

## **MEMORANDUM OF AGREEMENT**

### **Workplace Flexibility and Paid Time Off Related to COVID-19**

**Whereas**, the Monongahela Power Company is concerned for the health and welfare of its employees, and

**Whereas**, the Utility Workers Union of America Local 304 and welfare of its members, and

**Whereas**, both parties are committed to balancing our primary responsibility of serving our customers with our need to help employees manage personal needs during this unprecedented time, and

**Whereas**, it is necessary to separate COVID 19 related illnesses from ordinary sick leave,

**Accordingly**, it is hereby stipulated by and between Monongahela Power Company ("Company") and the Utility Workers Union of America Local 304 ("Union") on this 20th day of March 2020, that a Memorandum of Agreement (hereinafter "MOA" or "Agreement") has been reached with regard to workplace flexibility related to the COVID-19 crisis.

#### **Flexible Work Situations**

1. The Company and the Union agree to provide cost-neutral workplace flexibility to help employees meet work and life commitments.
2. The Company will endeavor to provide flexible work arrangements to employees in the following situations:
  - a. Caring for their children due to day care or school closings.
  - b. Providing care for an elderly relative due to the lock down/closing of a nursing home or similar facility.
  - c. To minimize the number of people who gather in a location at the same time.
3. For employees in the foregoing situations, when possible, the Company will offer employees the flexibility of a schedule that accommodates the employee's circumstances that is suitable for business needs.
4. For employees in the foregoing situations who work a flexible schedule, the Union will waive the following contractual provisions:
  - a. Limitations on starting times
  - b. The temporal notice provisions for a schedule change
  - c. Limitations on regularly scheduled Saturday and/or Sunday work
  - d. Limitations on performing functions in other classifications that employees are qualified for and can safely perform.

- e. Note: The first forty (40) hours of the schedule will be paid at straight time and coded as WKDS.
5. The parties agree that for employees working a flexible schedule due to COVID-19, their COVID-19 related schedule is considered their regular schedule for overtime purposes.

#### **Paid Time Off**

6. The Company does not want employees to be financially harmed in unavoidable situations beyond their control. Accordingly, Employees who are unable to perform their job from home and have both a qualifying reason and supervisory approval may take paid time off using pay code CV19.

7. Pay code CV19 will provide full pay without wait days or impact on contractually provided sick time.

8. Use of the CV19 time code should be the last resort after all flexibility alternatives have been exhausted.

9. The CV19 time code should be used primarily for employees in a potential quarantine situation as approved by corporate health and safety or mandated by a public health official/organization.

10. Other instances where the CV19 time code can be used:

- Anyone experiencing COVID-19 symptoms of fever, cough and shortness of breath and has not yet been tested for the virus and whose Supervisor directs them not report to work. Once they are confirmed positive for COVID-19, the regular absence processes will be followed and the employee will be eligible for sick leave.
- In extremely unusual and extraordinary circumstances, the Company understands that childcare or elder care for family members who have been displaced due to COVID-19 may pose a challenge to employees reporting to work. In these instances, it is expected the employee will meet and confer with their supervisor to understand the challenge and attempt to find alternative work arrangements. When alternative work arrangements cannot meet the employee's circumstance, the employee may remain home on CV19 time coding with supervisory approval, but these employees may be required to return to work with 12 hours' notice at the Company's discretion.

11. Qualifying reasons need to be validated and approved by a supervisor before CV19 time can be taken.

12. The CV19 code may be used only for COVID-19 related situations. It is not to be used for employees who are confirmed positive for COVID-19.

**Conclusion**

13. Nothing in this Agreement diminishes any party's rights under their collective bargaining agreement.

14. This Agreement is reached specifically in response to the COVID-19 public health emergency. It will expire when the crisis ends, or immediately when one of the parties hereto gives notice of its desire to end this MOA.

IN WITNESSETH WHEREOF, the Company and the Union have executed this MOA on the day and the date first above written:

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**FOR THE COMPANY:**

  
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Anthony Gianatasio, Industrial Relations

**FOR THE UNION:**

  
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Tom Cunningham UWUA Local 304