration, the Company or the Union will confer and by mutual agreement appoint a single

arbitrator. In the event the Company and the Union are unable, within such ten (10) day period, to reach mutual agreement with respect to the appointment of a single arbitrator, then in such event either party may request the American Arbitration Association to submit names of five (5) suggested arbitrators. The Company and the Union shall within ten (10) days following the receipt of the names of suggested arbitrators proceed to select the single arbitrator to hear all grievances then to be submitted for determination. The Company and the Union shall determine by lot which shall first strike a name from the list and thereafter each shall alternately eliminate one (1) name until but one (1) name remains on the list and such person thereupon shall serve as arbitrator.

- (c) The appointed arbitrator shall set a date for hearing at a location in Corning other than the Company's premises. The Company and the Union shall share the cost of the arbitrator's fee and the cost of the location at which the arbitration is held.
- (d) The arbitrator shall render decisions in writing, with copies to be sent to the Company and the Union, which decisions shall be binding. It is expressly understood that the arbitrator shall have jurisdiction only to resolve questions specifically submitted to him, which shall be limited to the interpretation and application of this Agreement to the matters in dispute presented through the grievance procedure. He shall not have authority to add to, subtract from, modify or in any way change the provisions of this Agreement. He may make retroactive awards or settlements as the equities of the case may demand but in no event shall any award or settlement be retroactive beyond the date on which the grievance was presented.
- (e) Any employee having a complaint may request, at times mutually convenient to all, that a Union representative be present at each step of the grievance procedure.
- (f) In the event the Company believes itself aggrieved because of any matter in

connection with this Agreement, the Company may avail itself of the grievance and arbitration provisions.

ARTICLE XVI

Employee Benefits

- 16.1 The Company agrees to provide a Pension Plan for the members of the Bargaining Unit as previously established.
- 16.2 The Company agrees to provide term life insurance in the amount of \$ \$50,000 for each active Union employee at no cost to the employee.
- 16.3 The Company agrees to provide monthly premium payments for Health Care Insurance, Vision, Life AD&D, Dental, and weekly Disability as stated in plan of the NECA-IBEW Family Medical Care Plan 16 (FMCP). During the term of the contract the Company will pay 80% of the FMCP Plan 16 premiums for each active employee of the three years of the contract term. The Company agrees to a 3% cap on the premium increase or decrease each year.

The tables below are providing as examples to show how the 3% cap will affect the Company and Employee premiums in the event of a premium increase or decrease:

Examples of Family Plan Premium increases:

Monthly Premium	Current	Year 2 (2% Increase)	Year 2 (4% Increase)	Year 2 (6% Increase)
Total Premium	\$1,721.00	\$1,755.00	\$1,790.00	\$1,824.00
Company Premium	\$1,377.00	\$1,404.00	\$1,418.00	\$1,418.00
Employee Premium	\$344.00	\$351.00	\$372.00	\$406.00

Examples of Family Plan Premium decrease:

Monthly Premium	Current	Year 2 (2% Decrease)	Year 2 (4% Decrease)	Year 2 (6% Decrease)
Total Premium	\$1,721.00	\$1,687.00	\$1,652.00	\$1,618.00
Company Premium	\$1,377.00	\$1,349.00	\$1,335.00	\$1,335.00
Employee Premium	\$344.00	\$338.00	\$317.00	\$283.00

If the Employee wishes to return to the Company provided Health, Vision, Life, AD&D, Dental and weekly disability plan they may do so per the Company's current Plan enrollment and applicable State/Federal requirements.

16.4 The company will pay a lump sum amount, paid quarterly, to each Union employee that chooses not to accept Group Health Care Insurance as provided in section 16.1 of this agreement, according with the following:

- a) \$500 per quarter (\$2,000 annually) to each employee that declines family medical coverage.

- b) \$375 per quarter (\$1,500 annually) to each employee that declines the “employee and spouse coverage”.
 - c) \$187.50 per quarter (\$750 annually) to each employee that declines single coverage. The employee must provide proof that they have adequate Medical Care Insurance in another plan in order to opt out of the Company Plan.
- 16.5 The Company will provide the Flexible Benefit Plan to all Union employees that wish to participate.
- 16.6 The Company will provide, for those active employees of the Company, hired before April 06, 2015 and who will retire during the term of this Agreement, at an age no younger than age 62 or at the age no younger than 63 for employees hired after April 06, 2015 a basic health insurance plan, not including dental or other supplemental coverages, for such employee upon the retirement of such employee, but only if such retirement occurs during the term of this Agreement, as follows:
- (a) During such employee’s lifetime, if such retired employee is under the “Medicare” enrollment age, such employee and the present spouse of such employee will be enrolled in the Company’s basic medical insurance plan, not including dental or other supplemental coverages, as then may be in effect, for its regular full-time non-union employees and the Company will pay 40% of the cost of such medical insurance plan for the employee and the spouse of such employee, not to exceed the aggregate amount of \$150.00 per month for such employee and the spouse of such employee. The balance of the cost of such employee’s medical insurance plan will be paid by the employee by deducting such amount from such retired employee’s pension check or at the Company’s sole direction, payment will be made by such retired employee in accordance with the payment plan established by the Company.
 - (b) During the lifetime of such employee, if such retired employee is at or over the “Medicare” enrollment age, the Company will pay the present full cost of the

Blue Cross/Blue Shield Medicare extension coverage, or a substantially comparable coverage from a different carrier, for such individual employee, not to exceed the aggregate amount of \$150.00 per month. The balance of the cost of such Medicare extension coverage for such employee and the spouse of such employee, if any, will be paid by the employee by deducting such amount from such retired employee's pension check or at the Company's sole discretion, payment will be made by such retired employee in accordance with the payment plan established by the Company.

- (c) The obligation of the Company to pay for the cost of the Company's share of the "medical insurance plan" and/or the so-called Medicare "extension coverage" as specified in sub-sections "a" and "b" above is limited to the amount of \$150.00 per month.
- (d) It is agreed that during the term of this Agreement and from time to time at the request of the Company, the Union and Company will meet and negotiate changes and modifications to this Section 16.5 regarding benefits to be provided to active employees of the Company upon their retirement from the Company, including by way of example and not by way of limitation, a New Plan to provide for supplemental payment by the Company for medical and/or supplemental medical coverage for retired employees and the spouse of such retired employee, during such employee's lifetime, the funding for payment of such cost and/or the means for the payment of the expense for the cost of such Plan or New Plan.

- 16.7 The Company agrees to continue to provide a 401(k) Savings Plan for all Union employees, to be to be the same as the plan presently in operation for the salaried and non-Union employees of the Company. For the term of this agreement only, the Company agrees to contribute to each Union employees account an amount equal to 50% of the employee's contribution up to 6% (3% maximum company contribution).

ARTICLE XVII

Miscellaneous

- 17.1 Work usually performed by employees in the bargaining unit will not be contracted out if it will result in loss of employment to the employees covered by this Agreement.
- 17.2 Employees covered under this collective bargaining agreement are required to sign the receipt acknowledgement page of the Company Employee Handbook annually. It is understood that the collective bargaining agreement supersedes any provision in the Company Employee Handbook and that any changes to working conditions, hours of labor and other conditions of employment, including rates of pay, wages and methods of wage payment are subject to negotiation.
- 17.3 A disciplinary plan will be drafted and once approved by both the company and The bargaining unit employees, a M.O.U (memorandum of understanding) will be drafted and signed by both Corning Natural Gas and the IBEW. This M.O.U will take affect the date it is signed by both parties and will be added into the next negotiated contract.

ARTICLE XVIII

Employee Qualifications

- 18.1 The Company is required to comply with the rules of the Federal Department of Transportation and New York State Public Service Commission with regard to pipeline safety. Corning Natural Gas is required to have an Operator Qualification Program. Individuals in this company must be qualified to perform covered tasks under federal rule 49 CFR Part 192 or 195 and state rules of 16 NYCRR Part 255 Section 604. The Company's written Operator Qualification program is in compliance with state and federal rules. The Company plan incorporates written and practical examinations as a means for determining employee qualifications to perform covered task(s). If an individual fails to qualify in a manner described in the Operator Qualification Program

related to a covered task(s), the Company will give that individual one month to retake a retest up to an additional two times to qualify under the Operator Qualification Program. During that period the employee will be supplied with materials to study as well as remedial training if they request it.

- 18.2 Failure of the written examination causes an employee to no longer be qualified to perform the covered task(s) associated with the written examination. The following step will be taken.

(a) The Employee will not be allowed to advance or upgrade job if they have failed to pass the required test.

- 18.3 If an employee fails to pass a required operator qualified covered task(s) examination for performing a task that the employee's position currently requires, and if they are re-assigned job tasks due to the failure, they will not be subject to Article VIII section 8.14 for higher rated pay.

- 18.4 Employees that have bid into a new position shall have (4) four weeks to demonstrate ability to perform the duties of the job, as evaluated by his supervisor.

- 18.5 Corning natural gas understands its obligation to comply with all federal and state law to provide appropriate training and education to ensure compliance with this agreement. If requested by a Corning Natural Gas safety and training supervisor, current fully qualified employees may be asked to provide on the job, hands on instruction or observing the simulation of certain tasks to a lesser experienced union employee. The qualified employee observing these tasks will be required to give a verbal account at the end of the training hours to the safety and training department on the observation of the tasks performed by the lesser experienced union employee. During the hours that the qualified employee is providing on the job, hands on instruction, or observing the simulation of certain tasks, the employee shall be paid a shift premium of two dollars (\$2.00) per hour above the base rates for hours of training provided. The training needs to be scheduled in advance with the employee's manager and the safety and training

department to be approved for the shift premium. Any required written or signed documentation needed for the simulations, or tasks observed by the qualified employee will be the sole responsibility of Corning Natural Gas safety and training department.

18.6 The company proposes to establish a committee consisting of company and bargaining unit employees for the purpose of revising the union job descriptions and to devise and implement job specific progression programs. The bargaining unit president will preside on the bargaining unit side of the committee and be in charge of appointing the employees for the bargaining unit side of the committee. This work shall include any necessary revisions to the employee qualifications discussed in Article XVIII of the CBA, employee Qualifications. This committee shall be established upon approval of this CBA and shall endeavor to complete the revisions in sufficient time to include them in the next contract negotiation.

18.7 Employees transferring or newly hired into Line Maintenance A, Line Maintenance B or Mechanic positions after July 27, 2018, will obtain a valid CDL-A restricted license within 24 months from the date of transfer or hire. Employees currently in these positions at the time of this contract negotiation shall obtain a CDL-A restricted license in a reasonable amount of time.

The following will pertain to the employee training for a CDL-A restricted license:

- (a) The Company will provide adequate paid time to complete the CDL-A knowledge exam during normal working hours.
- (b) The Company will provide adequate drive-time with an experienced Class A – CDL Driver or a third party training school while on Company time.
- (c) If the employee fails the CDL-A knowledge test or the CDL-A driver test the employee retrained and re-tested. If failure of the driver test is due equipment failure this will not count as a failed road test for the employee.

18.8 If the employee is deemed unable to perform the duties of the employees' position due to failure to qualify, the employee may be subject to disciplinary action.

ARTICLE XIX

Stand By Policy

- 19.1 All qualified employees will be included in the Stand By Schedule.
- 19.2 It is the Company's responsibility and obligation to properly train and qualify all employees who are not qualified. The Company will complete this training within twelve (12) months of the signing of this agreement.
- 19.3 It will be the Company's responsibility and obligation to properly train and qualify all new employees within twenty four (24) months from the date of hire.
- 19.4 If the Company fails to fulfill its qualification obligation, an assignment of a qualified employee, over and above the employee's scheduled Stand By Cycle, will be paid at the applicable over time rate of the assigned employee's regular rate of pay for all hours required to satisfy the Stand By assignment.
- 19.5 The Stand By schedule will be populated by all qualified employees picking weeks of service. This will be done on a seniority basis with the most senior employees getting firstpick and so on down the list. Present employees not qualified at the time of the signing of this contract will be added on the end of the Stand By Schedule as they become qualified.
- 19.6 A qualified employee will not be assigned a second week of Stand By until the entire list has been exhausted and the list cycles through a second time and so on.
- 19.7 Compensation for Stand By per eight (8) hour increments shall be as follows: Monday through Sunday (excluding Holidays) will be Seventy (\$70). Holidays and those observed under the collective bargaining agreement will be Ninety-five dollars (\$95).
- 19.8 All call outs shall be paid at a minimum of three (3) hours overtime of the scheduled employee's regular rate of pay.
- 19.9 An employee shall be allowed to give any or all of his scheduled Stand By Shift or Shifts to another qualified employee. The scheduled employee is responsible for covering his scheduled shift. In the case of the scheduled employee becoming

incapacitated due to documentable sickness or injury, the Unit Chairman will work with the Company to cover this shift.

Article XX

Entire Agreement

- 20.1 This Agreement expresses the full and complete understanding of the parties on the matter herein set forth including the subjects of working conditions, hours of labor and other conditions of employment, including rates of pay, wages and methods of wage payment.
- 20.2 If the effect of the enactment of legislation or adoption of any rule or regulation or a final and binding determination by a court or administrative agency modifies or invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein; provided, however, such legislation, rule, regulation or determination which modifies any term or provision of the Agreement, shall be deemed to be and constitute a valid and binding amendment and modification of the Agreement.
- 20.3 This Agreement may not be amended or modified during the term hereof except by mutual consent evidenced by a written agreement duly executed by the parties hereto.
- 20.4 When the male gender is used in this agreement, the female gender is also intended.

ARTICLE XXI

Term of Agreement

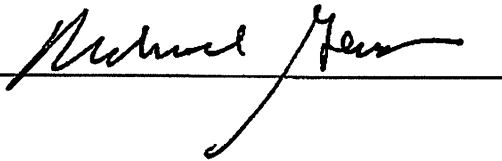
21.1 This Agreement shall become effective on and as of April 01, 2024 and shall remain in full force and effect through April 04, 2027, inclusive, and shall automatically renew itself from year to year thereafter unless either party notified the other in writing, at least ninety (90) days prior to the expiration date, of a desire to amend, modify or terminate the Agreement. After notice of such desire is given, conferences shall be held by and between the parties hereto with a view of arriving at a further agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representative of the Company and the Union.

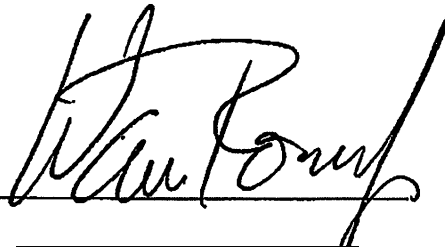
CORNING NATURAL GAS CORPORATION

INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS,
AFL-CIO, LOCAL UNION 139

By



By

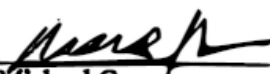


SCHEDULE OF WAGES **RATE PER HOUR**

DESCRIPTION	<u>4/01/24</u>	<u>4/07/25</u>	<u>4/06/26</u>
<u>Line Maintenance Division</u>			
1. Line Maintenance Man A	\$ 37.71	39.03	40.40
2. Line Maintenance Helper B	33.80	34.99	36.21
3. Line Maintenance Laborer	29.58	30.61	31.68
<u>Metering and Regulating Division</u>			
1. Chief Regulator Man	37.94	39.27	40.64
2. Mechanic	37.38	38.69	40.04
3. Meter Repairman A	37.38	38.69	40.04
4. Meter Repairman B	35.35	36.59	37.87
5. Meter Changer	37.18	38.48	39.83
6. Shop Attendant	36.07	37.33	38.64
<u>Engineering Division</u>			
1. Storekeeper/Dispatcher	37.38	38.69	40.04
2. Pipeline Inspector A	36.63	37.91	39.24
3. Pipeline Inspector Corrosion	36.63	37.91	39.24
4. Corrosion Technician B	31.46	32.56	33.70
5. Pipeline Inspector Helper	30.76	31.84	32.95
6. Pipeline Inspector B	35.16	36.39	37.67
7. Pipeline Locator A	30.76	31.84	32.95
8. Pipeline Locator B	28.69	29.70	30.74
<u>Administrative Division</u>			
1. Meter Credit Attendant	35.36	36.60	37.88
2. Meter Reader A	30.76	31.84	32.95
3. Meter Reader B	29.09	30.11	31.16
4. General Laborer A	25.00	25.88	26.78
Probationary Employee	23.00	23.81	24.64

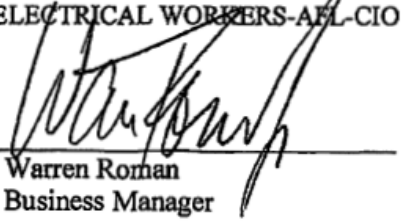
The foregoing schedule of wages as referred to in Section 12 of the Memorandum of the Agreement between the Union and the Company is hereby accepted by the Union and the Company this 1st day of April, 2024.

**CORNING NATURAL GAS
CORPORATION**

By 
Michael German
President

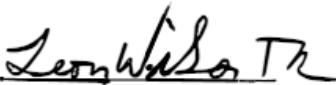
Date: 4/1/24

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS-AFL-CIO**

By 
Warren Roman
Business Manager

Date: 4/1/24

IBEW LOCAL 139

By 
Leon Wilson
Unit Chairman

Date: 4/1/24

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