

AGREEMENT

Between

BOARD of MUNICIPAL UTILITIES

SIKESTON LIGHT & WATER

SIKESTON, MO

(EMPLOYER)

and



IBEW LOCAL UNION NO. 702

Effective

JANUARY 1st, 2020

THROUGH

DECEMBER 31st, 2022

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THE CITY LIGHT AND WATER COMPANY, acting for the City of Sikeston, Missouri, a municipal corporation, hereinafter referred to as the COMPANY, hereby adopts the following rules, regulations, classifications and wage rates for its employees in the Water, Electrical and Sanitary Sewer Departments of said municipality, effective as of the 1st day of January, 2020.

THIS AGREEMENT shall become effective when properly executed by the parties, and shall remain in full force and effect through December 31st, 2022. Changes of this Agreement may mutually be agreed to at any time. The party requesting any changes shall properly notify the other party of such changes.

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and to provide for rates of pay, hours of work, and other conditions of employment for such employees, to the end that their mutual relations may be regulated, with a view to securing harmonious cooperation, and to provide a procedure for the prompt and equitable adjustment of all grievances and disputes that may arise during the life of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

SCOPE OF AGREEMENT AND UNION SECURITY

Section 1.01 - Recognition of Union

The Company recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its employees within the classifications of work and/or the employees covered by this Agreement, namely; All production, construction and maintenance employees, including working foremen, but EXCLUDING clerical and professional employees, guards and supervisors as defined in the National Labor Relations Act as amended, who are employed by the City Light and Water Company of the City of Sikeston, Missouri.

Section 1.02 - Agreement Statement

This Agreement shall have effect only on the property of the Company and shall govern all work performed thereon by the Company employees coming under the jurisdiction of the Union.

Section 1.03 - Non-Discrimination Against Union Members

- a) It is understood and mutually agreed that no member of the Union shall be discriminated against or denied employment because of his activities in legitimate matters affecting the Union.

The Union agrees that, through its agents, representatives, or members, it will not restrain or coerce any employee to become a member of the Union.

- b) For those employees, covered by this Agreement, who choose to become members of the Union, the Company agrees to deduct a set amount, on a bi-weekly basis, from the wages due each employee who has given proper authorization for such deductions by means of a written authorization. In the second pay period of the month, the Company shall withhold the International Office Per Capita amount as advised by the Union. These deductions shall be for Union dues and forwarded by the Company to the Financial Secretary of the Union no later than the tenth of the following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of the Union and provided in writing to the Company, of the deduction(s) shall be made to insure proper remittance to the Financial Secretary of the Union.
- c) The Company agrees to allow for voluntary payroll deductions for Committee On Political Education (C.O.P.E.) to be forwarded to the Union Financial Secretary monthly. The employee must sign and submit a payroll deduction authorization which shall remain in effect until cancelled or amended.

Section 1.04 – Work Stoppage, Slow-Down or Strike

During the term of this Agreement the employees will not engage in any work stoppage, slowdown or strike. The Company agrees that during the term of this Agreement, there shall be no lockouts or acts to provoke a strike.

Section 1.05 – Compliance with Applicable State, Federal Law

In the event that any of the provisions of this Agreement shall conflict with any applicable State or Federal Law or presidential regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

Section 1.06 – Successorship Clause

In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement. Immediately upon the conclusion of such sales, conveyance, assignment or transfer of its operations, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the Business Manager of the Local Union and shall be accompanied by documentation that the successor obligation has been satisfied. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto, or by change, geographical or otherwise, in the location or place of business of either party hereto. This said clause shall terminate upon the expiration of the Contract on December 31st, 2022.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.01 – Company Rights

The Company shall have exclusive right to manage its business and its properties and to direct its working forces, and to employ, transfer, layoff, promote, demote, discipline and discharge its employees. The Company shall be the sole judge of the qualifications and of the classifications of its employees.

All rights, powers, and authority that the Company had prior to the execution of this Agreement are retained by the Company, except those that are specifically delegated by the terms of this agreement.

Section 2.02 – Non-Arbitration of Company Rights

The rights hereinafter specifically reserved to the Company shall not be subject to arbitration.

ARTICLE III
SENIORITY

Section 3.01 – Layoffs

- (a) Layoffs from a line of progression or a job classification on account of slack business conditions shall be by company seniority.
- (b) When reducing forces by layoffs an employee in a higher job classification that is being laid off may bump another employee in a lower classification if he has company seniority.
- (c) Employees will not be able to bump into any other departments/lines of progression except for the Plant Grounds Maintenance Pool during layoffs.
- (d) When vacancies occur in job classifications from which employees have been laid off they shall be filled by recalling laid off employees who are eligible and qualified first. Such employees shall be recalled in the reverse order in which they were laid off.

Section 3.02 – Occupational Injury Leave

An employee injured while on duty shall be entitled upon recovery to former position with full seniority rights providing he is physically qualified to return to work.

If an employee becomes seriously ill and his illness extends beyond the sick leave herein provided, upon recovery he shall be reinstated with full seniority rights when he is physically qualified to return to work. However, during such absence he shall not accrue additional seniority.

Section 3.03 – Temporary Upgrading or Permanent Promotions

Temporary upgrading or permanent promotions shall be by departments. In selecting an employee for promotion, the determining factors shall be classification seniority, ability, qualifications, and satisfactory job performance as determined by his immediate supervisor. If the ability and qualifications of the employees under consideration are sufficient, the employee with the greatest classification seniority will be upgraded or promoted.

Section 3.04 – Employees Right/Armed Services

In the event employees are called to the armed services, their rights upon being released or discharged, with reference to re-employment, shall be recognized as provided by Federal or State Statutes then in effect.

Section 3.05 – Temporary Employees

Temporary Employees are employees who are employed for less than 1,000 hours in a calendar year and who are notified of this condition of employment at the time they are hired. The Company shall not “piggy back” from one calendar year to the next, the 1,000 maximum hours that a temporary employee can work. The use of temporary employees shall not result in the loss of employment of any regular employee covered under this Agreement, and further, the use of temporary employees shall not result in downgrading of any regular employees covered by this Agreement. In the event any department classification utilizes the temporary employee program for a period exceeding 3,000 “Non-Outage”/Non-Project man hours in two consecutive years, such use will be considered justification for the addition of one entry-level, regular employee to be filled through the approved bid process. Regular employees shall be given an opportunity to upgrade or work overtime before temporary employees. Unskilled temporary employees and/or seasonal help may be paid up to a maximum rate of \$10.00 per hour, or the current, applicable Minimum Wage in effect at the time, if more than the aforementioned \$10.00 per hour. The Company will not keep temporaries for the purpose of replacing permanent employees.

Section 3.06 – Job Bidding

When vacancies occur or when new positions are created within departments of the bargaining unit, the Company shall post notice on its bulletin boards for a period of seven (7) calendar days announcing that a vacancy or a new position exists. The job will first be posted for seven (7) calendar days in the department in which it is open, then for seven (7) calendar days in all remaining departments. Entry-level labor positions will be posted simultaneously in all departments for seven (7) calendar days.

- (a) Employees desiring to fill such vacancy shall submit a bid in writing to their immediate supervisor setting forth their ability and talent. The Company shall review all submitted bids. If ability and qualifications are reasonably equal, seniority shall be the determining factor. In the event no bids are received from the employees within a department where the vacancy occurred or new position was created, or no employee in that department qualifies, the Company will then post notice on bulletin boards of other departments announcing the position open. Such vacancy shall be filled within thirty (30) days after the bidding period has elapsed. In the event no bids are received from other departments, or no employee in those departments qualifies, the Company may, at its discretion, hire from outside.

The company may, at its discretion, temporarily fill the vacancy while it is considered open.

- (b) The declining of a promotion by an employee shall not prejudice his/her rights for future promotion.
- (c) If an employee who is selected to fill a Bid Job doesn't demonstrate his/her competence to perform the work of the job during the first three (3) months or if such employee does not desire to remain in the job for three (3) months, he/she will be returned to his/her former job classification and his/her job seniority and departmental service in the former job classification will be credited with the time spent in the bid job. The job classification the employee is leaving will be re-bid.
 - 1. If an employee is returned to his/her former job classification he/she cannot bid again on the next higher job classification until after a period of six (6) months.
 - 2. The waiting period before he/she can bid again on the higher job classification shall start the day the employee returns to his/her former job classification.
 - 3. New employees will not be allowed to bid on jobs until completion of six (6) months service.

Section 3.07 - Outside Labor

Board of Municipal Utilities agrees the use of outside labor will not cause any permanent employee to be laid off or reduce any employee's hours to less than a forty- hour week.

ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURES

Section 4.01 - Obligation for Continuous Service

The parties agree that the operations of the Company upon which the employees covered in this agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous service.

Section 4.02 - Grievance

The Company agrees to meet and treat with the duly accredited officers and committees of the Union in the following manner on differences that may arise between the Company and the Union:

- 1. Any dispute arising between the employee and/or employees and the Company shall be handled in the following manner: The employee and/or employees who believe they have been treated unjustly shall present their grievance verbally to his or her immediate Supervisor. A union steward may be present at this discussion. In the event that a satisfactory settlement is not reached at this step, the grievance shall then be reduced to writing on a form agreed to between the Union and the Company and filed within ten (10) days of the incident unless unusual circumstances are involved. The written grievance shall be in triplicate.

2. The three copies of the written statement of grievance will be presented to the Department Superintendent, who upon receipt of the written statement of grievance will meet with the aggrieved employee and/or employees and the Union Steward and make an earnest attempt to reach a satisfactory settlement. In the event no satisfactory settlement is reached, the Department Superintendent will respond in writing in the space provided for on the grievance form.
3. In the event that the grievance has not been satisfactorily settled in (b) of this procedure, the three copies of the written grievance, with the Department Superintendent's written answer, shall be dispersed in the following manner:
 - One copy shall be forwarded to the General Manager of the Company.
 - One copy shall be forwarded to the Business Representative of the Union by Steward, and
 - The employee and / or employees shall retain one copy.

Upon receipt of written statement of grievance, the General Manager and the Business Representative of the Union shall arrange a meeting date to review the grievance and make an earnest attempt to reach a satisfactory settlement. Either party may have a committee present at this meeting. In the event that a satisfactory settlement is not reached at this meeting, the unresolved dispute shall be referred to an impartial arbitrator for decision and award.

ARTICLE V

VACATIONS

Section 5.01 - Vacation Year Defined

Each full-time employee who is paid every two (2) weeks on a salaried or hourly basis will receive two (2) weeks (10 working days) vacation leave with pay after one year of employment. The established "vacation year" shall be January 1 to the following December 31. (New employees refer to Section 5.06)

Section 5.02 - Vacation Schedule

All employees who have completed the designated years of service shall be entitled to the following number of days of vacation.

| <u>Length of Service</u> | <u>Allotted Time</u> |
|---------------------------|----------------------|
| 1 year but less than 6 | 10 days |
| 6 years but less than 13 | 15 days |
| 13 years but less than 16 | 20 days |
| after 16 years | 21 days |
| after 17 years | 22 days |
| after 18 years | 23 days |
| after 19 years | 24 days |
| after 20 years | 25 days |
| after 30 years | 30 days |

For the purpose of this section a day shall be defined as eight (8) hours.

Section 5.03 – Vacation Leave

Vacation leave shall ordinarily be taken in periods of one or more weeks, but variations may be approved by the Department Head for special reasons determined by him to be adequate to justify this variance.

Section 5.04 – Scheduling

Vacations will be scheduled so as to meet the operating requirements of the Company and insofar as possible, the preference of the employees. Vacation leave will be taken during the year following the year in which it was earned. Unused vacation days up to five (5) days per year (40 hour maximum) may be carried over to the following year. These days shall not be cumulative.

Prior to April 15th of each calendar year, each employee shall submit to their immediate supervisor the dates they desire for vacation. The department head will then schedule and post vacation periods and will respect the wishes of the employee insofar as the needs of the service of the Company will permit. In case of a conflict with another employee's request, Company seniority shall prevail with the understanding that, for Company seniority to prevail, the vacation request must be submitted by April 15. Vacation requests and changes submitted after April 15 will be scheduled on a first-submitted basis.

Section 5.05 – Vacation Leave on Holiday

An authorized Company holiday shall not constitute a vacation day, and whenever an authorized holiday falls within an employee's vacation leave, he will be entitled to one (1) additional day beyond the regular vacation period.

Section 5.06 – Anniversary Date

The anniversary date of the individual employee will be the determining basis for the amount of vacation to which an employee is entitled.

A new employee will accrue, up to a maximum of ten (10) days, one (1) vacation day for each month worked. Such accrual will begin on his date of employment and end with the calendar year. A full day's vacation credit will be given to the employee when his employment begins on or before the tenth day of the month, any date thereafter will constitute a half-day's credit, as long as the employee has worked a minimum of five (5) days.

In the next succeeding calendar year, an employee, if he desires, may take before his anniversary date, any vacation he has accrued. After his anniversary date, he will be entitled to receive the balance between those days accrued and the ten (10) days he is entitled for completing one year's service with the Company.

Any employees, who through their years of service, are due additional vacation time, will be entitled to such time after their anniversary dates.

(Employment Date - 7-1-2000)

2000 J F M A M J J A S O N D
-----5 days accrued-----

2001 J F M A M J J A S O N D
-----5 days may be taken-----
-----5 days may be taken-----
-----5 days accrued-----

2003 J F M A M J J A S O N D
-----Eligible for 10 days vacation-----

2006 J F M A M J J A S O N D
---Add 5 days for 6th anniversary to be
taken between anniversary date and end
of year-----

2007 J F M A M J J A S O N D
-----Eligible for 15 days vacation-----

Section 5.07 - Separation from Company

Whenever separation from the Company occurs prior to the end of the first twelve months of an employee's service, he forfeits his vacation leave. Otherwise, an employee is entitled to reimbursement for unused, unexpired accrued vacation leave, provided that in case of resignation, the employee has given two (2) weeks or more notice of his intention to resign.

Section 5.08 - Temporary or Seasonal Employees

A temporary or seasonal employee, who is retained as a permanent employee, without a break in service, shall accrue vacation leave from date of original appointment.

Section 5.09 - Reimbursement for Cancelled Vacations

Should the Company require an employee to cancel a scheduled vacation, he/she will be reimbursed the following pay period for all cost incurred, provided documentation of expenses incurred and proof of employee's exhausted effort for refund is presented to the Company. This includes: all deposits, penalties on cancelled reservations, and out of pocket expenses. Employees shall be allowed to take a vacation at a later date even if it extends into a new calendar year. In no event will an employee completely lose a vacation due to company rescheduling or plant outages.

ARTICLE VI

SICK LEAVE

Section 6.01 – Sick Leave Accrued

Sick leave for employees will be accrued in the following manner:

1. Those coming to work between the 1st and 10th of the month will receive one (1) full day of sick leave for the first month of employment, and one (1) full day for each month thereafter.
2. Those coming to work after the 10th and through the end of the month will receive one-half (½) day of sick leave for the first month of employment and one (1) full day for each month thereafter.
3. Must be employed at least five (5) days during the first month of employment to receive any sick leave.
4. May accrue sick leave up to a total of 960 hours.
 - (a) In the event of illness, the employee will receive one (1) hour straight time pay for every scheduled working hour until the accumulated total of sick leave has been used. Sick leave privileges accumulated during a sick leave absence will be credited to the employee for that absence if the employee had available sick leave privileges at the beginning of that absence.
 - (b) Employees may use accumulated sick leave for necessary medical, dental, and optical examination and treatment provided:
 1. Such reasons shall not exceed the actual time necessary for examination and treatment.
 2. They cannot be scheduled outside of the employee's scheduled working hours.
 3. Permission for sick leave for the above reasons shall be obtained at least two (2) days in advance, except in emergency situations affecting the employee's health.

Section 6.02 – Sick Leave/Family Illness

Employees may use accumulated sick leave in the event of serious injury or illness in an employee's family. Family shall be defined as follows: wife, husband, child, or other relative living in the same household.

Section 6.03 – Doctor's Certificate

An employee who is absent and requests sick leave to cover:

1. Serious injury or illness in an employee's family.
2. Medical, dental, and optical examination and treatment may be required to certify as a condition of granting, that the absence was due to the above-mentioned reasons listed in No. 1 and No. 2 of Section 6.01, 4. (b).

An employee who is absent for a period of more than three (3) consecutive working days or consistently for shorter periods and requests sick leave to cover such absence, may be required to furnish a medical doctor's certificate, as a condition of granting, attesting to the fact that the employee's absence has been due to sickness or injury and is unable to work.

For the purpose and application of this Section, “consistently for shorter periods” shall be interpreted and applied as follows:

1. Beginning in the month of January, 2020, the annual earned sick leave for the previous calendar year (2019) shall be identified for each employee. For employees who have utilized more than seventy percent (70%) of such allowance, then they shall have such absences subject to review by the Personnel Manager. The Personnel Manager will then review the entire three (3) previous calendar years of usage (2017 – 2019) and, if, upon review, determination is made that there were legitimate absences that would establish the employee’s usage above the aforementioned seventy percent (70%) threshold, then no action is required. Should there not be credible, reasonable, explanations for such absences in excess of the seventy percent (70%) for the entire three (3) year period, then the employee shall be required to furnish a medical doctor’s certificate for all such future absences, until the next annual review, at which the usage is calculated and evaluated to determine continuation or cessation of being on the “required” list.
2. In the month of January, 2021, the annual earned sick leave for the previous two (2) calendar years (2019 and 2020) shall be identified for each employee. For employees who have utilized more than seventy percent (70%) of such allowance, they shall have such absences subject to review by the Personnel Manager. The Personnel Manager will then review the entire three (3) previous calendar years of usage (2018 – 2020) and, if, upon review, determination is made that there were legitimate absences that would establish the employee’s usage above the aforementioned seventy percent (70%) threshold, then no action is required. Should there not be credible, reasonable, explanations for such absences in excess of the seventy percent (70%) threshold for the entire three (3) year period, then the employee shall be required to furnish a medical doctor’s certificate for all such future absences, until the next annual review, at which the usage is calculated and evaluated to determine continuation or cessation of being on the “required” list.
3. Beginning in the month of January, 2022, and thereafter, the annual earned sick leave for the previous three (3) calendar years shall be identified for each employee. For employees who have utilized more than seventy percent (70%) of such allowance, they shall have such absences subject to review by the Personnel Manager. If, upon review, determination is made that there were legitimate absences that would establish the employee’s usage above the aforementioned seventy percent (70%) threshold, then no action is required. Should there not be credible, reasonable, explanations for such absences in excess of the seventy percent (70%) threshold for the entire three (3) year period, then the employee shall be required to furnish a medical doctor’s certificate for all such future absences, until the next annual review, at which the usage is calculated and evaluated to determine continuation or cessation of being on the “required” list.

In order to fully validate the reasons given for possible qualified absences, the Company may require documentation certified by the qualifying medical personnel and / or facility, to be confirmed by a Company representative.

Section 6.04 – Half-Pay Provisions

Unused sick leave shall be cumulative and available for an employee's future use, provided that the balance to the credit of an employee shall not exceed one hundred and twenty (120) days. If an employee's illness extends beyond sick leave hereinafter provided, he shall receive further compensation as follows:

For the period beyond the sick leave provided, but not to exceed in any one calendar year or for the same illness, one calendar week (40 hours) for each year of service with the Company. He/she shall be paid at one-half base pay for his/her classification. This one-half pay provision shall be available only if the employee had an unused and accumulated sick leave balance of equal to or greater than the product of 48-hours times his years of service, or had a minimum accumulated balance of 160 hours, prior to the beginning of his illness.

Section 6.05 – Sick Leave Restoration

An employee who is absent on sick leave shall have an equivalent number of days of sick leave restored provided the following conditions are met:

1. The time off exceeds six (6) consecutive working days (48 hrs.);
2. The time off is necessary as certified in writing by a medical doctor; and
3. The employee completes twenty-six continuous weeks of active service upon return to work after such illness or injury.

The twenty-six (26) weeks continuous service as outlined in this section shall be deemed broken when an employee requests a leave of absence. For the purpose of this section, leave of absence shall be defined to include sick leave, vacation leave (as described herein) and dock time. Active service shall not be deemed broken when an employee is subpoenaed as a witness, summoned for jury duty, serves as a pallbearer, utilizes a personal day, or is absent for death leave as herein provided.

Vacation leave will not be considered as a leave of absence if an employee has vacation scheduled three (3) days in advance of said vacation. Additionally, an employee shall be allowed to utilize vacation a maximum of two (2) times during any restoration period for occurrences that arise when a three (3) day notice could not be given to the Company. Further, a break in service will not occur if an employee uses the equivalent of one day (8 hrs) of sick leave for necessary follow-up medical visits, provided the attending physician attests to the fact that such visits are necessary and related to the original illness. A break in service will not occur if an employee uses no more than 3 hours cumulative for an on the job injury.

If an employee has had sick leave hours restored under this provision, those hours must be reimbursed to his/her accumulated sick leave before he/she is eligible for the buy-back provision for those employees who have reached a maximum accumulated sick leave of 960 hours.

Upon termination from the company, an employee, who has had sick leave restored during his/her tenure of employment, shall have the number of hours restored deducted from his/her total accumulated sick leave, unless such sick leave restored has been previously reimbursed as described in the preceding paragraph.

Section 6.06 – Temporary, Seasonal Employees

Temporary, seasonal, emergency, part-time, and contract employees shall not accrue sick leave.

A temporary or seasonal employee, who is retained as a permanent employee, without a break in service, shall accrue sick leave from the date of temporary or seasonal appointment.

Section 6.07 – Holidays and Regular Days Off

Accrued sick leave shall represent working days. Authorized holidays and regular days off occurring during a period of sick leave shall not operate to reduce the amount of accrued sick leave.

Section 6.08 – Advance Sick Leave

The head of a department may request that an employee be given an advance of sick leave, not to exceed thirty (30) days, provided said employee has been a satisfactory employee of the Company for a period of at least one (1) year. The request shall be in writing and shall offer adequate justification for the request. The General Manager may authorize the advancement provided there is reasonable chance that the employee will be able to offset the advance by future accruals.

Any employee who is indebted to the Company for sick leave advancement but not accrued at the time of his separation shall whenever possible have his final pay deducted sufficiently to offset the indebtedness.

Section 6.09 – Separation From Company

When an employee leaves the service of the Company, the Company will reimburse the employee for all accumulated unused sick leave at a rate of forty percent (40%) of employee's current rate of pay at time of separation.

In order to receive this benefit, the employee must have reached, at some point in his/her employment, an accumulation of sick leave of at least five hundred (500) hours.

Section 6.10 – Sick Leave Buy-Back Provision

At the beginning of each year, the Company will either 1) buy back all of the unused sick leave hours accumulated above nine hundred and sixty (960) hours during the preceding year at fifty percent (50%) of the employee's rate of pay in effect at the beginning of the calendar year in which the payment is made, OR, 2) buy back all of the unused sick leave hours accumulated above nine hundred and sixty (960) hours during the preceding year at twenty five percent (25%) of the employee's rate of pay in effect at the beginning of the calendar year in which the payment is made, AND, place into the employee's vacation fund, an amount equal to the total number of accumulated sick leave hours above nine hundred and sixty (960) multiplied times twenty five percent (25%).

Section 6.11 – Sick Leave Abuse

The Company and Union agree that occasionally, issues arise which may cause the need for investigation and examination of sick leave usage by employees due to certain instances or circumstances. These occurrences could be solitary in nature, or may possibly transpire over an extended duration. Nonetheless, this Section is designed to provide for a fair equitable process to examine and review an employee's sick leave usage to ensure the sick leave benefit is not being misused or abused.

For any instances arising that necessitate immediate review, or for extended, “patterned” usage – interpreted and applied under this Section to be using more than ninety percent (90%) of accrued (earned) sick leave over the previous three (3) year period, they shall have their usage reviewed jointly by the Company’s Personnel Manager and the Union’s Business Manager (or their designee) along with at least one additional person appointed by such, preferably someone not in direct working relationship with such affected employee.

If, upon review by this joint Committee, it is determined that the sick leave benefit has been abused or misused, a recommendation for a reduction or elimination of the employee’s sick leave shall be made by the Committee to the Company’s General Manager for his or her consideration of action.

The application of the language change in this Section is to become effective on January 1, 2022, wherein the first examination relative to the ninety percent (90%) reviews shall take place.

Section 6.12 – Illness During Vacation

In the event an employee is on vacation and becomes ill to the extent that such illness requires medical attention, such time that the employee is ill shall be deducted from his/her sick leave and his/her vacation extended accordingly.

Section 6.13 – Sick Leave – SIKESTON POWER STATION

To be absent on sick leave at Sikeston Power Station, an employee must notify the Shift Supervisor as early as practical on the first day of sick leave.

A shift worker must notify the Shift Supervisor on duty at least five (5) hours in advance of their regular scheduled shift, if possible. The employees, when calling in for sick leave shall inform the Supervisor of: (1) Nature of illness or accident, (2) Date the employee expects to return to work.

Operations department rotating shift employees shall report back to the Shift Supervisor on duty before returning to work at least eight (8) hours before his scheduled shift, or next day of work starts, that he is ready to return to work. Failure to give such notice will result in the absence being charged to leave without pay.

Section 6.14 – Parental Leave

In an effort to allow employees an opportunity to spend time with new members of their family, the Company agrees to allow five (5) consecutive work days of paid leave for mothers and fathers, per incident, giving rise to such need.

This paid leave applies to mothers, fathers, adoptive parents, legal guardianship, and foster parents, is not to be deducted from any other accrued or paid leave allowances afforded the employee, and such leave shall begin upon the child’s placement into the home.

ARTICLE VII

OCCUPATIONAL INJURY LEAVE

Section 7.01 – Assistance With Claim

An employee injured while performing his assigned duties shall be entitled to the provisions of the Workmen's Compensation Act. The General/Personnel Manager shall offer to assist the employee in presenting his/her claim and shall endeavor to see that the employee receives the full benefits to which he/she may be entitled.

Section 7.02 – Compensation During Leave

An employee injured on the job who draws pay under the Missouri Workmen's Compensation Act shall receive sick leave pay equal to the difference between his/her regular salary and that received from Workmen's Compensation during the first ten (10) working days following the date of injury or the first day of temporary total disability resulting from that injury. His/her absence will be charged against sick leave in the same proportion that sick leave is paid during the above period.

After the first ten-day period of disability as described above, and during the next ten (10) weeks of temporary total disability, an employee injured on the job who draws pay in accordance with the Missouri Workmen's Compensation Act shall receive the applicable Workmen's Compensation benefit payable to him/her plus such an additional payment from the Company so as to enable the Employee to receive 80% of his/her regular weekly basic pay less Social Security and State and Federal Income Tax withholding. For an example, if an Employee's regular net basic pay check is \$397.00 per week prior to his/her injury and if his/her Workmen's Compensation weekly benefit is \$150.00, then the Company will pay \$167.60 per week during the ten-week period, which will enable the employee to receive \$317.60 per week (which equals 80% of his/her net basic pay). At the employee's option, they will be allowed to supplement their pay the first four (4) weeks during this 10-week period with sick leave and/or vacation, in order to obtain a full-time, regular weekly basic paycheck.

After the expiration of the aforesaid ten-week period, the injured employee may again use his/her sick leave in accordance with the first paragraph of this section.

Section 7.03 – Limitations of Benefits

No employee on occupational injury leave shall receive a combination of Workmen's Compensation and sick leave in excess of his/her regular pay.

ARTICLE VIII

CITIZENSHIP LEAVE

Section 8.01 – Time Off for Voting

Employees shall be entitled to the necessary time off for the purpose of voting in accordance with provisions covered by the revised Missouri Statutes of Labor Laws.

ARTICLE IX

DEATH LEAVE

Section 9.01 – Family Defined

In the event a death occurs in the family which includes: wife, husband, child, stepchild, brother, sister, parents(or the two individuals designated* by the employee as parents), step parents (only one set of designated step parents per employee), father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, or other relative living in the same household at the time of death, the employee shall be granted death leave as outlined in this article.

*Designated individuals for parents and / or step parents must be provided to the Company in writing.

Section 9.02 – Day off Defined

The employee shall notify his/her immediate Supervisor and shall be granted a period not to exceed three (3) days off with pay, provided the death occurs within a radius of 300 miles. Additional time off with pay, not to exceed two (2) days, shall be granted if a death occurs beyond the 300-mile radius. The three to five days outlined above shall include regularly scheduled days off. Time used under this section shall not be deducted from the employee's accrued sick leave.

These three (3) days, or more if qualifying for such under the terms of this Section, shall be taken in complete days. One (1) day of leave must be taken between the day of the death of the relative and the day of the funeral. One (1) day of leave must be taken on the day of the funeral. One (1) day of leave must be taken within thirty (30) days of the death of the relative. The additional time off not to exceed two (2) days when the death occurs beyond the 300-mile radius, must be used the day before and the day after the funeral.

Section 9.03 – Death Leave During Vacation

If a death occurs in the family, during an employee's vacation, the employee's vacation shall be extended three to five days as outlined above.

Section 9.04 – Pallbearers

Employees shall be entitled to four (4) hours leave of absence without loss of pay when:

1. They serve as pallbearer for a fellow employee, retired employee(s), a member of the family of a fellow employee, or a relative, which includes nieces, nephews, but not beyond first cousins.
2. They attend the funeral services of a fellow employee.
3. The Company will allow an employee to serve as a pallbearer (limit of one (1) time with pay per year) for any occurrence not covered under items one (1) and two (2) of this Section.

ARTICLE X

HOLIDAYS, PERSONAL DAY, AND BONUS DAYS

Section 10.01 – Holiday Schedule

All employees shall be entitled to ten holidays, consisting of nine regular days and two one-half days, for which they shall receive pay at their regular rate. The authorized holidays are as follows:

- New Years Day - January 1
- Good Friday - Day Celebrated
- Memorial Day - Day Celebrated
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving-Friday after 4th Thurs. in November
- Christmas Eve - One-half day or four hours.
- Christmas Day - December 25
- New Year's Eve - One-half day or four hours

Section 10.02 – Eligibility

Unless the employee is on sick leave, occupational injury leave, citizenship leave, or vacation leave, he/she must work the regular working day before and regular working day after the authorized holiday in order to be eligible for the paid holiday.

Section 10.03 – Working on Holiday

If an employee is required to work on an observed holiday he/she shall, at his/her option, be entitled to one of the following:

- (1) Receive pay at the rate of two (2) times his/her regular hourly rate for any time worked during the regular daily schedule.
- (2) Receive pay at his/her regular hourly rate for all hours worked during the regular daily schedule, plus one-day compensatory leave for such holiday worked. The compensatory time off will be taken when the employee can be spared from duty and approved by his/her immediate supervisor.
- (3) Receive pay at his/her regular hourly rate for all hours worked during regular daily schedule, plus credit for one additional day of vacation for each holiday worked. The additional vacation time shall be added to the employee's vacation entitlement and shall be taken during the year in which it was earned.

Section 10.04 – Holiday Occurring on Day Off

When an authorized holiday falls on an employee's day off, such coincidence shall not operate to reduce the total time off with pay that the employee shall receive.

- 1) For each scheduled shift worker, if the observed holiday falls on his/her day off, he/she will have one of the three (3) following options:
 - a. Receive holiday pay
 - b. Select one (1) day of compensation leave
 - c. Have one (1) day added to his/her vacation schedule

Section 10.05 – Holiday Occurring During Vacation or Sick Leave

If a holiday falls during the vacation period of an employee, he/she shall have an extra day added to his/her vacation. If an employee is on sick leave when a holiday occurs, he/she will not be charged sick leave for that day.

Section 10.06 – Holiday on Weekend

When an authorized holiday falls on Sunday, the following Monday shall be observed as the official holiday. If a holiday falls on Saturday, the previous Friday shall be observed.

- 1) Shift workers, including the operations department at the Sikeston Power Station and the shift operators and relief operator/maintenance classification at the water and wastewater plants, shall observe holidays on the actual days they fall, including Saturday and Sunday.

For example, if July 4 falls on a Saturday, shift workers will observe the holiday on Saturday, and will be compensated for working on Saturday as the holiday is outlined in Section 10.03.

Section 10.07 – Holiday on Scheduled Workday

Employees who are scheduled to work on an observed holiday, but whose services are not needed to maintain operation or service, will be allowed to be absent and will draw their regular base rate of pay in accordance with their work schedule.

For those employees on a rotating twelve (12) hour shift schedule at the Power Station, they shall be compensated for twelve (12) hours of holiday pay for each holiday actually worked.

Section 10.08 – Statutory Regulations Affecting Holidays

In the event the designated dates for respective holidays in Section 10.01 are changed by law, this Contract shall be deemed to be amended so as to comply to the terms, conditions and provisions of statutory regulations.

Section 10.09 – Personal Day

In addition to the holidays listed in Section 10.01 each employee shall be entitled to one (1) Personal Day [consisting of eight (8) hours for those employees on eight (8) hour shifts and twelve (12) hours for those employees on twelve (12) hour rotating shifts] which shall be scheduled and approved in advance of the day actually taken. Such approval will be by the employee's immediate supervisor and the Company will respect the wishes of the employee insofar as the needs of the service of the Company will permit.

Section 10.10 – Bonus Days

The Company establishes a bonus day plan, which rewards its employees for regular attendance and safe work habits. The plan allows for an employee to earn up to a maximum of four (4) bonus days per year.

One-half bonus day (4 hours) is earned by working a full calendar quarter (quarter being defined as January through March, April through June, July through September, and October through December) - without being absent for sickness, injuries - on or off the job, etc., except for vacation, jury duty, or authorized death leave.

Two (2) additional bonus days will be awarded to employees who have earned the two bonus days in the preceding calendar year, and who have not had an on-the-job injury that requires paid medical attention during the preceding calendar year.

An employee who must leave work for illness, but is not absent for more than three (3) hours that particular day, and returns to work either that day or his/her next regularly scheduled work day, will not lose eligibility for a bonus day. The ability to utilize this provision will be limited to nine (9) total hours in any quarter of a calendar year. In the event the employee is off more than the three consecutive hours, the bonus day accrual will restart with the beginning of the next calendar quarter. New regular full-time employees may begin earning bonus days as soon as they are employed and do not have to complete their probationary period; however, the normal accrual applies.

Any employee earning bonus days will have the option of adding these days to his/her vacation schedule the following year, to his/her banked sick leave; or to receive the equivalent pay for the number of hours earned. However, the sick leave cap of 960 hours will still apply.

ARTICLE XI
GENERAL RULES

Section 11.01 – Payday

Wages shall be paid every two (2) weeks on Friday, except when Friday is a holiday, and then payday shall be on Thursday before such holiday. When a payday falls during the week of Thanksgiving, then payday shall be on Wednesday before this holiday.

Section 11.02 – Arrangements to Receive Pay

When convenient, arrangements are to be made so that employees shall receive their pay on the job.

Section 11.03 – Method of Payment

Employees shall be paid through direct deposit or by check that can be cashed at their face value.

Section 11.04 – Unauthorized Absence

No employee covered by this Agreement shall be absent from duty without securing permission from the supervisor in charge before so doing, and in case of illness shall notify the supervisor before working hours.

Section 11.05 – Temporary Upgrade

When an employee is temporarily assigned to a higher rated classification for a period of four (4) hours or more, [three and a half (3 ½) hours or more at the Power Station] he/she shall during such period receive the rate of pay of the classification to which he/she is assigned, and when an employee is temporarily assigned to a lower rated classification such employee shall receive the rate of pay of his/her regular classification.

Section 11.06 – Meals

(a) **Holdover**

Holdovers of two (2) hours or more on a regular scheduled work day:

If an employee is required to perform unscheduled work beyond his/her normal quitting time two (2) or more hours, the employee will be due a meal after the first two (2) hours of unscheduled work and an additional meal each five (5) hour interval worked until released from duty.

If an employee is required to work past 12:30 noon, the Company will furnish a meal.

If an employee whose regular lunch period is from 12:00 noon to 1:00 p.m. is required to work beyond his/her regular quitting time of 12:00 noon, such employee shall be paid time and one half for one half (½) hour. If he/she is required to work beyond 12:30 p.m., such employee shall be paid time and one half for (1) hour and shall be given additional time to eat with no reduction in pay. If an employee whose regular lunch period is from 12:00 noon to 12:30 p.m., is required to work beyond his/her regular quitting time of 12:00 noon, such employee shall be paid time and one half (½) hour and shall be given additional time to eat with no reduction in pay.

(b) Call-In – Regular Scheduled Work Day

If an employee is called for work with less than two (2) hours notice before his/her regular starting time on scheduled shift, such employee shall be furnished a meal upon completion of two (2) hours work. Another meal shall be provided after the completion of eight (8) additional hours of overtime worked prior to the start of the employee's regular scheduled work day. Should the employee continue on the job two (2) hours past the regular quitting time, as provided for in Section 11.06 (a), the employee shall be given an additional meal for each five (5) hours worked thereafter, provided, however that the employee works his/her regular scheduled shift.

(c) Call-In - Scheduled Time Off

If an employee is called in to work during periods of scheduled time off, and it does not run into a regularly scheduled work day, and this includes time off between regular scheduled shifts and scheduled days off, the employee must work five (5) consecutive hours before he/she shall be entitled to a meal, and he/she shall be given an additional meal for each five (5) hours worked thereafter. If an employee is called to work and works less than five (5) hours, he/she shall not be entitled to a meal.

(d) Prearranged Work

If an employee is notified that he/she is to report for prearranged overtime work and is given at least two (2) hours notice prior to the starting time of that work which will afford him/her an opportunity to have a meal before reporting to work and have time to prepare a meal to bring to work, the Company is not obligated to furnish any meals.

(e) Employees will be allowed time off to eat meals due them under the provisions of Section 11.06 of Article XI at their supervisor's discretion.

(f) Meals are not to be provided during scheduled or prearranged work of any amount of hours.

(g) When an employee is due a meal under the provisions of Section 11.06, he/she shall be reimbursed \$10.00 for each meal due.

(h) When an employee is due a meal under the provisions of Section 11.06 of this article and desires to leave work to obtain this meal, time off to do so will be at the supervisor's discretion. Employees will not be paid for time they leave work to obtain meals.

(i) All meals earned under this Section shall be reimbursed by the Company in cash.

Section 11.07 – Safety

The Company and the Union recognize the need for a safe work place and will mutually promote on-the-job safety.

(a) The Company and the Union agree to establish a Joint Safety Committee consisting of an equal number of members from the Company and the Union for the Power Station. The Joint Safety Committee shall meet monthly, during normal work hours, and establish safety rules and safe working practices. Other Departments shall meet on an as needed basis.

- (b) Safety training programs will be scheduled monthly for employees of the Sikeston Power Station. All employees who can be spared from their job will attend safety-training programs.
- (c) All employees shall abide by the safety rules established. Violation of safety rules, regulations, and policies, depending on the circumstances, may be cause for appropriate disciplinary action. Willful violation of safety rules, regulations, and policies, which involve the safety of employees or jeopardize operation or equipment, will be cause for suspension and /or discharge.
- (d) The Company shall furnish safety equipment necessary for the protection of the life and property in the performance of their duties, and employees shall at all times use them when necessary.
- (e) Any employee having knowledge at any time of any working condition or equipment which such employee may believe to be unsafe or dangerous, either to employees or to others, shall so inform his/her supervisor immediately.
- (f) The Company will provide safety glasses or single lens goggles to cover prescription glasses. The Company will pay up to the following amounts toward the purchase of polycarbonate prescription safety glasses with side shields. (\$90.00 Single Vision / \$110.00 Bi-Focal / \$120.00 Tri-Focal). The company will pay to replace an employee's safety glasses once every three (3) years. Those employees required to participate in this eyewear program shall do so as a condition of continued employment.

Section 11.08 – Temporary Employment During Emergencies

During emergencies such as floods, earthquakes, or disastrous storms disrupting or threatening to disrupt service in any department, the Company may employ such additional temporary employees as may be necessary to restore normal service. It may also employ such temporary unskilled labor from time to time, but for periods of less than thirty (30) days, as may be necessary to enable the Company to restore normal service. When temporary employees are hired, regular employees will be given preference to desirable job assignments. This paragraph shall not be construed to infringe upon the Company's exclusive right to contract the performance of work or service on behalf of the Company, if in the Company's opinion, it is desirable to do so.

Section 11.09 – Jury Duty

Any employee absent from work because of jury duty will be paid his/her regular scheduled rate of pay less his/her jury pay. Any employee who is called for jury duty shall immediately notify his/her immediate supervisor that he/she has been called for jury service. When an employee is excused from jury service at any time during the term for which he/she has been called, he/she shall immediately report for work at his/her regular duties if practical. Shift workers on jury duty who are released during the term for which they have been called shall report back to work as if they were assigned to the day shift.

Section 11.10 – Classification Changes

Before placing any new classification into effect or before changing the job content of any existing classification, the Company will notify the Union of its intentions to do so and will negotiate a wage rate for such classification.

Section 11.11 – Work by Supervisory Personnel

Supervisory personnel shall not perform work normally done by members of the bargaining unit, unless it is to protect life, property, public relations, or during a training period. It is further agreed that supervisory personnel may investigate emergency call-out work to determine how many men shall be used to restore service. Upon determining the extent of the trouble, the supervisor shall call the amount of men to restore service.

Section 11.12 – 16 Continuous Hours/Rest Period

An employee who has worked for 16 or more continuous hours shall upon release be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into his/her regularly scheduled workday, he /she shall lose no time thereby. If, during the eight-hour rest period defined herein, an employee is recalled to work, the employee shall not be paid less than two (2) times his/her basic rate of pay for all hours worked until he/she is released from duty. The 16 or more continuous hours defined in this section shall include the regularly scheduled day, and shall be considered continuous unless interrupted by a continuous four (4) hour period. Under no circumstances will an employee be paid more than two (2) times his/her basic rate of pay.

Section 11.13 – Employee Benefits

The Company will maintain in force during the term of this contract all employee benefit plans that were currently in existence prior to the execution of this Agreement, unless otherwise modified, amended, or eliminated through negotiations between the Company and the Union.

A. Medical Insurance

- a. The Company agrees that a Group Major Medical Plan, which was in place prior to the execution of this Agreement, with such changes as were discussed during the October 14th and 28th, 2019 bargaining sessions, shall be continued, for the life of this Agreement, with the following stipulations:
 - i. For calendar year 2020, there will be no premiums charged to the employees.
 - ii. For calendar year 2021, any increased costs of the insurance plan greater than six percent (6.00%) of the 2020 costs will be split between the Company and the employees with the employees' share of the increase to be capped as follows:
 1. 2021:
 - a. Employee Only Coverage ~ \$25.00 / month
 - b. Any type of Dependent Coverage ~ \$50.00 / month
 - iii. For calendar year 2022, any increased costs of the insurance plan greater than twelve percent (12.00%) of the 2020 costs will be split between the Company and the employees with the employees' share of the increase to be capped as follows:
 1. 2022:
 - a. Employee Only Coverage ~ \$50.00 / month
 - b. Any type of Dependent Coverage ~ \$100.00 / month

- iv. The Parties agree to meet annually to discuss the medical insurance benefits. Such meetings shall take place during the last quarter of the calendar year and shall be held for the purposes of evaluating relevant issues. The Company agrees to seek and furnish to the Union a quarterly experience statement showing medical and prescription claims, as well as any other associated plan costs.
- b. The Utility will offer fully paid health insurance benefits (employee and spouse) for those employees who are at least 60 years of age and who choose to retire. These benefits will be paid until the employee is eligible for Medicare. Unless extenuating circumstances exist (i.e., health problems), the employee must give the Utility a sixty-day notice before retiring to be eligible for these benefits. The employee must have at least ten (10) years of service before becoming eligible for this benefit. If additional premiums are incurred as a result of a retiree moving out of network, the retiree shall pay the additional amount.
- c. All retirees that retire after April 1, 2006, will receive the same benefits as the active employees on health insurance benefits. If the active employees have to participate in the cost of health insurance premiums, all retirees who retire after April 1, 2006 will have to participate in cost equivalent to the active employee's contributions.

B. Pension Plan

The Company agrees to continue participating in the Missouri Local Government Employee Retirement System (LAGERS) at the L-6 level with all contributions being made by the employer.

C. Life Insurance Plan

- a. The Company will provide a \$10,000 term life insurance policy for all active employees covered by this Agreement for the life of the contract, but such shall terminate upon retirement or separation (voluntary or otherwise).
- b. The Company will provide a second life insurance plan whose benefit is one year's base salary of the employee, based on a January 1st effective wage rate. Through this plan, the employee(s) shall have the ability to purchase additional and/or supplemental coverage for dependents through the plan.

Section 11.14 - Credit Union

The company agrees to payroll deductions of Credit Union contributions if authorized by the employee.

Section 11.15 - Company Uniforms

The Company will determine those employees who are required to wear a uniform. Such uniforms will be provided at no expense to the employee. Any employee provided a uniform at the expense of the Company, shall be required to wear such uniforms.

Those employees who desire to wear uniforms, but are not required by the Company to do so, shall provide them at their own expense. The Company will allow the employees to pay for such uniforms through payroll deductions.

The Company and the Union agree to establish a committee to review the need for additional protective clothing, footwear, or other equipment for certain working conditions.

ARTICLE XII
EMPLOYMENT REGULATIONS

Section 12.01 – HIRING, RESIGNATION AND TERMINATION OF EMPLOYEES

- (a) Any person desiring employment in the organization must fill out the standard application form.
- (b) New employees may be required to take a physical and drug screening test. The employee may make the choice of doctors from an approved list provided by the Company. The Company shall pay for the physical examination and the results shall be entered in the personnel files.
- (c) All new employees are hired with the understanding that they:
 - 1) Are on a probationary period for the first six (6) months of their employment.
 - 2) May resign or be terminated on three (3) days notice any time during the probationary period of the first six (6) months of employment.

After six (6) months of service, employees desiring to resign shall give two (2) weeks' notice to their immediate supervisor. Employees who have more than six (6) months service may be terminated by the General Manager, or Plant Manager for Sikeston Power Station employees, on two (2) weeks' notice.
- (d) Seniority accumulated through past service with the Company will be terminated at departure of employee (except where individual enters military service) and will not be available to said individual at any subsequent date.
- (e) If said individual eventually seeks and secures re-employment with the Company the accumulation of seniority will begin at the date of re-employment in the same manner as a new employee.
- (f) The Company agrees to notify the Union, either through written letter or email to the Business Representative, of all new employees hired in the classifications covered by this Agreement within ten (10) days of the date of hire.

ARTICLE XIII
FINANCIAL RESPONSIBILITY OF EMPLOYEES

Section 13.01 – Maintain a Good Credit Rating

Employees of the Company are expected to maintain a good credit rating. When an employee habitually fails to make satisfactory arrangements with his/her creditors, he/she shall be given a verbal warning by his/her supervisor confirmed at the time with a formal written notice to the effect that continued failure to meet financial obligations shall result in dismissal. If proper arrangements are not made within a reasonable period, the employee shall be dismissed.

Section 13.02 – Extenuating Circumstances

The foregoing is not intended to penalize honest employees who, from causes beyond their control, may have accumulated unpaid bills due to sickness, death, or other legitimate emergencies.

ARTICLE XIV
DISCIPLINE

Section 14.01 – Standard of Conduct

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency and economy in their work for the Company. Department heads and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives.

Section 14.02 – Corrective Measures

Whenever work habits, attitude, production, or personal conduct of an employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be made in a constructive and helpful manner in an effort to solicit the cooperation and good will of the employee.

Section 14.03 – Written Warnings

Written warning with sufficient time for improvement shall precede formal discipline whenever possible.

Section 14.04 – Suspensions

A supervisor may suspend an employee who is under his/her direction for misconduct, insubordination, or for violations set forth herein.

Section 14.05 – Discharges

Discharge shall be resorted to only as a means of last resort and when such action becomes necessary for the good of the Company.

Section 14.06 – Violations

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives, which prompted it. All factors should be considered when determining the appropriate action to take in a particular situation. The violations set forth in this rule may be considered as just cause for suspension or discharge. The list of offenses presented here does not purport to be all-inclusive: neither is it intended that they should be rigidly followed.

The Violations:

- (a) Obtaining materials on fraudulent order, dishonesty, stealing and other criminal acts.
- (b) Malicious destruction of property, including deliberate abuse of tools and equipment.
- (c) Fighting, agitating and stirring up trouble.
- (d) Deliberate and malicious insubordination, including refusal to comply with rules or to perform work assigned.
- (e) Falsifying records, including personnel records.
- (f) Drunkenness or use of intoxicating liquor while on the job.
- (g) Habitual and willful failure to meet financial obligations.
- (h) Inattention to duties, including deliberate loafing and wasting of time.
- (i) Absence from duty without permission, proper notice or other satisfactory reason.

RETAIL OPERATIONS and MAINTENANCE DEPARTMENT

ARTICLE XV

Lines of Progression

Section 15.01 – Department Advancement

A line of progression is a sequence of related job classification within the Retail Operations and Maintenance Department providing advancement for qualified employees therein. Appendix B outlines the application of this Article.

Section 15.02 – Qualifications

Qualifications for higher job classification will be determined by classification / job seniority, as well as the successful passing of a written and oral examination and present satisfactory job performance as determined by supervisors' evaluations. The completion of required training from the classification from which bids are received shall not be mandatory for higher classification promotions.

Section 15.03 – Job Seniority

In the event an employee who bids on the higher job classification with job seniority in the classification from which bids are received fails to qualify for the job, the next senior employee who bids for and qualifies for the job will be advanced to that higher job classification.

Section 15.04 – Subsequent Bidding Wait

Any employee who bids on and is selected for a bid job must wait six (6) months from the date of his/her assignment to the new job before bidding on another bid job.

Section 15.05 – Step Up-Grade

Step upgrading within a classification shall be after the employee has completed the required months in that step, satisfactorily passed and completed his/her required training, and present job performance is satisfactory by supervisor evaluations.

ARTICLE XVI

Hours of Work and Overtime

Section 16.01 – Regular Hours

(a) Unless otherwise scheduled, the regular working hours for all employees will be from 8:00 a.m. to 5:00 p.m., Monday through Friday. The daily schedule shall be as follows:

8:00 a.m. to 12:00 noon - 4 hours
12:00 noon to 1:00 p.m. - lunch period
1:00 p.m. to 5:00 p.m. - 4 hours
Total working time per day - 8 hours

(b) For all regular employees engaged in the Plant Departments, there will be established a regular work schedule setting forth normally off days for each employee. Insofar as possible, the off days will be consecutive days. However, it is recognized that this may be impractical in some cases, such as that of the relief man. Eight (8) hours shall constitute a normal workday and seven (7) days shall constitute a normal workweek. The normal workweek shall start at 12:01 a.m. Sunday and terminate at 12:00 midnight the following Saturday.

(c) WATER PLANT OPERATORS-

Rotating shift on a regular schedule basis:

Sunday through Saturday
8:00 a.m. to 4:00 p.m.
4:00 p.m. to 12:00 Midnight

MAINTENANCE - Non rotating shift

Monday through Friday
8:00 a.m. to 5:00 p.m.

RELIEF OPERATOR/MAINTENANCE - Normal Work Schedule

Sunday through Saturday
8:00 a.m. to 4:00 p.m.
4:00 p.m. to 12:00 Midnight

MAINTENANCE SCHEDULE

8:00 a.m. to 5:00 p.m.

WASTEWATER PLANT FOREMAN AND OPERATORS-rotating shift on a regular schedule basis:

Saturday and Sunday

8:00 a.m. to 4:00 p.m.

Monday through Friday

8:00 a.m. to 5:00 p.m.

7:00 a.m. to 3:00 p.m.

11:00 a.m. to 7:00 p.m.

MAINTENANCE/RELIEF OPERATOR

Normal work schedule

Monday through Friday

8:00 a.m. to 5:00 p.m., unless operating in relief

Relief Operating Schedule

Saturday or Sunday

8:00 a.m. to 4:00 p.m.

Monday through Friday

7:00 a.m. to 3:00 p.m.

11:00 a.m. to 7:00 p.m.

Beginning in calendar year 2020, the Parties have agreed to amended working hours for an approximate six (6) month duration, that shall generally begin on or around May 1st of each year, and end on or around October 31st of each year, but such beginning and ending dates may be adjusted to coincide with payroll periods, and shall follow the below schedules:

- Water & Sewer Distribution, Stores, Electrical Distribution, Substation, and Meter Shops: Monday through Friday from 7:00 a.m. – 3:30 p.m. with a thirty (30) minute lunch period
- Meter Readers: Monday through Friday from 7:00 a.m. – 4:00 p.m. with a one (1) hour lunch period
- Garage: Tuesday through Saturday from 7:00 a.m. – 4:00 p.m. with a one (1) hour lunch period
- Water / Sewer Production Maintenance: Monday through Thursday from 6:30 a.m. – 5:00 p.m. with a thirty (30) minute lunch period

Section 16.02 – Overtime

- (a) It is the policy of the Board for each employee to be assigned regular work duties and responsibilities, which can normally be accomplished within the established workday and workweek.
- (b) For employees on the regular daily schedule who are paid on an hourly basis, some overtime may be found to be necessary and in this case such overtime will be paid for as follows:

TIME AND ONE-HALF:

For all other time worked outside of regular daily schedule except as noted under Double Time.

For shift employees who work their first regular scheduled day off.

For shift employees who work their third regular scheduled day off.

DOUBLE TIME:

For any time worked during Sunday from 12:01 a.m. until 12:00 midnight, except plant employees, whose work schedule includes a Sunday, said respective employees shall be paid their regular hourly wage.

For shift employees who work their second regularly scheduled day off, this would be treated as if it were a Sunday.

For any time worked during regular daily schedule on holidays.

(c) Anytime an employee is held over for overtime work, he/she shall be paid to the next half-hour.

Example: Held until 5:05 p.m. - paid until 5:30 p.m.

Held until 5:35 p.m. - Paid until 6:00 p.m.

Section 16.03 – Shift Differential

Water and Sewer plant shift workers who work the evening shift between the hours of 3:00 p.m. to 7:00 p.m. or 4:00 p.m. to 12:00 midnight shall be paid seventy-five cents (75¢) per hour shift differential. Shift differential applies to straight time hours. Shift differential also applies to overtime hours at premium pay.

Section 16.04 – Distribution of Overtime

The overtime of all employees shall be distributed as equally as practical among the employees in the job classification in which the overtime work is performed. The total amount of overtime worked by each employee shall be posted on department bulletin boards.

Shift operators will be called out for operations and monitoring and maintenance employees will be called out for maintenance problems.

Section 16.05 – Trading of Shifts

Shift personnel may occasionally trade shifts by requesting the trade through his/her immediate supervisor, providing the trading of the shift does not create overtime or cause a double over on shift. Also, the employee who is requesting the trade is responsible for making sure that his/her shift is covered. Only employees in the same classification may trade shifts.

Section 16.06 – Shift Relief

All rotating shift employees are required to remain on duty until properly relieved.

Section 16.07 – Filling Operating Shift Vacancies

If called in on day or days off or holiday for maintenance, meals and overtime will be paid per the contract.

ARTICLE XVII

APPRENTICE SYSTEM FOR LINE DEPARTMENT

Section 17.01 – Ratio of Journeyman to Apprentice

The Company may employ not more than one (1) Apprentice Lineman for each Journeyman Lineman.

Section 17.02 – Apprentice Work Rules

1. **FIRST SIX MONTHS** – Apprentices with no previous experience shall perform Groundman's work and may use tools on the ground under the supervision of Journeyman and/or Foreman.
2. **SIX MONTHS** – Apprentices may perform work on lines that are not energized.
3. **NEXT TWELVE MONTHS** – Apprentices may perform work in company with a Journeyman on energized secondary circuits of not more than 440 volts.
4. **NEXT TWENTY-FOUR MONTHS** – Apprentices may perform work assisting a Journeyman on all classes of work. They will not, at any time, work on voltages over 440 volts unless a Journeyman Lineman is on the same pole.

Section 17.03 – Apprentice Attending Certified School

Line Department Apprentice System for Apprentices Attending a Certified School.

1. **FIRST SIX MONTHS** – Apprentices with no previous experience shall perform Groundman's work and may use tools on the ground under supervision of a Journeyman and/or Foreman.
2. **NEXT THREE MONTHS** – Apprentices may perform work on lines that are not energized.
3. **NEXT NINE MONTHS** – Apprentices may perform work in Company with a Journeyman on energized secondary circuits of not more than 440 volts.
4. **NEXT EIGHTEEN MONTHS** – Apprentices may perform work assisting a Journeyman on all classes of work. They will not, at any time, work on voltages over 440 volts unless a Journeyman Lineman is on the same pole.

Apprentice Linemen who are regularly attending a certified Apprentice School, who satisfactorily passes all examinations will be given a reduction of three (3) months in the first three steps of their apprenticeship as outlined in this section on the Agreement.

If the Union should discontinue its present Apprenticeship Classroom Training Program, the duration of each nine (9) month Apprenticeship progression wage rate step for those employees who have not completed said training program shall immediately thereafter be increased to twelve (12) months each.

ARTICLE XVIII

RULES AND WORKING CONDITIONS

Section 18.01 – Line Foreman

Line Foreman shall not be required to climb poles or do other lineman's work except in cases of emergency, as it would interfere with his/her properly looking after his/her work as Foreman and the safety of the employees in his/her charge, except in cases where the crew comprises not more than the Foreman, two Linemen, one Groundman, and a Truck Driver, in which case, in addition to having charge of the crew, he/she shall perform work. When a crew consists of three (3) employees in number, such crew will have a working Foreman in charge. In the event a working Foreman is absent from the job, a Journeyman Lineman shall be designated as a working Foreman and paid as such.

Section 18.02 – Assign Foreman

When a Water and Sewer Department Crew of four (4) or more employees work together four (4) or more hours, one (1) of the crew who is qualified shall be designated as Foreman and shall be compensated at the Foreman's wages during the time so worked.

Section 18.03 – Upgrade to Foreman

In the event a Foreman in the Line Department or Water and Sewer Department is absent for four (4) or more hours, a Journeyman Lineman in the Line Department or a qualified employee in the Water and Sewer Department shall be designated to act as Foreman and shall be paid as such.

Section 18.04 – 2-Man Crew/Line Department

Not less than two (2) employees will be sent out to work on any truck when setting poles, hanging transformers or operating a boom in the vicinity of energized circuits. Upon mutual agreement between the Line Superintendent/Supervisor and the line crew, additional help may be dispatched for safety reasons.

(A) Three-man crew. Not less than three (3) employees will be sent out when setting poles or operating a boom in the vicinity of energized lines.

(B) On a crew of two (2) Linemen, including Truck 16, the Senior Journeyman Lineman at the warehouse shall receive Leadman's rate of pay. Standby positions are exempt from this section.

Should Truck 16 be staffed by a Journeyman Lineman and a Groundman, it shall be exempted from receiving Leadman's rate of pay.

Section 18.05 – Standby

If the Company desires to use any employees on a standby basis it will be distributed as nearly equal as possible among Journeymen of that classification and shall be paid an amount equal to one (1) hour straight time for each night of standby, Monday through Friday, beginning at 5:00 p.m. and ending at 8:00 a.m. Employees who standby between the hours of 5:00 p.m. Friday and 8:00 a.m. Saturday shall receive four (4) hours of standby time, of which one of these hours shall represent compensation for the employee being required to pull standby during the lunch hour, noon to 1:00 p.m. Monday through Friday. Those who stand by between the hours of 8:00 a.m. Saturday to 8:00 a.m. Sunday shall receive four (4) hours standby time. Those who stand by between the hours of 8:00 a.m. Sunday and 8:00 a.m. Monday shall receive four (4) hours standby time. Employees shall receive four (4) hours straight time for a holiday beginning at 8:00 a.m. on the holiday and ending at 8:00 a.m. on the next day.

Employees on standby duty who are called to perform work anytime other than his/her regularly scheduled working hours shall receive not less than two (2) hours at the applicable rate. In the event it is necessary for the employee to continue on the job for more than two (2) hours he/she shall receive the applicable overtime rate for all hours worked. Employees who are not on standby duty who are called to perform work anytime other than their regularly scheduled working hours shall receive not less than two (2) hours at the applicable overtime rate. In the event it is necessary for the employees to continue on the job for more than two (2) hours he/she shall receive the applicable overtime rate for all hours worked.

Employees staffing the standby position, who are called during the lunch period (12:00 noon to 1:00 p.m.) of the normal, scheduled workday, shall receive one (1) hour at the applicable overtime rate of pay.

Section 18.06 – Emergency Call Outs

When there is an emergency call out, the employee on standby duty shall contact the supervisor for additional assistance if, in the opinion of the employee on standby duty, the need is warranted for additional help, either for the performance of the task or for the safety of the employee.

Section 18.07 – Inclement Weather

Employees will not be required to work outdoors during heavy or continuous storms or during severe cold weather unless such work is necessary to protect life and property or to maintain service to the Company's customers. The Company shall be the sole judge when work outside or inside by an employee is necessary.

Section 18.08 – Testing /Water & Wastewater Licenses

The Company agrees to participate in the costs associated with the testing of employees for water or wastewater licenses as follows:

1. The Company will pay the expenses for the first time testing only in each classification to include:
 - Time off from work with pay;
 - Transportation to and from the testing site or reimbursement for mileage, if the employee is required to use his/her own vehicle;
 - And any necessary study manuals and materials.

If an employee fails on three (3) attempts to pass the required certification, he/she will be demoted to a lower classification.

New employees or those who are successful in bidding from one classification to another must become certified within three (3) successive test dates after entering the new classification.

Section 18.09 – Reimbursement for Immunization

The Company agrees to reimburse the Wastewater Treatment Plant employees for the recommended occupational related immunization shots and subsequent boosters.

Section 18.10 – Rubber Gloving

- (a) The employees Third Year and above, will be expected to work on all voltages up to and including 13.8KV energized lines with rubber gloves. Sleeves shall be utilized at the individual crew or employee's discretion.
- (b) While rubber glove work is performed on energized primary lines (7,620 volt to 13,800 volt), the recloser shall be set on non-reclose. The recloser shall have a hold tag placed on the device.
- (c) Rubber glove work on energized primary lines, 7,620 volt to 13,800 volt, will be performed from an insulated bucket with a 50KV bucket liner. Trucks will be tested every 12 months, unless the physical condition of the trucks indicates the need for earlier testing.
- (d) Training through the IBEW's National Industry Utility Training Fund (NIUTF), or an equivalent that is acceptable to the Company, will be provided and must be completed before employees are qualified to perform rubber glove work on energized lines.
- (e) All rubber glove work on energized lines will require a three-person crew, one of which can be a Third Year Apprentice, except only a two-person crew, consisting of at least two employees of Journeyman Lineman status, is minimally required for changing insulators and pins on single phase lines as well as for the road and field phase on three phase lines.
- (f) If in the judgment of the crew foreman, additional help is needed for safety results, the Company shall provide such help.

ELECTRIC PRODUCTION DEPARTMENT

ARTICLE XIX

LINES OF PROGRESSION

Section 19.01 – Department Advancement

A line of progression is a sequence of related job classifications within a department providing advancement for qualified employees therein.

All lines of progression are specifically set forth in Appendix (A).

(a) When vacancies occur in the Plant Operator classification at Sikeston Power Station, bids will be posted on Company bulletin boards in accordance with Section 3.06. If an employee bids on one of the above-mentioned vacancies and meets the qualifications he/she will be put in that position before hiring from the outside. The entry-level qualifications for the Plant Operator, 1st 6 months, are:

1. High School graduate or equivalent, or equivalent experience.
2. General intelligence.
3. Able to receive and carry out instructions.
4. Not afraid of heights.
5. Able to work alone or with others.
6. Wants to learn and advance.
7. Willing to work rotating shifts.

Section 19.02 – Qualifications

Qualifications for higher job classification will be determined by classification/job seniority, as well as the successful passing of a written and oral examination and present satisfactory job performance as determined by supervisors' evaluations. The completion of required training from the classification from which bids are received shall not be mandatory for higher classification promotions. However, the Company's department training programs, as outlined in the Appendix, shall not be abridged so as to reduce the total subject classification training of its employees.

Section 19.03 – Job Seniority

In the event an employee who bids on the higher job classification with job seniority in the classification from which bids are received fails to qualify for the job, the next senior employee who bids for and qualifies for the job will be advanced to that higher job classification.

(a) Job advancement qualification written examinations will be conducted by:

1. The Training Supervisor or a designate.
2. One (1) employee.

(b) Job advancement qualification oral examinations will be conducted by an examining committee consisting of:

1. The Training Supervisor or a designate.
2. One (1) first-line supervisor.
3. Two (2) employees.

Section 19.04 – Subsequent Bidding Wait

Any employee who bids on and is selected for a bid job must wait six (6) months from the date of his/her assignment to the new job before bidding on another bid job.

Section 19.05 – Step Up-Grade

Step upgrading within a classification shall be after the employee has completed the required months in that step, satisfactorily passed and completed his/her required training and present job performance is satisfactory by supervisor evaluations.

Section 19.06 – Rest Clause

Employees who are called in and work more than 3 hours in the 8 hour period preceding their regular shift shall be given a mandatory rest period as follows:

1. Time off during the regular shift shall be equal to time worked in the preceding 8 hour period. Time off shall be the option of beginning or end of the regular shift.
2. Time off will be at full pay.
3. If an employee is not provided a rest period, the employee will be compensated at half pay equal to the hours that he or she would have received if they had been off.
4. This Section 19.06 shall apply to the following departments:
 - Mechanical Maintenance
 - Electrical
 - Instrumentation
 - Storekeeper
 - Lab
 - Plant Grounds Maintenance

ARTICLE XX
HOURS OF WORK AND OVERTIME

Section 20.01 – Operations/12 Hour Shift

This section applies to Plant Operator, Assistant Control Room Operator and Control Room Operator positions.

The Plant Operator classifications will automatically progress from one step to the next with the completion of required training, time in classification, and supervisors' evaluations.

The completion of required training from the classification from which bids are received shall not be mandatory for higher classification promotions. However, the Company training programs, as outlined in the appendix, shall not be abridged so as to reduce the total subject classification training of its employees.

- (a) For the purpose of computing sick leave, vacations, and holidays in this Article, a day shall be defined as eight (8) hours. Twelve (12) hours shall constitute a day for death leave as outlined in Section 9.02.
- (b) In the event of illness, the employee will receive pay for the actual regular scheduled hours taken until the accumulated total sick leave has been used. Sick leave privileges accumulated during sick leave absence will be credited to the employee for that absence if the employee had available sick leave privileges at the beginning of that absence.

The 26-week continuous service as outlined in this section shall be deemed broken when an employee requests a leave of absence except when dock time is used to complete a full 12-hour day off when the employee has at least 8-hours but less than 12-hours of vacation leave or compensatory leave available. Active service will not be broken when an employee utilizes allowances in accordance with Article VI, Section 6.05 of this Agreement.

(c) Hours of Work

Operators - Rotating Shift on a regular scheduled basis.

Sunday through Saturday

6:00 p.m. to 6:00 a.m.

6:00 a.m. to 6:00 p.m.

The workweek will begin with the indicated Sunday starting at 6:00 p.m. Saturday and terminates at 6:00 p.m. the following Saturday.

Operators shall work twelve (12) consecutive hours with no scheduled intermission for lunch.

Twelve (12) hour shift schedule, twenty-eight (28) Day rotation.

On 12-hour shift schedule an employee will work seven 12-hour shifts for a total of 84 hours during a 2 week period. The employee will work 36 hours in one week and 48 hours the next week. The last eight-hours worked in the four (4) day work week that is in excess of forty (40) hours in a work week, will be paid at time and one-half. Consequently, a normal biweekly pay period worked reflects seventy-six (76) straight time hours and eight (8) time and one-half hours.

All non-worked hours including vacation, sick leave, holiday and death leave during the regular daily schedule and all hours inside the forty (40) hours will be paid at the base rate of pay.

| | | | | | | | | WEEK #1 | | | | | | | WEEK #2 | | | | | | | | | | |
|----------------------|---|---|---|---|---|---|---|---------|---|---|---|-----|-----|-----|---------|---|---|---|---|-----|-----|-----|---|--|---|
| S | M | T | W | T | F | S | | S | M | T | W | T | F | S | | S | M | T | W | T | F | S | | | |
| S H I F T S | | | | | | | A | D | D | | | N | N | | | D | | D | D | | | N | N | | |
| | | | | | | | B | | | N | N | | | | | D | | | | N | N | | | | |
| | | | | | | | C | N | N | | | D | D | | | | | | | | | | | | D |
| | | | | | | | D | | | D | D | | | | | N | | N | N | | | D | D | | |
| D Relief | | | | | | | | D | B | C | A | B/D | B/D | A/C | | C | A | D | B | A/C | A/C | B/D | | | |
| D Sunday | | | | | | | | B | D | A | C | | | | | A | C | B | D | | | | | | |
| D | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | WEEK #3 | | | | | | | WEEK #4 | | | | | | | | |
|----------------------|---|---|---|---|---|---|---|---------|---|---|---|-----|-----|-----|---------|---|---|---|---|-----|-----|-----|---|
| S | M | T | W | T | F | S | | S | M | T | W | T | F | S | | S | M | T | W | T | F | S | |
| S H I F T S | | | | | | | A | N | N | | | D | D | | | N | N | N | N | | | | D |
| | | | | | | | B | | | D | D | | | N | | N | N | | | D | D | | |
| | | | | | | | C | D | D | | | N | N | | | | | D | D | | | | N |
| | | | | | | | D | | | N | N | | | D | | D | D | | | N | N | | |
| D Relief | | | | | | | | D | B | C | A | B/D | B/D | A/C | | C | A | D | B | A/C | A/C | B/D | |
| D Sunday | | | | | | | | D | B | A | C | | | | | A | C | B | D | | | | |
| D | | | | | | | | | | | | | | | | | | | | | | | |

All non-worked hours including vacation, sick leave, and death leave during the regular daily schedule and outside the forty (40) hour workweek will have the following options.

Option 1: Vacation, Sick Leave, and Death Leave
 May receive pay at the base rate for all non-worked hours during the regular daily schedule in excess of forty (40) hours in a workweek. Such time will be charged against the employee's vacation, sick leave, or death leave, whichever is appropriate.

Option 2: Vacation and Sick Leave
 May receive time OFF for hours during the regular daily schedule that are outside the forty (40) hour workweek. Such absence will not be charged against accrued vacation or sick leave.

NOTE: Non-charged vacation time OFF from the daily schedule must be approved in advance.

(d) Overtime

Time and One-Half:

For all other time worked outside of regular daily schedule except as noted under double time.

For all time worked inside the regular daily schedule that exceeds forty (40) hours in a workweek.

For all time worked on scheduled OFF days designated relief.

Double Time:

For all time worked on scheduled OFF days designated Sunday.

NOTE: There will be one OFF day per week designated Sunday. OFF days designated Sunday shall not coincide among shifts that are OFF within any workweek.

For any time worked during regular daily schedule on holidays.

(e) Filling of Short Notice Vacancy - Emergency or short notice sick leave

The short notice filling of vacancies based on company requirements shall consist of the following sequence of options:

1. Upgrading
2. OFF man ON designated relief in classification
3. OFF man ON designated relief out of classification
4. OFF man ON designated Sunday in classification
5. OFF man ON designated Sunday out of classification
6. Hold Over

Option 6 will fill absences of short duration when Option 1 is unavailable. An example of short duration absence would be tardiness due to over sleeping or car trouble.

(f) Shift Differential

Operation employees who work between the hours of 6:00 p.m. and 6:00 a.m. will be paid \$1.00 per hour shift differential. Shift differential applies to straight time hours. Shift differential also applies to overtime hours at premium pay.

(g) Shift Trade

Shift personnel may occasionally trade shifts by requesting the trade through his/her immediate supervisor, providing the trading of the shift does not create overtime or cause a double over on a shift. Also, the employee who is requesting the trade is responsible for making sure that his/her shift is covered. Only employees in the same classification may trade shifts. All shift trades must be made within the same workweek.

(h) Operations-Minimum Staffing

Should it be necessary for employees in the operation department to work with the maintenance department the following will be used:

1. One (1) Shift Supervisor, one (1) Control Room Operator, (1) Assistant Control Room Operator and one (1) Fuel/Lime Operator will be left on shift.
2. All other operations department personnel may be used in the maintenance department.

Section 20.02 – Operations/Eight Hour Shift (Plant Operator)

(a) Plant Operation may require one or more Plant Operators to be assigned to a day shift. The eight (8) hour shift Plant Operator positions will be filled based on plant requirements.

(b) Hours of Work – Operators, Non-Rotating

Sunday through Saturday
12:01 a.m. to 12:00 midnight

Operators will work eight (8) consecutive hours except ½ hour intermission for lunch. The workweek will consist of Monday through Friday 7:30 a.m. to 4:00 p.m. unless otherwise scheduled. Non-rotating shift Plant Operators will be treated as non-shift personnel unless otherwise indicated.

(c) Overtime

Will follow provisions set forth in 20.08

(d) Filling of Short Notice Vacancy

Will follow provisions set forth in 20.01 (e)

(e) Sixth Plant Operator (Non-Rotating)

Will follow provisions set forth in 20.01 (e) (2)

(f) Operations Department Entry Level Position Filling

All entry-level positions in Operations Department will be filled through the Plant Operator 1st 6 months classification.

Section 20.03 – MAINTENANCE Non-Rotating Shift.

Monday through Friday
7:30 a.m. to 4:00 p.m.
3:30 p.m. to 12:00 p.m.

Maintenance personnel working the 7:30 a.m. to 4:00 p.m. shift shall work eight (8) consecutive hours except for one-half (½) hour intermission for lunch. The lunch period shall normally be from 12:00 noon to 12:30 p.m. Those maintenance personnel working the 3:30 p.m. to 12:00 p.m. shift shall work eight (8) consecutive hours except for one-half (½) hour intermission for lunch.

If the Company desires to use any employees on a standby basis it will be distributed as nearly equal as possible among Journeymen of that classification and shall be paid an amount equal to one (1) hour straight time for each night of standby, Monday through Friday, beginning at 4:00 p.m. and ending at 7:30 a.m. Employees who standby between the hours of 4:00 p.m. Friday and 7:30 a.m. Saturday shall receive four (4) hours of standby time. Those who standby between the hours of 7:30 a.m. Saturday to 7:30 a.m. Sunday shall receive four (4) hours standby time. Those who standby between the hours of 7:30 a.m. Sunday and 7:30 a.m. Monday shall receive four (4) hours standby time. Employees shall receive four (4) hours straight time for a holiday beginning at 7:30 a.m. on the holiday and ending at 7:30 a.m. on the next day.

Employees on standby duty who are called to perform work anytime other than his/her regularly scheduled working hours shall receive not less than two (2) hours at the applicable rate. In the event it is necessary for the employee to continue on the job for more than two (2) hours he/she shall receive the applicable overtime rate for all hours worked. Employees who are not on standby duty who are called to perform work anytime other than their regularly scheduled working hours shall receive not less than two (2) hours at the applicable overtime rate. In the event it is necessary for the employees to continue on the job for more than two (2) hours he/she shall receive the applicable overtime rate for all hours worked.

Beginning in calendar year 2020, the Parties have agreed to amended working hours for an approximate six (6) month duration, that shall generally begin on or around May 1st of each year, and end on or around October 31st of each year, but such beginning and ending dates may be adjusted to coincide with payroll periods, and shall follow the below schedules for the identified classifications / groups:

- Electrical, Instrument and Mechanical Maintenance Shops, and Lab: Monday through Friday from 6:00 a.m. – 2:30 p.m. with a thirty (30) minute lunch period
- Storeroom: Monday through Friday from 6:00 a.m. – 2:30 p.m. / 7:30 a.m. – 4:00 p.m., with a thirty (30) minute lunch period, divided between the two (2) Storekeepers
- Plant Grounds Maintenance: Monday through Friday from 6:00 a.m. – 2:30 p.m. with a thirty (30) minute lunch period

Section 20.04 – FUEL/LIME DEPARTMENT

Fuel/Lime Operator/12 Hour Shift

Fuel/Lime Relief Operator

Train Unloading

Section 20.04 (a) ~ Fuel / Lime Operators/12 Hour Shift

1. For the purpose of computing sick leave, vacations, and holidays in this Article, a day shall be defined as eight (8) hours. Twelve (12) hours shall constitute a day for death leave as outlined in Section 9.02.
2. In the event of illness, the employee will receive pay for the actual regular scheduled hours taken until the accumulated total sick leave has been used. Sick leave privileges accumulated during sick leave absence will be credited to the employee for that absence if the employee had available sick leave privileges at the beginning of that absence.

The 26-week continuous service as outlined in this section shall be deemed broken when an employee requests a leave of absence except when dock time is used to complete a full 12-hour day off when the employee has at least 8-hours but less than 12-hours of vacation leave or compensatory leave available. Active service will not be broken when an employee is subpoenaed as a witness.

3. Hours of Work

Fuel/Lime Operators- Rotating Shift on a regular basis.

Sunday through Saturday

6:00 p.m. to 6:00 a.m.

6:00 a.m. to 6:00 p.m.

The workweek will begin with the indicated Sunday starting at 6:00 p.m. Saturday and terminates at 6:00 p.m. the following Saturday.

Operators shall work twelve (12) consecutive hours with no scheduled intermission for lunch.

Twelve (12) hour shift schedule, twenty-eight (28) day rotation.

On 12-hour shift schedule an employee will work seven 12-hour shifts for a total of 84 hours during a 2 week period. The employee will work 36 hours in one week and 48 hours the next week. The last eight-hours worked in the four (4) day work week that is in excess of forty (40) hours in a work week, will be paid at time and one-half. Consequently, a normal biweekly pay period worked reflects seventy-six (76) straight time hours and eight (8) time and one-half hours.

All non-worked hours including vacation, sick leave, holiday and death leave during the regular daily schedule and all hours inside the forty (40) hours will be paid at the base rate of pay.

All non-worked hours including vacation, sick leave, and death leave during the regular daily schedule and outside the forty (40) hour workweek will have the following options:

Option 1: Vacation, Sick Leave, and Death Leave

May receive pay at the base rate for all non-worked hours during the regular daily schedule in excess of forty (40) hours in a workweek. Such time will be charged against the employee's vacation, sick leave, or death leave, whichever is appropriate.

Option 2: Vacation and Sick Leave

May receive time OFF for hours during the regular daily schedule that are outside the forty (40) hour workweek. Such absence will not be charged against accrued vacation or sick leave.

NOTE: Non-charged vacation time OFF from the daily schedule must be approved in advance.

4. Overtime

Time and One-Half

For all other time worked outside of regular daily schedule except as noted under double time.

For all time worked inside the regular daily schedule that exceeds forty (40) hours in a workweek.

For all time worked on scheduled OFF days designated relief.

Double Time

For all time worked on scheduled OFF days designated Sunday.

NOTE: There will be one OFF day per week designated Sunday. OFF days designated Sunday shall not coincide among shifts that are OFF within any work week.

For any time worked during regular daily schedule on holidays.

5. Filling of Short Notice Vacancy - Emergency or short notice sick leave.

The short notice filling of vacancies based on company requirements shall consist of the following sequence of options:

1. Relief Operator at straight time pay
2. Canvassing through the overtime list of the low overtime Fuel Lime Operator(s) AND Relief Operator, at time and half rate of pay (does not include Fuel Lime Foreman)
3. Canvassing through the low overtime list Fuel Lime Operator(s) AND Relief Operator, at double time rate of pay (does not include Fuel Lime Foreman)
4. Fuel / Lime Foreman
5. Hold Over

Option 5 will fill absences of short duration when Option 1 is unavailable. An example of short duration absence would be tardiness due to over sleeping or car trouble.

For coverage needs during periods of citizenship leave, for the purpose of allowing an on-duty employee the privilege of voting in any applicable Federal, State, or Municipal election, including school district races, allowances shall be made for up to three (3) hours of absence for any affected individual whose shift does not afford the required three (3) hour ability to participate. During such three (3) hour period, the Company shall have the right to fill the vacancy with (first preference) the Relief Operator on straight time hours, then the Fuel Lime Foreman on straight time hours, prior to utilizing the overtime list as described above in this procedure with steps two (2) and three (3).

6. Shift Differential

Fuel/Lime employees who work between the hours of 6:00 p.m. and 6:00 a.m. will be paid \$1.00 per hour shift differential. Shift differential applies to straight time hours. Shift differential also applies to overtime hours at premium pay.

7. Shift Trade

Shift personnel may occasionally trade shifts by requesting the trade through his/her immediate supervisor, providing the trading of the shift does not create overtime or cause a double over on a shift. Also, the employee who is requesting the trade is responsible for making sure that his/her shift is covered. Only employees in the same classification may trade shifts. All shift trades must be made within the same workweek.

Section 20.04 (b) ~ Fuel/Lime Relief Operator

1. Fuel/Lime Relief Operator (non-shift) will work Monday through Friday 7:30 a.m. to 4:00 p.m. with ½ hour off for lunch. All work performed on Saturday will be paid at time and one half. All work performed on Sunday will be paid at double time. Relief operators may be rescheduled with a two-hour notice.
2. Relief Operators (Shift work with no vacancy) working a shift with no vacancy will work all hours as assigned with ½ hour off for lunch. All hours worked in excess of eight (8) hours in any day Monday through Friday shall be paid at time and on half. All work performed on Saturday will be paid at time and one half. All work performed on Sunday will be paid at double time. Relief Operators may be rescheduled with a two-hour notice.

3. Relief Operators assigned to fill shift vacancies will assume the operating shifts working hours to fill shift vacancies with 2 hours or less notice. More notice will be provided to the relief employee when such notice is provided the Company. Days off can be any day or days during the week and may not be consecutive when working relief in Fuel/Lime Department.
4. Relief Operators scheduled to fill vacancies on Sunday in the Fuel/Lime Department shall use the following in determining their designated Sunday for that workweek.

All work performed on Saturday in excess of forty (40) hours worked in that workweek will be paid at double time compensation.

In no case will a Relief Operator have two double time Sundays in one workweek.

Hours worked on Saturday resulting in forty (40) hours or less in that workweek will be compensated at the base rate of pay.

Section 20.04 (c) ~ Train Unloading

Train unloading will be performed under the direction of the Shift Fuel/Lime Operator. He/she will receive train pay in the amount of \$1.50 per hour for overseeing this operation.

Train unloading supplemental labor shall be determined by the following sequence of options:

1. Plant Grounds Maintenance call in
2. Fuel/Lime Off man on designated relief
3. Fuel/Lime Off man on designated Sunday

A minimum of 3 people will be used to unload a train. Low overtime shall be used for PGM call out. Train unloading duties performed by PGM personnel shall be paid at the Fuel/Lime Operator, 2nd 9 months rate.

Section 20.05 – LAB TECHNICIANS

Monday through Friday

7:30 a.m. to 4:00 p.m.

Tuesday through Saturday

7:30 a.m. to 4:00 p.m.

Lab Technicians will work either Monday through Friday or Tuesday through Saturday. One or more Lab Technicians may be assigned at the Chemist's discretion to work Tuesday through Saturday, all others will work Monday thru Friday. The employee(s) assigned to work Tuesday through Saturday will work these days until the Chemist deems it necessary to change. Lab Technicians shall work eight (8) consecutive hours except for one-half (½) hour intermission for lunch.

Section 20.06 – Normal Workweek Defined

The normal workweek for all employees, unless otherwise designated, begins at 12:01 a.m. on Sunday and terminates at 12:00 midnight the following Saturday.

Section 20.07 - Overtime

It is the policy of the Board for each employee to be assigned regular work duties and responsibilities, which can normally be accomplished within the established workday and workweek. For employees on the regular daily schedule who are paid on an hourly basis, some overtime may be found to be necessary and in this case such overtime will be paid for as follows:

(a) **Time and One-Half:**

For all other time worked outside of regular daily scheduled except as noted under Double Time.

For shift employees who work their first regular scheduled day off.

(b) **Double Time:**

For any time worked during Sunday from 12:01 a.m. until 12:00 midnight, except plant employees, whose work schedule includes a Sunday, said respective employees shall be paid their regular hourly wage.

For shift employees who work their second regularly scheduled day off, this would be treated as if it were a Sunday.

(c) Anytime an employee is held over for overtime work, he/she shall be paid to the next half-hour.

Example: Held until 5:05 p.m. - paid until 5:30 p.m.

(d) The overtime of all employees shall be distributed as equally as practical among the employees in the job classification in which the overtime work is performed. The total amount of overtime worked by each employee shall be posted on department bulletin boards.

Section 20.08 - Shift Differential

Shift workers who work the evening shift between the hours of 4:00 p.m. to 12:00 midnight shall be paid seventy-five cents (75¢) per hour Shift Differential for those straight time hours worked.

Shift workers who work the night shift between the hours of 12:00 midnight and 7:30 a.m. shall be paid seventy-five cents (75¢) per hour Shift Differential for those straight time hours worked.

Shift Differential applies to straight time hours. Shift differential also applies to overtime hours at premium pay.

Section 20.09 - Trading of Shifts

Shift personnel may occasionally trade shift by requesting the trade through his immediate supervisor, providing the trading of the shift does not create overtime or cause a double over on shift. Also, the employee who is requesting the trade is responsible for making sure that his shift is covered. Only employees in the same classification may trade shifts.

Section 20.10 - Shift Relief

All rotating shift employees are required to remain on duty until properly relieved.

Section 20.11 – Shift Changes

Any schedule changes outside of the normally scheduled workweek will require a minimum written notice of (3) three days prior to starting the shift. Before returning to the normal shift, a twenty-four (24) hour written notice must be posted for all employees. Any notice of less than the above will require overtime pay for those worked.

- (a) EXAMPLE: Employees only given (1) one day notice of schedule change will receive (2) two days at the overtime rate adding up to a total of (3) three days for his / her inconvenience. Employees may be rescheduled to work scheduled outages or unscheduled outages. They too will receive the proper written notices. Any less notices will require overtime pay.

ARTICLE XXI


TERM / DURATION OF AGREEMENT

Section 21.01 – Agreement Dates

This agreement shall take effect after execution by the parties and when approved by the International President of the International Brotherhood of Electrical Workers, and shall remain in full force from January 1st, 2020, through December 31st, 2022 and from year to year thereafter, unless it has been cancelled or amended by giving of sixty (60) days written notice by either party to the other. If amendment is desired, the proposed amendments shall accompany the notice. Changes mutually agreed to may be made at any time.


BOARD OF MUNICIPAL UTILITIES
SIKESTON LIGHT AND WATER

LOCAL UNION 702, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By: 
Chairman of the Board
Brian Menz

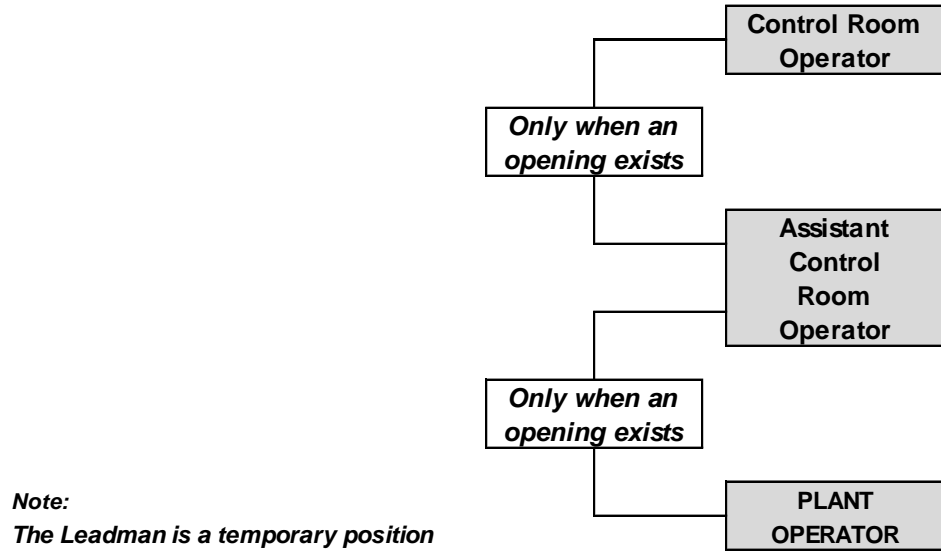
By: 
Business Manager
Steve Hughart

By: 
General Manager
Rick Landers

By: 
Business Representative
Mark Baker



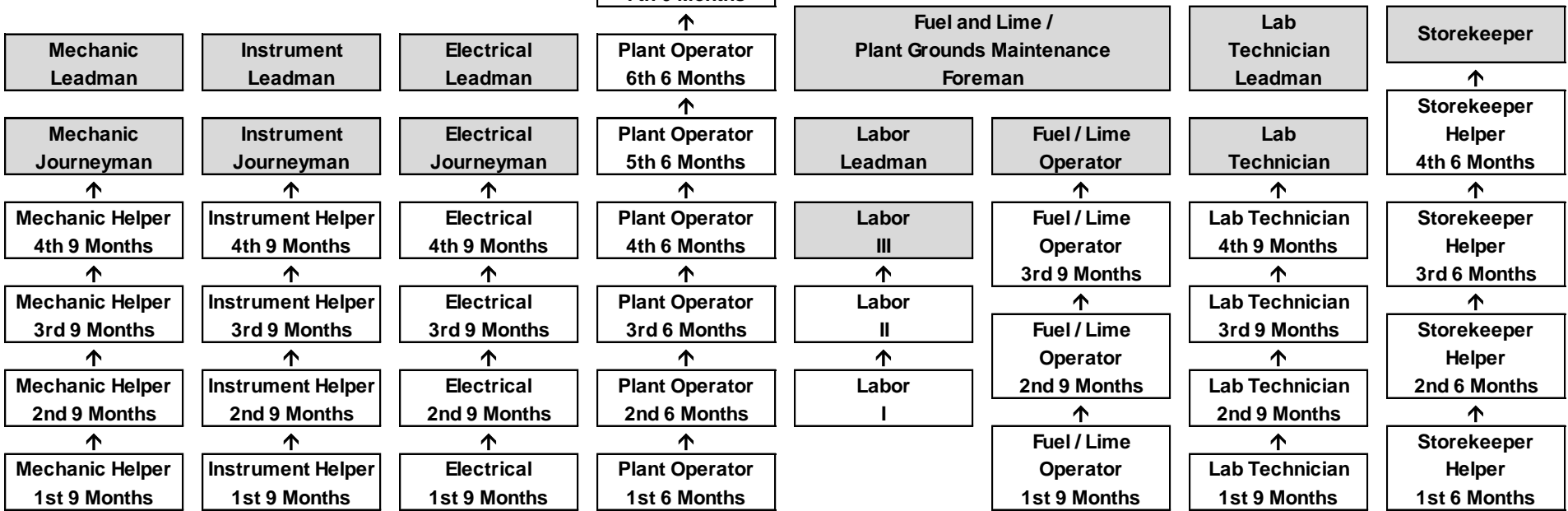
Electrical Production



Note:
The Leadman is a temporary position with selection and duration at the discretion of the supervisor.

Note:

These progression avenues follow a normal promotional advancement program determined by training qualifications of the individual seniority in grade and overall seniority respectively refer to Appendix A.



Miscellaneous Unskilled Help

**APPENDIX A-1
LINES OF PROGRESSION**

A. OPERATING DEPARTMENT

PROMOTES FROM:

Plant Operator

Asst. Control Room Operator

PROMOTES TO:

Asst. Control Room Operator

Control Room Operator

B. MAINTENANCE DEPARTMENT

PROMOTES FROM:

Mechanic - 4th 9 Mos.

Electrical - 4th 9 Mos.

Instrumentation - 4th 9 Months

PROMOTES TO:

Journeyman Mech.

Journeyman Electrical

Journeyman Instrumentation

C. LABORATORY

PROMOTES FROM:

Lab Technician – 4th 9 Mos.

PROMOTES TO:

Lab Technician

D. FUEL/LIME

PROMOTES FROM:

Fuel/Lime Oper.-3rd 9 Mos.

PROMOTES TO:

Fuel/Lime Operator

E. WAREHOUSE

PROMOTES FROM:

Storekeeper Helper - 4th 6 Mos.

PROMOTES TO:

Storekeeper

1. Plant/Grounds Maintenance

Plant/Grounds Maintenance employees will progress to 2nd 6 Months and top Plant/Grounds classification after completion of six (6) months in the next lower step and satisfactory supervisor evaluations.

NOTE: If an employee in any department other than operations fails twice to pass a test required or training, he or she will be given a chance, at the Plant Manager's discretion to go into the Plant/Grounds Maintenance classification if an opening exists. If an opening does not exist in the Plant/Grounds Maintenance classification, the employee's employment will be terminated, as per Article XII, Section 12.01 (c).

2. Plant Operators will be required to complete a minimum of six (6) months in each step and, in addition, must complete the required training established. Plant Operators will automatically progress to the next higher step when they have completed at least six (6) months in the next lower step and have completed the required training. Plant Operators may be upgraded to the Assistant Control Room Operator position for periods of time if qualified for the work being performed. If supervisor evaluations determine that a new employee is a good employee but does not have the capability of advancing to other departments, he/she may be placed in the Plant/Grounds Maintenance classification, 1st 6 months, if an opening exists.

3. Mechanics and Electrical/Instrumentation personnel automatically progress to the next higher step (Second through Fourth) when they have completed at least nine (9) months in the next lower step and have completed the required training. In no event will a Mechanic or Electrical/Instrumentation person progress to the higher step, or be promoted to Journeyman until he/she has completed the required training. Mechanics and Electrical/Instrumentation personnel may, however, be upgraded to the Journeyman position for periods of time when necessary if qualified for the work being performed.

NOTE: At the discretion of the supervisor in charge, employees in the Mechanical Maintenance Department and Journeyman Electrical/Instrumentation Classification can be stepped up to working Lead Person to oversee specific jobs. This is only temporary and the employee will be returned to Journeyman classification at the discretion of the supervisor in charge.

4. Lab Technicians will automatically progress to the next higher step (Second through Fourth) when they have completed at least nine (9) months in the next lower step and have completed the required training. In no event will such person progress to the next step or be promoted to Lab Technician classification until he/she has completed the required training.
5. Fuel/Lime Operators will automatically progress to the next higher step (Second through Third) when they have completed at least nine (9) months in the next lower step and have completed the required training. In no event will such person progress to the next higher step or be promoted to Fuel/Lime Operator classification until he/she has completed the required training.
6. Storekeeper Helpers will automatically progress to the next higher step when they have completed at least six (6) months in the next lower step and have completed the required training. In no event will such person progress to the next step or be promoted to Storekeeper classification until he/she has completed the required training.
7. When an employee has been assigned as a leadman continually for a period of one year, such employee shall during the 12 succeeding - months of employment, receive leadman pay for all "non-worked paid hours," i.e., sick leave, vacation leave, death leave, holiday leave, and citizenship leave. Should an employee be returned to his/her Journeyman Classification, such employee shall continue to receive leadman pay for "non-worked paid hours" if the employee was upgraded to leadman during the regular work hours for the pay period prior to the pay period in which the "non-worked paid hours" occurred.

F. TEST AND/OR EVALUATION

If an employee fails his/her test and/or evaluation for promotion to a Journeyman classification or next lower step, then he/she must wait a minimum of ninety (90) days before being retested and reevaluated for that promotion.

APPENDIX C
ELECTRICAL PRODUCTION DEPARTMENT

| CLASSIFICATION | 3.50% <u>1/1/2020</u> | 3.25% <u>1/1/2021</u> | 3.00% <u>1/1/2022</u> |
|-----------------------------------|---|--|--|
| Control Room Operator | \$38.51 | \$39.76 | \$40.95 |
| Asst. Control Room Operator | \$34.51 | \$35.63 | \$36.70 |
| Plant Operator | \$29.94 | \$30.91 | \$31.84 |
| - 7th 6 months | \$27.81 | \$28.71 | \$29.57 |
| - 6th 6 months | \$27.30 | \$28.19 | \$29.04 |
| - 5th 6 months | \$26.80 | \$27.67 | \$28.50 |
| - 4th 6 months | \$22.43 | \$23.16 | \$23.85 |
| - 3rd 6 months | \$21.84 | \$22.55 | \$23.23 |
| - 2nd 6 months | \$21.32 | \$22.01 | \$22.67 |
| - 1st 6 months | \$20.80 | \$21.48 | \$22.12 |
| Maintenance Lead Person | \$36.55 | \$37.74 | \$38.87 |
| Journeyman Maint. Man | \$34.50 | \$35.62 | \$36.69 |
| Maintenance Helper, 4th 9 mo. | \$30.46 | \$31.45 | \$32.39 |
| - 3rd 9 months | \$27.57 | \$28.47 | \$29.32 |
| - 2nd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 1st 9 months | \$23.64 | \$24.41 | \$25.14 |
| Electrical Lead Person | \$36.55 | \$37.74 | \$38.87 |
| Journeyman Electrician | \$34.50 | \$35.62 | \$36.69 |
| Electrical Helper, 4th 9 mo. | \$30.46 | \$31.45 | \$32.39 |
| - 3rd 9 months | \$27.57 | \$28.47 | \$29.32 |
| - 2nd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 1st 9 months | \$23.64 | \$24.41 | \$25.14 |
| Instrumentation Lead Person | \$36.55 | \$37.74 | \$38.87 |
| Journeyman Instrumentation | \$34.50 | \$35.62 | \$36.69 |
| Inst. Helper, 4th 9 mo. | \$30.46 | \$31.45 | \$32.39 |
| - 3rd 9 months | \$27.57 | \$28.47 | \$29.32 |
| - 2nd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 1st 9 months | \$23.64 | \$24.41 | \$25.14 |
| Storekeeper | \$29.50 | \$30.46 | \$31.37 |
| - 4th 6 months | \$25.41 | \$26.24 | \$27.03 |
| - 3rd 6 months | \$21.19 | \$21.88 | \$22.54 |
| - 2nd 6 months | \$18.00 | \$18.59 | \$19.15 |
| - 1st 6 months | \$16.20 | \$16.73 | \$17.23 |
| Fuel/Lime Foreman | \$36.29 | \$37.47 | \$38.59 |
| Fuel/Lime Operator | \$32.65 | \$33.71 | \$34.72 |
| - 3rd 9 months | \$29.34 | \$30.29 | \$31.20 |
| - 2nd 9 months | \$25.64 | \$26.47 | \$27.26 |
| - 1st 9 months | \$21.97 | \$22.68 | \$23.36 |
| Lab Technician Lead Person | \$36.55 | \$37.74 | \$38.87 |
| Lab Technician | \$34.50 | \$35.62 | \$36.69 |
| - 4th 9 months | \$30.46 | \$31.45 | \$32.39 |
| - 3rd 9 months | \$27.57 | \$28.47 | \$29.32 |
| - 2nd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 1st 9 months | \$23.64 | \$24.41 | \$25.14 |
| PGM - Labor Lead Person | \$23.87 | \$24.65 | \$25.39 |
| PGM - Labor III (after 12 months) | \$21.81 | \$22.52 | \$23.20 |
| PGM - Labor II (2nd 6 months) | \$19.63 | \$20.27 | \$20.88 |
| PGM - Labor I (1st 6 months) | \$15.37 | \$15.87 | \$16.35 |
| Miscellaneous Unskilled Help | Maximum \$10.00 / hr. or Minimum Wage in Effect | | |

RETAIL OPERATIONS AND MAINTENANCE DEPARTMENT

| CLASSIFICATION | 1/1/2020 | 1/1/2021 | 1/1/2022 |
|---|---|-----------------|-----------------|
| Working Foreman* | \$38.99 | \$40.52 | \$41.74 |
| Journeyman Lead Person* | \$38.32 | \$39.82 | \$41.01 |
| Journeyman Lineman* | \$37.06 | \$38.52 | \$39.68 |
| Apprentice - 4th year* | \$31.11 | \$32.38 | \$33.35 |
| - 3rd year* | \$29.48 | \$30.70 | \$31.62 |
| - 2nd year | \$27.41 | \$28.30 | \$29.15 |
| - 1st year | \$23.65 | \$24.42 | \$25.15 |
| Substation Journeyman Electrician | \$34.50 | \$35.62 | \$36.69 |
| Sub. Electrician Helper, 4 th 9 Months | \$30.46 | \$31.45 | \$32.39 |
| Sub. Electrician Helper, 3 rd 9 Months | \$27.57 | \$28.47 | \$29.32 |
| Sub. Electrician Helper, 2 nd 9 Months | \$25.57 | \$26.40 | \$27.19 |
| Sub. Electrician Helper, 1 st 9 Months | \$23.64 | \$24.41 | \$25.14 |
| Groundman, Driver, Operator | \$28.96 | \$29.90 | \$30.80 |
| - 2nd 6 months | \$26.15 | \$27.00 | \$27.81 |
| - 1st 6 months | \$20.84 | \$21.52 | \$22.17 |
| Groundman | \$26.15 | \$27.00 | \$27.81 |
| - 2nd 6 months | \$25.07 | \$25.88 | \$26.66 |
| - 1st 6 months | \$19.59 | \$20.23 | \$20.84 |
| Storekeeper | \$29.50 | \$30.46 | \$31.37 |
| Storekeeper Helper - 3rd 6 months | \$25.41 | \$26.24 | \$27.03 |
| - 2nd 6 months | \$21.19 | \$21.88 | \$22.54 |
| - 1st 6 months | \$18.00 | \$18.59 | \$19.15 |
| Meter Maintenance Journeyman | \$35.09 | \$36.23 | \$37.32 |
| Apprentice - 4th year | \$30.59 | \$31.58 | \$32.53 |
| - 3rd year | \$28.96 | \$29.90 | \$30.80 |
| - 2nd year | \$27.41 | \$28.30 | \$29.15 |
| - 1st year | \$23.65 | \$24.42 | \$25.15 |
| Journeyman Garage Mechanic | \$34.20 | \$35.31 | \$36.37 |
| Garage Mech. Helper, 4th 9 mos. | \$30.46 | \$31.45 | \$32.39 |
| - 3rd 9 months | \$27.57 | \$28.47 | \$29.32 |
| - 2nd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 1st 9 months | \$23.64 | \$24.41 | \$25.14 |
| WATER & SEWER DISTRIBUTION | | | |
| Foreman | \$30.46 | \$31.45 | \$32.39 |
| with DS III Certification | \$30.98 | \$31.99 | \$32.95 |
| Serviceman | \$29.46 | \$30.42 | \$31.33 |
| with DS III Certification | \$29.97 | \$30.94 | \$31.87 |
| Meter Maintenance | \$26.09 | \$26.94 | \$27.75 |
| with DS III Certification | \$26.61 | \$27.47 | \$28.29 |
| Lead Utilityman | \$26.09 | \$26.94 | \$27.75 |
| with DS III Certification | \$26.61 | \$27.47 | \$28.29 |
| Utilityman (after 18 months) | \$24.36 | \$25.15 | \$25.90 |
| with DS III Certification | \$24.88 | \$25.69 | \$26.46 |
| Labor III (after 12 months) | \$21.81 | \$22.52 | \$23.20 |
| Labor II (after 6 months) | \$17.58 | \$18.15 | \$18.69 |
| Labor I (beginning) | \$15.37 | \$15.87 | \$16.35 |
| Meter Reader - Collector | \$28.58 | \$29.51 | \$30.40 |
| Meter Reader (After 1 Year) | \$25.62 | \$26.45 | \$27.24 |
| Meter Reader (After 6 Months) | \$21.20 | \$21.89 | \$22.55 |
| Meter Reader (Beginning) | \$16.20 | \$16.73 | \$17.23 |
| Miscellaneous Unskilled Help | Maximum \$10.00 / hr. or Minimum Wage in Effect | | |

WASTEWATER PLANT

| | | | |
|---|---------|---------|---------|
| Operations Foremen (B) | \$30.52 | \$31.51 | \$32.46 |
| - 2nd 6 Months | \$28.96 | \$29.90 | \$30.80 |
| - 1st 6 Months | \$28.00 | \$28.91 | \$29.78 |
| Shift Operator: | | | |
| Operator Class "B" License | \$27.05 | \$27.93 | \$28.77 |
| Operator Class "C" License | \$26.68 | \$27.55 | \$28.38 |
| Operator Class "D" License | \$26.35 | \$27.21 | \$28.03 |
| - 2nd 6 months | \$26.15 | \$27.00 | \$27.81 |
| - 1st 6 Months | \$22.73 | \$23.47 | \$24.17 |
| Maintenance/Relief Operator – D License | \$26.06 | \$26.91 | \$27.72 |
| with DS III Certification | \$26.58 | \$27.44 | \$28.26 |
| - 2nd 6 months | \$24.44 | \$25.23 | \$25.99 |
| - 1st 6 months | \$20.37 | \$21.03 | \$21.66 |
| Maintenance Helper, | | | |
| - 4th 9 months*** | \$25.84 | \$26.68 | \$27.48 |
| - 3rd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 2nd 9 months | \$22.41 | \$23.14 | \$23.83 |
| - 1st 9 months | \$17.55 | \$18.12 | \$18.66 |

*** Must have minimum "D Water/Wastewater" license

WATER PLANT

| | | | |
|--|---|---------|---------|
| Shift Operator (Min. "D" License) | \$27.05 | \$27.93 | \$28.77 |
| - 2nd 6 months | \$25.90 | \$26.74 | \$27.54 |
| - 1st 6 months | \$22.73 | \$23.47 | \$24.17 |
| Relief Oper./Maint. (Min. "D" License) | \$25.63 | \$26.46 | \$27.25 |
| - 2nd 6 months | \$24.44 | \$25.23 | \$25.99 |
| - 1st 6 months | \$20.37 | \$21.03 | \$21.66 |
| Maintenance Foreman - (Min. "D" License) | \$32.29 | \$33.34 | \$34.34 |
| with DS III Certification | \$32.81 | \$33.88 | \$34.90 |
| - 2nd 6 months | \$27.84 | \$28.74 | \$29.60 |
| - 1st 6 months | \$26.15 | \$27.00 | \$27.81 |
| Journeyman Maintenance*** | \$28.64 | \$29.57 | \$30.46 |
| with DS III Certification | \$29.16 | \$30.11 | \$31.01 |
| Maint. Helper, 4th 9 Months*** | \$25.83 | \$26.67 | \$27.47 |
| - 3rd 9 months | \$25.57 | \$26.40 | \$27.19 |
| - 2nd 9 months | \$22.41 | \$23.14 | \$23.83 |
| - 1st 9 months | \$17.55 | \$18.12 | \$18.66 |
| Miscellaneous Unskilled Help | Maximum \$10.00 / hr. or Minimum Wage in Effect | | |

*Classifications identified in the Line Department indicated with an * received a 50¢ per hour increase prior to the general percentage wage increase in 2020 and a 25¢ per hour increase prior to the 2021 general percentage wage increase.

*** Must have Minimum "D" Water / Wastewater License

NOTE: An employee who obtains an "A" license shall receive an hourly increase of fifty cents (50¢) above the rates shown for a "B" license.