

LABOR AGREEMENT

between

WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN GAS, LLC

and

LOCAL UNION NO. 2150, I.B.E.W., A.F.L. C.I.O.

K8040



SEPTEMBER 17, 2004

through

AUGUST 15, 2007

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This Agreement, entered into by and between Wisconsin Electric Power Company and Wisconsin Gas, LLC ("WE" or the "Company") and Local Union No. 2150 of the International Brotherhood of Electrical Workers, affiliated with the A.F.L.-C.I.O. (the "Union") hereby agree as follows:

ARTICLE I - JURISDICTION/RECOGNITION

Section 1.1

1. The Union shall be the sole and exclusive representative for collective bargaining on all matters related to rates of pay, wages, hours of employment, and working conditions for employees of the employer who are employed in occupations listed in Exhibit "A," attached hereto, and who work at (a) locations previously covered by Agreements applicable to (1) Local 998, Amalgamated Transit Union; (2) United Association of Office, Sales, & Technical Employees, Local Division No. 2; (3) Fox Valley Clerical Unit; (4) Iron Range Clerical Unit; (5) Southern Clerical Unit; (6) WN Fox Valley Unit; (7) Northern Manual Unit; (8) Southern Manual Unit; (9) Local 2150 Wisconsin Gas Company Unit; and (b) North Service Center and South Service Center; excluding supervisors, managers, and guards as those terms are defined by the NLRA, and employees represented by other unions. District construction coordinators, district operations specialists, district measurement specialists, support and training specialists, and radio specialists employed by the Company at its Wisconsin Gas district facilities remain excluded from the bargaining unit.
2. The Company agrees that management shall not perform work which is normally performed by bargaining unit employees. The parties recognize that management will occasionally perform work normally performed by bargaining unit employees where an emergency exists and immediate action is required or when instructing employee(s) in the course of their duties with employee(s) present. Management shall not be used to replace or displace bargaining unit employees or reduce the amount of work available to the bargaining unit.

Section 1.2

In the event of a dispute as to the jurisdiction of the Union over any Company occupation (whether or not listed in Exhibit "A" attached), the Union agrees that there shall be no interference with the Company's work as the result of such dispute and that it will promptly petition the National Labor Relations Board to make a determination as to jurisdiction over the occupation in dispute or to arrange for a supervised election for the purpose of arriving at such determination.

ARTICLE II - ALL UNION AGREEMENT

Section 2.1

Employment shall be on the basis of qualifications and in accordance with the Company's selection procedures and standards, but the persons employed, if not members of the Union, shall become members in accordance with Section 2.3 of this Article.

Section 2.2

A new employee is considered on probation during the first one hundred twenty (120) calendar days of employment and during this period, continued employment is at the sole discretion of the Company. The one hundred twenty (120) day probationary period, as it is applied to any individual employee, may be extended at the request of the Company for additional periods of thirty (30) days each by mutual agreement of the Company and the Union. Continued employment of temporary employees is at the sole discretion of the Company.

Section 2.3

Subject to the provisions of Section 2.8 of this Article, all persons hereafter employed by the Company within said unit shall, as a condition of continued employment, apply for a BA (non-beneficial) or AE (beneficial) membership in the Union within thirty-one (31) days after they commence work. The Company agrees to deduct each month from the wages of each Union member who signs a properly executed Check-Off Authorization & Assignment (Exhibit "B"), the monthly equivalent of his/her BA (non-beneficial) or AE (beneficial) Union membership dues as set forth in the Bylaws of the Union and in accordance with the type of membership which has been selected by each member, and, by the last day of each month, remit the total of such deductions to the Financial Secretary of the Union. It is understood that such check-off authorizations are revocable in the manner stipulated therein. A copy of such check-off authorization is attached hereto as Exhibit "B" and is a part of this Agreement. The Union accepts full responsibility for obtaining check-off authorizations from its members and delivering such authorizations to the Company. So that the Union can fulfill this responsibility in a timely manner, the Company shall notify the Union office of all new employees (name, address, phone number, job title, headquarters, starting rate of pay) no later than ten (10) days after their Company starting date. Check-off authorizations must be delivered not later than fifteen (15) days prior to the scheduled payday on which the membership dues are to be deducted. The Company shall make no payroll deduction of any member's Union dues except the current month's deduction; however, upon notification from the Union office, the Company agrees to deduct an additional amount from members which the Union designates, whose dues are in arrears, or whose initiation fees were not collected. These additional deductions shall not exceed the equivalent of one (1) month's dues per month and will continue until the amount designated by the Union is paid in full. The Union accepts full responsibility for the collection of initiation fees, assessments, and any dues amounts which are in arrears. The Union further guarantees the authenticity of the check-off authorizations furnished, and the Company shall not be required to make any investigation with respect to the accuracy thereof, and shall be indemnified and saved harmless by the Union with respect to any action taken by the Company in reliance upon such authorizations.

Section 2.4

The Union agrees that it will accept into membership any employee who may, by operation of this Article, be required to apply for such membership, without discrimination and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union. If any employee's application for membership is rejected by the Union, he/she shall not, because of such rejection, lose rights or status as an employee of the Company. The Union guarantees that its members will cooperate with any such

rejected applicant in all matters affecting the Company's welfare and the employee's duties as such.

Section 2.5

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall, as a condition of continued employment, remain a member of the Union. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members of the Local Union on the thirty-first (31st) calendar day following the beginning of their employment or the effective date of this Agreement, whichever is later.

The Union agrees that it will be diligent in its attempt to solicit membership. An employee who has failed to acquire or maintain membership as provided above shall be laid off or terminated after the Company receives written demand from an officer or business representative of the Union certifying that membership has been and is continuing to be offered to such employee on the same basis as offered to all other members and furthermore that the employee has had notice of and an opportunity to make all dues, initiation, or other required fee payments. The Union shall also notify the Company of the employee's name, the nature and amount of unpaid fees, dues, and/or assessments, and the manner in which the employee can become a member. No action by the Company will be requested by the Union until thirty (30) calendar days after such notice is received by the Company.

For the purpose of this section only, an employee shall not cease to be a member because he/she may fail to pay any unreasonable or discriminatory assessment, fine, or penalty imposed by the Union. The Union agrees that it, and its members, will not discriminate against any employee within said unit and that it will not arbitrarily or capriciously suspend or expel any member from the Union.

Section 2.6

If any provision in this Article is in the future found not to conform to applicable federal law, the Company and the Union will amend the Article to conform to federal law.

Section 2.7

The Union agrees that if layoff or discharge of any employee becomes necessary because of the provisions of this Article, the Company may postpone such action for such time as may be reasonably necessary to train another employee to fill the vacancy which will be thereby created, and the Union guarantees that during such period its members will fully cooperate with both the original employee and the person being trained as a replacement.

Section 2.8

1. Employees of the types described in the groups listed below who are continuously employed for any period of one hundred eighty (180) calendar days or less are to be exempt from the provisions of Sections 2.5 and 2.6 of this Article only as such provisions pertain to the payment of regular initiation fees. Employees in such groups may, however, on or after the thirtieth (30th) day of employment be required by the Union, as a

condition of employment, to pay the Union the equivalent of one month's membership dues as an initiation fee. Should an employee in one of such groups remain in such employment capacity for more than one hundred eighty (180) calendar days, he/she shall then be considered, so far as the application of Sections 2.5 and 2.6 of this Article are concerned, the same as a regular employee and shall pay the balance of the initiation fee applicable to regular employees. Nothing herein contained shall affect the Company's right to designate a person as a temporary employee.

- A. Students employed for their vacation periods.
 - B. Persons employed for ninety calendar (90) days or less to fill vacancies caused by accident, illness, leave-of-absence, or regular employee vacations.
 - C. Seasonal workers whose period of employment is known in advance to be of short duration.
 - D. Employees temporarily transferred to the Union's jurisdiction from other bargaining units of the Company.
 - E. All other temporary employees.
2. Co-operative students and Associate Engineers who are regularly given the opportunity of experience and training in several occupations are to be exempt from the provisions of this Article.

ARTICLE III - STUDY OF PRACTICES

Section 3.1

The duly appointed representatives of the Union and of the Company shall study and investigate practices relating to wages, hours, and working conditions for the object of suggesting improvements which may be agreed upon from time to time without disadvantage to either party.

ARTICLE IV - MAINTENANCE OF PRACTICES

Section 4.1

All existing practices, rules, and regulations not specifically mentioned herein shall continue in force as at present unless they are adjusted by mutual agreement between the Company and the Union.

ARTICLE V - COOPERATION

Section 5.1

The Union agrees for its members who are employees of the Company that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Company and its interest, and that they will cooperate in promoting and advancing the welfare of the Company and service at all times. For the mutual benefit of both the employees and the Company, the Union further agrees to cooperate with the Company and actively participate in the promotion and operation of an effective safety and job training program.

Section 5.2

The Company agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all of the Company's employees, and to this end agrees to actively promote and maintain an effective and continuing program of safety and job training.

ARTICLE VI - NO STRIKES OR LOCKOUTS

Section 6.1

The Company agrees that during the term of this Agreement there shall be no lockouts of the employees, and the employees on their part agree that there shall be no strikes or walkouts for any reason, it being the mutual desire of both parties hereto to provide for uninterrupted and continuous service. Nothing herein is intended, however, to prevent the resignation or discharge of individuals, the discharge being subject to review under the conditions and in the manner herein specified.

ARTICLE VII - NO DISCRIMINATION

Section 7.1

The Company and the Union, acting on its own behalf and the behalf of the employees it represents, agree that the provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination and that in carrying out the respective obligations under this Agreement there will be no discrimination against any employee on account of race, creed, color, gender, national origin, sexual orientation, age, or disability status, or against any employee who is a disabled veteran or veteran of the Vietnam era.

ARTICLE VIII - MANAGEMENT RIGHTS

Section 8.1

The right to employ, layoff, release, re-employ, promote, demote, transfer, discipline, and discharge are reserved by and shall be vested exclusively in the Company, except as modified by

the terms of this Agreement. The management of the property and corporate affairs are reserved by and shall be vested exclusively in the Company. The Company shall have the right to determine who it shall employ, how many persons it will employ or retain, the work they shall perform and the manner in which they shall do their work, the way they shall deport themselves while on the Company's property, the character of organization required for the most effective performance of the work, together with the right to exercise full control and discipline in the interest of good service and the proper conduct of its business.

ARTICLE IX - UNION BUSINESS

Section 9.1

Accredited officers, stewards, and members of committees of the Union who may be called upon to transact business for the Union which requires their absence from duty with the Company shall be allowed to absent themselves for a sufficient time to transact such business. Where practical, such employees shall provide twenty-four (24) hours' notice to the proper representatives of the Company.

Employees, other than officers, stewards, and members of committees of the Union, shall to the extent that their absence does not interfere with essential work, be allowed to absent themselves for the time required to transact Union business or to attend Union meetings. Where practical, such employees shall provide twenty-four (24) hours' notice to the proper representatives of the Company. The Company shall be the sole judge as to whether essential work is interfered with or not.

Section 9.2

It is further agreed that an employee of the Company who is elected or appointed to office by the Union, which office requires his/her absence from duty, shall be granted an indeterminate leave-of-absence. Upon departure from office, the employee shall be reinstated to his/her former position, including all seniority rights, provided such employee is then qualified to return to work. (In making such determination, consideration will be given, if appropriate, to such employee under the terms of Section 21.5, "Retrogression.") It is understood that in case of the return of such an employee, other employees will consent to such displacements as are necessary to make room for the returning employee.

During the period of leave, such employee will continue membership in the Cash Balance Pension Plan agreed to by the Company and Union. Company contributions to the employee's account will be based on wages imputed under applicable provisions of the Plan.

Section 9.3

The Company shall afford each new Local 2150 member (regular employees) four (4) hours paid time for the purpose of attending Local 2150 Union orientation. This time will be paid by the Company.

ARTICLE X - BULLETIN BOARDS

Section 10.1

The Company agrees to provide bulletin boards at each work location in mutually agreed to places as a means for the Union to communicate with its members. In addition to these bulletin boards, the Union shall be provided access to electronic mail to establish an electronic bulletin board to communicate with its members.

No materials shall be posted on either bulletin board except that pertaining to the activities and business of the Union. Messages that convey an endorsement or recommendation that employees should vote for a particular candidate are prohibited.

ARTICLE XI - DISCIPLINE

Section 11.1

In the matter of discipline including discharge, charges brought against an employee shall be specific and shall promptly be called to the employee's attention. The Company may, as it deems appropriate and without prejudice to the rights of any involved party, temporarily suspend an employee pending completion of its investigation into a disciplinary matter. If upon completion of the investigation the charges are not sustained, the employee shall have his/her record cleared of such charges and, in the case of loss of wage because of temporary suspension, shall receive reimbursement for such loss. Discipline involving disciplinary layoff or discharge shall not be administered until the employee has been given an opportunity of presenting his/her case at a review meeting, at which the Company will disclose its findings of the investigation to date. Such review meeting must involve the appropriate official of the Company and a representative designated by the L.U. 2150 office before a discharge or disciplinary layoff is administered. An employee's seniority rights shall not be permanently impaired because of disciplinary layoff. In those matters of discipline in which a formal record of the disciplinary action is prepared for placement in the disciplined employee's personnel file, a copy of such formal record shall be given to the disciplined employee, the steward, the Unit Chairperson, and the Union office.

Members of the Union are not to be reprimanded within hearing of others.

ARTICLE XII - EMPLOYMENT SECURITY

Section 12.1

The Company agrees that it will not contract out any work which will result in the layoff for lack of work of any employee covered by this Agreement during the period of the Agreement.

Section 12.2

In the event the Company believes that an operation or part of an operation is not cost-effective or no longer wishes to retain a particular operation or function, the Union will meet with the Company and discuss the matter with the objective of finding a solution which meets the

interests of the Company, the Union, and the employees who would be affected if the operation was performed by an external force.

Section 12.3

In the event the Union believes that an operation or part of an operation which is currently being performed by an external force can be performed in a cost-effective manner by bargaining unit employees, the Company will meet and discuss the matter. The Company commits to provide the Union with the information, assistance, and resources necessary to review the matter and prepare a proposal.

ARTICLE XIII - DURATION/NEGOTIATION FOR CHANGE

Section 13.1

This Agreement supersedes all previous Agreements between the parties and shall be binding on the Company, its successors and assigns, the Union, and all employees over whom the Union has jurisdiction as collective bargaining agent and shall be in full force and effect on all parties from September 17, 2004, (except for provisions specifically made effective retroactive to an earlier date) to and including August 15, 2007, and thereafter from year to year (except for provisions specifically limited by date) unless mutually changed by the parties hereto or terminated at the end of any such year in the manner hereinafter provided.

Section 13.2

Either party may terminate this Agreement at the end of its initial term, or upon any succeeding anniversary thereof by delivering a written notice of such termination to the other party not less than sixty (60) days prior to the end of any such contract period.

Section 13.3

If either party desires to modify or amend this Agreement, it shall deliver written request thereof to the other party not less than sixty (60) days prior to the end of any such contract period. Such request shall specify in detail the nature and extent of the modification or amendment desired. Request for modification or amendment shall not constitute notice of termination of this Agreement.

Section 13.4 - Transfer of Company Operations

1. Definitions as Used in this Section

- a. "Unit" means a department, division, or business unit of Wisconsin Electric Power Company and Wisconsin Gas, LLC ("WE" or "Company") that is engaged in activities related to the production, generation, transmission, or distribution of electricity, gas, or steam or the recovery of energy from waste materials.
- b. "Transfer" means to sell, offer by lease, or otherwise transfer ownership or control of a Unit or any part thereof (including equipment or other assets). Transfers

include, but are not limited to, complete sales or exchanges, mergers, consolidations, spin-offs, paper sales, or any other methods by which a business or ownership interest can be transferred.

2. Offer of Employment

- a. In the event of a Transfer of a Unit to an affiliated company with the same holding company system as WE, the Company will require the affiliate to offer employment to all of the Local 2150 represented employees in the Unit immediately prior to the Transfer.
- b. In the event of a Transfer of a Unit to an entity not held by WE, the Company will require the acquiring entity to offer employment, by seniority in the affected occupation and location, to a sufficient number of the Local 2150 represented employees, in the Unit immediately prior to the Transfer, who are necessary for the operation and maintenance of the Unit.
- c. All employees who are not offered a position with the acquiring entity and/or who are deemed not to be necessary for the operation and maintenance of the Unit, pursuant to Item 2.b. above, will be able to exercise layoff, bumping, and/or severance rights in accordance with Union bumping seniority. Rather than accept an employment offer described in Items 2.a. or 2.b. above, up to 20% of the employees in an affected occupation at each given location who received such employment offers will be able to exercise layoff, bumping, and/or severance rights in accordance with Union bumping seniority. In the event layoff becomes necessary, the three (3) month layoff notice to the Union and employees will not be applicable.

3. Assumption of Labor Agreement

As part of the terms of the Transfer, the Company will require the acquiring entity to:

- a. Upon the transfer, enter into a labor agreement with Local 2150 that is identical to the current labor agreement, including pertinent letter agreements, arbitration decisions, and past practices covering the employees who are hired by the acquiring entity; and
- b. Upon Local 2150's request, commence negotiations for a comparable pension agreement, a comparable seniority system, and comparable provisions for other provisions rendered meaningless by the Transfer.
- c. Such agreements referenced in Items 3.a. and 3.b. above, shall be for a period of not less than thirty (30) months from the date of the Transfer.

4. Notification

The Company agrees to notify Local 2150 of any proposed Transfer and continue to provide any and all information about the Transfer. Such notification shall be at the

earliest possible time, but in any event, must be at least sixty (60) days prior to the Transfer.

ARTICLE XIV - SEVERABILITY

Section 14.1

It is the intent and purpose of the parties that this Agreement be in full and complete compliance with all applicable state and federal laws, rules, and regulations. Should any part hereof or any provisions herein contained be rendered or declared illegal, invalid, or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by decision of any authorized government agency, including the National Labor Relations Board, the remaining portion hereof shall not be affected thereby. However, in such a contingency, the parties shall promptly meet and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal, invalid, or an unfair labor practice.

ARTICLE XV - AGENCY/TEMPORARY EMPLOYEES

Section 15.1

An agency employee is defined as a person obtained from a temporary help agency whose work activity is primarily under the direction and control of the Company. No assignment shall be performed by an agency employee for longer than a one (1) year period, nor shall a particular agency employee be retained by the Company for longer than two (2) years unless an extension is agreed to by the Company and the Union. An assignment is a placement of an agency person in an occupation, at a work location within a particular department. Any agency employee who is working in place of a specific employee who is unavailable for work is considered to be in a single assignment, and if that agency person works in place of a different employee, that would constitute a different assignment. However, work on different projects while in a single occupation at a work location within a particular department does not constitute a different assignment(s).

The Company shall provide the Union, on a monthly basis, the names, employing agencies, start date, work assignments, and work locations of agency employees. However, the Company is not required to keep a record of an agency employee's cumulative working time for the Company if the agency employee has not worked for the Company in two (2) years. At the Union's request, the Company shall meet with the Union at reasonable intervals to discuss the continuing status of agency employees and the appropriateness of posting additional positions.

Agency employees in assignments as of January 1, 1995, or who were in assignments prior to that date shall be treated as if they had never before been assigned to the Company until January 1, 1995.

Section 15.2

As an alternative to agency employees, the Company may choose to hire Wisconsin Electric Temporary Employees (WE Temps). Students hired as WE Temps to work during summer/holiday break periods to perform general manual, technical, and clerical tasks will be classified in the occupation listed below. General wage increases and COLA are applicable to the rates listed below:

Occupation Number	Occupation	Hourly Wage Rates Effective as of 8/16/04	
		First Summer \$/Hr.	Subsequent Summer \$/Hr.
22615	Summer Vacation Relief Employee	\$11.30	\$11.86
22618	Summer Vacation Relief – Technical/Designer	\$13.50	\$14.00

*Wage rates to be increased 3.0% effective 8/16/05 and 3.0% effective 8/16/06.

If the WE Temp (summer student or otherwise) is hired to perform work more closely associated with a specific occupation, he/she will be classified in the temporary occupation of the corresponding regular occupation and paid at step 1 of said regular occupation. Summer students shall be allowed to work in L.U. 2150's jurisdiction during the months of May-September and during holiday school breaks only. Summer students extended beyond the time frame indicated above in L.U. 2150's jurisdiction will be classified as WE Temp.

Regardless of situation, prior to hiring a WE Temp (summer student or otherwise) the appropriate business unit/department, Corporate Human Resources, and Union representatives will discuss, in advance, the temporary occupation to be used. Classifications and/or work assignments agreed to by the Company and the Union are not subject to change for the duration of the temporary assignment unless specifically agreed to by the Company and the Union.

The provisions of Section 15.1 apply to WE Temp employees. Any change in status from agency employees to WE Temp does not negate this section of the Labor Agreement. Also see "Provisions Applicable to Temporary Employees," listed on page 139 of this Labor Agreement.

The Union reserves the right to negotiate wage rates for temporary employees.

ARTICLE XVI - C.O.P.E.

Section 16.1

The Company will maintain a payroll deduction procedure for all employees represented by Local 2150, I.B.E.W., who desire to contribute to the I.B.E.W. C.O.P.E.

The Union will be responsible for securing properly executed authorization cards from its members who wish to participate in this arrangement and for forwarding these cards to the Company. (A copy of the form the authorization cards should take is shown in Exhibit "C");

when cards are reproduced, they should be 8.5" x 5.5".) Such authorization will specify a fixed monthly amount to be withheld from the employee's wages. Such deduction will be made on those paydays on which Union dues are deducted. The deduction will remain in place until the employee elects to revise or cancel such authorization and a new, properly executed authorization card is received by the Company. The Company will, each month, remit the amount deducted for this purpose to the I.B.E.W. C.O.P.E., c/o Financial Secretary of Local 2150. The Union guarantees the authenticity of individual authorizations; the Company is not required to make any investigation with respect to the accuracy thereof and is indemnified and saved harmless by the Union with respect to any action taken by the Company in reliance upon such authorization.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 17.1

1. Step 1

- A. In order to foster the most harmonious relationships between employees and their supervisors, it is mutually agreed that potential grievances and other employee problems relating to the employee's job performance, assignment of work, overtime, or other matters which may arise from day to day shall be promptly discussed between the employees involved and their immediate supervisors, with or without a Union representative present. It shall be the supervisor's responsibility to promptly schedule any meeting necessary to discuss such potential grievances and problems as employees may bring to their attention.
- B. If the matter is not satisfactorily resolved as described in Item A above and is to be processed as a grievance, the employee involved and the steward shall, within ten (10) days (excluding the employee's scheduled days off), prepare a written grievance and provide copies to the supervisor and to the person to whom the supervisor reports. The written grievance should provide specific facts about the problem and stipulate the provision (if any) of the Labor Agreement alleged to have been violated. The supervisor involved shall, within five (5) days after receiving the written grievance (excluding the supervisor's scheduled days off), provide written confirmation of his/her oral decision on the matter in question and provide copies to his/her supervisor, the grievant, and the steward.
- C. The steward will inform the person to whom the supervisor reports of the Union's intent to pursue the grievance. This person will promptly hold a meeting to hear the grievance and, following an investigation, will issue a written decision to the Union on the matter in question within ten (10) days (excluding Saturdays, Sundays, and holidays) after the date of such meeting. A copy of the decision will be furnished to the grievant and the steward involved.

2. Step 2

If the matter is not satisfactorily resolved as described in Step 1 above, the Union may, within twenty (20) days (excluding Saturdays, Sundays, and holidays) from the date the decision at Step 1 is received by the Union, appeal the unresolved grievance to the next

appropriate level of management, if applicable, where the employee is assigned to work. A hearing on the matter shall be scheduled as promptly as practical. A written decision to the Union on the matter in question shall be issued within twenty (20) days (excluding Saturdays, Sundays, and holidays) from the date of such hearing.

3. Step 3

- A. Grievance matters involving discipline, discharge, promotion, and demotion which are not satisfactorily resolved in Step 2 may be appealed by the Union, within twenty (20) days (excluding Saturdays, Sundays, and holidays) after receipt of the Company's decision, to the officer-in-charge (or designated representative). A written decision shall be rendered within twenty (20) days (excluding Saturdays, Sundays, and holidays) following a hearing on the matter.
- B. Grievance matters other than those of the type specified in Item 3.A above which are not satisfactorily resolved in Step 2 may be appealed by the Union, within twenty (20) days (excluding Saturdays, Sundays, and holidays) after receipt of the Company's decision, to the head of the Human Resources function (or designated representative). Grievances submitted under this provision will be reviewed at monthly labor relations meetings. At such meetings, the Union may also present, for the purpose of maintaining a harmonious relationship, other matters of concern relating to the application and interpretation of this Agreement. The Union shall provide the head of the Human Resources function (or designated representative) with a list of the items which it wishes to discuss at a labor relations meeting at least five (5) days before the scheduled date of such meeting. The Company will be represented at such monthly meetings by the head of the Human Resources function (or designated representative) and such other Company representatives as he/she may deem appropriate. The Union shall be represented at such monthly meetings by the Business Manager of the Union (or designated representative) and such other Union representatives as he/she may deem appropriate. Within twenty (20) days (excluding Saturdays, Sundays, and holidays) of the monthly meeting, the head of the Human Resources function (or designated representative) will provide the Union with a written response to such matters presented by the Union at such monthly meetings and thereafter any such matter shall not be considered as a required subject of discussion at any future monthly meetings except by mutual agreement of the Company and the Union.

4. Step 4

If the matter is not satisfactorily resolved as described in Step 3 above and it involves compliance with the terms and conditions of this Agreement, the Union may, within thirty (30) days (excluding Saturdays, Sundays, and holidays) after receipt of the Company's decision, submit the dispute to an arbitrator, to be selected in the manner specified hereinafter, and the Company and the Union agree that the decision of such arbitrator shall be binding on both parties.

NOTE: By mutual agreement between the parties, grievance mediation may be used prior to submitting the matter to an arbitrator.

If the Company does not adhere to the time limits specified in this section, the Union may appeal the grievance to the next step. If the Union does not pursue a grievance within the time limits specified in this section, the grievance shall be considered as withdrawn. A grievance not brought to the attention of the Company within ninety (90) calendar days after the event which created the grievance, or after the date that the grievant could reasonably have been expected to know of such event, need not be recognized by the Company and, unless otherwise agreed to, shall not be subject to arbitration. Time limits specified in this section may be extended for a specific grievance by mutual agreement of the Company and the Union.

Section 17.2

Regular labor relations meetings will be held with Business Unit heads and applicable Human Resources and Union representatives for the purpose of debriefing grievances and discussing other items of mutual concern.

Section 17.3

In order to facilitate the proper handling of grievance appeals and other matters of concern relating to the application and interpretation of this Agreement, active employees officially designated as representatives of the Union shall be paid at their basic straight time rates for reasonable lost basic scheduled hours spent in meetings with Company representatives to process grievances at Steps 1, 2, and 3 of the Grievance Procedure.

Section 17.4

If the grievance involves a difference of opinion as to the physical or emotional ability of an employee to perform the duties of his/her occupation as the result of illness, pregnancy, or injury where such difference arises out of opposing determinations by a Company medical representative and the grievant's personal physician, the following procedure shall be applied instead of the procedures set forth in Section 17.1 above.

1. A meeting shall be held between the Company medical representative (or a physician whom he/she may designate), another Company representative, the grievant, the grievant's personal physician (at the grievant's option), and the appropriate Union representatives to discuss the medical determinations which have been made. If during or after such meeting the Company medical representative and the grievant's personal physician agree to a common determination as to the grievant's physical or emotional ability to perform the duties of his/her occupation, the grievance shall be considered settled on the basis of such determination and shall not be subject to further appeal. If a common determination is not made, the Company medical representative shall prepare a written statement setting forth his/her final determination and shall furnish copies of such statement to the grievant, the Union, and the grievant's personal physician.
2. In those cases in which the grievance is not settled in accordance with Item 1 above, the grievance may be submitted by the Union to a Medical Board of Arbitration consisting of a Company medical representative, the grievant's personal physician, and a third impartial and disinterested physician to be jointly chosen by the Company's medical representative and the grievant's personal physician. Such impartial physician, who shall serve as

chairperson of the Medical Board of Arbitration, shall have the opportunity to carry out whatever examination of the grievant he/she deems appropriate. Upon completion of such examination, the Medical Board of Arbitration shall meet to review all available medical records concerning the grievant. The Company and the Union may have representatives present at such meeting to present information about the grievant's occupation. Following such meeting, the Chairperson of the Medical Board of Arbitration shall prepare a written medical decision and such medical decision shall become final and binding (with the exception noted below) upon the Company, the Union, and the grievant, provided that it is concurred to by either the Company's medical representative or the grievant's personal physician. It is understood that the powers of the Medical Board of Arbitration are confined to a determination as to the grievant's physical or emotional ability to perform the duties of his/her occupation and that such powers shall not be extended to any other matter. In the event that a Medical Board of Arbitration decision conflicts with determinations made by any regulatory authority, the determination of such regulatory authority shall prevail. In the event that neither the Company medical representative nor the grievant's personal physician concur in the decision of the Chairperson, the grievance shall be considered settled on the basis of the determination made by the Company medical representative. The cost of the impartial Chairperson, any examinations which he/she requires, and any other associated expenses shall be shared equally by the Company and the Union. Each party shall bear the cost of its own representatives.

ARTICLE XVIII - METHOD OF ARBITRATION

Section 18.1

If the Union desires to arbitrate any matter in dispute pursuant to Section 17.1(4) above, if the matter in dispute is arbitrable under the terms of this Agreement, it shall notify the Company in writing and each party shall appoint its arbitrator within seven (7) working days after the receipt of such notice. When any matter has been thus submitted, arbitration shall proceed as follows:

1. An arbitrator shall be selected promptly who shall be an impartial and disinterested party. A designated Company and designated Union representative will attempt to agree on the arbitrator. If the parties are unable to reach agreement on an arbitrator within fourteen (14) days, or mutual extension thereof, the Federal Mediation & Conciliation Service will be asked to submit the names of five (5) arbitrators. Within five (5) days, the designated Company and Union representatives will alternately strike names until one name remains. The party that strikes first will initially be determined with the flip of a coin. The party that picks second will subsequently pick first for the next arbitration and so on and so forth so as to alternate which party selects first for subsequent arbitrator selections. The appropriate fee charged by the Federal Mediation & Conciliation Service (FMCS) for the list of five (5) arbitrators will be borne by the party that selects first.
2. It is understood that the function of the arbitrator shall be to decide, by interpreting and applying this Agreement, the matter or matters specifically set before it and that the arbitrator shall have no power to extend the duration of the Agreement; to add terms or provisions thereto; to arbitrate a dispute concerning a general wage adjustment; nor to enlarge its own jurisdiction except upon mutual consent of the Company and the Union.

3. Subject to Item 1 above, the decisions of the arbitrator concerning any matter referred to it pursuant to the provisions hereof shall (if not contrary to state or federal law or regulations thereunder) be final and conclusive upon the employees, the Union, and the Company.
4. Each party shall bear the expense of preparing and presenting its own case. The expense of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE XIX - SELECTION/BIDDING

Section 19.1 - Definitions

1. Seniority

As used in this Article, the term "seniority" is defined to mean the right accrued through length of service which entitles an employee to certain rights in layoffs, rehiring, promotions, and transfers as specifically provided in this Agreement.

2. Zone

As used in this Article, North Zone is defined as all areas north of the south county lines of Manitowoc, Calumet, Winnebago, Waushara, Portage, Wood, Jackson, and Trempealeau Counties. The South Zone includes all areas south of this line.

Section 19.2 - Accumulation of Seniority

1. A. Seniority shall normally accumulate from date of employment as a regular employee in the bargaining unit represented by the Union, but shall be subject to the conditions set forth in Item 2 below.
- B. Zone Occupational Group Seniority - Where occupational groups exist, it is the occupational group seniority date established when an employee entered his/her occupational group within a zone. This date is defined as the date on which the employee formally accepts an offer to fill a posted vacancy in a group in that zone. This means if an employee changes zones or occupational groups within a zone for any reason, he/she establishes a new Zone Occupational Group Seniority date.
- C. In the event of identical seniority dates for employees represented by Local 2150, relative seniority shall be determined by the last four digits of the employees' Social Security numbers. The greater the number, the higher the seniority. This applies to employees who have never had identical seniority date ties resolved by some other method.

NOTE: As an exception to the above, for those employees of the Companies affiliated with one of the nine separate Local 2150 bargaining units prior to August 15, 1995, seniority shall be defined as follows:

- Bidding & Selection Seniority - The seniority date established in his/her bargaining unit immediately prior to August 15, 1995.
 - Layoff & Bumping Seniority - The seniority date established to include the cumulative seniority as a Wisconsin Energy Corporation employee represented by Local 2150 and unions which have joined Local 2150 as of August 15, 1995. However, for employees who left Local 2150 (or unions that joined Local 2150 as of August 15, 1995) but remained in Company service as a non-represented employee or terminated Company service and returned, seniority shall be counted from the latest date of return to the bargaining unit.
2. The accumulation of seniority shall include service with Wisconsin Electric Power Company and Wisconsin Gas, LLC, and shall be defined as the latest uninterrupted period of service with the Company, including in such uninterrupted period of employment the following:
- A. The period of continuous full-time service during which an employee was classified as temporary immediately preceding the employee's reclassification as regular. (A period of continuous temporary part-time service immediately preceding the employee's reclassification as regular shall be reduced proportionately to reflect an equivalent period of full-time employment.)
 - B. Periods of Company-approved leave-of-absence due to military service (in accordance with legal requirements), and government service during time of war or national emergency or for other approved reasons, provided the employee returns to active employment with the Company at the expiration of such leave-of-absence; otherwise, Company service shall be deemed to have terminated at the commencement of such leave.
 - C. Periods of layoff which do not extend beyond thirty-six (36) months.
 - D. Periods of absence due to occupational illness or injury on the job (compensable under Worker's Compensation Statutes) unless employment is terminated.
 - E. Periods of absence due to non-occupational illness or off-duty injury which do not extend beyond twenty-four (24) months or additional time under rehabilitation provisions of the Long-Term Disability Plan.
3. The seniority status of an employee ceases when an employee resigns, is written out of active service under provisions of the Long-Term Disability Plan, transfers to a non-represented position, is discharged for cause, or when the employee is off the payroll for more than twelve (12) consecutive months for any reason other than layoff, military, injury-on-duty, or sickness and recuperation therefrom.
4. The effective seniority date, determined in accordance with the provisions of this section shall be established by seniority lists which shall be prepared and posted by the Company

and copies supplied to the Union. Such lists shall be assumed correct unless protested by the Union. If requested by the Union, revised lists will be provided by the Company at intervals not more frequent than six (6) months.

Section 19.3 - Bidding & Selection

Promotions and transfers within the bargaining unit covered by this Agreement shall be based on seniority, ability, and qualifications (see Exhibit "D", "Employee Selection & Training"). Ability and qualifications being sufficient, seniority shall prevail. However, applicants who are classified in related occupations will be given preference over other applicants in the selection process where the Company and Union have agreed that occupational preference is appropriate. Such occupational preference will be stated on job postings.

The following shall apply in filling vacancies in occupations under the jurisdiction of the Union:

1. When a vacancy occurs, which in the judgment of the Company must be filled, or the Company creates a new position in occupations under the jurisdiction of the Union, a Notification of Job Vacancy shall be posted every Tuesday (or the next working day if such Tuesday is a holiday) for a period of ten (10) calendar days (not counting posting day) at locations accessible to all Union members. A copy of such notification shall be sent to the Union's business office. Such notification shall state qualifications required for the position, the applicable wage schedule, and other information pertinent to the vacancy.
2. All employees within the Company wishing to bid for the position shall use the prescribed form and forward a written application to the Human Resources Department of the Company within the ten (10) calendar day posting period (not counting posting day). If an employee is sick or on vacation during an entire posting period, the employee must contact the Staff Assistant identified on the posting AND complete an application for the posting within two (2) working days upon returning in order to be considered a timely applicant for a job posted within the most recently closed posting period.
3. Employees shall have the option of submitting applications through the U.S. mail. The date of the postmark shall be considered the date the application is received.
4. Applicants for such vacancy shall be considered in accordance with Bidding & Selection Seniority. The applicant's seniority shall be as defined in Section 19.2.
5. Consideration will be given to those employees who bid on the posted notice according to the following sequence, provided their qualifications are sufficient:
 - A. Applicants from the same zone as that in which the vacancy exists. Where occupational groups exist, applicants from the same occupational group in which the vacancy exists will be considered first in the order of their Zone Occupational Group Seniority.
 - B. Applicants from outside the zone in which the vacancy exists will be considered next in order of their Bidding & Selection Seniority.

6. When a bona fide job offer has been extended by the Company in writing, the employee shall accept or decline the job offer in writing within three (3) working days.

Section 19.4

Following the expiration of the posting period, the Union office and Unit Chairperson shall be given written notification of the names of the applicants in seniority order. A copy of this notification will be sent to each of the applicants. When a selection has been made, the Union office and Unit Chairperson shall be notified in writing of the name of the selected applicant, his/her new occupation title, wage step, and wage rate. Each applicant will be notified in writing whether or not he/she was selected. Such notification will refer to and be numbered to correspond with the posted Notification of Job Vacancy.

For the purpose of bidding and selection, the successful applicant will be treated as though he/she has been reclassified to his/her new occupation and assigned a new headquarters location, if applicable, upon his/her acceptance of the new job in writing. He/she will be transferred to fill the job vacancy within ninety (90) calendar days from the closing date of the posting. If this is not expected to occur, the Company will provide the employee and the Union with an explanation of why the transfer cannot take place in a timely fashion. Upon notification of this delay of transfer, the employee will have three (3) working days to change his/her mind about accepting the transfer. Further, the successful applicant will be afforded an additional three (3) days to change his/her mind about accepting a transfer each time the established date is changed/delayed. If a vacancy is not processed in a timely fashion and the successful applicant is offered the position after ninety (90) days from the closing date of the posting, he/she will be given an additional three (3) days to change his/her mind about accepting the transfer once he/she is provided with a transfer date.

If the employee is not transferred within ninety (90) calendar days from the closing date of the posting, he/she will be paid at the appropriate rate of the job for which he/she was selected beginning on the first day of the payroll period thereafter. In no event, however, shall the successful applicant sustain a reduction in base rate prior to being assigned to fill the job vacancy.

Further, if actual transfer to the new location is delayed as described above, the successful applicant will be eligible for the applicable temporary transfer allowance (treating the location of the job for which he/she has been selected as though it is the employee's permanent headquarters location), starting with the same date used for wage determination and continuing thereafter only until the actual transfer occurs.

In the event a posted vacancy is not filled (or a selection made for it) within ninety (90) calendar days from the closing date of the posting, the original posted notice shall be re-posted. Thereafter, if necessary, it shall be re-posted at intervals of not more than every sixty (60) days until the position is filled or the job request withdrawn. However, upon mutual agreement between the Union and the Company, the re-posting requirement may be extended. In any event, such posting periods, subsequent to the original posting, are to be regarded merely as reminders that the job is still open, and such re-posting shall clearly state that application for the job can only be made at the Human Resources Department. If a bargaining unit employee applies to the Human Resources Department for such re-posted job before a new employee from outside the

bargaining unit is hired for the same, such bargaining unit employee shall be considered for such job before such job is filled by a new employee from outside the bargaining unit.

Temporary employees will not be considered as internal bargaining unit members for job vacancies and, therefore, will not appear on or receive seniority listings.

Section 19.5

- A. An employee classified in an occupation at a level formerly designated as "trainee" shall demonstrate the ability to advance beyond that level. An employee who is unwilling or unable to advance in a reasonable period may be released from Company service without any obligation by the Company to provide other employment.

As an exception, if a regular employee classified in:

1. An occupation beyond the former "trainee" level, or
2. In an occupation with no previous designated "trainee" level,

applies for and is reclassified to an Exhibit "G" occupation/time interval, and subsequently fails to demonstrate the ability to advance, such employee shall be returned to the occupation in which classified immediately prior to such reclassification, provided the individual at such time possesses all the qualifications (including physical) appropriate to such occupation.

- B. A regular employee selected for an occupation not found in Exhibit "G", shall demonstrate the ability to advance within six (6) months. An employee unwilling or unable to do so may be returned to his/her former occupation on an exception basis, provided the individual at such time possesses all the qualifications (including physical) appropriate to such occupation. And provided further that the Company and Union reach mutual agreement on the appropriateness of taking such action in a given situation.
- C. It is understood that in the case of the return of an employee to a former occupation under any of the provisions of this section, other employees will consent to such demotions (including the possible layoff of the junior employee) as are necessary to make room for the returning employee. (If the employee cannot be returned to his/her former occupation because of physical reasons, such employee shall be considered for employment in another occupation on the same basis as if such employee had remained in such former occupation and subsequently had to be removed from it for physical reasons.)

Section 19.6

The procedure provided in Section 19.3 above shall not be applied in cases where the Company and the Union have agreed to the advancement of employees to higher level occupations by reclassification.

Section 19.7

The Company shall have the right to temporarily fill any vacancy for such time as is necessary to select a qualified employee for the vacancy.

Section 19.8

Employees cannot be reclassified from full-time to part-time status (or vice versa) unless they have bid on and been selected to fill posted vacancies.

Section 19.9

A new employee on probation will not be eligible to apply on posted vacancies during the probationary period (120 days).

ARTICLE XX - LAYOFFS & REHIRING

Section 20.1

1. In the event the Company determines it is necessary to reduce the number of employees in a given occupation at a given location because of lack of work, such reduction shall be in accordance with seniority considerations (the Company will provide a minimum of three (3) months' notice to the Union office and employees in the affected occupation at the location regarding such reduction). Prior to such reduction, the Company shall offer voluntary layoff/severance to all employees in seniority order* in the given occupation at the location where the work is being eliminated. If the required reduction is not accomplished through voluntary layoff/severance, the employee(s) engaged in such occupation or performing similar work at a given location with the least seniority shall be subject to layoff and eligible to exercise one of the options set forth in Items "A" and "B" below.
 - A. Accept the layoff (an employee who has been laid off may qualify for a Layoff and/or Severance Benefit in accordance with the provisions of Exhibit "E" of this Agreement, or any other severance package that may be mutually agreed to between the Company and the Union); or
 - B. Obtain any job within the home zone (as defined in Section 19.1) held by employees of lesser seniority* (most junior person in an occupation at a location) for which the employee's qualifications are sufficient.

If no bumping options are available in accordance with Item "B" above, the employee may exercise seniority to obtain the job of the employee with the least seniority in the Company that is represented by the Union in an occupation for which the employee's qualifications are sufficient.

*As defined in "Accumulation of Seniority," Section 19.2. The "most junior person in an occupation at a location" is determined by including employees who have accepted an offer in writing for a vacancy in the occupation/location but have not yet been placed in the occupation/location.

2. Employees affected by the above procedure and who are notified of layoff will have the right to exercise their own seniority in the same manner as set forth in Paragraph 1 until such time as the requisite number of employees leave the Company to effect the reduction required.

Affected employees shall remain in their present positions until they exercise their layoff/bumping rights at a subsequent layoff date.

The pending layoff of a "bumped" employee will be rescinded if the employee who bumped into the position quits, retires, or bids to another job prior to the layoff date of the "bumped" employee.

3. The bumping process for any employee facing involuntary layoff/bumping is as follows:
 - A. Employee is informed of a potential layoff.
 - B. A meeting will be conducted with the employee and a Union representative to provide the employee with the following:
 - (1) Official layoff notification.
 - (2) The list of bumping options:
 - (a) For the purpose of layoff/bumping, part-time employees, full-time employees, fixed day shift employees, fixed evening shift employees, and fixed night shift employees are considered to be in separate occupations.
 - (b) Rotating and day shift employees in the Health Physics Technologist occupation at Point Beach are considered to be in the same occupation for these purposes.
 - (c) Rotating and day shift employees in the Radiochemical Technician occupation at Point Beach are considered to be in the same occupation for these purposes.
 - (3) Layoff & Severance benefit calculations and information.
 - (4) Other benefit information and requirements.
 - C. The employee will have three (3) full working days to determine if he/she wants to accept the layoff or consider bumping. If bumping is desired, the employee must provide a list of up to five occupations by location in preference order by the end of the third day.
 - D. The Company will schedule the testing, if necessary, to determine qualifications.

- E. When the results of testing are known, the employee will be informed of occupations for which he/she is qualified.
 - F. Department informational meetings will be scheduled in preference order.
 - G. After the meetings are completed, the employee will have two (2) full working days to make a decision.
 - H. If the employee is not qualified for any of the first five choices, steps C through G will be repeated.
4. In cases where an employee subject to layoff bumps an employee in another occupation, the employee will be placed on the wage step of the new occupation's base wage schedule in accordance with the following:
- A. If the employee's current hourly rate (including JE adjustment) falls within the new job wage schedule, the employee shall be placed on the closest wage step which does not result in a wage decrease.
 - B. If the employee's current hourly rate (including JE adjustment) exceeds the maximum wage step of the new job, the employee will be placed at the maximum wage step. In addition, an employee with a minimum of ten (10) completed years of service will receive a Bumping Compensation Adjustment equivalent to the difference between the employee's current hourly rate (including JE adjustment) and the maximum wage step of the new job.
 - C. The Bumping Compensation Adjustment shall be continued for a maximum of one (1) year following the date of layoff, and shall be reduced as follows:
 - (1) The Bumping Compensation Adjustment shall be reduced by any general negotiated wage increase amount which the employee receives in the new occupation, effective at the same time as such negotiated general wage increase amount becomes effective during the one (1) year following the date of layoff.
 - (2) If an employee receiving a Bumping Compensation Adjustment is subsequently advanced to a higher paid occupation for whatever reason, such Adjustment shall be reduced by the amount of any wage increase resulting therefrom along with any wage increase which the employee receives in the higher paid occupation (promotion, merit, service, job evaluation, etc.) and the reduction process described in (1) above shall continue so long as there is a Bumping Compensation Adjustment to be affected thereby. If the employee bids to a lower paying occupation, he/she retains the amount of bumping compensation he/she was receiving in his/her former occupation (it is not recalculated). The bumping compensation is then reduced in accordance with this section.
5. Employees who are laid off for lack of work will continue to accrue seniority while on layoff for a period of three (3) years from the date of layoff.

6. When a vacancy occurs in an occupation from which employees were laid off (or its successor occupation) within three (3) years following the effective date of layoff, the most senior laid off employee from such occupation who is qualified shall be the first to be re-employed, if available, and provided the employee is then physically qualified to return to work. After the three (3) year period has expired, all seniority rights to re-employment are terminated.

In the event the Company notifies a laid off employee to return to work in the occupation held immediately preceding layoff (or its successor occupation), in the same region* where the employee was laid off, where it is planned that such work will be of six (6) or more months' duration, and the employee fails to report to work within fifteen (15) calendar days after such notice has been sent to his/her last known address, he/she shall forfeit all seniority rights to re-employment.

Where an employee has been laid off and is later re-employed as a regular employee in the same occupation, he/she shall be entitled to the same wage classification (wage step) as was applicable at the time of layoff.

*As used in this provision, regions are defined as follows:

- A. North Zone Region I - Upper Michigan and Vilas, Forest, Florence, and Marinette Counties.
 - B. North Zone Region II - Manitowoc, Kewaunee, and Door Counties.
 - C. North Zone Region III - All other counties in the North Zone.
 - D. South Zone Region I - Sheboygan, Fond du Lac, Green Lake, Marquette, Adams, Juneau, Monroe, LaCrosse, Ozaukee, Washington, Dodge, Columbia, Sauk, Richland, Vernon, Crawford, and Grant Counties.
 - E. South Zone Region II - Milwaukee, Waukesha, Jefferson, Dane, and Iowa Counties.
 - F. South Zone Region III - Racine, Kenosha, Walworth, Rock, Green, and Lafayette Counties.
7. Employees covered by this Agreement who have been laid off due to curtailment or lack of work shall be given consideration for employment in any other occupation covered by this Agreement in accordance with Article XIX, "Selection & Bidding." The Company will maintain a phone "hotline" where it will keep up-to-date information on job postings. Information will be updated at least once every two weeks. The Company will provide additional information to laid off employees on job postings upon request.
 8. In connection with layoffs, transfers, and rehiring, it is recognized that the question of specialized employees and ability must sometimes be considered. In that event, the Company shall notify the Union before deviating from seniority rules and if the Union so desires, the matter shall be negotiated.

ARTICLE XXI - WAGES

Section 21.1 - Wages

Wage schedules and base wage rates applicable to all regular employees shall be adjusted as follows (in each case, rates shall be adjusted to the nearest whole cent):

1. Effective September 17, 2004, and applied retroactively to August 16, 2004, prevailing wage schedules and base wage rates applicable to regular employees shall be increased by three percent (3.0%).
2. Effective August 16, 2005, prevailing wage schedules and base wage rates applicable to regular employees shall be increased by three percent (3.0%).
3. Effective August 16, 2006, prevailing wage schedules and base wage rates applicable to regular employees shall be increased by three percent (3.0%).

Section 21.2 - Wage Progression

- A. Each wage schedule set forth shall provide for a series of wage rate steps. Wage progression within a wage schedule shall be based upon length of occupational service and upon demonstrated performance and proficiency in the occupation. Progression within a wage schedule shall be at the discretion of the Company. The normal time intervals between the wage steps within a wage schedule indicate the anticipated wage progression of a typical employee who the Company determines is satisfactorily responding to training and experience, who is performing the work assigned in a satisfactory manner, and who demonstrates acceptable work habits and attitudes. It is recognized, however, that some employees may progress at a faster or slower rate than the typical in recognition of performance above or below the typical.
- B. A newly hired employee (a person employed from outside of the bargaining unit) shall normally be classified in wage step 1 of the appropriate wage schedule, but any wage step may be applied at the discretion of the Company in recognition of previous experience, training, background, etc.
- C. An employee promoted, transferred, or demoted from the occupation in which he/she is regularly employed to another occupation shall be placed on an appropriate wage step of the applicable wage schedule beyond wage step 1, as determined by the Company. However, an employee promoted to a lead occupation that requires an applicant to have journey level experience may be placed on any wage step (including step 1). In making this determination, the Company will consider applicable training and experience which the employee received in former occupations which involved work similar to that to be performed in the new occupation.
- D. In the case of an employee promoted, transferred, or demoted to another occupation in accordance with paragraph "C" of this section who at the time of such promotion, transfer, or demotion is classified in a wage step above wage step 1 of such occupation,

the normal time interval associated with such higher wage step shall not be applicable. Such normal time interval shall, however, serve as a guideline in determining progression to the next higher wage step. Such progression shall be dependent upon the employee's overall demonstrated performance and progress, as determined by the Company, on all aspects of the work as compared to that expected of a typical employee who has progressed to such wage step from wage step 1 of such occupation. Upon such employee's progression to the available higher wage step, further progression (if wage steps are available) shall be in accordance with the provisions set forth in paragraph "A" of this section.

- E. An employee promoted from the occupation in which he/she is regularly employed to another occupation in the same occupational group having a higher maximum wage rate shall be placed in the lowest wage step of the new wage schedule which will provide a wage increase.

Section 21.3 - Payday

Employees will be paid every other Tuesday by direct deposit for work performed during the two (2) week period ending with the second preceding Saturday. If a banking holiday falls on a Tuesday payday, the deposit shall be distributed on the preceding banking day.

Changes in wage rates due to progression within wage schedules, reclassifications, etc., shall become effective on the first day of the biweekly payroll period nearest the anniversary date or other date indicated on payroll notification forms.

Section 21.4 - Timekeeping Units

The minimum timekeeping unit for wage deductions or overtime payments shall be 1/10 hour (six minutes).

Section 21.5 - Retrogression Plan

The following plan will be followed in determining a suitable wage for employees of substantial service record who become incapacitated for their normal work:

An employee who, after fifteen (15) or more years of service with the Company, is determined by the Company's medical representative to be incapacitated due to ill health (including a mental disorder) or injury to such an extent as to be unable to regularly perform the duties of his/her occupation, may, with the Union's approval, be assigned to the highest paying occupation available within the Union's jurisdiction which the employee's condition will enable him/her to perform and for which the Company determines such employee is qualified. If and when the employee can perform all of the duties required of this new occupation, he/she shall receive the maximum rate of that occupation plus an adjustment figure computed by the following formula:

$$.04N (RO-RN) = \text{Adjustment Figure}$$

Where RO = Rate in Old Occupation
RN = Rate in New Occupation
N = Years of Continuous Service

NOTE: The amount of the adjustment figure shall not exceed the difference between the rate in the old occupation (RO) and the rate in the new occupation (RN).

If no suitable occupation is available within the jurisdiction of the employee's own Union, an attempt will be made to find a suitable occupation within the jurisdiction of another Union. The placement of such an employee in an occupation of another Union's jurisdiction and the payment of wages based upon the above formula, while agreeable to the Company, must nevertheless be fully approved by such other Union.

ARTICLE XXII - HOURS OF WORK

Section 22.1 - Basic Work Schedule

1. The normal basic work schedule shall be eight (8) hours/day and forty (40) hours/week. The eight (8) hours/day shall be scheduled consecutively, within the window of 6:00 a.m. to 5:00 p.m. and shall normally include a one-half hour unpaid lunch. Except where the nature of the work makes it essential to have employees on duty more than five (5) days per week, the normal basic work schedule shall be Monday through Friday. The Company will provide the Union with general schedules of working hours on an annual basis.

An employee may be assigned to work through the one-half hour lunch period at applicable overtime rates due to business necessity. As an alternative, through mutual agreement between the supervisor and employee, an employee assigned to work through his/her lunch period due to business necessity may do so at straight time rates and complete their basic schedule one-half hour earlier. It is understood that such employee *is forgoing the lunch period and is still required to work a full shift.*

2. Exceptions to the normal basic work schedule include part-time employees, certain employees whose basic work schedule is forty (40) hours per week (listed below in Section 22.10 and addressed in the Letter Agreement dated November 8, 2004, employees exempt from the overtime requirements of the Fair Labor Standards Act and shift workers (provided for below in Section 22.2).
3. When the nature of the work makes it necessary for the Company to give more than five (5) days' continuous regular service per week, the Union will after reviewing evidence provided by the Company supporting its contention that it cannot continue with the normal work schedule only, agree to an additional work week schedule beginning Tuesday morning and terminating Saturday evening.

Section 22.2 - Shift Schedules

1. Basic scheduled hours of work for employees in occupations designated as fixed shift (eight (8) consecutive hours with a one-half hour unpaid lunch) or rotating shift (eight (8) consecutive hours) occupations shall be within the following shift windows:

Day Shift	6:00 a.m. - 5:00 p.m.
Evening Shift	12:00 p.m. - 12:00 a.m.
Night Shift	10:00 p.m. - 8:00 a.m.

- Fixed shift employees shall be scheduled to work five (5) consecutive days per week beginning on Sunday evening at 10:00 p.m. and ending on Friday evening at 12:00 a.m. (However, in accordance with past practice, certain designated fixed shift employees may be assigned to work five (5) consecutive days beginning on Monday evening at 10:00 p.m. and ending on Saturday evening at 12:00 a.m.)

NOTE: Certain shift arrangements that fall partially outside a window have been agreed to as exceptions and are listed in Section 22.10 below.

- Rotating shift employees, including but not limited to, Troubleshooters, Plant Electricians, Distribution Dispatchers, etc., shall be scheduled eight (8) consecutive hours per day not in excess of an average of five (5) days per week including Saturdays, Sundays, and holidays in accordance with past practice.

NOTE: Certain shift arrangements that fall partially outside a window have been agreed to as exceptions and are listed in Section 22.10 below.

Section 22.3 - Shift Premiums

Full-time fixed and rotating shift employees who are scheduled to work an evening or a night shift, will be paid, in addition to their normal straight time rates, the appropriate shift differential:

		Effective 8/16/2005	Effective 8/16/2006
Evening Shift	\$.67	\$.70	\$.73
Night Shift	\$.90	\$.93	\$.96

- Applicable shift differential premiums will be paid to fixed evening and night shift employees when they are scheduled to work a night or evening shift and are off of work due to vacation, holidays, or paid sick leave.
- Applicable shift differential premiums will be paid to rotating shift employees when they are scheduled to work a night or evening shift and are off of work due to vacation, holidays, or paid sick leave.

Part-time fixed and rotating shift employees will be paid the applicable evening shift premium for time worked between 5:00 p.m. and 10:00 p.m. and the applicable night shift premium for time worked between 10:00 p.m. and 6:00 a.m.

Applicable shift differential premiums will be paid to fixed and rotating shift part-time employees when they are scheduled to work a night or evening shift (or some portion thereof) and are off of work due to vacation, holidays, or paid sick leave.

Section 22.4 - Creating New Shifts

Should the Company determine that new or additional shift schedules are needed to meet its business needs, it will meet with the Union for the purpose of discussing all pertinent supporting information. After the review of all information submitted by the Company supporting its contention that additional or new shifts are needed, the Union will agree to such new schedules.

Section 22.5 - Staffing in Different Shift Windows

1. Fixed Shifts

- A. Most senior employees who volunteer within the work group at that location.
- B. If not enough employees volunteer at that location, the posting procedure will apply.

2. Rotating Shifts

The new shift will be included in the rotating shift schedule.

Section 22.6 - Schedule Changes

1. Day & Fixed Shift Employees

A. Within the Shift Window

- (1) The Company may temporarily change the start time of an employee's basic schedule by up to two (2) hours for the purpose of providing short-term absence relief, to schedule attendance at safety or informational meetings, or for training and its associated testing. Schedule changes will be kept to a minimum consistent with the business needs of the Company. If the employee's schedule is changed with less than forty-eight (48) hours' notice in advance of the start time of the changed schedule, the employee will be paid at the rate of time and one-half (or double time on Sundays and holidays) for all hours worked outside his/her normal schedule until the notice requirement is met.
- (2) The Company may change the start time of an employee's basic schedule for reasons other than those specified in Item 1.A.(1) above. These changes, however, are expected to be more permanent in nature or for long duration projects. Whenever possible, the employee will be given at least seven (7) calendar days' notice of such a change in schedule. If the employee's schedule is changed with less than seven (7) calendar days' notice in advance of the start of the changed schedule, the employee will be paid at the rate of time and one-half (or double time for Sundays and holidays) for all hours worked until the notice requirement is met.

Staffing of new or additional schedules will be as follows:

1. Most senior employees who volunteer within the work group at that location.
2. If not enough employees volunteer from within the work group at that location,
 - (a) The most junior employees will be assigned in cases where there is no change in the total number of employees in the shift window.
 - (b) Vacancies for the new schedule will be posted in cases where those vacancies represent an increase in the total number of employees in the shift window.

B. Outside the Shift Window

If an employee is classified in an occupation with established schedules in more than one shift window, the Company may temporarily change the employee's basic schedule to fall within a shift window other than the employee's normal shift window. Such schedule changes may occur to address peak workload situations, training and its associated testing, or in connection with special projects, and will be kept to a minimum consistent with the business needs of the Company. If the employee's schedule is changed with less than ten (10) calendar days' notice in advance of the start time of the changed schedule, the employee will be paid at the rate of time and one-half (double time on Sundays and holidays) for all hours worked until the notice requirement is met.

2. Rotating Shift Employees

The following provisions include changes which occur within the shift windows and changes which occur outside of the shift windows.

- A. The Company may temporarily change the start time of a rotating shift employee's basic schedule by up to one (1) hour within the respective shift window for the purpose of providing temporary absence relief, to schedule attendance at safety or informational meetings, or for training and its associated testing. Schedule changes will be kept to a minimum consistent with the business needs of the Company. If the employee's schedule is changed with less than twenty-four (24) hours' notice in advance of the start of the changed schedule, the employee will be paid at the rate of time and one-half (double time on Sundays and holidays) for all hours worked outside his/her normal schedule until the notice requirement is met.
- B. The Company may change the start time of a rotating shift employee's basic schedule in the event the business needs of the Company require a permanent change in the schedule. The Company may also change a rotating shift employee's basic scheduled shift to a different established shift in either the same or a different shift window to provide temporary absence relief or to accommodate job interviews, testing, or training schedules. Whenever possible, the employee will be given at least ten (10) calendar days' notice of such change in schedule. If

the employee's schedule is changed with less than ten (10) calendar days' notice in advance of the start of the changed schedule, the employee will be paid at the rate of time and one-half (double time on Sundays and holidays) for all hours worked until the notice requirement is met.

3. Penalty payments specified in this section shall not apply where the schedule changes are made at the request of the employees themselves nor shall it apply for changing the schedule of an employee who has been temporarily working another shift to go back to his/her own normal schedule, it shall not apply for any changes in schedules of employees attending training programs, interviews, etc.

Section 22.7 - Voluntary Schedule Changes

An employee may voluntarily change his/her basic schedule; however, the changed basic schedule must begin and end in the employee's normal shift window. Such voluntary schedule changes must be approved by the supervisor and the Union steward in advance of the changed schedule. Rotating or fixed shift employees may voluntarily trade shifts on a temporary basis with supervisory approval in advance of the traded shift. Employees on alternative work schedules may also voluntarily change their schedule, with advance supervisory and Union steward approval, including the days in which they are scheduled, so long as such changed schedule is otherwise in accordance with the Alternative Work Schedule letter agreement provisions.

Section 22.8 - Makeup Time

An employee may voluntarily work "makeup" time for an unpaid personal absence during the same calendar week with the approval of the supervisor and notification to the steward. Makeup time is worked within the employee's scheduled shift window and normal scheduled calendar days for a given calendar week to offset basic scheduled hours not worked in the same week that otherwise would be treated as unpaid personal absence. The use of makeup time must be requested and approved prior to any time outside of basic scheduled hours actually being worked. Makeup time is paid at straight-time rates, including any shift premium applicable to the hours/shift missed, and may only be scheduled on one or more regularly scheduled workdays, during the basic scheduled work week.

NOTE: Employees can make up time before the start of their shift, at the end of their shift, or during their unpaid lunch period.

Section 22.9 - Lost Basic Scheduled Hours

If an employee is sent home during basic scheduled hours in order that he/she be available to engage in work outside basic scheduled hours, the employee shall be paid at the regular straight time rate for basic scheduled hours which are lost thereby.

Section 22.10 - Exceptions to Basic Work Schedules

Certain exceptions to the applicable basic work schedule definitions, schedule changes, and associated penalty payments have been agreed to and are provided for in the Letter Agreement dated November 8, 2004. They include employees in the following work groups/occupations:

1. Forty (40) hour-per-week employees, including Meter Readers, employees in Food Services, and certain employees whose primary responsibilities include field customer contact work.
2. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act, including Right-of-Way Agents.
3. Custodians and Maintenance Workers.
4. Day shift employees headquartered at the Point Beach Nuclear Plant temporarily assigned to an evening or night shift.
5. Employees who are assigned to the Point Beach Nuclear Plant during refueling outages.
6. Hydro Maintenance Mechanics.
7. Computer Instrument Technicians, Results Technicians and Environmental Technicians who are temporarily assigned to work outside of the day shift window.
8. Computer Instrument Technicians who voluntarily work outside of the day shift window.
9. Hydro Plant Operators at the Appleton Hydro Plant.
10. Materials Specialists.
11. Customer Consultants - Inbound, EIP Specialists, Customer Consultants - Bilingual, and Telecollectors.
12. Help Desk/Network Services.
13. Industrial Engineering Technicians.
14. Alternative Work Schedule agreements that have been agreed to by the Company and the Union will continue to apply.
15. Materials Specialists - Fossil Operations.

Section 22.11 - Sixth/Seventh Starts

In the event an employee's basic work schedule covers six (6) days within the calendar week, the payment for those basic scheduled hours worked on the sixth day shall be at the rate of time and one-half rather than at straight time. A seventh start will be paid at double time rates.

Section 22.12 - Sunday Premium

Time and one-quarter of an employee's hourly wage rate shall be paid for all basic scheduled straight time Sunday work.

Section 22.13 - Non-Basic Scheduled Work (Overtime Work)

1. The Company may require such reasonable overtime work as is made necessary by the exigencies of the business. Except as otherwise provided, time worked outside of the basic scheduled hours as defined in Section 22.1 shall be paid at the rate of time and one-half (double time on Sundays and holidays) for all hours worked in excess of eight (8) per day and for all hours worked in excess of forty (40) per week. For an employee who is assigned to other than a Monday through Friday basic work schedule, overtime pay at the double time rate shall apply when such employee works on his/her second basic scheduled day off in a calendar week provided neither of the basic scheduled days off in that calendar week is a Sunday.

All employees whose basic schedule is forty (40) hours per week, as provided in Section 22.10 (such as Meter Readers, etc.) shall be paid time and one-half (double time on Sundays and holidays) for all hours worked in excess of forty (40) per week.

2. Employees on part-time or irregular schedules classified in occupations where overtime is paid after eight (8) hours of work per day who are released from work and are required to return to work will be paid time and one-half for all hours worked following their return.

Employees on part-time or irregular schedules classified in occupations where overtime is paid after eight (8) hours of work per day will be paid at the applicable overtime rate for time worked in excess of eight (8) consecutive hours per day.

Employees on part-time or irregular schedules classified in occupations where overtime is paid after forty (40) hours per week will be paid at the applicable overtime rate for time worked in excess of forty (40) hours per week.

3. Employees are not normally expected to be contacted at home off-duty unless there is an emergency or urgent question. When called at home, employees are paid at the appropriate overtime rate for the time spent answering the questions on the phone (using the current timekeeping practice based on tenths of an hour) unless the call is diminimus (i.e., a call of less than five minutes, such as to discuss cancelling an overtime assignment or clarifying where a misplaced piece of equipment is located). In any event, calls should be kept to a minimum.

Section 22.14 - Distribution of Overtime

The distribution of overtime within a given work group shall be determined by agreement between the employees, Union steward, and supervision of such work group, subject to the approval of appropriate Company representatives and Union officials. Available overtime in any group shall be distributed as evenly as practicable. The Company will continue to provide overtime lists in accordance with past practice.

Section 22.15 - Notice of Scheduled Overtime & Cancellation

Where practicable, employees shall be notified of scheduled overtime work at least sixteen (16) hours in advance of such work. If such scheduled overtime work is cancelled after the employee reports for such work, he/she shall be guaranteed a minimum of two (2) hours' pay at the rate of

time and one-half (double time on Sundays and holidays). If such scheduled overtime work is cancelled with less than eight (8) hours' notice before the employee reports for such work, such employee shall receive a cancellation premium of two (2) hours' pay at his/her straight time rate.

If, during a basic scheduled workday, an employee is asked to work overtime following his/her shift and such overtime is subsequently cancelled before the basic scheduled shift is over, overtime cancellation premiums do not apply.

NOTE: Shift premium payments are not applicable when overtime is cancelled.

Section 22.16 - Shift Premium for Overtime Hours Worked

When a rotating shift employee who is eligible to receive a shift differential works overtime hours, the shift differential, if any, applicable to that period of time worked as overtime shall be added to the basic wage rate when computing premium pay for such overtime work.

When a fixed shift employee who is eligible to receive a shift differential works overtime and such overtime hours are continuous with the basic scheduled hours, the shift differential, if any, applicable to the basic scheduled hours shall be added to the basic wage rate when computing premium pay for such overtime work. Overtime hours worked that are not contiguous with basic scheduled hours are not eligible for shift premium.

NOTE: Shift premium payment for overtime hours worked at the Point Beach Nuclear Plant is described in Section 30.5.

Section 22.17 - Call-Out/Call-Back

Call-out is defined as less than sixteen (16) hours' notice prior to the start of the assignment. A minimum of two (2) hours' pay at time and one-half (double time for Sundays and holidays) shall be allowed to all employees who are called back to work after having been released from their regular day's work, or who are called more than one (1) hour prior to the start of their regular day, except that such minimum shall not again be paid for subsequent call-backs unless there is a lapse of two (2) hours or more from the starting time of the previous call-back.

Employees who are called back more than one (1) hour but less than two (2) hours prior to the start of the regular workday, will be paid the premium rate into the basic scheduled day until they have reached the two (2) hour minimum at premium rates. Paid travel time counts toward the two (2) hour minimum. Hourly paid employees called back to work shall be considered available for duty for two (2) hours following such call-back even though released from duty within the call-back period. Call-back duty is not to include standby "on duty employees." These employees when called out, shall be paid for the actual time traveling and on duty (as distinguished from the minimum of two (2) hours).

An employee called back to work who is subsequently contacted and informed the assignment is cancelled prior to being en route shall be paid at appropriate overtime rates for the time between the two calls, to a maximum of two (2) hours (time between calls of five (5) minutes or less will not be paid).

When an employee is called out for emergency work preceding the regular working day, and such work amounts to four (4) or more hours prior to the start of and is continuous with the regular working day, time and one-half the basic straight time rates shall be paid to that employee for all time worked continuously until the emergency has ended, even if there is a change in assignment.

Section 22.18 - Premium Rest

1. Following eight (8) continuous hours off duty, an employee shall not be required or permitted to work longer than sixteen (16) consecutive hours without specific supervisory approval, with an absolute maximum of eighteen (18) consecutive hours (so long as the employee is within applicable legal requirements). After such a work period, the employee shall be afforded eight (8) continuous hours off duty. Furthermore, an employee who has not had eight (8) continuous hours off duty and whose total on-duty hours accumulate to sixteen (16) hours, maximum of eighteen (18), within a twenty-four (24) hour period, shall be afforded eight (8) continuous hours off duty. Such employee shall be paid for any portion of the off-duty period which falls within his/her normally scheduled work hours. An employee who is restricted for any period of normally scheduled work hours by any other similar rule or regulation shall be paid for such period.

Employees holding a Company-required CDL license cannot drive a commercial motor vehicle after having reached their maximum weekly on-duty hours under applicable law. Such employees shall be relieved of duty and shall not be accommodated regardless of whether this occurs on a basic scheduled workday or during an overtime assignment.

2. Call-Out

When an employee has worked a minimum of four (4) hours within the twelve (12) hour period immediately preceding his/her normally scheduled workday and any portion of the hours worked within the twelve (12) hour period was a result of a call-out, the employee, after such work period, shall be afforded eight (8) continuous hours off duty. Such employee shall be paid at straight time rates for any portion of the off-duty period which falls within his/her normally scheduled work hours. Subject to Item 1 above, the supervisor and employee may mutually agree that in lieu of taking premium rest, the employee may work basic scheduled hours that fall within the eight (8) hour rest period at the rate of time and one-half. Any remaining basic scheduled hours will be paid at straight time rates.

Scheduled Overtime

For scheduled overtime assignments, an employee must work a minimum of five (5) hours within the twelve (12) hour period immediately preceding his/her normally scheduled workday in order to qualify for premium rest. Subject to Item 1 above, employees accepting scheduled overtime assignments will be expected to work until the completion of that assignment. Such employee shall be paid at straight time rates for any portion of the off-duty period which falls within his/her normally scheduled work hours.

Subject to Item 1 above, the supervisor and the employee may mutually agree that in lieu of taking premium rest, the employee may work basic scheduled hours that would fall

within the eight (8) hour rest period at the rate of time and one-half. Any remaining scheduled hours will be paid at straight time rates.

3. Employees will be expected to return for the remainder of their normal scheduled workday following the eight (8) continuous hours off duty unless otherwise agreed to by the employee and the supervisor. At the employee's option, with supervisory approval, vacation can be used to cover the balance of the workday.
4. As an exception to Item 2 above, premium rest shall not apply if an employee has had a minimum of eight (8) continuous hours off duty prior to working four (4) or less hours contiguous with his/her normally scheduled work hours.

In situations where an employee is required to report to work four (4) hours prior to the start of his/her shift to cover for the absence of another employee, the travel time paid under Section 22.19 (if applicable) does not count as work hours.

5. Exceptions to Items 1 and 2 above (caused by catastrophic storms, etc.) will be permitted by mutual agreement between a designated officer or business representative of the Union and the appropriate Company representative.

Section 22.19 - Travel Allowances for Work Outside of Scheduled Hours

Employees required to report for work outside of basic scheduled hours where notice of such overtime work was not given at least sixteen (16) hours in advance shall be paid at the rate of time and one-half (double time on Sundays and holidays) for the time required to travel from their home to work and return to their home. (Where the employee is directed to report to work as soon as possible and responds accordingly, travel time plus up to an additional twenty (20) minutes from his/her home to work will be paid from the time of the call.) In addition to such travel payment, the employee will receive reimbursement for personal vehicle mileage driven, if applicable, under the Personal Motor Vehicle Expense Reimbursement Plan. If such overtime work immediately precedes and is contiguous with the regular scheduled workday or shift, such travel allowance shall be limited to travel time and mileage (if applicable) from home to the job. Overtime work contiguous with and following the regular scheduled workday or shift shall not qualify for payment of such travel allowance.

Section 22.20 - No Pyramiding

Premium payments provided in this Agreement shall not result in duplicate or pyramiding payments.

Section 22.21 - Standby

Employees on standby status are on-duty employees subject to call for a designated period of time and shall be paid at one-half the basic straight time rate for such duty. Standby employees called out to perform actual work shall be paid at the prevailing overtime rate for all time worked, including travel time from their home to the job and return in accordance with Section 22.19. Standby pay will not be paid in addition to overtime pay.

If an employee is given an out-of-town assignment and required during "off-duty" periods to remain fit-for-duty, available at the hotel room location, and respond to all calls, standby provisions will apply.

Section 22.22 – On-Call

Employees in the following occupations are subject to the weekly on-call provisions listed below: Line Mechanic, Leading Line Mechanic, Line Crew Leader, Troubleshooter, Service Fitter, Distribution Fitter, Distribution Leader, Distribution/Service Fitter, Ldg. Distribution/Service Fitter, Utility Employee 1, Utility Employee 2, and Lead Distribution Employee.

1. Compensation

On-call duty will be paid at the current straight time rate for each day of on-call duty based on the following formula:

<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>
2 Hours	2 Hours	2 Hours	3 Hours	3 Hours	2 Hours	2 Hours

NOTE: Two (2) additional hours at the current straight time rate will be paid for each holiday of on-call duty.

On-call duty pay is in addition to the overtime pay when called to duty.

2. Mechanics

- a. Employees assigned to weekly on-call duty are considered "first responders;" however, the Company may call out other employees in addition to, as determined necessary by the Company.
- b. The complement of occupations/employees needed shall be determined by the Company, as well as the headquarters locations to which on-call duty shall apply.
- c. On-call duty will be assigned in one (1) week intervals and will be rotated as equitably as possible to employees considered by the Company to be qualified for on-call duty. No employee will be scheduled for on-call duty for two (2) weeks in a row.
- d. A yearly or seasonal schedule will be developed for the affected response groups that is mutually agreed upon between Union and manager designees each December for the following year. Changes or additions to the schedule may occur due to business necessity, such as staffing changes or organization changes.
- e. Individuals may trade on-call on a daily or weekly basis. These trades will not be considered as scheduled. Daily trades will be on a full-day basis only. Individuals on-call will be responsible to find their own trade and must obtain supervisory approval with at least forty-eight (48) hours' notice prior to the assignment.
- f. In cases where an employee is unavailable for on-call duty on a given day due to illness or medical emergencies or due to regulatory hours of service requirements, the employee shall notify supervision. In these cases, overtime call-out procedures will be followed should the Company determine that a replacement for

on-call is necessary for the days in question. Replacement duty will be paid at the appropriate daily schedule. These assignments will not be considered as scheduled.

- g. Each work group at a particular location will be responsible for its on-call. There may be cases where, due to the size of the work group at a location, the Company may combine locations when assigning weekly on-call duty.
- h. Contact procedure: call to home, page, cell phone as agreed to by the Company and employee.
- i. The responder will call back within ten (10) minutes from receiving the contact and be en route within a reasonable amount of time, normally expected to be within twenty (20) minutes of the initial contact.
- j. Employees assigned to on-call duty may be required to take home a Company vehicle or pick up a Company vehicle at a Company-designated location. In order to facilitate faster response time, reasonable use of a Company vehicle for personal commuting is permitted by an employee on-call within thirty (30) driving miles of the employee's headquarters (crossroads location in Iron Range) or within the employee's assigned service territory, so long as the employee is the sole occupant of the vehicle. Such use is restricted, however, in situations that may place the Company's image in jeopardy (e.g., parking at a tavern, adult store, etc.) or for personal hauling or performing personal work.
- k. The responder must remain fit-for-duty as defined by Company policy.
- l. Issue resolution will be by the appropriate Union and Company designees as promptly as possible.

ARTICLE XXIII - STEP-UP

(Letter covering step-up for Secretary/Executive Assistant and step-up interpretations are listed in the Appendix at the back of this Labor Agreement.)

Section 23.1

Step-up will be paid when employees are assigned for one (1) or more hours to a job with a maximum rate higher than is applicable for the person's regular occupation and/or when the lowest rate of a job is higher than the employee's regular hourly wage rate. In either event, the employee will be placed on the lowest wage rate of the step-up occupation that provides a minimum increase of fifteen cents (\$.15) per hour over the employee's regular hourly rate.

Assignment of step-up will be made to the most senior qualified employee at the assignment location, except that variations to the application of step-up will be applied as agreed upon by the proper Union and Company representatives.

Section 23.2

In situations where absent employees are not expected to return to work (due to retirement, death, promotion, termination, etc.), step-up shall be limited to ninety (90) calendar days. After that time, a notice of job vacancy will be posted and filled in the usual fashion.

In situations where absent employees are expected to return to work (following recovery from illness, return from committee assignment, etc.), step-up may continue beyond ninety (90) calendar days upon mutual agreement of appropriate Company and Union representatives.

Section 23.3

The total hours of work, including overtime, in the higher occupation shall be accumulated for use by the Company in determining when the employee will be progressed to a higher wage step in the temporary occupation; the Normal Time Intervals applicable to wage steps of such higher occupation shall be considered in making such determination.

Whenever an occupational wage schedule does not have clearly defined time intervals between wage steps, the employee shall be advanced to the next higher wage step upon accumulation of 1,960 step-up hours in the step-up occupation.

Section 23.4

Any employee assigned to step-up shall be paid his/her basic hourly wage rate for all paid absent time. However, at the end of each calendar year, the Company will identify those employees, if any, who have accumulated 800 hours or more of step-up in a single occupation during the twelve (12) month period ending November 30. For such employees, paid absent time associated with vacation, holidays, and sick and excused absence during such period will be paid at the appropriate hourly step-up wage rate. Such payment will be made retroactively, based upon the difference between the hourly step-up and basic wage rates.

Section 23.5

When employees are temporarily transferred from the occupation in which they are regularly employed to other occupations paying lower wages, they shall suffer no wage reduction.

ARTICLE XXIV - MEAL ALLOWANCE

Section 24.1

1. Employees whose basic schedule is eight (8) hours/day and five (5) days/week who are required to work overtime with less than sixteen (16) hours' notice will be paid a meal expense allowance of ten dollars (\$10.00) under the following circumstances (no more than one (1) payment will be made for the same overtime hours worked).
 - A. Upon working two (2) consecutive hours of overtime immediately following and contiguous with the basic scheduled workday; or
 - B. Upon working four (4) consecutive hours of overtime outside of and not contiguous with basic scheduled hours when called out to report to work with less than sixteen (16) hours' advance notice; or
 - C. Upon working two (2) consecutive hours of overtime immediately preceding and contiguous with the basic scheduled workday; or

- D. Upon working overtime immediately preceding and immediately following the basic scheduled workday where such overtime is contiguous with the basic scheduled workday and where the combined total of such overtime is two (2) or more but less than four (4) hours. (If the period of contiguous overtime either before or after basic scheduled hours equals or exceeds two hours, the provisions of Item A and/or C rather than this item apply.)

Should continuous overtime work occur beyond any of the circumstances noted in Items A through C above, an additional meal expense allowance of one dollar and fifty cents (\$1.50) per hour will be paid for each full hour of overtime worked beyond the initial qualification periods specified above.

- 2. Employees whose basic schedule is eight (8) hours/day and five (5) days/week who are required to work overtime with at least sixteen (16) hours' notice will be paid a meal expense allowance of five dollars (\$5.00) under the following circumstances (no more than one (1) payment will be made for the same overtime hours worked).

- A. Upon working two (2) consecutive hours of overtime immediately following and contiguous with the basic scheduled workday; or
- B. Upon working ten (10) consecutive hours of overtime on a non-scheduled workday for which notice to work was given sixteen (16) or more hours in advance; or
- C. Upon working two (2) consecutive hours of overtime immediately preceding and contiguous with the basic scheduled workday; or
- D. Upon working overtime immediately preceding and immediately following the basic scheduled workday where such overtime is contiguous with the basic scheduled workday and where the combined total of such overtime is two (2) or more but less than four (4) hours. (If the period of contiguous overtime either before or after basic scheduled hours equals or exceeds two hours, the provisions of Item A and/or C rather than this item apply.)

Should continuous overtime work occur beyond any of the circumstances noted in Items A through C above, an additional meal expense allowance of one dollar and fifty cents (\$1.50) per hour will be paid for each full hour of overtime worked beyond the initial qualification periods specified above.

- 3. Any time following a release from work (including time out for meals) for which no wage payment is made, that results in an interruption of one (1) hour or less between overtime assignments or between an overtime assignment and the basic scheduled workday, will not serve as a break in continuity insofar as the application of these meal expense allowance rules is concerned, the release time being bridged (not counted) in the determination of the allowance.

NOTE: Part-time employees who are eligible for overtime after eight (8) hours/day will be paid a meal expense allowance on the same basis as employees whose basic schedule is eight (8) hours and five (5) days/week.

4. Employees who have a standard work week of forty (40) hours shall be paid a meal expense allowance of ten dollars (\$10.00) upon working two (2) hours of overtime in a calendar week. An additional meal expense allowance of one dollar and fifty cents (\$1.50) will be paid for each additional full hour of overtime worked during the same calendar week. Right-of-Way Agents will be paid a meal expense allowance of ten dollars (\$10.00) upon working forty-two (42) hours in a calendar week. An additional meal expense allowance of one dollar and fifty cents (\$1.50) will be paid for each additional full hour of time worked beyond forty-two (42) hours in a calendar week.

NOTE: Part-time employees who are only eligible for overtime after forty (40) hours/week will be paid a meal expense allowance on the same basis as employees whose basic schedule is forty (40) hours/week.

5. Employees will not be paid for the time required for meals except where it is imperative that they remain at work.
6. A meal expense allowance will not be paid when a meal is furnished and paid for by the Company or where an employee receives a meal expense reimbursement from the Company.

ARTICLE XXV - WORKING CONDITIONS

Section 25.1 - Safety Rules

The Company agrees that it will afford the Union an opportunity to review and comment upon any new or revised safety rule prior to the effective date of such rule. At the Union's request, the Company will discuss such new or revised rule with Union representatives. If the Company adopts a safety rule to which the Union objects, it may appeal the adoption of such rule to the President of the Company (or designated representative). A hearing will be held promptly and a decision issued within thirty (30) days (or mutual extension thereof) from the date of the Union's appeal.

If the matter is not satisfactorily resolved by such decision, the Union may, but only within thirty (30) days from the receipt of such decision, appeal the matter to an arbitrator pursuant to the terms of Section 17.1 and the decision of such arbitrator shall be binding upon the parties. The parties agree to select the arbitrator and to hold the hearing as soon as practicable. The jurisdiction of the arbitrator shall be limited to determining whether the new or revised safety rule as placed in effect is unreasonable or unsafe. If the arbitrator shall find that such new or revised safety rule is reasonable and safe, it shall uphold the rule and the rule will remain in effect. If the arbitrator shall determine that the rule is unreasonable or unsafe, it shall set the rule aside.

Section 25.2 - Safety Study Committee

For the mutual benefit of both the employees and the Company, the Company and the Union agree to cooperate in the promotion of safety among all employees. To this end there shall be a Health & Safety Study Committee which shall meet at agreed upon intervals to study and make suggestions with respect to safety and accident prevention. The Company and the Union shall agree to the composition of the Health & Safety Study Committee. Union-appointed members of the committee shall lose no pay for basic scheduled hours as a result of attending scheduled meetings of the committee.

Section 25.3 - Safety Shoes

In consideration of the Company's Mandatory Foot Protection Program, the Company and the Union strongly prefer and encourage that designated employees required to utilize foot protection provide themselves with safety shoes that provide ankle support (i.e., a laced boot) as well as ankle protection.

Each employee required to utilize foot protection will be reimbursed by the Company for one-third (1/3) the cost of safety shoe purchases up to a maximum of fifty dollars (\$50.00) in any calendar year period. New employees hired into an occupation requiring foot protection will continue to be required to provide approved safety shoes, without reimbursement for the first pair, as a condition of employment.

Section 25.4 - Equipment Furnished by the Company

The Company shall furnish rubber gloves, rubber sleeves, rubber boots, rubber blankets, and other protective devices necessary to guard or protect employees from live equipment. The Company will also furnish work gloves as provided in the Safety Manual. Employees who must work (excluding travel to or from and between jobs) outside during inclement weather will be provided necessary rubber clothing for the work they are required to do. Employees whose work requires the use of climbers, safety belts, and safety straps, individually or all three, shall initially provide themselves with such equipment in approved condition and in compliance with provisions of Company standards for such equipment. Employees shall regularly inspect their climbers, safety belts, and straps and take proper care to see that they are always in safe and useful working condition. The Company will, at the request of employees or their supervisors, perform such maintenance work on climbers, safety belts, or safety straps or replace them as is necessary to maintain them in proper working condition.

Section 25.5 - Uniforms

1. An employee entering an occupation where a uniform is required will be provided a set of uniforms at no cost to the employee. The complement of clothing for a specific occupation will be as mutually agreed between the Company and the Union.
2. Approved corporate emblems are mandatory on all items.
3. The required uniform may only be purchased from the Company-selected vendor. All items ordered must be worn by the employee placing the order. Reimbursement will only be given for orders placed with the approved vendor.

4. After the initial set of uniforms, as discussed in Item 1 above, the Company shall pay 75% of an employee's uniform orders for replacement components (a yearly maximum payment of two hundred dollars (\$200.00) plus tax will be paid). The employee is responsible for the remainder of the order.
5. The employee is responsible to maintain uniform quantities that ensure the wearing of an acceptably clean uniform for each working day.
6. Payment of the employee portion of an order may be done through a payroll deduction.

Section 25.6 - Inclement Weather

The Company will not require employees covered by this Agreement to work outdoors during heavy and severe storms or during exceptionally cold weather unless such work is necessary in order to protect life or property or to maintain service to the public. When in doubt, an attempt to work by actual trial shall determine whether continued working outdoors is unreasonable. When weather conditions make working outdoors unreasonable, the employees will be assigned to do other work indoors so that there will be no lost time for said employees due to such inclement weather during basic scheduled working hours.

ARTICLE XXVI - SICK LEAVE & PAID EXCUSED ABSENCES

Section 26.1 - Sick Leave

Absence of regular employees from duty due to illness or other excused cause, as covered by Section 26.2, shall be permitted without deductions from wages only under the following regulations. Employees may not take time off without pay due to illness or other specified excused causes if allowance is available.

1. There shall be no allowance during the first calendar year (ending on the last day of December) of continuous employment.
2. Effective the first day of January of the year following employment and up to ten (10) years of continuous employment, a total of eight (8) days (64 hours) absences shall be allowed in any calendar year, exclusive of the vacation period. Effective the first day of January in the year of the tenth (10th) anniversary of continuous employment, a total of ten (10) days (80 hours) absences shall be allowed in any calendar year, exclusive of the vacation period.
3. Should the allowable absence not be used in any calendar year, the unused portion will be accumulated and added to the unused allowances of following years.
4. If at the beginning of the preceding year an employee had an accumulated allowance equal to thirty (30) days (240 hours) or more, and continued or repeated absences within the past year consumed one-half or more of the said accumulated allowance, then the accumulated allowance to be established at the beginning of the current calendar year (if the employee is still in service), exclusive of the additional days allowed for the new year,

shall be an amount equal to not less than one-half of the said accumulated total allowance at the beginning of the preceding year.

5. Accumulated unused absence allowance in excess of one hundred seventy (170) days will be paid at 100% of an employee's wage rate effective on retirement or resignation. No payout of unused absence will be made if an employee is terminated for cause.
6. Absence of regular employees from duty due to a disabling injury not sustained on Company work nor in gainful employment outside the Company shall be subject to the rules governing absence due to illness. No pay or sick leave is allowable for absences of employees due to injuries sustained while in gainful employment outside the Company.

In case of absence of an employee due to a disabling injury sustained on Company work, which is compensable under the Worker's Compensation Act, such employee will be paid the difference between what he/she would receive if paid under the Sick Leave Plan and the amount he/she receives under the provisions of the Worker's Compensation Act. It is never paid in addition to excused absence, holiday, or vacation pay on the same day. The maximum number of hours payable under this provision for a single such injury case shall be 320 hours and will not be charged against his/her allowable sick leave. As an exception to the 320-hour maximum stated above, for an employee with twenty (20) or more years of completed Company service at the time of such injury, the maximum number of hours payable under this provision shall be 400 hours.

Any employee of the Company covered by this Agreement who is injured while on duty shall be entitled, upon recovery, to his/her former position with full seniority rights, provided such employee is physically qualified to return to work, and provided the accident was not due to gross carelessness on his/her part. It is understood that in case of the return of such an employee, other employees will consent to such demotions as necessary to make room for the returning employee.

7. Absences due to disabling off-duty injuries (except injuries sustained in gainful employment outside the Company) shall be added to absences due to illness so that the maximum number of days for which wage or salary is paid shall not exceed the number provided for in Section 26.1, Items 1, 2, or 3.
8. The following types of absence due to disabling injuries sustained on Company work, but not compensable under the Worker's Compensation Act, will normally be paid without charging them against an employee's allowable sick leave:
 - A. Partial day of absence on day of injury.
 - B. All or part of the first three (3) days following injury if total absence is for seven (7) days or less. (WISCONSIN)

All or part of the first seven (7) days following injury if total absence is for fourteen (14) days or less. (MICHIGAN)

- C. Visits to a doctor, curative workshop, or other rehabilitation facilities resulting from injuries sustained on Company work where such visits require partial day absences.
- 9. Sick leave allowance to which an employee is entitled shall be available for use when the employee works partial days (on Company medical representative's orders) while recovering from illness or off-duty injury.
- 10. Sick leave pay is never allowed in addition to excused absence, vacation, or holiday pay on the same day.

Section 26.2 - Excused Absences

Allowable paid excused absences, covered by Section 26.1, are as follows:

- 1. Employee doctor appointments, including normal time necessary to travel to and from the job site or headquarters and the doctor's office. Individual doctor visits (including normal travel time) that require one (1) hour or less of lost work time at the beginning of the normal basic scheduled day and/or one (1) hour or less of lost time at the end of the normal basic scheduled day will be absorbed in working time. Doctors visits will only be approved and paid (or absorbed in working time) upon verification provided to the employee's supervisor of the doctor's appointment. The employee shall report to and work at the job site or headquarters during the workday involved to be eligible for the excused absence allowance.
- 2. A maximum of three (3) days will be allowed in each case of birth or adoption of an employee's child.
- 3. A maximum of five (5) days will be allowed in each case of death of an employee's husband, wife, child, father, or mother.
- 4. A maximum of three (3) days will be allowed in each case of death of the employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, or grandchild. "Step" relationships will be treated as "in-law" relationships for the purpose of this allowance.
- 5. A maximum of three (3) days' absence in any calendar year will be paid in cases of absence due to illness in the employee's family.

Section 26.3

Any of the circumstances mentioned in the Excused Absence Plan do not by themselves justify excused absence. The individual employee is entitled to excused absences only (1) when the need for absence is bona fide due to any of the designated causes and (2) when he/she would otherwise lose normal base pay for a scheduled workday. For example, absence from work outside of basic scheduled hours would not qualify for excused absence pay; neither would absence claimed for death of a relative unless the employee used the absence to make arrangements, attend the funeral or burial (including necessary travel), handle estate matters following the burial, and/or handle other obligations related to the death.

In addition, excused absence pay is never allowed in addition to sick, vacation, or holiday pay on the same day. Excused absence is allowed in addition to holiday pay only in the case of death in the family or birth of a child, and only to those employees scheduled to work on a holiday.

Section 26.4

The wage payable for the allowed absences due to sickness or other excused cause, as set forth above, shall be at the rate of eight (8) hours per day computed at the rate set forth in the Labor Agreement for the employee's occupation.

Section 26.5

Part-time employees classified as regular employees shall have sick leave and excused absence benefits as outlined in Sections 26.1 and 26.2 except that their magnitude shall be based on the previous year's actual hours paid.

Section 26.6

Nothing in the above provisions for paid sick leave or excused absence shall prevent an appropriate Company representative from permitting absences for other reasonable causes without pay.

Section 26.7

All absences in excess of the above, or for reasons other than illness or other excused cause, shall be noted on payroll records and employees shall not be paid for such absent time.

Section 26.8

Effective January 1, 2005, employees will be required to use all available sick allowance, designated excused absence allowance, and one-half of available vacation days (up to ten (10) days in a calendar year) during designated Federal Family and Medical Leave (FML) once State FML is depleted, in the following order:

- Medical Leave – Sick allowance, one-half of available vacation days (up to ten (10) days in a calendar year);
- Caretaking Leave – Illness-in-family allowance, one-half of available vacation days (up to ten (10) days in a calendar year);
- Parental Leave – Birth/adoption-of-child allowance, one-half of available vacation days (up to ten (10) days in a calendar year).

Employees who are paid excused absence due to birth/adoption-of-child shall have such days designated as Federal FML once State FML is depleted. Employees who are paid excused absence due to illness-in-family that meets the criteria of a serious health condition shall have such days designated as Federal FML once State FML is depleted.

Section 26.9

Employees who fail to report to work for five (5) consecutive scheduled workdays and make absolutely no contact with their supervisor (or management designee) will be considered to have abandoned their job and will be terminated if there is not a bona fide emergency for a lack of such contact.

Section 26.10

A maximum of sixty (60) days leave-of-absence may be granted to employees for reasons other than illness and recuperation therefrom with the written approval of the appropriate Company representative, provided they can be spared from duty.

Such leave-of-absence may be extended to six (6) months with the written approval of the appropriate Company representative, and while on such leave-of-absence, employees shall not be deemed to have forfeited their seniority rights. In cases of absence of over sixty (60) days, employees shall be permitted to return to work if they are physically qualified to do so. If employees remain away for more than six (6) months, or if they accept employment elsewhere without sanction of the Company, their employment with the Company shall be deemed to have terminated. Nothing herein shall be construed as limiting the provisions of Article IX, "Union Business," of this Agreement.

NOTE: Existing policy and practices regarding educational, military and other special leaves-of-absence apply to all regular employees.

Section 26.11

When an employee is required to use his/her personal motor vehicle to travel to obtain a medical release from a Company-designated medical representative, prior to return to work following an absence because of a non-occupational illness or an off-duty injury, such employee will be paid mileage reimbursement for all round trip miles driven under the applicable Personal Motor Vehicle Expense Reimbursement Plan provided for in Section 29.1 of this Agreement. Such reimbursement will be paid only under the circumstances described herein and is the only payment which will be made under such circumstances. Reimbursement will be made only for the actual round trip miles driven between the employee's home and the Company-designated medical representative's office. An employee is not considered to have returned to work under such circumstances until such time as he/she has been certified by a Company medical representative as physically qualified to return to work and actually reports to his/her assigned headquarters at the time directed.

ARTICLE XXVII - VACATIONS

Section 27.1 - Vacation Eligibility

Employees are not eligible for vacation within their first calendar year (ending on the last day of December) of employment. Thereafter, employees classified as "regular" as of January 1 shall be entitled to vacations with pay in accordance with the following schedule:

- Class 2 - Effective the first day of January of the year following employment and each year thereafter, employees entitled to a maximum of ten (10) paid vacation days (80 hours) within the calendar year.
- Class 3 - Effective the first day of January in the year of the seventh (7th) anniversary of Company service and each year thereafter, employees are entitled to a maximum of fifteen (15) paid vacation days (120 hours) within the calendar year.
- Class 4 - Effective the first day of January in the year of the fourteenth (14th) anniversary of Company service and each year thereafter, employees are entitled to a maximum of twenty (20) paid vacation days (160 hours) within the calendar year.
- Class 5 - Effective the first day of January in the year of the twenty-first (21st) anniversary of Company service and each year thereafter, employees are entitled to a maximum of twenty-five (25) paid vacation days (200) hours within the calendar year.
- Class 6 - Effective the first day of January in the year of the twenty-eighth (28th) anniversary of Company service and each year thereafter, employees are entitled to a maximum of thirty (30) paid vacation days (240 hours) within the calendar year.

Section 27.2 - Period of Service Used to Determine Vacation Eligibility

The period of service used in determining the allowable vacation of the regular employees shall be computed as the period of continuous service from the date that the employee entered the service of the Company. Employees who left the service of the Company, and laid off employees, who have been subsequently re-employed, shall receive credit for any part of their prior service which was used during that period of employment as the basis for calculating their vacation eligibility. The credit for prior service shall be extended on January 1 of the year following re-employment.

Section 27.3 - Scheduling

The period during which vacations are scheduled shall be optional and shall be settled between the proper Union and Company representatives. A schedule of vacations for the various individuals as agreed upon by the proper Union and Company representatives shall be prepared and not departed from except by mutual agreement.

It is understood that in scheduling vacations, the vacation days to which the employee is entitled will be scheduled, as nearly as practicable, consecutively with the employee's regular days off duty.

Section 27.4 - Off-Duty Days

Off-duty days, as provided by the employee's normal working schedule, including holidays specified herein, shall not be counted as part of the allowable vacation.

Section 27.5 - Taking Vacation Days Prior to Eligibility

The Company shall permit an employee to take up to ten (10) vacation days in full-day increments of a subsequent year's allowance in the current year, thereby reducing the employee's following year's allowance by the number of days taken. In such case, appropriate supervisory notification is required. If the employee does not subsequently qualify for the paid vacation days taken prior to eligibility, the employee will be required to reimburse the Company for the amount of vacation pay received. The Company will deduct this amount from any wages or other monies due to the employee.

Section 27.6 - Death in Family or Employee Illness During Vacation

If a death in the family or employee illness occurs while an employee is on vacation and the employee notifies his/her supervisor as promptly as possible and there is still time to make a change in his/her vacation schedule, the applicable excused absence or sick allowance may be taken at the time and a change in vacation for those days made to some other mutually agreeable time with the approval of the supervisor and notification to the steward.

Section 27.7 - Emergency Cancellation of Vacation

In regard to employees entitled to a vacation in excess of two (2) weeks under the above provisions of Section 27.1, it is agreed that the Company may require such employees to remain at work for all or any part of their vacation in excess of two weeks if the volume of necessary work and availability of additional employees makes such requirements advisable. In that event, the employees will be paid their regular wages in addition to their vacation allowance.

Section 27.8 - Deferral of Vacation

An employee may be permitted to carry over up to ten (10) paid vacation days from the current year's allowance to the following year, with appropriate supervisory notification. In addition, if an employee's work, an employee's illness or injury, or a serious illness, injury or death in the employee's immediate family makes it impractical to take scheduled vacation days before the end of the current calendar year, the employee shall be allowed to carry over those vacation days to the following year.

Any vacation days not used in the current year, or carried over, will be forfeited. Vacation days which are carried over must be used during the following year or they will also be forfeited.

A vacation may not be waived by an employee on his/her own motion and extra pay received for work during that period.

Section 27.9 - Wages

Wages covering any part of the vacation period shall not be paid in advance. The amount of vacation pay shall be determined by multiplying the vacation hours by the total hourly wage rate for the employee, including all applicable wage adjustments and shift premiums. Vacation hours for a full-time employee shall be computed on the basis of the number of working days allowed for the vacation period at eight (8) hours per day.

Employees who are normally scheduled to work an evening or night shift on days taken as vacation will receive the applicable shift premium on their vacation pay.

Section 27.10 - Part-Time Employees

Regular part-time employees are entitled to vacation days as outlined in this Article, except that the number of hours paid for each vacation day will be adjusted proportional to the relationship of each employee's previous year's actual hours paid to full-time hours. A regular part-time employee may request that the number of hours paid for a vacation day be increased to a maximum of eight (8) hours per day; however, the number of paid vacation hours/days available for the year will be reduced accordingly. If the employee takes a partial day of vacation, the employee will only use and be paid for vacation based on the number of scheduled hours he/she was actually off on vacation. Vacation will not be payable to off-duty days.

Section 27.11 - Vacation Pay When Leaving Company Service

An employee who leaves Company service for any reason before taking all of his/her current year's vacation days shall receive pay for any of the unused vacation days. Such employee is not entitled to vacation pay for the subsequent year, except that:

1. An employee who leaves the Company on his/her last scheduled workday in December shall receive pay for his/her following year's vacation allowance; or
2. An employee with ten (10) or more years of service who leaves the Company because of death, long-term disability, or retirement, shall receive pro rata vacation for the following year based on each month, or major fraction thereof, of service in the current year preceding death, long-term disability, or retirement.

Section 27.12 - Call-Out While on Vacation

If an employee is called out while on vacation, hours worked within the normal basic scheduled shift are paid at straight time rates and vacation for those hours is rescheduled. Hours worked outside of the normal basic scheduled shift are paid at overtime rates.

If as a result of a call-out, an employee qualifies for premium rest on all or a portion of a day that previously was scheduled off as vacation, the employee will be paid premium rest and has the option of either taking the balance of the day as vacation or working the balance of the day and rescheduling vacation to another date.

Section 27.13 - Personal Day

Regular employees who have completed two (2) full years of Company service by January 1 will be permitted one (1) personal day off during a calendar year. It will be treated the same as a vacation day.

ARTICLE XXVIII - HOLIDAYS

Section 28.1

Full-day holidays, which are to be observed in accordance with present practices insofar as is consistent with the Company's duty as a public utility, are:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	December 24
Fourth of July	Christmas Day
Labor Day	December 31

or days celebrated for them.

Section 28.2

No new construction work shall be performed on Labor Day, except that which is required to preserve life and property and to maintain service. Except in emergency, employees required to work on legal holidays recognized in this Agreement shall be notified at least three (3) days before said holiday.

Section 28.3

1. Each full-time employee will be paid eight (8) hours at basic straight time rates for each of the holidays listed in Section 28.1 regardless of the day of the week on which they fall and whether or not the day is a scheduled workday provided the employee works on the holiday if so scheduled, or if not so scheduled, then works on the regularly scheduled workday immediately before and after said holiday or reasonable and sufficient cause for not working is furnished in either case.

If a holiday falls on a Saturday or Sunday and such holiday is neither observed on another day of the week nor is a part of a regular employee's basic work schedule, such employee will be granted (at his/her option) a basic scheduled workday off with pay, to be scheduled in the same manner as vacations are scheduled in lieu of receiving pay for such Saturday or Sunday holiday. In such event, the substituted day off will, in effect, replace the holiday for the purpose of applying premium pay provisions of this Labor Agreement. If the substituted day off is not taken by the end of the calendar year in which it is granted, it shall be converted to a vacation day and treated the same as any other day of unused vacation at year end.

NOTE: This day may be taken before the holiday occurs. If the employee does not subsequently qualify for holiday pay, payment received in advance will be recovered.

2. Employees who are normally scheduled to work an evening or night shift during a holiday week will receive the applicable shift premium on their holiday pay.

3. Holiday payments shall be allowed for holidays which fall within a period up to twelve (12) consecutive months of absence due to a bona fide illness or injury. No payment shall be allowed for holidays that fall within a non-medical leave-of-absence.
4. For part-time employees (other than those temporarily on a part-time basis due to recuperation from illness or injury) holiday pay will be calculated as follows:

For the first calendar year of employment, the normal holiday pay will be four (4) hours at basic straight time rates. Beginning the next calendar year, the normal holiday pay will be adjusted proportional to the relationship of each employee's previous year's actual hours paid to full-time hours.

Section 28.4

Time and one-quarter of an employee's hourly wage rate shall be paid for all basic scheduled straight time Sunday and holiday work. Double time in addition to holiday pay shall be paid for all basic scheduled hours worked on holidays for an employee who normally is not required to work on holidays. An employee will be paid at the overtime rate of double time for any hours worked on the holiday outside of basic scheduled hours.

Section 28.5

When an employee's scheduled holiday work week is reduced below forty (40) hours per week because of his/her services not being required on a holiday, then his/her overtime during that week shall be based upon any hours worked in excess of said reduced scheduled work week.

Section 28.6

Since rotating shift and certain other employees are required, because of the nature of the business, to work on holidays, such holiday work shall be distributed as equitably as practicable.

ARTICLE XXIX - MILEAGE

Section 29.1 - Personal Motor Vehicle Expense Reimbursement Plan

Effective January 1, 1996, employees authorized to use their personal motor vehicle for Company business shall be reimbursed for the expense associated with such usage in accordance with the following Personal Motor Vehicle Expense Reimbursement Plan.

1. For any authorized use of a personal motor vehicle on Company business, a reimbursement allowance will be paid on a cents-per-mile basis for all business miles driven and commuting miles as defined in Items 2 and 3 below. The reimbursement allowance will be equal to the business standard mileage rate as set by the Internal Revenue Service.
2. On a day when an employee uses his/her personal motor vehicle on Company business, reimbursement of commuting miles (commuting miles refers to any miles driven on any day between the employee's home and his/her regular headquarters) shall be limited to a

maximum of twelve (12) miles each way, except for instances of emergency call-out, in which event no limitation shall exist. Except for emergency call-out, no reimbursement will be made for travel between an employee's home and his/her regular headquarters on any day on which the employee does not use his/her personal motor vehicle on Company business.

3. As an exception to the last sentence of Item 2 above, a designated employee who is required to make his/her personal motor vehicle available each workday for possible Company business will be eligible for reimbursement, for up to twelve (12) miles driven each way between home and regular headquarters, on a workday on which he/she makes his/her personal motor vehicle available. Employees to whom this exception applies will be specifically designated by the appropriate Company representative. A listing of the names of these employees will be provided to the Union at reasonable intervals upon request.

This exception only applies when the employee does not use his/her personal motor vehicle to conduct Company business. If the vehicle is used for Company business, contractual travel and/or temporary transfer provisions will apply.

4. The expense of parking an employee's personal motor vehicle used for Company business within the employee's regular headquarters area is the personal obligation of the employee. The expense of parking an employee's personal motor vehicle used for Company business at locations other than the employees regular headquarters area, including metered parking, may be charged to the Company. So far as it is practical, evidence of employee payment will be required.
5. Employees shall use their personal motor vehicle on Company business only to the extent they are authorized to do so. Employees are expected to procure adequate liability insurance. (The Company recommends \$250,000/\$500,000 coverage.)
6. It is intended that this Personal Motor Vehicle Expense Reimbursement Plan be reasonable and fair. If an employee required to use his/her personal motor vehicle on Company business feels that such use creates an unreasonable burden, he/she may discuss his/her particular situation with his/her Company representative, who will consider whether other appropriate arrangements for transportation should be made, recognizing that certain types of jobs inherently require the use of an employee-owned vehicle.

Section 29.2 - Travel on Company Business

1. Time spent during basic scheduled hours in required travel associated with an employee's work will be paid at the wage rate applicable to such work. If such travel involves authorized use of the employee's personal motor vehicle, the employee shall be eligible for reimbursement of expense under the provisions of the Personal Motor Vehicle Expense Reimbursement Plan agreed to by the Company and the Union.
2. When an employee is required to report at the start of a work period to a headquarters location other than his/her regular headquarters, to a designated work location, to a training location, or to a location for the purpose of participating in an interview, examination, safety meeting, or technical conference (temporary transfer), he/she shall

receive an allowance as specified below in recognition of his/her additional round trip motor vehicle expense, mileage, and travel time. No other payments shall be made for such temporary transfer (except parking expense). The temporary transfer allowances specified below do not apply if motor vehicle expense, mileage, or travel time payments provided under any other provision of this Agreement are applicable.

The temporary transfer allowance shall be paid for each day of temporary transfer. Such allowance shall be based upon the number of miles (one-way, most direct driving route) between the employee's home and headquarters location, designated work location, or training location to which he/she is temporarily assigned. Such allowance shall be based on the following table:

One-Way Mileage Between Home & Temporary Headquarters/ Designated Work Location Training Location	Temporary Transfer Allowance (Per Round Trip)
0.1 miles thru 5 miles	\$ 4.50
5.1 miles thru 10 miles	\$ 8.50
10.1 miles thru 15 miles	\$15.50
15.1 miles thru 20 miles	\$21.00
20.1 miles thru 25 miles	\$27.00
25.1 miles thru 30 miles	\$32.50
30.1 miles thru 35 miles	\$38.50
35.1 miles thru 40 miles	\$44.00
40.1 miles thru 45 miles	\$50.00
45.1 miles thru 50 miles	\$56.00
50.1 miles thru 55 miles	\$62.50
55.1 miles thru 60 miles	\$69.50
60.1 miles thru 65 miles	\$75.00
65.1 miles thru 70 miles	\$81.00
70.1 miles thru 75 miles	\$86.50
More than 75 miles	\$86.50

NOTE: Assignment of employees to work locations more than 50 miles from their home will be in a manner consistent with Section 29.4(4)(B).

In the interest of safety, if transferred greater than 50 miles and working more than basic scheduled hours, an employee has the option of staying in company-provided lodging. In such case, the employee will be paid \$38.00 for meals and miscellaneous expenses for each overnight stay. Time and business mileage for authorized personal vehicle use will be paid from the lodging location to the job site. One temporary transfer allowance will be paid for each round trip of travel from home to the job site and back home. An employee who reports to a location more than 75 miles from his/her home may elect to be covered under Section 29.4 ("Out-of-Town Assignments") instead of the Temporary Transfer Allowance. This option can only be exercised at the beginning of the assignment. However, in the interest of safety, an employee who initially elects the Temporary Transfer Allowance for a multiple week assignment may elect on a one-time basis to be covered under Section 29.4. This one-time option may only be elected at the

beginning of a full assignment week. If the parameters of the assignment change, the Company will allow an employee to change his/her option at that time.

Where an employee travels to multiple locations in the course of the workday, time spent during basic scheduled hours in required travel associated with the employee's work will be paid at the wage rate applicable to such work. If such travel involves authorized use of the employee's personal motor vehicle, the employee shall be eligible for reimbursement of expense under the provisions of the Personal Motor Vehicle Expense Reimbursement Plan agreed to by the Company and the Union.

Where an employee's workday begins at a location different from his/her regular headquarters and ends at another location also different from his/her regular headquarters, the miles traveled between home and the first location and home and the last location shall be added together and divided by two. The result shall be used to determine the appropriate temporary transfer allowance as shown in the table above. Travel using an employee's personal motor vehicle between the first work location and the last work location will be reimbursed through the Personal Motor Vehicle Reimbursement Plan.

Where an employee either begins or ends his/her workday at a location different from regular headquarters, but not both, the miles traveled between home and the location different from his/her regular headquarters at either the start or end of the workday shall be divided by two. The result shall be used to determine the appropriate temporary transfer allowance as shown in the table above. The miles traveled between home and the regular headquarters will be paid as commuting miles to a maximum of twelve (12) miles.

When traveling to/from a location other than the employee's headquarters when the travel time spans both the employee's normal workday and outside basic scheduled hours, the odometer reading should be noted at the end of the employee's normal workday. The temporary transfer allowance will be based from that point to the employee's home, as indicated above. Miles traveled during the employee's normal workday are to be paid as business miles and time paid accordingly (as part of the normal workday).

Section 29.3 - Permanent Transfer

When an employee is required by the Company to permanently change his/her regular headquarters, he/she shall receive an allowance as specified below in recognition of his/her additional round trip personal motor vehicle expense, mileage, and travel time. No other payments shall be made for such permanent transfer.

When an employee is required by the Company to permanently change his/her regular headquarters and the one-way mileage between the employee's old and new permanent headquarters is in excess of 20 miles, such employee will be afforded an option to exercise available layoff and bumping options.

One-Way Mileage Between
Old & Permanent Headquarters
(Radius Miles)

Permanent Transfer Allowance*

0.0 miles thru 10 miles	IRS rate for radius miles round trip based on headquarters-to-headquarters distance paid as a lump sum based on 120 working days.
10.1 miles thru 20 miles	\$1,500
20.1 miles thru 30 miles	\$2,250
30.1 miles thru 40 miles	\$3,000
40 miles and over	\$3,750

*Total dollar amounts shown will be paid over a six (6) month period. One-sixth of the amount will be paid for each month (or partial month) that the employee remains employed at the new location, starting with the month that includes the permanent transfer. When multiple Company-initiated transfers occur within six (6) months, payments will be computed back to the 'original' location until six (6) months at one location have elapsed. Payments at the new location will continue for six months.

If an employee is bumped prior to the full amount of permanent transfer being paid and elects to bump to another occupation at the same location, the balance of the permanent transfer will be paid. If the bumped employee opts for layoff/severance, or accepts placement in a temporary pool assignment, or bumps to an occupation at a different location, the payment of permanent transfer ceases. If an employee is permanently transferred to a new location and subsequently bids out of the occupation (same or different location) within the six (6) month payment period, permanent transfer payments cease at the point of transfer or the first day of the pay period following ninety (90) days past the posting closing in accordance with Section 19.4 of the Labor Agreement.

Regular headquarters may be permanently changed for participants on the Home Garage Plan without application of permanent transfer provisions contained in this Section. However, if an employee no longer participates on the Home Garage Plan during the three (3) year period following change of headquarters, the above permanent transfer provisions will be followed based on the distance from the original headquarters location, and paid (as appropriate) over the subsequent six (6) month period.

NOTE: When permanently transferred, the new headquarters becomes the "regular headquarters" as of the effective date of the permanent transfer.

Section 29.4 - Out-of-Town Assignments

The following sets forth the employee expense reimbursement plan applicable in lieu of reimbursement of actual expenses for regular employees represented by the Union when they are temporarily assigned to perform a work assignment, including training, required by the Company, at a location which is greater than 75 miles from their home. No payment is made for time, mileage, or expenses associated with voluntary training.

Part 1 of the plan is applicable for assignments lasting longer than one (1) week. Part 2 of the plan is applicable at the discretion of the Company for assignments lasting up to one week.

Notwithstanding any provision of any Labor Agreement applicable to such employees to the contrary, the arrangements set forth below will be applied as follows:

1. For Out-of-Town Assignments of More than One Week

A. The Company will provide a basic per diem allowance of \$63.00 (per day) to each employee assigned under this part of the plan (including employees who elect to travel between home and work location on scheduled workdays). This per diem includes \$25.00 for lodging expense, \$30.00 for meal expense, and \$8.00 for miscellaneous expenses such as laundry, telephone, incidental personal travel, and the like. Such per diem allowance will be administered as set forth below:

(1) The lodging expense portion of the per diem allowance, if elected by the employee, will be paid on a seven-days-per-week basis (so that an employee will not have to seek and obtain new lodging each week) until the job is finished, or until the employee's out-of-town assignment is completed; payment of this portion of the per diem allowance will terminate with the last workday the employee is so assigned. (If the employee is released from such assignment on a Friday and is to report to the regular headquarters on the following Monday, no payment will be made for that weekend.) The Company will provide assistance in making lodging arrangements, if assistance is requested by an employee, but the employee has the basic responsibility for such arrangements. As an alternative to payment of the lodging expense portion of the per diem allowance as herein described, the Company will, at the employee's option, provide and directly pay for lodging (one employee per room) at a hotel or motel, alternatively, the company will directly pay for renting a house, cabin, condo, apartment, etc., as long as no greater expense (including mileage expense) is incurred by the Company. To be eligible for this alternative, an employee must advise the Company of his/her choice as soon as practicable prior to the start of the employee's out-of-town assignment; such choice, once made, cannot be changed for the duration of the assignment. An employee who has chosen this alternative will not be eligible to be paid the lodging expense portion of the per diem allowance.

(2) The meal and miscellaneous expense portions of the per diem allowance will be paid for each workday an employee is assigned out of town. Such portions of the allowance will also be paid over an interim weekend to an employee who does not leave the temporary work location over such weekend. An employee who qualifies for payment of these portions of the per diem allowance over a weekend is not eligible to receive the weekend travel allowance provided for in Item D below.

B. Each employee will be paid for authorized travel time required, both for the initial trip home to the temporary work location and for the final trip back home following completion of the out-of-town assignment. (This arrangement also applies to employees who elect to travel between home and work location on a daily basis.) Such authorized travel time will be reported as time worked and will be paid at the applicable straight time or overtime wage rate, as appropriate,

depending on whether the authorized travel time occurs within or outside of basic scheduled hours. There will be no other wage payment for employee travel time during the out-of-town assignment except for authorized travel. However, when the Company provides lodging, time and business mileage for authorized personal vehicle use will be paid from the lodging location to the job site.

- C. Each employee assigned under this part of the plan will be reimbursed for one round trip between home and the temporary work location provided they use their personal motor vehicle. Such personal travel expense reimbursement will be based on the established distance between the employee's home and the temporary work location; it will be determined by applying allowances provided for under the Personal Motor Vehicle Expense Reimbursement Plan which would otherwise be applicable to the employee for business use of his/her personal motor vehicle. Except as provided in Item D below, there will be no other reimbursement for employee travel expense unless an employee is specifically authorized by supervision during the period of the out-of-town assignment to use a personal motor vehicle on Company business.
- D. An employee assigned under this part of the plan who elects to leave the temporary work location over an interim weekend will be reimbursed for weekend travel by payment of a weekend travel allowance determined in accordance with the following schedule:

<u>Established Round Trip Distance Between Home and Temporary Work Location</u>	<u>Weekend Travel Allowance</u>
Up to 174 miles	\$45.00
175.0 miles thru 224 miles	\$50.00
225.0 miles thru 274 miles	\$55.00
275.0 miles thru 324 miles	\$60.00
325.0 miles thru 374 miles	\$65.00
375.0 miles thru 424 miles	\$70.00
425.0 miles thru 474 miles	\$75.00
475.0 miles thru 524 miles	\$80.00

Employees who elect to travel between home and work location on a daily basis are eligible for the weekend travel allowance shown above.

- E. An employee who remains at the temporary work location over an interim weekend will not qualify for payment of a weekend travel allowance. An employee who does qualify is not eligible to receive the meal and miscellaneous expense portions of the per diem allowance over the interim weekend as provided for in Item 1.A.(2) above.
- F. The meal expense portion of the per diem allowance, as provided for in Item 1.A above is intended to cover three meals per day. As applicable only under this special agreement, in consideration of additional meals which employees may purchase as a consequence of working substantial overtime and notwithstanding

any applicable Labor Agreement provision to the contrary, a special meal expense allowance of \$10.00 will be paid under the following circumstances (no more than one payment will be made for the same overtime hours worked):

- (1) Upon working four (4) consecutive hours of overtime either immediately following and contiguous with the basic scheduled workday or immediately preceding and contiguous with the basic scheduled workday; or
- (2) Upon working twelve (12) consecutive hours of overtime on a non-scheduled workday for which notice to work was given eight or more hours in advance; or
- (3) Upon working four (4) consecutive hours of overtime outside of and not contiguous with the basic scheduled hours when called out to report to work with less than eight (8) hours' advance notice; or
- (4) Upon working overtime immediately preceding and immediately following the basic scheduled workday and where the combined total of such overtime is four (4) hours.

Should continuous overtime work occur beyond any of the circumstances noted above, an additional special meal expense allowance of \$1.50 will be paid for each full hour of overtime worked beyond the initial qualification periods specified above.

Any time following a release from work (including time out for meals) for which no wage payment is made which results in an interruption of one hour or less between overtime assignment and the basic scheduled workday will not serve as a break in continuity insofar as the application of these special meal expense allowance rules is concerned, the release time being bridged (not counted) in the determination of the allowance. Employees will not be paid for the time required for meals except where it is imperative that they remain at work.

A special meal expense allowance will not be paid when a meal is furnished and paid for by the Company; however, when no meal is provided, a special meal expense allowance will be made when any of the above-specified conditions are met under the terms of this special agreement.

- G. If an employee is required to report back to his/her regular headquarters location for a day or two during the middle of an out-of-town assignment and then is required to report back to the out-of-town location to complete the out-of-town assignment, the initial period to the out-of-town location is considered one out-of-town assignment for payment purposes and the second period of travel to complete the out-of-town assignment is considered a second out-of-town assignment and paid accordingly.

2. For Out-of-Town Assignments of Up to One Week (or when employees are directed to return to their regular headquarters at the end of each week)

- A. An employee assigned under this Part 2 of the plan will be eligible for the full \$63.00 per diem allowance, as described in Part 1.A of the plan, except that it will be paid only for days on which the employee is required by the Company to remain overnight at the temporary work location. However, the \$30.00 amount for meal expense and the \$8.00 amount for miscellaneous expense will be paid for the final day of the assignment.
 - B. An employee assigned under this Part 2 of the plan will be eligible for payment of authorized travel time to and from the temporary work location, as described in Part 1.B of the plan.
 - C. An employee assigned under this Part 2 of the plan is not eligible for reimbursement of personal travel expense as described in Part 1.C of the plan, but will be reimbursed under the applicable Personal Motor Vehicle Expense Reimbursement Plan if specifically authorized by supervision to use a personal motor vehicle on Company business.
 - D. An employee assigned under this Part 2 of the plan is not eligible to receive the weekend travel allowance that is described in Part 1.D of the plan.
 - E. An employee assigned under this Part 2 of the plan can be eligible for the special meal expense allowance as described in Part 1.F of the plan.
 - F. For one-day assignments over 75 miles from the employee's home when an overnight stay is not required, time and mileage will be paid. No portion of the per diem allowance is applicable. Payment of meal allowance is subject to contractual overtime provisions (Article XXIV).
 - G. If an employee is required to report back to his/her regular headquarters location for a day or two during the middle of an out-of-town assignment and then is required to report back to the out-of-town location to complete the out-of-town assignment, the initial period to the out-of-town location is considered one out-of-town assignment for payment purposes and the second period of travel to complete the out-of-town assignment is considered a second out-of-town assignment and paid accordingly.
3. For Travel Authorized by the Company Where the Established Round Trip Distance Between Home and Temporary Work Location Exceeds 524 Miles
- A. Reimbursement for Expense (transportation, tolls, parking, lodging, meals, gratuities, program, or meeting expense, and other reasonable and actual expense)
 - (1) Reasonable authorized expense incurred by an employee as a result of such authorized travel shall be borne by the Company.
 - (a) Such expense shall be reimbursed in accordance with usual procedures upon appropriate application by the employee; or

(b) If substantial expense is anticipated, funds shall be advanced, prior to the travel, to cover reasonable anticipated expense upon appropriate timely application by the employee. (In such event expense incurred will be reconciled upon return with funds advanced so that total reimbursement does not exceed actual reimbursable expense incurred.)

(2) Reimbursement for authorized use of an employee's personal motor vehicle will be made under the provisions of the Personal Motor Vehicle Expense Reimbursement Plan agreed to by the Company and the Union.

B. Payment for Employee Work & Travel Time

(1) An employee authorized to travel on Company business shall be paid for all time worked. Allowable travel time as herein defined shall be considered the same as time worked. Payment for that portion of such travel time occurring within an employee's basic schedule is included in the employee's normal wages. That portion of allowable travel time occurring outside of such schedule will be treated as overtime.

(2) Pay for time worked shall include overtime or holiday premium as appropriate under applicable provisions of the Labor Agreement.

(3) It is understood and agreed that an employee required to travel on Company business shall receive no less than normal wages for each basic scheduled workday which is devoted thereto, either in whole or in part, even though unusual circumstances associated with such travel may make adherence to basic scheduled hours impracticable and even though time worked (as herein defined) may total less than the customary eight (8) hours per day.

C. Allowable Travel Time

(1) To the extent practicable, travel should be arranged to occur within the employee's normal basic schedule. Proposed travel arrangements must be reviewed and approved by the employee's supervisor before final arrangements are made.

(2) The Company shall designate the means of travel. Consideration will be given, however, to a request to utilize an alternate means of travel provided the Company determines that such request can be accommodated within the requirements of the work and without additional expense to the Company.

(3) If travel is by common carrier, the allowable travel time for which payment will be made shall not normally exceed the carrier's scheduled travel time (including required scheduled transfer time, if any) from the city of origin to the city of destination. Time spent traveling from the employee's home to the airport, bus terminal, etc., and the corresponding

return trip home will be paid at the applicable rate of pay. Mileage driven associated with such travel will be paid according to the applicable IRS rate.

Employees will be compensated at the applicable rate for time spent at an airport due to unscheduled delays that do not extend overnight. If the delay extends overnight, the employee will be paid travel time to and from the hotel, but will not be paid for overnight hours. Employees will not be paid for delays resulting from voluntarily giving up a seat on a scheduled flight.

- (4) If travel is by motor vehicle, the allowable travel time for which payment will be made shall not normally exceed the usual reasonable non-stop driving time from the point of origin to the point of destination as determined by the Company.
- (5) When an employee is eligible for reimbursement of expense and/or payment for time associated with authorized travel on Company business under the guidelines outlined herein, he/she shall not be eligible for any other reimbursement or payment of any kind (including such items as meal expense allowance, rest time, shift change penalty, etc.) for which he/she would otherwise have been eligible under the terms of the Labor Agreement between the Company and the Union.

D. For such assignments that exceed two weeks in duration, interim home weekend travel expense reimbursement will be addressed on a case-by-case basis.

4. General

A. In cases where actual expenses can reasonably be expected to exceed \$38.00 per day, the employee may elect to waive the per diem and be reimbursed for actual expenses.

B. For Large Projects Typically Requiring Overnight Stay(s)

When the decision has been made to temporarily assign employees to an out-of-town work location, the Company will contact Union representatives to explain and discuss the details of such assignment. The details to be reviewed during such discussion will include the Company's determinations regarding such matters as: the location and anticipated duration of the temporary assignment, the type of work to be done, the anticipated classifications and numbers of employees required and from where they will be temporarily assigned, work arrangements for the job, whether or not "substantial overtime" is anticipated, exceptional arrangements the Company will make, if any (such as in the event it is not possible to secure either lodgings or meals reasonably close to the work site), and the like. Union representatives will be afforded an opportunity to comment on such details and will be advised of changes which are necessary during the course of such assignments.

With respect to the reference to "substantial overtime" work above, the Company neither plans nor intends that employees temporarily assigned to work out of town under the agreement will be regularly assigned "substantial overtime" work. As circumstances can and do arise (i.e., at the end of a workday or because customer outages can occur only at times convenient to a customer or because "deadlines" must be met, and the like), the Company will determine that overtime work by such employees is necessary. While no guarantee can be given, supervisors will endeavor to minimize overtime work by the temporarily assigned employees.

In determining the makeup of the workforce to be used for an out-of-town assignment, the Company, along with the Union representative, will continue its practice of including lead workers and/or crew leaders as part of the group in numbers which it determines will provide for adequate work direction. The total number of employees required, as well as the nature of the work to be performed, will be given consideration in determining the number of lead workers and/or crew leaders to be included in the work group.

When the occupational composition of the work force has been determined, the Company will, as has been done in previous instances involving out-of-town assignments, seek qualified volunteers from among employees it has determined can be made available for such assignment. If the number of qualified volunteers from among such employees is not sufficient to adequately staff the particular project, qualified employees can be assigned by the Company. However, before such assignments are made to employees by the Company, qualified employees from other areas of the department who have stated an interest in volunteering for the temporary assignment will be given consideration. Acceptance of such "other" volunteers, as in the past, will be solely at the Company's option based on its determination as to whether or not acceptable arrangements can be made for their release from their normal duties. In making staffing determinations, both on a volunteer and on an assigned-basis, the Company and Union representative will use union seniority and qualifications as in the past.

- C. The Company and the Union agree to meet and discuss the need for mutually agreeable modifications to this Plan or to discuss unusual situations which may warrant special consideration, as unanticipated circumstances may make appropriate, at the request of either party.

Section 29.5 - Major Storm Duty Restoration

In situations involving major storm duty restoration, the Company will pay a flat "storm duty expense" amount of \$38.00 per day (in lieu of any other meal or per diem reimbursement as provided elsewhere in the Labor Agreement) as reimbursement for all meal and miscellaneous expenses for each employee assigned to perform storm duty emergency restoration activities that require the employee to stay away from home overnight in lodging provided by the Company during the period of the storm emergency restoration. (As an exception, payment will also be made to an employee who declines to use Company-provided lodging, to stay with a friend or relative, for example, while required by the Company to stay away from home overnight.) This amount is applicable to all days (including the first and last days) assigned to storm restoration work, for eligible employees, without regard to whether or not the Company (or other utility)

makes food available to the employee at either a service center or a restaurant or elsewhere. Where advance payments are not possible, the Company will make every reasonable effort to provide such payments to the employees within 24 hours of the commencement of the storm duty restoration assignment.

ARTICLE XXX - POINT BEACH

Section 30.1

1. Employees assigned work in radioactive areas shall be provided protective clothing and equipment by the Company as such clothing and equipment as may be necessary in the performance of their jobs.
2. If an employee reaches the maximum radiation limits, he/she shall be assigned work outside of the radiation control area until such time as he/she is again permitted to work in that area.
3. Employees shall be reimbursed for the reasonable value of their clothing and other personal effects which may become contaminated by radioactivity.

Section 30.2

The duties of the Operating Supervisor at Point Beach Nuclear Plant include the operation and manipulation of controls in the control room at all times and the performance of physical work activities (such as for the purpose of relieving other employees) associated with the operation and refueling of the Plant's nuclear generating units during periods of refueling.

At such times as a generating unit is at power, a Control Operator (assuming no change in basic plant design) will be assigned to such unit.

Section 30.3

The fixed Reactor License Premium amount shall be three dollars seventy-five cents (\$3.75) per hour effective August 16, 2004, and shall be applied (in addition to base wage rates) to all paid hours, including paid absence time and overtime for all Point Beach Nuclear Plant Control Operators and Licensed Auxiliary Operators who are fully licensed as Reactor Operators by the Nuclear Regulatory Commission. General wage increases and COLA are not applicable to such fixed License Premium amount.

Section 30.4

In the event an employee in an occupation requiring that the employee hold a Reactor Operator license loses such license because of inability to pass a N.R.C.-required physical examination or a "Critical Group Employee" as referenced in NEI 03-01 is considered ineligible to perform the duties associated with the "Critical Group" as a result of the requirements detailed in NEI 03-01 and the Company determines there is a vacancy in another job at Point Beach Nuclear Plant for which the employee is qualified, the Union shall waive all posting requirements to permit the employee to be placed in such job. Such an employee will, upon such placement, be paid in

accordance with the formula set forth in Section 21.5 ("Retgression") of the Labor Agreement. (Under such formula, RO is the employee's base wage rate in the old job; it does not include Reactor Operator License Premium.)

Section 30.5 - Shift Premium for Overtime Hours Worked at the Point Beach Nuclear Plant

Employees working at the Point Beach Nuclear Plant during outages, whether or not they are normally headquartered at that location, will be paid shift premiums for all hours worked (basic scheduled, contiguous overtime, non-contiguous overtime) based on clock times of 5:00 p.m. to 12:00 a.m. (evening shift), 12:00 a.m. to 7:00 a.m. (night shift), and 7:00 a.m. to 5:00 p.m. (day shift - no premium).

Section 30.6 – Operator Dress Code

Control Operators assigned to work in the Control Room and Control Operators and Auxiliary Operators assigned to training will be expected to be in compliance with the Operator Dress Code or participate in the existing voluntary uniform policy.

The Company will make a good faith attempt to provide clothing made in the U.S.A. As an option of the Operator, provided shirts may have a Local 2150 and/or We Energies logo.

ARTICLE XXXI - BENEFITS

Section 31.1 - Medical Benefit

The Company will make available to regular employees represented by the Union, coverage under a Medical Benefit Plan subject to the following conditions:

1. The provisions of the Medical Benefit Plan effective September 19, 2004, shall be in conformance with the general summary of plan benefits.
2. The Company and the employees participating in the Plan shall share the cost of the Medical Benefit Plan as follows:
 - A. Effective as shown below, employee monthly contributions for regular full-time employees shall be established for the periods and the types of coverage shown in the following table:

<u>Period</u>	<u>Coverage</u>	
	<u>Individual</u>	<u>Family</u>
Aug. 2004 thru Dec. 2004	\$53.88	\$137.94
Jan. 2005 thru Dec. 2005	See Note 1 Below	
Jan. 2006 thru Dec. 2006	See Note 2 Below	
Jan. 2007 thru Aug. 2007	See Note 3 Below	

Note 1 - Effective January 1, 2005, employee monthly contributions will be equal to 15% of the equivalent premium rate (EPR) projected for 2005. The projection will be based on the EPR for the period

August 2003 through July 2004 for all represented employees in the low deductible PPO plans, increased by 10%. The employee contribution so determined shall apply January 2005 through December 2005.

Note 2 - Effective January 1, 2006, employee monthly contributions will be equal to 17.5% of the EPR projected for 2006. The projection will be based on the EPR for the period August 2004 through July 2005 for all represented employees in the low deductible PPO plans, increased by 10%. The employee contribution so determined shall apply January 2006 through December 2006.

Note 3 - Effective January 1, 2007, employee monthly contributions will be equal to 20% of the EPR projected for 2007. The projection will be based on the EPR for the period August 2005 through July 2006 for all represented employees in the low deductible PPO plans, increased by 10%. The employee contribution so determined shall apply January 2007 through August 2007.

B. Employee monthly contributions for regular part-time employees shall be:

- (1) Regular part-time employees who are regularly scheduled to work a minimum of 30 hours per week shall pay one hundred twenty-five percent (125%) times the full-time employee contribution rate.
- (2) Regular part-time employees who are regularly scheduled to work a minimum of 20 hours per week but less than 30 hours week shall pay one hundred fifty percent (150%) times the full-time employee contribution rate.
- (3) Regular part-time employees who are regularly scheduled to work less than 20 hours per week shall not be eligible for Medical Benefit coverage.
- (4) Regular employees who are classified as part-time as of date of contract ratification who were treated as an exception to the above under previous Labor Agreements, shall continue to pay the same monthly contribution as regular full-time employees for so long as they remain continuously classified as part-time.

C. The additional monthly costs of the Medical Benefit Plan in excess of the employee contribution amounts specified in Items A and B above shall be paid by the Company for the term of this Agreement.

3. The Company shall obtain coverage and/or administrative services for the Medical Benefit Plan from any licensed insurance carrier or carriers, to be chosen at the Company's sole discretion.

Section 31.2 - Dental Benefit

The Company will make available to regular employees represented by the Union, coverage under a Dental Benefit Plan subject to the following conditions:

1. The provisions of the Dental Benefit Plan shall be in conformance with the general summary of plan benefits.
2. The Company and the employees participating in the Plan shall share the cost of the Dental Benefit Plan as follows:
 - A. Effective as shown below, employee monthly contributions for regular full-time employees shall be established for the periods and the types of coverage shown in the following table:

<u>Period</u>	<u>Coverage</u>	
	<u>Individual</u>	<u>Family</u>
Aug. 2004 thru Dec. 2004	\$6.75	\$27.50
Jan. 2005 thru Dec. 2005	\$7.50	\$30.25
Jan. 2006 thru Dec. 2006	\$8.50	\$33.50
Jan. 2007 thru Aug. 2007	\$9.50	\$37.00

- B. Employee monthly contributions for regular part-time employees shall be:
 - (1) Regular part-time employees who are regularly scheduled to work a minimum of 30 hours per week shall pay one hundred twenty-five percent times the full-time employee contribution rate.
 - (2) Regular part-time employees who are regularly scheduled to work a minimum of 20 hours per week but less than 30 hours week shall pay one hundred fifty percent times the full-time employee contribution rate.
 - (3) Regular part-time employees who are regularly scheduled to work less than 20 hours per week shall not be eligible for Dental Benefit coverage.
 - (4) Regular employees who are classified as part-time as of the date of contract ratification who were treated as an exception to the above under previous Labor Agreements shall continue to pay the same monthly contribution as regular full-time employees for so long as they remain continuously classified as part-time.
 - C. The additional monthly costs of the Dental Benefit Plan in excess of the employee contribution amounts specified in Items A and B above shall be paid by the Company for the term of this Agreement.
3. The Company shall obtain coverage and/or administrative services for the Dental Benefit Plan from any licensed insurance carrier or carriers, to be chosen at the Company's sole discretion.

Section 31.3 - E.M.B.A. Benefits

No employee represented by the Union who is also a regular member of the Employees' Mutual Benefit Association shall, so far as the jurisdiction and authority of the Company extends, be denied any of the rights, benefits, or privileges common to all regular members of the Employees' Mutual Benefit Association.

ARTICLE XXXII - LIFE INSURANCE

Section 32.1

1. Effective January 1, 1996, the Company will provide group term life insurance coverage (with normal group term policy provisions) to each regular employee entering the service of the Company in accordance with the following provisions:

- A. Such coverage shall be effective with the first day of the month next following completion of 90 days employment as a regular employee.
- B. The group term life insurance coverage shall be an amount equal to two times such employee's base wage earnings rounded to the next higher multiple of \$500.00.

Annual base earnings, for purposes of this calculation, are defined for full-time employees as 2,080 hours multiplied by an individual's total hourly wage rate, for basic scheduled hours, as of January 1 each year. Annual base earnings for part-time employees are determined by pro-rating the actual hours worked in the previous calendar year, and multiplying those hours by the employee's total hourly wage rate, for basic scheduled hours, as of January 1 of each year.

C. Initial coverage shall be based upon the employee's base wage rate extended for a full year's employment.

2. Prior to January 1, 1996, term life insurance coverage shall be at the levels described in the respective Life Insurance sections of Labor Agreements in effect prior to January 1, 1996.

Section 32.2

1. Effective January 1, 1996, term life insurance coverage in effect at the time of an employee's retirement shall be at the levels shown below:

<u>Completed Years of Retirement</u>	<u>Amount of Coverage</u>	
	<u>Status Prior to Retirement</u>	
	<u>Full-Time</u>	<u>Part-Time</u>
Less than 1	\$50,000	\$25,000
1	\$40,000	\$20,000
2 and over	\$30,000	\$15,000

2. For employees who retire prior to January 1, 1996, term life insurance coverage shall be at the levels described in the respective Life Insurance sections of Labor Agreements in effect prior to January 1, 1996.

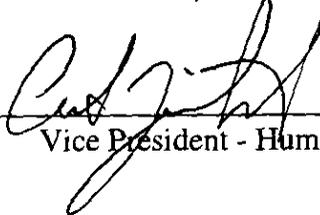
Section 32.3

The Company, at its sole discretion, may obtain the insurance coverage provided for under this Article from any licensed insurance carrier.

Executed this 22 day of November, 2004.

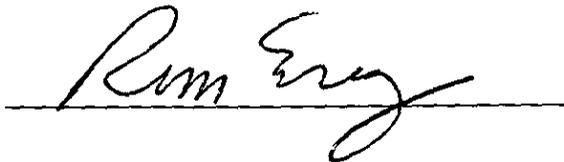
WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN GAS, LLC

By



Vice President - Human Resources

Attest:



LOCAL UNION NO. 2150, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By



President



Business Manager

Attest:

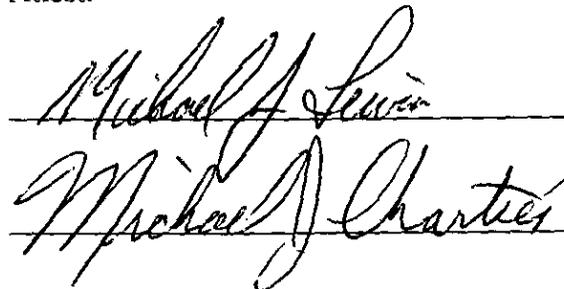


EXHIBIT "A"
ALPHABETICAL LISTING OF JOB CODES BY TITLE

<u>Job Code</u>	<u>Description</u>	<u>Grade</u>	<u>Job Code</u>	<u>Description</u>	<u>Grade</u>	<u>Job Code</u>	<u>Description</u>	<u>Grade</u>
81470	Accounting Analyst	25	81830	Customer Information Clerk	16	82440	Fuels Record Clerk	18
82040	Accounts Investigation Rep	21	81870	Customer Service Clerk	16	80020	Gas Control Specialist	32
80202	ALARA Technologist*	30	155000	Customer Service Representative	02	80290	Gas Meter Tester	24
81000	Annex Storekeeper	13	82570	Customer Service Specialist	25	148003	Gas Seasonal Employee	01
80210	Auxiliary Operator*	33	82520	Customer Service Technician	32	82540	GIS Specialist (Electric)	15
82650	Baker	19	82300	Data Entry Liaison	14	82550	GIS Specialist (Gas)	15
81990	Benefits Representative	20	81590	Data Telecom Specialist	33	81120	Graphic Arts Technician	23
81490	Budget Analyst	25	82200	Decontamination Worker	21	81750	Groundskeeper*	5
81080	Building Mechanic	28	82780	Design Specialist Electric	30	82500	Group Leader - Relay*	146
81720	Business Cust. Consult.-Acct. Mgr.	912	82790	Design Specialist Gas	30	82490	Group Leader - SCADA*	145
81730	Business Customer Consultant	913	83800	Design Specialist Power Quality	30	80100	Head Forester*	131
81840	Business Information Clerk	19	81650	Design Technician	28	80201	Health Physics Technologist*	28
80082	Cable Crew Leader*	132	82770	Designer	25	80820	Heating Technician	34
80550	Cable Installer*	22	82690	Dining Room Lead	153	81131	Heavy Equipment Specialist (North)*	22
80081	Cable Splicer*	30	80060	Distribution Dispatcher (North)*	35	81130	Heavy Equipment Specialist (South)	22
81540	CAD Operator	13	80070	Distribution Dispatcher (South)*	35	82760	HRIC Service Desk Representative	21
81642	CAD Systems Specialist	22	80720	Distribution Fitter - Non-Welder	27	82560	HRIS Clerk	10
155005	CAD/GIS Drafter-Districts	04	80730	Distribution Fitter - Welder	31	81040	Hydro Maintenance Group Leader*	119
80130	Cafeteria Attendant	3	80710	Distribution Leader	114	80510	Hydro Maintenance Mechanic*	29
82700	Catering Lead	182	82450	Distribution/Service Fitter	34	80500	Hydro Plant Operator*	23
80930	Chef	113	142001	District Inspector	06	80480	Hydro Technician	29
82380	Civil Engineering Technician	27	82110	Dosimetry Specialist	18	81700	Industrial Engineering Technician	30
80040	Claims Analyst	26	81760	EIP Specialist	21	80660	Instrument & Control Technician*	231
80270	Collections Field Rep.	21	82530	Electric Service Reconnector	14	81910	Inventory Management Clerk	13
82830	Combined Cycle Cntrl. Tech./Plt. Elec.	36	81270	Electrician (North)*	31	82640	Investigative Assistant	19
82820	Combined Cycle Plt. Elec./Cntrl. Tech.	36	81280	Electrician (South)*	30	80540	Laboratory Technician	25
80811	Communications Tech (North)*	30	81323	Electrician Group Leader (North)*	104	80530	Laboratory Tester	18
80812	Communications Tech (South)*	30	81324	Electrician Group Leader (South)*	105	82460	Ldg. Distribution/Service Fitter	141
80680	Computer Instrument Tech. Ldr.	123	80870	Emergency Planning Specialist	19	80670	Ldg. Instrument & Control Tech.*	123
80690	Computer Instrument Technician	34	81890	Energy Management Systems Clerk	15	81445	Ldg. Materials Specialist (North)*	133
81530	Computer Operator	19	82180	Energy Services Consultant	30	81444	Ldg. Materials Specialist (South)	133
81610	Computer Systems Specialist	31	82000	Engineering Assistant	16	80590	Ldg. Plant Chemical Technician	126
81162	Conduit Crew Leader*	110	81881	Engineering Clerk	17	81443	Ldg. Recreation/Materials Spec.*	103
80800	Construction Inspector	32	81630	Engineering Drafter	20	80241	Ldg. Fleet Technician (North)*	129
82680	Construction Inspector (North)	32	80650	Environmental Technician	33	80242	Ldg. Fleet Technician (So. - Grp. 5)*	129
80771	Construction Worker (North)*	17	81850	Expediting Clerk	19	80243	Ldg. Fleet Technician (So.-No Grp.#)	129
80772	Construction Worker (South)*	17	82510	Facilities Support Assistant	12	80220	Lead Auxiliary Operator*	156
80180	Control Operator*	36	90270	Field Collector - Seasonal	917	81922	Lead Collection Specialist	135
80880	Corrective Action Program Spec.	26	80251	Fleet Technician (North)*	29	81921	Lead Customer Service Specialist	136
81220	Corrosion Support Coordinator	20	80252	Fleet Technician (So. - Group 5)*	29	82174	Lead Customer Service Technician	150
81710	Cost Estimating Technician	23	80253	Fleet Technician (So. - No Grp. #)	29	82630	Lead Custodian	154
81770	Credit & Collection Rep.	19	80950	Food Service Attendant	9	82750	Lead Decon Worker	157
80160	Custodian	4	80940	Food Service Utility Worker	20	146004	Lead Employee Distribution Services	09
81781	Customer Consultant - Inbound	21	80010	Forester*	22	82740	Lead GIS Specialist	155
81783	Customer Consultant - Bilingual	21	80090	Forestry Crew Leader*	134	81132	Lead Heavy Equipment Specialist	158

*Occupational groups apply in these occupations.

EXHIBIT "A"
ALPHABETICAL LISTING OF JOB CODES BY TITLE

<u>Job Code</u>	<u>Description</u>	<u>Grade</u>	<u>Job Code</u>	<u>Description</u>	<u>Grade</u>	<u>Job Code</u>	<u>Description</u>	<u>Grade</u>
82320	Lead HP Technologist*	139	80411	Meter Tester A*	30	80171	Right-of-Way Agent	32
82670	Lead Multi-Xerox Operator	151	80380	Meter Tester I*	25	82400	Right-of-Way Analyst	19
81923	Lead Office Assistant II	106	80332	Meter Testing Leader (North)*	122	80830	Scheduling Specialist	20
80172	Lead Right-of-Way Agent	147	80300	Meter Testing Leader (South)*	128	81930	Secretary	15
82190	Lead Utility Worker*	138	80280	Metering Mechanician*	21	81150	Semi-Skilled Laborer*	11
81070	Leading Building Mechanic	112	81900	Microfilm Clerk	8	80910	Service Center Analyst	27
81310	Leading Electrician (North)*	137	81901	Microfilm Record Clerk	10	80920	Service Center Senior Analyst	29
81641	Leading Engineering Drafter	102	82050	Mortgage Loan Clerk	19	80750	Service Fitter	33
81050	Leading Hydro Mtce. Mechanic*	118	90000	Move Order Empl. – Seasonal	914	80310	Service Inspector*	22
81400	Leading Line Mechanic (North)*	101	90001	Move Order Empl. Seas. – Bilingual	914	80370	Service Specialist*	25
81420	Leading Line Mechanic (South)*	101	81100	Multi-Xerox Operator	14	82420	Service Writer	17
81242	Leading Machinist*	109	82330	NPOT*	250	81980	Shareholder Relations Representative	18
80190	Leading Mechanic-Electrician*	111	80850	Nuclear Computer Specialist	32	80760	Shop Tester*	15
80110	Leading Messenger	130	82160	Nuclear Engineering Assistant	18	80860	Site Engineering Specialist	17
80331	Leading Meter Servicer*	121	81340	Nuclear Engineering Technician	25	81460	Sourcing Analyst	25
81330	Leading Plant Electrician*	116	80461	OCB Trans. Bushing Tester (North)*	34	81180	Sourcing Support Specialist	18
81020	Leading Stock Handler*	124	80462	OCB Trans. Bushing Tester (South)*	34	80320	Special Metering Technician*	32
80562	Leading URD Installer*	115	82060	Office Assistant I	4	82480	Special Testing Group Leader*	148
81411	Line Crew Leader (North)*	100	82080	Office Assistant II	10	81010	Stock Handler*	17
81412	Line Crew Leader (South)*	100	82100	Office Assistant III	19	82350	Street Lighting Servicer - T*	251
81390	Line Mechanic (North)*	229	82580	Offset Press Operator	22	81321	Substation Elec. Grp. Ldr. (North)*	108
81430	Line Mechanic (South)*	229	155001	Operations Secretary	03	81322	Substation Elec. Grp. Ldr. (South)*	108
81171	Logistics Coordinator (North)*	117	80140	Operator (Traveling)*	24	81290	Substation Electrician*	33
81170	Logistics Coordinator (South)	117	80700	Parking Lot Attendant	3	22615	Summer Vacation Relief Employee	230V
81241	Machinist*	24	81520	Payroll Coordination Clerk	22	22618	Summer Vac. Rel. Emp-Tech/Design	232V
81200	Maintenance Mech./Oper. (North)*	27	81512	Payroll Deduction Clerk	19	80230	Survey Crew Leader	107
81190	Maintenance Mech./Oper. (South)	27	81480	Plant Accounting Analyst	26	80222	Survey Helper	6
81211	Maintenance Worker (North)*	16	80603	Plant Chemical Technician	26	80221	Survey Instrument Worker	24
81212	Maintenance Worker (South)	16	80601	Plant Chemical Tester	21	81251	Technician - Electrical Testing (North)*	33
80901	Materials Examiner*	25	81300	Plant Electrician*	34	81252	Technician - Electrical Testing (South)*	33
80902	Materials Inspector*	21	80470	Pole Crew Leader*	127	81560	Technical Analyst	27
81441	Materials Specialist (North)*	19	80412	Primary Tester*	30	80570	Technician - NDE	29
81442	Materials Specialist (South)	19	81110	Printing Equipment Operator	8	81782	Telecollector	19
80050	Mechanic-Electrician*	233	81090	Printing Production Coordinator	17	91786	Telecollector – Seasonal	918
81500	Medical Assistant	20	80580	Quality Assurance Technician	25	91787	Telecollector Seasonal – Bilingual	918
81960	Medical Office Assistant	14	80840	Quality Control Specialist	28	82010	Telecom Record Clerk	18
81970	Member Services Administrator	16	80602	Radiochemical Technician*	29	22625	Tem Rel Em-Man-Tech	230V
80030	Messenger	9	81882	Real Estate Analysis Clerk	16	80420	Test Engineer*	36
80400	Meter Reading Route Coordinator	23	82020	Real Estate Records Analyst	18	81511	Timekeeper	18
80391	Meter Reader (North)*	17	92530	Reconnector – Seasonal	915	82340	Tool Room Attendant	13
80392	Meter Reader (South)	17	80740	Regulation Leader	114	80780	Tour Guide	8
90391	Meter Reader – Seasonal	916	80890	Regulatory Specialist	21	80430	Transformer Repair Leader*	120
82660	Meter Reader/Collection Field Rep.*	17	82470	Relay/SCADA Group Leader*	144	80450	Transformer Repairer*	20
80361	Meter Servicer (North)*	24	80640	Results Technician	31	80440	Transformer Tester*	26
80362	Meter Servicer (South)*	24	82140	Retail Order Management Clerk	14	82430	Trouble Clerk	18

*Occupational groups apply in these occupations.

EXHIBIT "A"
ALPHABETICAL LISTING OF JOB CODES BY TITLE

<u>Job Code</u>	<u>Description</u>	<u>Grade</u>
80150	Troubleshooter (North - Group 1)*	33
80151	Troubleshooter (North - Group 2)*	33
80152	Troubleshooter (South - Group 1)*	33
80153	Troubleshooter (South - Group 25)*	33
81161	Underground Equipment Operator*	23
80561	URD Installer*	26
81550	Utility Computer/Machine Operator	19
146001	Utility Employee 1	08
147000	Utility Employee 2	05
81213	Utility Worker*	19
80790	Vehicle & Equipment Specialist	29
80260	Vehicle & Equipment Worker	16
80990	Vehicle Parts Supply Clerk	21
80120	Vending Route Driver	19
80350	Voltage Regulator*	29
81450	Warehouse Analyst	24
82810	Web Design Coordinator	23
15875	WG District Sales Representative	07
82130	Word Processing Operator	11
81950	Work Dispatcher	23

*Occupational groups apply in these occupations.

EXHIBIT "A"
LISTING OF JOB CODES HAVING OCCUPATIONAL GROUPS

Occupation Group 101

81400 Ldg. Line Mechanic (North)
81390 Line Mechanic (North)
81411 Line Crew Leader (North)
80150 Troubleshooter (North)

Occupational Group 102

80151 Troubleshooter (North)

Occupational Group 103

81270 Electrician (North)
81323 Electrician Group Leader (North)
81310 Leading Electrician (North)
80461 OCB Trans. Bushing Tester (North)
81321 Substation Electrician Group Ldr. (North)

Occupational Group 104

82470 Relay/SCADA Group Leader
81251 Technician - Electrical Testing (North)

Occupational Group 105

81242 Leading Machinist
81241 Machinist

Occupational Group 106

80060 Distribution Dispatcher (North)

Occupational Group 107

81131 Heavy Equipment Specialist (North)
81445 Leading Materials Specialist (North)
81443 Ldg. Recreation/Materials Specialist
81171 Logistics Coordinator (North)
81441 Materials Specialist (North)

Occupational Group 108

80391 Meter Reader (North)
82660 Meter Reader/Collections Field Rep.
80361 Meter Servicer (North)
80411 Meter Tester A
80332 Meter Testing Leader (North)
80370 Service Specialist

Occupational Group 109

81050 Leading Hydro Mtce. Mechanic
81040 Hydro Maintenance Group Leader
80510 Hydro Maintenance Mechanic

Occupational Group 110

80500 Hydro Plant Operator

Occupational Group 111

81200 Maintenance Mechanic/Operator (North)
81211 Maintenance Worker (North)

Occupational Group 114

80241 Ldg. Fleet Technician (North)
80251 Fleet Technician (North)

Occupational Group 115

80811 Communications Tech (North)

Occupational Group 116

80210 Auxiliary Operator
80180 Control Operator
80220 Lead Auxiliary Operator

Occupational Group 117

82330 NPOT

Occupational Group 118

80190 Leading Mechanic-Electrician
80050 Mechanic-Electrician

Occupational Group 119

80660 Instrument & Control Technician
80670 Ldg. Instrument & Control Tech

Occupational Group 120

80602 Radiochemical Technician

Occupational Group 121

80202 ALARA Technologist
80201 Health Physics Technologist
82320 Lead HP Technologist

Occupational Group 122

81020 Leading Stock Handler
80901 Materials Examiner
80902 Materials Inspector
81010 Stock Handler

Occupational Group 123

82190 Lead Utility Worker
81213 Utility Worker

Occupational Group 124

80771 Construction Worker (North)

Occupational Group 201

81420 Leading Line Mechanic (South)
81412 Line Crew Leader (South)
81430 Line Mechanic (South)
80152 Troubleshooter (South Group 1)

Occupational Group 202

80470 Pole Crew Leader

Occupational Group 203

80010 Forester
80090 Forestry Crew Leader
80100 Head Forester

Occupational Group 204

80562 Leading URD Installer
80561 URD Installer

Occupational Group 205

80242 Ldg. Fleet Technician (South Group 5)
80252 Fleet Technician (South Group 5)

Occupational Group 208

82350 Street Lighting Servicer - T

Occupational Group 211

81162 Conduit Crew Leader
81150 Semi-Skilled Laborer
81161 Underground Equipment Operator

Occupational Group 212

80082 Cable Crew Leader
80550 Cable Installer
80081 Cable Splicer

Occupational Group 213

81280 Electrician (South)
81324 Electrician Group Leader (South)

EXHIBIT "A"
LISTING OF JOB CODES HAVING OCCUPATIONAL GROUPS

Occupational Group 215

80812 Communications Tech (South)
82500 Group Leader - Relay
82490 Group Leader - SCADA
82480 Special Testing Group Leader
81252 Technician - Electrical Testing (South)
80420 Test Engineer

Occupational Group 217

80331 Leading Meter Servicer
80362 Meter Servicer (South)
80310 Service Inspector

Occupational Group 218

80380 Meter Tester I
80300 Meter Testing Leader (South)
80280 Metering Mechanician
80412 Primary Tester
80760 Shop Tester
80320 Special Metering Technician
80350 Voltage Regulator

Occupational Group 219

82820 Combined Cycle Plt. Elec./Cntrl. Tech.
81330 Leading Plant Electrician
81300 Plant Electrician

Occupational Group 221

80140 Operator (Traveling)

Occupational Group 222

80462 OCB Trans. Bushing Tester (South)
81290 Substation Electrician
81322 Substation Elec. Grp. Ldr. (South)

Occupational Group 223

81750 Groundskeeper

Occupational Group 224

80430 Transformer Repair Leader
80450 Transformer Repairer
80440 Transformer Tester

Occupational Group 225

80153 Troubleshooter (South Group 25)

Occupational Group 228

80070 Distribution Dispatcher (South)

Occupational Group 229

80772 Construction Worker (South)

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates			Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates								
					Effective 08/16/04	Effective 08/16/04	Effective 09/19/04						Effective 09/19/04	Effective 08/16/05	Effective 08/16/06	Effective 08/16/04	Effective 08/16/04	Effective 09/19/04	Effective 09/19/04	Effective 08/16/05	Effective 08/16/06
					\$	\$	\$						\$	\$	\$	\$	\$	\$	\$	\$	\$
1	1	3	10.89	4	7.19	7.41	7.63	14	1	3	15.95	4	11.01	11.34	11.68						
	2	9	11.17	8	11.17	11.51	11.86		2	6	16.24	5	16.24	16.73	17.23						
	99	0	11.99	0	11.99	12.35	12.72		3	6	16.85	6	16.85	17.36	17.88						
2	1	3	11.25	4	7.43	7.65	7.88	15	4	9	17.45	9	17.45	17.97	18.51						
	2	9	11.54	8	11.54	11.89	12.25		99	0	18.35	0	18.35	18.90	19.47						
	99	0	12.39	0	12.39	12.76	13.14		1	3	16.49	4	11.38	11.72	12.07						
3	1	3	11.63	4	7.67	7.90	8.14	16	2	6	16.80	5	16.80	17.30	17.82						
	2	9	11.94	8	11.94	12.30	12.67		3	6	17.42	6	17.42	17.94	18.48						
	99	0	12.78	0	12.78	13.16	13.55		4	9	18.04	9	18.04	18.58	19.14						
4	1	3	12.02	4	7.93	8.17	8.42	17	99	0	18.96	0	18.96	19.53	20.12						
	2	9	12.33	8	12.33	12.70	13.08		1	3	17.05	4	11.76	12.11	12.47						
	99	0	13.21	0	13.21	13.61	14.02		2	6	17.36	5	17.36	17.88	18.42						
5	1	3	12.42	4	8.19	8.44	8.69	18	3	6	17.99	6	17.99	18.53	19.09						
	2	9	12.73	8	12.73	13.11	13.50		4	9	18.62	9	18.62	19.18	19.76						
	99	0	13.65	0	13.65	14.06	14.48		99	0	19.60	0	19.60	20.19	20.80						
6	1	3	12.82	4	8.46	8.71	8.97	19	1	3	17.60	4	12.14	12.50	12.88						
	2	9	13.14	8	13.14	13.53	13.94		2	6	17.94	5	17.94	18.48	19.03						
	99	0	14.10	0	14.10	14.52	14.96		3	6	18.58	6	18.58	19.14	19.71						
7	1	3	13.25	4	8.74	9.00	9.27	20	4	9	19.27	9	19.27	19.85	20.45						
	2	9	13.58	8	13.58	13.99	14.41		99	0	20.24	0	20.24	20.85	21.48						
	99	0	14.57	0	14.57	15.01	15.46		1	3	18.19	4	12.55	12.93	13.32						
8	1	3	13.68	4	9.03	9.30	9.58	21	2	6	18.54	5	18.54	19.10	19.67						
	2	9	14.03	8	14.03	14.45	14.88		3	6	19.23	6	19.23	19.81	20.40						
	99	0	15.05	0	15.05	15.50	15.97		4	9	19.90	9	19.90	20.50	21.12						
9	1	3	14.16	4	9.34	9.62	9.91	22	99	0	20.92	0	20.92	21.55	22.20						
	2	9	14.51	8	14.51	14.95	15.40		1	3	18.01	4	12.97	13.36	13.76						
	99	0	15.57	0	15.57	16.04	16.52		2	6	18.32	5	18.32	18.87	19.44						
10	1	3	13.99	4	9.66	9.95	10.25	23	3	6	18.92	6	18.92	19.49	20.07						
	2	6	14.26	5	14.26	14.69	15.13		4	6	19.51	6	19.51	20.10	20.70						
	3	6	14.78	6	14.78	15.22	15.68		5	6	20.12	6	20.12	20.72	21.34						
11	1	3	14.45	4	9.97	10.27	10.58	24	6	9	20.73	9	20.73	21.35	21.99						
	2	6	14.73	5	14.73	15.17	15.63		99	0	21.61	0	21.61	22.26	22.93						
	3	6	15.29	6	15.29	15.75	16.22		1	3	18.62	4	13.41	13.81	14.22						
12	1	3	14.95	4	10.31	10.62	10.94	25	2	6	18.94	5	18.94	19.51	20.10						
	2	6	15.22	5	15.22	15.68	16.15		3	6	19.55	6	19.55	20.14	20.74						
	3	6	15.78	6	15.78	16.25	16.74		4	6	20.19	6	20.19	20.80	21.42						
13	1	3	15.43	4	10.65	10.97	11.30	26	5	6	20.80	6	20.80	21.42	22.06						
	2	6	15.74	5	15.74	16.21	16.70		6	9	21.41	9	21.41	22.05	22.71						
	3	6	16.32	6	16.32	16.81	17.31		99	0	22.35	0	22.35	23.02	23.71						
14	1	3	15.89	4	10.89	11.21	11.54	27	1	3	19.26	4	13.85	14.27	14.70						
	2	6	16.20	5	16.20	16.67	17.14		2	6	19.57	5	19.57	20.16	20.76						
	3	6	16.81	6	16.81	17.29	17.77		3	6	20.21	6	20.21	20.82	21.44						
15	1	3	16.37	4	11.09	11.41	11.74	28	4	6	20.85	6	20.85	21.48	22.12						
	2	6	16.68	5	16.68	17.15	17.62		5	6	21.50	6	21.50	22.15	22.81						
	3	6	17.29	6	17.29	17.77	18.24		6	9	22.13	9	22.13	22.79	23.47						
16	1	3	16.77	4	11.39	11.71	12.04	29	99	0	23.08	0	23.08	23.77	24.48						
	2	6	17.08	5	17.08	17.55	18.02		1	3	19.88	4	14.30	14.73	15.17						
	3	6	17.69	6	17.69	18.17	18.64		2	6	20.22	5	20.22	20.83	21.45						
17	1	3	17.19	4	11.69	12.01	12.34	30	3	6	20.87	6	20.87	21.50	22.15						
	2	6	17.50	5	17.50	17.97	18.44		4	6	21.55	6	21.55	22.20	22.87						
	3	6	18.11	6	18.11	18.59	19.06		5	6	22.21	6	22.21	22.88	23.57						
18	1	3	17.61	4	11.99	12.31	12.64	31	6	9	22.87	9	22.87	23.56	24.27						
	2	6	17.92	5	17.92	18.39	18.86		99	0	23.84	0	23.84	24.56	25.30						
	3	6	18.53	6	18.53	19.01	19.48														

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates			Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates		
					Effective 08/16/04	Effective 08/16/04	Effective 09/19/04						Effective 09/19/04	Effective 08/16/05	Effective 08/16/06
			\$		\$	\$	\$				\$		\$	\$	\$
23	1	3	20.56	4	14.81	15.25	15.71	30	1	3	24.83	4	18.62	19.18	19.76
	2	6	20.90	5	20.90	21.53	22.18		2	6	25.22	5	25.22	25.98	26.76
	3	6	21.59	6	21.59	22.24	22.91		3	6	26.01	6	26.01	26.79	27.59
	4	6	22.26	6	22.26	22.93	23.62		4	6	26.76	6	26.76	27.56	28.39
	5	6	22.96	6	22.96	23.65	24.36		5	6	27.55	6	27.55	28.38	29.23
	6	9	23.66	9	23.66	24.37	25.10		6	6	28.30	6	28.30	29.15	30.02
99	0	24.68	0	24.68	25.42	26.18	7	6	29.11	6	29.11	29.98	30.88		
24	1	3	21.23	4	15.29	15.75	16.22	31	1	3	25.51	4	19.12	19.69	20.28
	2	6	21.58	5	21.58	22.23	22.90		2	6	25.91	5	25.91	26.69	27.49
	3	6	22.31	6	22.31	22.98	23.67		3	6	26.69	6	26.69	27.49	28.31
	4	6	23.00	6	23.00	23.69	24.40		4	6	27.49	6	27.49	28.31	29.16
	5	6	23.72	6	23.72	24.43	25.16		5	6	28.27	6	28.27	29.12	29.99
	6	9	24.42	9	24.42	25.15	25.90		6	6	29.09	6	29.09	29.96	30.86
99	0	25.48	0	25.48	26.24	27.03	7	6	29.88	6	29.88	30.78	31.70		
25	1	3	21.95	4	15.81	16.28	16.77	32	1	3	26.20	4	19.64	20.23	20.84
	2	6	22.32	5	22.32	22.99	23.68		2	6	26.62	5	26.62	27.42	28.24
	3	6	23.03	6	23.03	23.72	24.43		3	6	27.43	6	27.43	28.25	29.10
	4	6	23.77	6	23.77	24.48	25.21		4	6	28.24	6	28.24	29.09	29.96
	5	6	24.49	6	24.49	25.22	25.98		5	6	29.07	6	29.07	29.94	30.84
	6	9	25.24	9	25.24	26.00	26.78		6	6	29.88	6	29.88	30.78	31.70
99	0	26.35	0	26.35	27.14	27.95	7	6	30.70	6	30.70	31.62	32.57		
26	1	3	22.66	4	16.32	16.81	17.31	33	1	3	26.90	4	20.18	20.79	21.41
	2	6	23.05	5	23.05	23.74	24.45		2	6	27.34	5	27.34	28.16	29.00
	3	6	23.80	6	23.80	24.51	25.25		3	6	28.18	6	28.18	29.03	29.90
	4	6	24.57	6	24.57	25.31	26.07		4	6	28.98	6	28.98	29.85	30.75
	5	6	25.32	6	25.32	26.08	26.86		5	6	29.84	6	29.84	30.74	31.66
	6	9	26.07	9	26.07	26.85	27.66		6	6	30.69	6	30.69	31.61	32.56
99	0	27.20	0	27.20	28.02	28.86	7	6	31.52	6	31.52	32.47	33.44		
27	1	3	22.51	4	16.89	17.40	17.92	34	1	3	27.63	4	20.74	21.36	22.00
	2	6	22.87	5	22.87	23.56	24.27		2	6	28.09	5	28.09	28.93	29.80
	3	6	23.55	6	23.55	24.26	24.99		3	6	28.93	6	28.93	29.80	30.69
	4	6	24.25	6	24.25	24.98	25.73		4	6	29.80	6	29.80	30.69	31.61
	5	6	24.96	6	24.96	25.71	26.48		5	6	30.67	6	30.67	31.59	32.54
	6	6	25.67	6	25.67	26.44	27.23		6	6	31.52	6	31.52	32.47	33.44
7	6	26.38	6	26.38	27.17	27.99	7	6	32.40	6	32.40	33.37	34.37		
8	9	27.07	9	27.07	27.88	28.72	8	9	33.27	9	33.27	34.27	35.30		
99	0	28.15	0	28.15	28.99	29.86	99	0	34.57	0	34.57	35.61	36.68		
28	1	3	23.25	4	17.44	17.96	18.50	35	1	3	28.39	4	21.29	21.93	22.59
	2	6	23.61	5	23.61	24.32	25.05		2	6	28.85	5	28.85	29.72	30.61
	3	6	24.35	6	24.35	25.08	25.83		3	6	29.73	6	29.73	30.62	31.54
	4	6	25.06	6	25.06	25.81	26.58		4	6	30.60	6	30.60	31.52	32.47
	5	6	25.77	6	25.77	26.54	27.34		5	6	31.50	6	31.50	32.45	33.42
	6	6	26.51	6	26.51	27.31	28.13		6	6	32.39	6	32.39	33.36	34.36
7	6	27.22	6	27.22	28.04	28.88	7	6	33.28	6	33.28	34.28	35.31		
8	9	27.96	9	27.96	28.80	29.66	8	9	34.17	9	34.17	35.20	36.26		
99	0	29.06	0	29.06	29.93	30.83	99	0	35.49	0	35.49	36.55	37.65		
29	1	3	24.04	4	18.03	18.57	19.13	35	1	3	28.39	4	21.29	21.93	22.59
	2	6	24.41	5	24.41	25.14	25.89		2	6	28.85	5	28.85	29.72	30.61
	3	6	25.15	6	25.15	25.90	26.68		3	6	29.73	6	29.73	30.62	31.54
	4	6	25.91	6	25.91	26.69	27.49		4	6	30.60	6	30.60	31.52	32.47
	5	6	26.66	6	26.66	27.46	28.28		5	6	31.50	6	31.50	32.45	33.42
	6	6	27.40	6	27.40	28.22	29.07		6	6	32.39	6	32.39	33.36	34.36
7	6	28.17	6	28.17	29.02	29.89	7	6	33.28	6	33.28	34.28	35.31		
8	9	28.90	9	28.90	29.77	30.66	8	9	34.17	9	34.17	35.20	36.26		
99	0	30.05	0	30.05	30.95	31.88	99	0	35.49	0	35.49	36.55	37.65		

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates			Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates						
					Effective 08/16/04	Effective 08/16/04	Effective 09/19/04						Effective 09/19/04	Effective 08/16/05	Effective 08/16/06	Effective 09/19/04	Effective 08/16/05	Effective 08/16/06	
			\$		\$	\$	\$				\$		\$	\$	\$	\$			
36	1	3	29.17	4	21.88	22.54	23.22	42	1	3	34.27	4	25.70	26.47	27.26				
	2	6	29.62	5	29.62	30.51	31.43		2	6	34.80	5	34.80	35.84	36.92				
	3	6	30.53	6	30.53	31.45	32.39		3	6	35.86	6	35.86	36.94	38.05				
	4	6	31.45	6	31.45	32.39	33.36		4	6	36.94	6	36.94	38.05	39.19				
	5	6	32.35	6	32.35	33.32	34.32		5	6	38.02	6	38.02	39.16	40.33				
	6	6	33.27	6	33.27	34.27	35.30		6	6	39.09	6	39.09	40.26	41.47				
	7	6	34.19	6	34.19	35.22	36.28		7	6	40.15	6	40.15	41.35	42.59				
	8	9	35.07	9	35.07	36.12	37.20		8	9	41.25	9	41.25	42.49	43.76				
	99	0	36.47	0	36.47	37.56	38.69		99	0	42.84	0	42.84	44.13	45.45				
37	1	3	29.97	4	22.46	23.13	23.82	43	1	3	35.21	4	26.39	27.18	28.00				
	2	6	30.44	5	30.44	31.35	32.29		2	6	35.74	5	35.74	36.81	37.91				
	3	6	31.37	6	31.37	32.31	33.28		3	6	36.85	6	36.85	37.96	39.10				
	4	6	32.30	6	32.30	33.27	34.27		4	6	37.93	6	37.93	39.07	40.24				
	5	6	33.25	6	33.25	34.25	35.28		5	6	39.06	6	39.06	40.23	41.44				
	6	6	34.19	6	34.19	35.22	36.28		6	6	40.15	6	40.15	41.35	42.59				
	7	6	35.09	6	35.09	36.14	37.22		7	6	41.27	6	41.27	42.51	43.79				
	8	9	36.04	9	36.04	37.12	38.23		8	9	42.33	9	42.33	43.60	44.91				
	99	0	37.44	0	37.44	38.56	39.72		99	0	43.98	0	43.98	45.30	46.66				
38	1	3	30.79	4	23.08	23.77	24.48	44	1	3	13.64	4	8.97	9.24	9.52				
	2	6	31.25	5	31.25	32.19	33.16		2	6	14.06	5	14.06	14.48	14.91				
	3	6	32.22	6	32.22	33.19	34.19		3	9	14.51	9	14.51	14.95	15.40				
	4	6	33.20	6	33.20	34.20	35.23		99	0	14.95	0	14.95	15.40	15.86				
	5	6	34.13	6	34.13	35.15	36.20		100	1	6	34.08	6	34.08	35.10	36.15			
	6	6	35.09	6	35.09	36.14	37.22			99	0	34.55	0	34.55	35.59	36.66			
	7	6	36.07	6	36.07	37.15	38.26			101	1	6	30.92	6	30.92	31.85	32.81		
	8	9	37.01	9	37.01	38.12	39.26				2	6	31.84	6	31.84	32.80	33.78		
	99	0	38.47	0	38.47	39.62	40.81				3	6	32.73	6	32.73	33.71	34.72		
39	1	3	31.63	4	23.71	24.42	25.15	99	0		33.64	0	33.64	34.65	35.69				
	2	6	32.11	5	32.11	33.07	34.06		102	1	6	23.36	6	23.36	24.06	24.78			
	3	6	33.09	6	33.09	34.08	35.10			2	6	24.36	6	24.36	25.09	25.84			
	4	6	34.08	6	34.08	35.10	36.15			3	6	25.33	6	25.33	26.09	26.87			
	5	6	35.06	6	35.06	36.11	37.19			99	0	26.35	0	26.35	27.14	27.95			
	6	6	36.05	6	36.05	37.13	38.24			103	1	6	24.17	6	24.17	24.90	25.65		
	7	6	37.03	6	37.03	38.14	39.28		2		6	26.74	6	26.74	27.54	28.37			
	8	9	38.04	9	38.04	39.18	40.36		3		6	29.30	6	29.30	30.18	31.09			
	99	0	39.51	0	39.51	40.70	41.92		99		0	31.87	0	31.87	32.83	33.81			
40	1	3	32.48	4	24.36	25.09	25.84	99	0	31.87	0	31.87	32.83	33.81					
	2	6	32.98	5	32.98	33.97	34.99		104	1	6	34.64	6	34.64	35.68	36.75			
	3	6	34.01	6	34.01	35.03	36.08			2	6	35.49	6	35.49	36.55	37.65			
	4	6	35.02	6	35.02	36.07	37.15			99	0	36.33	0	36.33	37.42	38.54			
	5	6	36.03	6	36.03	37.11	38.22			105	1	6	32.13	6	32.13	33.09	34.08		
	6	6	37.03	6	37.03	38.14	39.28				2	6	33.24	6	33.24	34.24	35.27		
	7	6	38.07	6	38.07	39.21	40.39		3		6	34.30	6	34.30	35.33	36.39			
	8	9	39.08	9	39.08	40.25	41.46		99		0	35.39	0	35.39	36.45	37.54			
	99	0	40.60	0	40.60	41.82	43.07		106	1	6	16.64	6	16.64	17.14	17.65			
41	1	3	33.36	4	25.02	25.77	26.54	99		0	18.35	0	18.35	18.90	19.47				
	2	6	33.88	5	33.88	34.90	35.95			106	1	6	17.22	6	17.22	17.74	18.27		
	3	6	34.94	6	34.94	35.99	37.07				2	6	17.79	6	17.79	18.32	18.87		
	4	6	35.96	6	35.96	37.04	38.15				99	0	18.35	0	18.35	18.90	19.47		
	5	6	36.99	6	36.99	38.10	39.24					106	1	6	16.64	6	16.64	17.14	17.65
	6	6	38.06	6	38.06	39.20	40.38						2	6	17.22	6	17.22	17.74	18.27
	7	6	39.10	6	39.10	40.27	41.48			3			6	17.79	6	17.79	18.32	18.87	
	8	9	40.14	9	40.14	41.34	42.58			99	0		18.35	0	18.35	18.90	19.47		
	99	0	41.70	0	41.70	42.95	44.24												

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates			Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates				
					Effective 09/19/04	Effective 08/16/05	Effective 08/16/06						Effective 09/19/04	Effective 08/16/05	Effective 08/16/06		
			\$		\$	\$					\$		\$	\$		\$	\$
107	1	6	26.63	6	26.63	27.43	28.25	120	1	6	27.76	6	27.76	28.59	29.45		
	2	6	27.77	6	27.77	28.60	29.46		2	6	28.28	6	28.28	29.13	30.00		
	3	6	28.89	6	28.89	29.76	30.65		99	0	28.85	0	28.85	29.72	30.61		
	99	0	30.05	0	30.05	30.95	31.88										
108	1	6	34.81	6	34.81	35.85	36.93	121	1	6	26.63	6	26.63	27.43	28.25		
	2	6	35.99	6	35.99	37.07	38.18		2	6	27.77	6	27.77	28.60	29.46		
	3	6	37.16	6	37.16	38.27	39.42		3	6	28.89	6	28.89	29.76	30.65		
	99	0	38.35	0	38.35	39.50	40.69		99	0	30.05	0	30.05	30.95	31.88		
109	1	6	26.05	6	26.05	26.83	27.63	122	1	6	31.66	6	31.66	32.61	33.59		
	2	6	26.64	6	26.64	27.44	28.26		2	6	32.29	6	32.29	33.26	34.26		
	99	0	27.20	0	27.20	28.02	28.86		99	0	32.91	0	32.91	33.90	34.92		
110	1	6	25.75	6	25.75	26.52	27.32	123	1	6	35.77	6	35.77	36.84	37.95		
	2	6	26.87	6	26.87	27.68	28.51		2	6	36.97	6	36.97	38.08	39.22		
	3	6	27.96	6	27.96	28.80	29.66		3	6	38.17	6	38.17	39.32	40.50		
	99	0	29.06	0	29.06	29.93	30.83		99	0	39.41	0	39.41	40.59	41.81		
111	1	6	34.89	6	34.89	35.94	37.02	124	1	6	20.95	6	20.95	21.58	22.23		
	2	6	36.16	6	36.16	37.24	38.36		2	6	21.63	6	21.63	22.28	22.95		
	3	6	37.41	6	37.41	38.53	39.69		99	0	22.35	0	22.35	23.02	23.71		
	99	0	38.69	0	38.69	39.85	41.05										
112	1	6	30.14	6	30.14	31.04	31.97	125	1	6	32.83	6	32.83	33.81	34.82		
	2	6	31.22	6	31.22	32.16	33.12		2	6	33.78	6	33.78	34.79	35.83		
	3	6	32.32	6	32.32	33.29	34.29		99	0	34.73	0	34.73	35.77	36.84		
	99	0	33.40	0	33.40	34.40	35.43										
113	1	6	23.36	6	23.36	24.06	24.78	126	1	6	28.18	6	28.18	29.03	29.90		
	2	6	24.36	6	24.36	25.09	25.84		2	6	29.15	6	29.15	30.02	30.92		
	3	6	25.33	6	25.33	26.09	26.87		3	6	30.09	6	30.09	30.99	31.92		
	99	0	26.35	0	26.35	27.14	27.95		99	0	31.04	0	31.04	31.97	32.93		
114	1	6	32.62	6	32.62	33.60	34.61	127	1	6	30.74	6	30.74	31.66	32.61		
	2	6	33.36	6	33.36	34.36	35.39		2	6	31.43	6	31.43	32.37	33.34		
	99	0	34.10	0	34.10	35.12	36.17		99	0	32.13	0	32.13	33.09	34.08		
115	1	6	27.83	6	27.83	28.66	29.52	128	1	6	23.46	6	23.46	24.16	24.88		
	2	6	28.48	6	28.48	29.33	30.21		2	6	25.33	6	25.33	26.09	26.87		
	99	0	29.12	0	29.12	29.99	30.89		3	6	27.19	6	27.19	28.01	28.85		
116	1	6	35.85	6	35.85	36.93	38.04	129	1	6	30.86	6	30.86	31.79	32.74		
	2	6	37.14	6	37.14	38.25	39.40		2	6	31.68	6	31.68	32.63	33.61		
	3	6	38.44	6	38.44	39.59	40.78		3	6	32.51	6	32.51	33.49	34.49		
	99	0	39.74	0	39.74	40.93	42.16		99	0	33.34	0	33.34	34.34	35.37		
117	1	6	24.77	6	24.77	25.51	26.28	130	1	6	15.01	6	15.01	15.46	15.92		
	2	6	25.66	6	25.66	26.43	27.22		2	6	15.94	6	15.94	16.42	16.91		
	3	6	26.55	6	26.55	27.35	28.17		3	6	16.85	6	16.85	17.36	17.88		
	99	0	27.44	0	27.44	28.26	29.11		99	0	17.75	0	17.75	18.28	18.83		
118	1	6	30.74	6	30.74	31.66	32.61	131	1	6	26.17	6	26.17	26.96	27.77		
	2	6	31.43	6	31.43	32.37	33.34		2	6	26.80	6	26.80	27.60	28.43		
	99	0	32.13	0	32.13	33.09	34.08		99	0	27.44	0	27.44	28.26	29.11		
119	1	6	32.95	6	32.95	33.94	34.96	132	1	6	32.21	6	32.21	33.18	34.18		
	2	6	33.74	6	33.74	34.75	35.79		2	6	33.37	6	33.37	34.37	35.40		
	99	0	34.56	0	34.56	35.60	36.67		3	6	34.55	6	34.55	35.59	36.66		
									99	0	35.69	0	35.69	36.76	37.86		

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates			Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates								
					Effective 08/16/04	Effective 08/16/04	Effective 09/19/04						Effective 09/19/04	Effective 08/16/05	Effective 08/16/06	Effective 08/16/04	Effective 08/16/04	Effective 09/19/04	Effective 09/19/04	Effective 08/16/05	Effective 08/16/06
					\$	\$	\$						\$	\$	\$	\$	\$	\$	\$	\$	\$
133	1	6	22.80	6	22.80	23.48	24.18	147	1	6	33.83	6	33.83	34.84	35.89						
	2	6	23.98	6	23.98	24.70	25.44		2	6	34.94	6	34.94	35.99	37.07						
	3	6	25.16	6	25.16	25.91	26.69		99	0	36.02	0	36.02	37.10	38.21						
	99	0	26.35	0	26.35	27.14	27.95														
								148	1	6	34.81	6	34.81	35.85	36.93						
134	1	6	24.42	6	24.42	25.15	25.90		2	6	35.99	6	35.99	37.07	38.18						
	2	6	24.97	6	24.97	25.72	26.49		3	6	37.17	6	37.17	38.29	39.44						
	99	0	25.54	0	25.54	26.31	27.10		99	0	38.35	0	38.35	39.50	40.69						
								149	1	6	14.49	6	14.49	14.92	15.37						
135	1	6	23.72	6	23.72	24.43	25.16		2	6	15.78	6	15.78	16.25	16.74						
	2	6	24.34	6	24.34	25.07	25.82		3	6	17.07	6	17.07	17.58	18.11						
	99	0	24.93	0	24.93	25.68	26.45		99	0	18.36	0	18.36	18.91	19.48						
								150	1	6	33.90	6	33.90	34.92	35.97						
136	1	6	22.20	6	22.20	22.87	23.56		2	6	35.03	6	35.03	36.08	37.16						
	2	6	22.78	6	22.78	23.46	24.16		3	6	36.18	6	36.18	37.27	38.39						
	99	0	23.36	0	23.36	24.06	24.78		99	0	37.32	0	37.32	38.44	39.59						
								151	1	6	19.44	6	19.44	20.02	20.62						
137	1	6	32.51	6	32.51	33.49	34.49		2	6	20.53	6	20.53	21.15	21.78						
	2	6	33.14	6	33.14	34.13	35.15		99	0	21.61	0	21.61	22.26	22.93						
	99	0	33.77	0	33.77	34.78	35.82														
								153	1	6	17.35	6	17.35	17.87	18.41						
138	1	6	22.37	6	22.37	23.04	23.73		2	6	19.14	6	19.14	19.71	20.30						
	2	6	23.13	6	23.13	23.82	24.53		99	0	20.92	0	20.92	21.55	22.20						
	3	6	23.91	6	23.91	24.63	25.37														
	99	0	24.68	0	24.68	25.42	26.18														
								154	1	6	14.81	6	14.81	15.25	15.71						
139	1	6	30.08	6	30.08	30.98	31.91		2	6	16.42	6	16.42	16.91	17.42						
	2	6	31.09	6	31.09	32.02	32.98		3	6	18.00	6	18.00	18.54	19.10						
	3	6	32.09	6	32.09	33.05	34.04		99	0	19.60	0	19.60	20.19	20.80						
	99	0	33.11	0	33.11	34.10	35.12														
								155	1	6	20.79	6	20.79	21.41	22.05						
140	1	6	23.08	6	23.08	23.77	24.48		2	6	22.64	6	22.64	23.32	24.02						
	2	6	23.82	6	23.82	24.53	25.27		3	6	24.49	6	24.49	25.22	25.98						
	99	0	24.58	0	24.58	25.32	26.08		99	0	26.35	0	26.35	27.14	27.95						
								156	1	6	34.58	6	34.58	35.62	36.69						
141	1	6	35.51	6	35.51	36.58	37.68		2	6	35.49	6	35.49	36.55	37.65						
	2	6	36.47	6	36.47	37.56	38.69		3	6	36.42	6	36.42	37.51	38.64						
	3	6	37.41	6	37.41	38.53	39.69		99	0	37.33	0	37.33	38.45	39.60						
	99	0	38.37	0	38.37	39.52	40.71														
								157	1	6	23.81	6	23.81	24.52	25.26						
142	1	6	28.81	6	28.81	29.67	30.56		2	6	24.58	6	24.58	25.32	26.08						
	2	6	29.45	6	29.45	30.33	31.24		3	6	25.33	6	25.33	26.09	26.87						
	99	0	30.11	0	30.11	31.01	31.94		99	0	26.08	0	26.08	26.86	27.67						
								158	1	6	24.44	6	24.44	25.17	25.93						
143	1	6	29.44	6	29.44	30.32	31.23		2	6	25.04	6	25.04	25.79	26.56						
	2	6	29.77	6	29.77	30.66	31.58		3	6	25.64	6	25.64	26.41	27.20						
	99	0	30.17	0	30.17	31.08	32.01		99	0	26.23	0	26.23	27.02	27.83						
								182	1	6	17.07	6	17.07	17.58	18.11						
144	1	6	34.73	6	34.73	35.77	36.84		2	6	18.58	6	18.58	19.14	19.71						
	2	6	35.87	6	35.87	36.95	38.06		3	6	20.10	6	20.10	20.70	21.32						
	99	0	36.99	0	36.99	38.10	39.24		99	0	21.61	0	21.61	22.26	22.93						
								183	1	6	15.36	6	15.36	15.82	16.29						
145	1	6	37.68	6	37.68	38.81	39.97		2	6	16.27	6	16.27	16.76	17.26						
	2	6	38.87	6	38.87	40.04	41.24		99	0	16.61	0	16.61	17.11	17.62						
	99	0	40.11	0	40.11	41.31	42.55														
								186	1	6	15.36	6	15.36	15.82	16.29						
146	1	6	37.74	6	37.74	38.87	40.04		2	6	16.27	6	16.27	16.76	17.26						
	2	6	39.03	6	39.03	40.20	41.41		99	0	16.61	0	16.61	17.11	17.62						
	3	6	40.28	6	40.28	41.49	42.73														
	99	0	41.56	0	41.56	42.81	44.09														

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates			Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates		
		Effective 08/16/04	Effective 08/16/04	Effective 09/19/04	Effective 09/19/04	Effective 08/16/05	Effective 08/16/06			Effective 08/16/04	Effective 08/16/04	Effective 09/19/04	Effective 09/19/04	Effective 08/16/05	Effective 08/16/06
			\$		\$	\$	\$				\$		\$	\$	\$
229	1	6	24.04	6	18.03	18.57	19.13	911	99	0	30.97	0	30.97	31.90	32.86
	2	6	24.79	6	24.79	25.53	26.30								
	3	6	25.54	6	25.54	26.31	27.10								
	4	6	26.29	6	26.29	27.08	27.89								
	5	6	27.03	6	27.03	27.84	28.68								
	6	6	27.79	6	27.79	28.62	29.48								
	7	6	28.53	6	28.53	29.39	30.27								
	8	6	29.28	6	29.28	30.16	31.06								
	99	0	30.05	0	30.05	30.95	31.88								
230	1	3	23.85	4	18.62	19.18	19.76	912	1	3	20.51	4	16.86	17.37	17.89
	2	6	24.23	5	24.23	24.96	25.71								
	3	6	24.94	6	24.94	25.69	26.46								
	4	6	25.67	6	25.67	26.44	27.23								
	5	6	26.39	6	26.39	27.18	28.00								
	6	6	27.10	6	27.10	27.91	28.75								
	7	6	27.82	6	27.82	28.65	29.51								
	8	6	28.53	6	28.53	29.39	30.27								
	9	6	29.25	6	29.25	30.13	31.03								
	99	0	31.04	0	31.04	31.97	32.93								
231	1	3	26.59	4	20.74	21.36	22.00	913	1	3	19.99	4	16.43	16.92	17.43
	2	6	26.99	5	26.99	27.80	28.63								
	3	6	27.78	6	27.78	28.61	29.47								
	4	6	28.57	6	28.57	29.43	30.31								
	5	6	29.37	6	29.37	30.25	31.16								
	6	6	30.17	6	30.17	31.08	32.01								
	7	6	30.96	6	30.96	31.89	32.85								
	8	6	31.77	6	31.77	32.72	33.70								
	9	6	32.55	6	32.55	33.53	34.54								
	99	0	34.57	0	34.57	35.61	36.68								
233	1	3	25.87	4	20.18	20.79	21.41	914	99	0	11.52	0	11.52	11.87	12.23
	2	6	26.27	5	26.27	27.06	27.87								
	3	6	27.04	6	27.04	27.85	28.69								
	4	6	27.82	6	27.82	28.65	29.51								
	5	6	28.59	6	28.59	29.45	30.33								
	6	6	29.36	6	29.36	30.24	31.15								
	7	6	30.14	6	30.14	31.04	31.97								
	8	6	30.91	6	30.91	31.84	32.80								
	9	6	31.70	6	31.70	32.65	33.63								
	99	0	33.64	0	33.64	34.65	35.69								
250	1	3	25.87	4	20.18	20.79	21.41	915	99	0	11.52	0	11.52	11.87	12.23
	2	6	26.27	5	26.27	27.06	27.87								
	3	6	27.04	6	27.04	27.85	28.69								
	4	6	27.82	6	27.82	28.65	29.51								
	5	6	28.59	6	28.59	29.45	30.33								
	6	6	29.36	6	29.36	30.24	31.15								
	7	6	30.14	6	30.14	31.04	31.97								
	8	6	30.91	6	30.91	31.84	32.80								
	9	6	31.70	6	31.70	32.65	33.63								
	99	0	33.64	0	33.64	34.65	35.69								
251	1	3	25.87	4	20.18	20.79	21.41	916	99	0	11.52	0	11.52	11.87	12.23
	2	6	26.27	5	26.27	27.06	27.87								
	3	6	27.04	6	27.04	27.85	28.69								
	4	6	27.82	6	27.82	28.65	29.51								
	5	6	28.59	6	28.59	29.45	30.33								
	6	6	29.36	6	29.36	30.24	31.15								
	7	6	30.14	6	30.14	31.04	31.97								
	8	6	30.91	6	30.91	31.84	32.80								
	9	6	31.70	6	31.70	32.65	33.63								
	99	0	33.64	0	33.64	34.65	35.69								
900	1	3	19.99	4	16.43	16.92	17.43	917	99	0	11.52	0	11.52	11.87	12.23
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	918	99	0	11.52	0	11.52	11.87	12.23
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	919	99	0	11.52	0	11.52	11.87	12.23
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	920V	1st Summer	11.30	0	11.30	11.64	11.99	
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	921V	2nd Summer	11.86	0	11.86	12.22	12.59	
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	922V	1st Summer	13.50	0	13.50	13.91	14.33	
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	923V	2nd Summer	14.00	0	14.00	14.42	14.85	
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	924V	1st Season	15.07	0	15.07	15.52	15.99	
	2	6	20.54	5	20.54	21.16	21.79								
	3	6	21.22	6	21.22	21.86	22.52								
	4	6	21.91	6	21.91	22.57	23.25								
	5	6	22.59	6	22.59	23.27	23.97								
	6	6	23.29	6	23.29	23.99	24.71								
	7	6	23.96	6	23.96	24.68	25.42								
	8	6	24.78	6	24.78	25.52	26.29								
	9	6	25.62	6	25.62	26.39	27.18								
	99	0	27.38	0	27.38	28.20	29.05								
900	1	3	19.99	4	16.43	16.92	17.43	925V	2nd Season	15.07	0	15.07	15.52	15.99	
	2	6	20.54												

EXHIBIT "A"
WAGE SCHEDULES

Pay Grade	Wage Step	Normal Time Interval (Mos.)	Hourly Wage Rate	Normal Time Interval (Mos.)	Hourly Wage Rates		
					Effective 08/16/04	Effective 08/16/04	Effective 09/19/04
			\$		\$	\$	\$
04	1	3	16.17	4	11.42	11.76	12.11
	2	6	16.53	5	16.53	17.03	17.54
	3	6	17.25	6	17.25	17.77	18.30
	4	9	17.97	9	17.97	18.51	19.07
	99	0	19.04	0	19.04	19.61	20.20
05	1	6	20.13	6	13.84	14.26	14.69
	2	9	20.66	9	20.66	21.28	21.92
	3	9	21.48	9	21.48	22.12	22.78
	4	9	22.26	9	22.26	22.93	23.62
	99	0	23.07	0	23.07	23.76	24.47
06	1	6	17.49	6	11.93	12.29	12.66
	2	6	18.00	6	18.00	18.54	19.10
	3	6	18.55	6	18.55	19.11	19.68
	4	9	19.08	9	19.08	19.65	20.24
	99	0	19.88	0	19.88	20.48	21.09
07	1	6	23.80	6	16.78	17.28	17.80
	2	6	24.39	6	24.39	25.12	25.87
	3	6	25.00	6	25.00	25.75	26.52
	4	6	25.59	6	25.59	26.36	27.15
	5	6	26.19	6	26.19	26.98	27.79
	6	6	26.77	6	26.77	27.57	28.40
	7	9	27.37	9	27.37	28.19	29.04
	99	0	27.96	0	27.96	28.80	29.66
08	1	6	27.52	6	27.52	28.35	29.20
	2	9	27.99	9	27.99	28.83	29.69
	3	9	28.68	9	28.68	29.54	30.43
	4	9	29.37	9	29.37	30.25	31.16
	5	9	30.07	9	30.07	30.97	31.90
	99	0	30.77	0	30.77	31.69	32.64
09	1	6	32.72	6	32.72	33.70	34.71
	99	0	33.85	0	33.85	34.87	35.92

EXHIBIT "B"

LOCAL UNION NO. 2150, I.B.E.W., A.F.L.-C.I.O.

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct _____ to deduct from my pay, an amount equal to the dues and initiation fees in the amounts fixed in accordance with the Bylaws of Local Union 2150 and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) _____ Signature _____

S.S. # _____ Address _____

Date _____

EXHIBIT "C"

I.B.E.W. C.O.P.E. DEDUCTION AUTHORIZATION

LOCAL UNION NO. 2150, I.B.E.W., A.F.L.-C.I.O.

I, the undersigned member of Local Union No. 2150, International Brotherhood of Electrical Workers (IBEW), A.F.L.-C.I.O., hereby authorize my employer, Wisconsin Electric Power Company or Wisconsin Gas, LLC, to make monthly payroll deductions from my wages in the amount specified below and direct that amount so deducted to be sent to the I.B.E.W. C.O.P.E., c/o Financial Secretary of Local Union No. 2150 for and on my behalf.

I understand that this authorization will remain in force for the period of my employment with Wisconsin Electric Power Company or Wisconsin Gas, LLC, or until the employer receives notice of my election to change the amount of my contribution or cancel this authorization. Contributions or gifts to IBEW COPE are not deductible as charitable contributions for federal income tax purposes.

Monthly Deduction Amount _____ Check One: Begin Payroll Deduction
 Change Deduction Amount
 Cancel Deduction

Employee ID # _____ Hire Date _____

Name (Printed) _____ Date _____

Signature _____

Social Security Number _____

EXHIBIT "D"

EMPLOYEE SELECTION & TRAINING

Section 1

- A. The parties subscribe to the principle that proper selection of employees for promotion or transfer will be to the mutual advantage of the Company and the Union and that to implement such selections, responsible supervisors should be provided with adequate and appropriate criteria for judging "sufficient ability and qualifications" commensurate with the duties and responsibilities of the jobs involved.
- B. "Sufficient ability and qualifications," as this phrase is used herein and elsewhere in the Labor Agreement, and as applied to selections for job vacancies and other placements, shall, among other things, mean characteristics which an employee must possess in terms of aptitudes, schooling, and other background education, past work record, and experience to be eligible for selection for a given job vacancy so that when given proper specific job training, responsible supervision believes he/she will be capable of satisfactorily performing the duties of the job as established by the Company.
- C. The present basic selection procedures utilized by the Company shall include the application of tests, interviews, and supervisory ratings and the review of past work records and experience. Tests shall be utilized as a means of determining the basic abilities of employees and shall generally be applied only at specified job levels as established by the Company, but in no case shall these selection tests, as described herein, be used *in determining eligibility for changes in wage step within a specific wage schedule*. In no case shall the meeting of test criteria alone qualify an employee for a job selection; he/she must meet the other criteria, such as adequate supervisory ratings, past work records, experience, etc. After selection for a job, the employee will be expected (as in the past) to make the most of the training available to him/her and demonstrate to his/her supervisor in a reasonable time that he/she not only has the knowledge but also the necessary skill to perform the duties of the occupation. The Company shall advise the Union of any changes in job levels required by changes in organization or job requirements. The Company shall also advise the Union of the job level to which new jobs are assigned.
- D. The Company has the sole responsibility for selecting, developing, and applying all selection criteria, including tests and interviews. However, before any certain test is first applied or if it is subsequently changed, the Union office will be so advised. The Union is to be kept informed of the specific tests established for all jobs or job levels and the standards required for selection. The Union will be provided with a list of the tests to be applied for each job level, together with the corresponding minimum qualifying scores required. In accordance with the Union's request, rigid adherence to a minimum score for a given test may be waived by the Company if in its judgment a job applicant possesses other qualifications which sufficiently offset a deficiency in such test score.

Section 2

- A. When vacancies occur in occupations under the Union's jurisdiction, the Company will post such vacancies as need to be filled, in accordance with Section 19.3 of the Labor Agreement and the terms of this Exhibit.
- B. The Company will advise the Union of the names of the eligible employees applying as a result of posting of Notification of Job Vacancy. When tests are required, the Company will determine the number of applicants to be tested in order to fill the posted vacancies.

When tests are required, the Company will give the applicants at least five (5) days' notice of the nature of the tests to be administered.

- C. The Union will meet periodically with representatives of the Company to review any selections on a job posting for which the Union desires detailed explanations. After the selections have been determined by the Company, and in the event that any senior applicants have not been selected, the Company will so notify the Union and, if requested, will subsequently meet with designated Union representatives to inform them of the test results for any or all of the applicants and the basis upon which selections were made. (In order to qualify for consideration for a job vacancy, an employee making application for such vacancy shall be required to authorize the Company to inform authorized Union representatives, upon request, of the employee's test results and to provide a professional explanation thereof. Such authorization shall be included as part of the testing process.) The Company will, upon request, meet individually with any or all of the applicants processed to discuss the results of their tests. Any applicant may have a designated Union representative present for such discussion if he/she so requests.

The designated Union representatives may, upon request, review supervisory ratings made in conjunction with the application of the selection procedures provided for in this Exhibit on the condition that this information will be treated confidentially.

- D. In accordance with the provisions of the Grievance Procedure, the Union shall have the right to appeal an employee selection. In order to maintain an orderly selection and training program, however, the Union shall be allowed a maximum period of sixty (60) days from the date of the announcement of the selection in which to file such appeal.
- E. The Company may, at its discretion, proceed with the training of selected applicants even though an appeal is being processed. If the Company is found to have bypassed a senior applicant with "sufficient ability and qualifications" and the appeal was filed within sixty (60) days as mentioned above, then the junior employee selected shall be backed down to his/her former job and other employees involved in sequence shall likewise be backed down.

Section 3

- A. The Company, at its discretion, shall establish Step-Up, Promotion, and Training Pools for those occupations in which temporary vacancies are normally filled by the step-up method. The Union shall be kept informed of the occupations for which there may be pools. Each pool shall consist of a reasonable number of employees, as determined by the Company, who have been selected on the basis of having "sufficient ability and qualifications" for the occupation for which the pool has been created. When the Company determines that a vacancy in a pool exists, a Notification of Job Vacancy shall be posted in accordance with normal posting procedures. Only job applicants in the work group for which the pool is established will be considered for the pool vacancy. The selected applicant shall retain his/her regular job classification, but will also be recognized as a member of the pool. An employee selected for a pool job in a given work group who subsequently transfers to a different work group (normally by transfer to a different headquarters location) is no longer considered a member of the pool in his/her former work group. Such transferred employee shall automatically be considered a member of the pool in his/her new work group only if, as of the date of such transfer, a counterpart pool exists in the new work group and he/she is more senior than the least senior member of such pool.
- B. Normal seniority for step-up from a Step-Up, Promotion, and Training Pool follows Zone Occupational Group Seniority and is not determined from time of entrance in the pool.

- C. Where practicable, assignment of step-up shall be made in the order of Zone Occupational Group Seniority of the employees in the specified pool. However, it is recognized that under particular circumstances of varying work locations, length of the temporary vacancy or knowledge of the job, it may not always be practicable to assign step-up to the senior employee of the pool. In some special cases, some other arrangements may be mutually agreed upon, such as rotation of Step-Up assignments.
- D. In the event employees in the pool are not available for step-up, the senior available non-pool employee in the occupation from which the step-up is normally made may be assigned such step-up. Such step-up of a non-pool employee shall have no bearing on this employee's future selection for the pool or for permanent promotion.
- E. A permanent vacancy in an occupation for which a Step-Up, Promotion, and Training Pool is established shall be handled in accordance with the procedure specified in the Labor Agreement.

Section 4

- A. The Company will continue, consistent with the orderly and effective use of employees, facilities, and materials available, to develop and introduce an expanded program of formal training.
- B. The Company will periodically provide the Union with an up-to-date summary of the training programs which have been developed for each area of work.
- C. To provide both parties with information relating to training given to individual employees, the Company will maintain records of training accomplishment on all employees in jobs within the jurisdiction of the Union. In addition to the records of individuals, a record will be maintained of total hours of training conducted on Company time. A report of this tabulation by areas of work will be sent to the Union annually and will be available on individual request at any time. Likewise, the information relative to the amount of training of an individual employee and his/her progress in it will be available to the Union upon specific request.
- D. The Company will agree to meet with the Union from time to time to inform the Union of training it is conducting and plans to conduct in several work areas and to receive suggestions and recommendations from the Union. Reasonable effort will be made to incorporate these suggestions into the training programs where possible in accord with the needs and financial feasibility of a well-balanced overall training program.
- E. On behalf of its members who are employees of the Company, the Union affirms that they will conscientiously apply themselves to training courses held during regularly scheduled working hours and will also avail themselves of other educational opportunities offered by the Company and at various academic institutions in the locality.

Section 5

Nothing contained in this Exhibit shall alter or impair the Company's rights under the Labor Agreement to assign, change, or realign job duties or establish job standards and qualifications, or alter the organization or the training program as it deems necessary and nothing contained in this Exhibit shall impair any of the Company's or the Union's rights under the Labor Agreement, except to the exact extent specifically provided herein.

EXHIBIT "E"

LAYOFF & SEVERANCE PAY BENEFITS

I. General

The layoff and severance pay benefits described herein shall apply to all regular employees in the collective bargaining unit represented by the Union who have satisfactorily completed the probationary period. Such benefits shall apply only in those cases where the curtailment or lack of work, including a lack of work resulting from a reorganization or the discontinuance of an activity, function, or facility, requires layoffs, providing that such layoffs were not the consequence of:

- A. Disciplinary reason or action.
- B. Any strike, slowdown, work stoppage, picketing, or other concerted action, or any labor dispute of any kind.
- C. Any war or hostile act of a foreign power.
- D. Sabotage, insurrection, or any act of God.
- E. Governmental acquisition of any Company property or termination of any Company right, franchise, or license to do business.
- F. The sale or other disposition of a substantial part of the Company's system unless the acquiring entity fails to offer continued employment to the employee in the same or an equivalent occupation and general geographic location after the sale or other disposition.

II. Layoff Benefit

If an employee is laid off because of a curtailment or lack of work, such employee for each full calendar week of layoff shall be paid a "Layoff Payment" equal to fifty percent (50%) of such employee's current total normal weekly pay (overtime excluded). Such "Layoff Payment" shall only be paid if the employee:

- A. Was not eligible for and could not claim or receive any accident or sickness or other disability benefit, whether publicly or Company financed, or has not refused other work offered by the Company.
- B. Did not receive any wages or other employment benefit, in excess of one-half (1/2) of the applicable Unemployment Compensation weekly benefit rate, from or under any contract, plan, or arrangement of any other employer and was not eligible for such wages or benefit.

The maximum layoff benefit is limited to the amount of severance benefit set forth in Section III below. Notwithstanding this provision any employee who has satisfactorily completed the probationary period shall be eligible to receive a "Layoff Payment" for a minimum period of two (2) weeks' normal pay (overtime excluded).

III. Severance Benefit

- A. An employee who is on layoff because of a curtailment or lack of work for a continuous period of at least four (4) weeks (or a shorter period if the Company

determines that recall is unlikely) shall be eligible for a "Severance Payment" provided the employee has not refused other work offered by the Company. The "Severance Payment" shall be determined on the basis of fifty (50) hours' current normal pay (overtime excluded) for each full completed year of continuous service at the time of layoff minus any amount received by the employee as a "Layoff Payment" (Paragraph II hereof) from the Company. Completed years of continuous service for part-time employees shall be determined by proration based on their total period of employment.

Notwithstanding this provision an employee who has satisfactorily completed the probationary period shall be eligible for a minimum "Severance Payment" of two (2) weeks current normal pay (overtime excluded) minus any amount received by the employee as a "Layoff Payment" (Paragraph II hereof) from the Company.

- B. An employee who accepts a "Severance Payment" shall relinquish all rights as an employee and shall have his/her seniority and Company service for all purposes whatsoever cancelled as of the date the employee receives the "Severance Payment."
- C. An employee who is eligible for early retirement benefits under "Grandfather Provisions" of the Pension Plan agreed to by the Company and the Union and who is notified by the Company that he/she may elect early retirement in lieu of the imminent layoff of another employee and who thereafter voluntarily elects early retirement in lieu of the imminent layoff of another employee shall receive a "Severance Payment" determined in accordance with Item A hereof.

IV. Administration

- A. The layoff and severance pay benefits set forth herein shall be administered by the Company, which shall be a named fiduciary and Plan Administrator for purposes of the Employee Retirement Income Security Act of 1974. The Company may appoint such persons as it deems necessary to aid it in carrying out its duties as Plan Administrator and a named fiduciary. The Company shall establish reasonable rules, regulations, and procedures concerning the application of benefits. In administering benefits, the Company shall not discriminate in favor of or against any employee or group of employees and shall pursue uniform policies and procedures with respect to all employees similarly situated.

Application for a "Layoff Payment" or a "Severance Payment" must be submitted to the Company in writing. Any dispute arising with respect to the administration of this Exhibit shall be subject to the grievance-arbitration procedures of the Labor Agreement of which this Exhibit is a part.

- B. No "Layoff Payment" or "Severance Payment" shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that the Company shall find that such an attempt has been made with respect to any such "Layoff Payment" or "Severance Payment" due or to become due to any person, the Company in its sole discretion may terminate the interest of such person in such payment and shall apply the amount of such payment to or for the benefit of such person, his/her spouse, parents, children, or other relatives or dependents as the Company may determine, and any such application shall be a complete discharge of all liability with respect to such "Layoff Payment" or "Severance Payment."
- C. All benefits provided for in this Exhibit shall be paid by the Company directly to eligible employees. The Company shall have no obligation to provide, or any

liability for, any benefits to employees who are laid off or terminated because of a curtailment or lack of work, including a lack of work resulting from a reorganization or the discontinuance of an activity, function, or facility other than as required by this Exhibit.

- D. The Company shall be obligated to pay the benefits set forth herein only for so long as such payments are deductible as an ordinary and necessary expense under the Internal Revenue Code, as now in effect or hereafter amended. Subject to the foregoing so long as the Labor Agreement of which this Exhibit "E" is a part shall remain in effect, this Exhibit "E" shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms hereof or of the Labor Agreement.

EXHIBIT "F"

DEFERRED HOLIDAY PLAN

1. The trial arrangement will begin on January 1, 1996, and will be continued on a calendar year basis subject to extension based on the mutual agreement of the parties.
2. Employees normally scheduled to work basic scheduled hours on holidays will be eligible to use the Deferred Holiday Plan. Employees not normally scheduled to work basic scheduled hours on holidays who may work such hours on occasion will be eligible to use the Deferred Holiday Plan only when they work basic scheduled hours on a holiday.
3. All holidays deferred must be used in the calendar year in which they occur. If unused at calendar year-end, the time will be paid.
4. Eligible employees scheduled to work on a holiday can elect one of the following deferred holiday options:
 - a. Work the holiday and receive eight (8) additional hours of pay.
 - b. Work the holiday and take eight (8) hours off either before or after the holiday as a deferred holiday.
5. Eligible employees who are not required to work due to reduced staffing or workload are not eligible to defer that holiday and must take the eight (8) hours of holiday pay.
6. When a holiday falls on an eligible employee's regular scheduled day off, the employee can elect one of the following options:
 - a. Receive eight (8) additional hours of pay in the pay period in which the holiday occurs.
 - b. Take eight (8) hours off either before or after the holiday as a deferred holiday.
7. Deferred holidays are to be scheduled following completion of the annual vacation scheduling procedure and require the approval of supervision.
8. Deferred holidays cannot be taken in situations where overtime is required to cover for the absent employee, where penalty payments will be incurred because of such absence, or where workload considerations can be demonstrated to the Union steward to prohibit the granting of such time off.
9. Existing holiday premium pay provisions shall be continued for the actual holiday, not the day that a deferred holiday is used.
10. Deferred holidays will be paid in the same pay period they are used. Deferred holidays will not count against an employee's attendance record.
11. Eligible employees will indicate on the timesheet the deferred holiday/eight (8) hours' pay on the date they are receiving the deferred holiday/eight (8) hours' pay.
12. Should an eligible employee use a deferred holiday before the actual holiday and subsequently leave employment, such paid time will be recovered.

13. Additional work location specific provisions regarding implementation of the Deferred Holiday Plan will be established through discussion between supervision, Union representatives, and the employees involved.

EXHIBIT "G"

**OCCUPATIONS PREVIOUSLY LINKED TO TRAINEE JOBS
AND
TIME INTERVALS FOR DEMONSTRATING ABILITY TO ADVANCE**

<u>Occupation Number</u>	<u>Title</u>	<u>Time Interval</u>
81390	Line Mechanic (North)	24 months
81430	Line Mechanic (South)	24 months
80150	Troubleshooter (North - Group 1)	18 months
80151	Troubleshooter (North - Group 2)	24 months
80152	Troubleshooter (South - Group 1)	18 months
80153	Troubleshooter (South - Group 25)	18 months
81270	Electrician (North)	24 months
81280	Electrician (South)	24 months
80561	URD Installer	15 months
81161	Underground Equipment Operator	9 months
80550	Cable Installer	9 months
81251	Technician - Electrical Testing (North)	18 months
81252	Technician - Electrical Testing (South)	18 months
80760	Shop Tester	9 months
81300	Plant Electrician	21 months
81290	Substation Electrician	21 months
81750	Groundskeeper	9 months
80450	Transformer Repairer	9 months
80060	Distribution Dispatcher (North)	6 months
80070	Distribution Dispatcher (South)	6 months
82330	NPOT	Training Class
80180	Control Operator	Training Class
80210	Auxiliary Operator	12 months
80050	Mechanic Electrician	12 months
80660	Instrument & Control Technician	12 months
80602	Radiochemical Technician	24 months
80201	Health Physics Technologist	24 months
81010	Stockhandler	9 months
81213	Utility Worker	9 months
80010	Forester	15 months
80140	Operator (Traveling)	15 months
80252	Fleet Technician (South - Group 5)	9 months

SPECIAL AGREEMENT
WAGE PROTECTION PLAN

This Special Agreement, by and between Wisconsin Electric Power Company and Wisconsin Gas, LLC (the "Company") and Local Union No. 2150, International Brotherhood of Electrical Workers (the "Union") sets forth the terms and conditions of the Wage Protection Plan applicable during the term of the Labor Agreement between the parties which is in effect through August 15, 2007.

1. The Wage Protection Plan applicable to regular employees will be identified as the Cost of Living Allowance (COLA).
2. COLA computations shall be based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average, 1982-84 = 100 (the "CPI") published by the United States Bureau of Labor Statistics.
3. a. A COLA payment shall be implemented if the percentage increase in the CPI for a month in the period July 2005 through June 2006, compared to the CPI for June 2005 should exceed three percent (3.0%) . In such event, a COLA payment shall be made in accordance with the schedule set forth in Item 3.b. below and the following procedure.

If the percentage increase in the CPI for the appropriate month, compared to the CPI for the month of June 2005 exceeds three percent (3.0%), a COLA percent shall be determined on the basis of five-tenths of one percent (0.5%) for each one percent increase (calculated to the nearest one-hundredth of one percent) in the CPI in excess of such percentage. Such COLA percent shall be rounded to the nearest one-tenth of one percent and applied to an employee's hourly base wage rate in effect the first day of the applicable COLA period; the resultant product is the COLA payment (rounded to the nearest whole cent per hour) applicable to such employee throughout the COLA period. (Where a person is employed within the bargaining unit after the start of a COLA period, the hourly base wage rate at the time of entry into the unit shall be used to determine the applicable COLA payment.) Base wage rates do not include any fixed wage adjustments employees may be receiving.

- b. COLA computations and payments (if any) for the period August 21, 2005, through August 15, 2006, shall be made in accordance with the following schedule:

COLA Applicable to Hours
Paid During Period

Based on % Increase in Excess of
3.0% Increase in CPI for the Months of

8/21/05 thru 9/17/05	June 2005 and July 2005
9/18/05 thru 10/15/05	June 2005 and August 2005
10/16/05 thru 11/12/05	June 2005 and September 2005
11/13/05 thru 12/24/05	June 2005 and October 2005
12/25/05 thru 1/21/06	June 2005 and November 2005
1/22/06 thru 2/18/06	June 2005 and December 2005
2/19/06 thru 3/18/06	June 2005 and January 2006
3/19/06 thru 4/15/06	June 2005 and February 2006
4/16/06 thru 5/13/06	June 2005 and March 2006
5/14/06 thru 6/10/06	June 2005 and April 2006
6/11/06 thru 7/08/06	June 2005 and May 2006
7/09/06 thru 8/15/06	June 2005 and June 2006

- c. The COLA percent in effect for the period July 9, 2006, through August 15, 2006, (if any) shall be converted to base wage schedules and base wage rates applicable to all regular employees effective August 16, 2006. For regular employees eligible for a

general wage increase effective August 16, 2006, this conversion shall be accomplished by applying the sum of such COLA percent and the general increase percent to base wage schedules and base wage rates (rounded to the nearest whole cent per hour) in effect as of August 15, 2006, for such employees. The base wage rates to which the sum of the COLA percent and the general wage increase percent is applied to determine the new base wage rates effective August 16, 2006, are the same as the wage rates to which a general percentage increase is normally applied to determine amounts of general increase - it does not apply to a fixed wage adjustment.

4. a. A COLA payment shall be implemented if the percentage increase in the CPI for a month in the period July 2006 through June 2007 compared to the CPI for June 2006 should exceed three percent (3.0%). In such event, a COLA payment shall be made in accordance with the schedule as set forth in Item 4.b. below and the following procedure.

If the percentage increase in the CPI for the appropriate month, compared to the CPI for the month of June 2006 exceeds three percent (3.0%), a COLA percent shall be determined on the basis of five-tenths of one percent (0.5%) for each one percent increase (calculated to the nearest one-hundredth of one percent) in the CPI in excess of such percentage. Such COLA percent shall be rounded to the nearest one-tenth of one percent and applied to an employee's hourly base wage rate in effect the first day of the applicable COLA period; the resultant product is the COLA payment (rounded to the nearest whole cent per hour) applicable to such employee throughout the COLA period. (Where a person is employed within the bargaining unit after the start of a COLA period, the hourly base wage rate at the time of entry into the unit shall be used to determine the applicable COLA payment.) Base wage rates do not include any fixed wage adjustments employees may be receiving.

- b. COLA computations and payments (if any) for the period August 20, 2006, through August 15, 2007, shall be made in accordance with the following schedule:

<u>COLA Applicable to Hours Paid During Period</u>	<u>Based on % Increase in Excess of 3.0% Increase in CPI for the Months of</u>
8/20/06 thru 9/16/06	June 2006 and July 2006
9/17/06 thru 10/14/06	June 2006 and August 2006
10/15/06 thru 11/11/06	June 2006 and September 2006
11/12/06 thru 12/23/06	June 2006 and October 2006
12/24/06 thru 1/20/07	June 2006 and November 2006
1/21/07 thru 2/17/07	June 2006 and December 2006
2/18/07 thru 3/17/07	June 2006 and January 2007
3/18/07 thru 4/28/07	June 2006 and February 2007
4/29/07 thru 5/26/07	June 2006 and March 2007
5/27/07 thru 6/23/07	June 2006 and April 2007
6/24/07 thru 7/21/07	June 2006 and May 2007
7/22/07 thru 8/15/07	June 2006 and June 2007

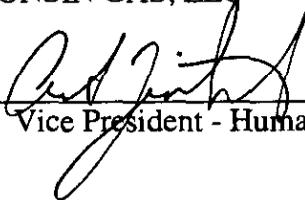
5. Except as provided in Item 3.c. above, COLA payments shall be applied in the same way as base wage rates are applied but they are not a part of base wage rates.
6. The COLA payment applicable to an employee shall be applied to hours paid for time worked and paid absence time in the same manner as base wage rates are applied to such time, but shall not be applied to unpaid absence time. COLA payments, if any, shall be made on regular paydays.
7. No COLA payment shall be made for any payment period between August 21, 2005, and August 15, 2006, in which the applicable CPI does not exceed the CPI for the month of

June 2005 by more than three percent (3.0%). No COLA payment shall be made for any payment period between August 20, 2006, and August 15, 2007, in which the applicable CPI does not exceed the CPI for the month of June 2006 by more than three percent (3.0%). Irrespective of decreases in the CPI, no decreases shall be made to base wage rates as a result thereof.

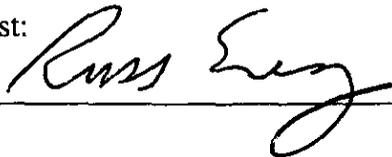
8. COLA payments for basic scheduled hours shall be considered as Plan Wages under the Pension & Cash Balance Plan provided for in the Pension Agreement between the parties hereto.
9. No adjustment, retroactive or otherwise, shall be made in a COLA payment due to any revision which may later be made in the published CPI data.
10. The continuance of COLA payments during the term of this Agreement is dependent upon the availability of the CPI data in its present form and calculated on the same basis as the CPI for July 2004. If the form or the method of calculating the CPI is changed, the Company and the Union shall discuss and agree as to the appropriate Index to be used.
11. The last COLA computation and payment shall be applicable to hours paid during the period of July 22, 2007, through August 15, 2007. As a part of the negotiations for a Labor Agreement to replace the Labor Agreement expiring August 15, 2007, the Company and the Union shall discuss and agree upon the disposition of any COLA payment then in effect.
12. This Special Agreement shall be effective from date of execution through August 15, 2007.
13. Nothing herein contained shall be construed as altering or amending any of the provisions of the Labor Agreement or Pension Agreement between the parties hereto, or Supplements to either, except as herein specifically provided.

Executed this 22 day of November, 2004.

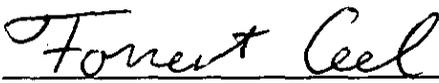
WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN GAS, LLC

By 
Vice President - Human Resources

Attest:



LOCAL UNION NO. 2150, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By 
President

Business Manager

Attest:




August 23, 2001

Mr. Timm A. Driscoll, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Driscoll:

This letter agreement sets forth guidelines regarding alternative work schedules applicable to fixed evening and night shift employees.

In order to implement alternative basic work schedules, several scheduling guidelines and payroll-related considerations must be addressed in order to enable the current payroll system to pay employees properly. Therefore, notwithstanding the provisions of the 2001-2004 Labor Agreement to the contrary, the following shall apply for non-shift employees assigned by supervision to an alternative work schedule.

Scheduling for fixed shift employees working an alternative work schedule shall be as follows:

1. Basic scheduled daily work schedules will be limited to no more than ten (10) work hours per day.
2. Ordinary working hours shall be between 12:00 p.m. and 12:00 a.m. (evening shift) and 10:00 p.m. and 8:00 a.m. (night shift).
3. Working days in any one week shall be consecutive (unless otherwise requested by employees and determined to be practical by supervision).
4. The basic work week will begin on Sunday morning and will extend through Saturday evening (except as provided for in Section 22.2 of the Labor Agreement between the parties). This is not meant to expand current basic work weeks that are now Monday through Friday.
5. Work schedules shall be announced and posted as far in advance as feasible.

Payroll-related matters for non-shift employees working an alternative work schedule shall be as follows:

1. All hours worked outside of basic scheduled hours will be paid at the appropriate overtime rate. (This means, for example, that a basic scheduled ten (10) hour day will be paid at the straight time rate.) The exception to this is when an employee requests and receives approval to work "make-up time" for an unpaid absence in the same calendar week.

Mr. Timm A. Driscoll

August 23, 2001

Page 2

2. Holiday pay will be based on eight (8) hours per day. Hours of work in holiday weeks will revert to the traditional eight (8) hour per day schedule without penalty to the Company. However, by mutual agreement of the employee and supervisor, with notification to the union steward, employees may be allowed to work an alternative work schedule during a holiday week, such that the basic work week comprises forty (40) hours.
3. If scheduled for training, interviews, or examinations without having to do with an employee's application for promotion on a basic scheduled workday of more than eight (8) hours, employees will be utilized for all the basic scheduled hours and will be paid for all such hours. If scheduled for a full week of training, etc., employees will, when appropriate, be rescheduled to work five eight (8) hour days that week without penalty to the Company.
4. Vacation allowance will be used and paid based on the basic scheduled time off. (For example, vacation scheduled on a ten (10) hour day will utilize ten (10) hours of vacation allowance.)
5. Current penalty payments for schedule change will continue to apply without modifications, except as noted in Items 2 and 3 above.
6. Current meal payment procedures will not apply for basic work schedules that are more than eight (8) hours. Such procedures will continue to apply when sufficient qualifying overtime (work time not included in the employee's basic work schedule) is worked.
7. In situations where basic scheduled work is missed because of jury duty, payment for all such basic scheduled hours absent will be protected. All basic scheduled absent time due to jury duty will be paid at straight time rates.
8. Premium rest payments will continue to be based on the qualifying elements included in the Labor Agreement except that the "normal" working period is defined as the basic scheduled hours of the alternative work schedule.
9. Paid sick/excused absent time allowance will be used to cover all eligible basic scheduled hours absent. (For example, a full basic scheduled ten (10) hour day will utilize ten (10) hours of such allowance.) Excused absence allowances for birth, death, and illness in family will be paid for hours of work missed, to a maximum of the total hours allowable based on the number of eight (8) hour days otherwise payable.
10. The waiting period for payment of injury-on-duty benefits will be based on basic scheduled calendar workdays missed, not on basic hours scheduled to work. The "320/400" hour rule will be administered based on basic scheduled hours missed because of a qualifying injury-on-duty.

Mr. Timm A. Driscoll
August 23, 2001
Page 3

11. In situations where basic scheduled work is missed because of military duty, all such basic scheduled straight time pay will be protected, subject to offset for pay received from the military unit.
12. Currently required payments for call-out will continue for employees working alternative work schedules.

While the representatives of the Company have indicated to Union representatives that supervision will make a good faith effort to accommodate the desires of individual employees to be assigned to an alternative work schedule, the Union agrees that the Company has retained the right to ultimately decide what work schedules and work assignments individual employees will be scheduled for and assigned to. In this regard, supervision will take into account various factors such as the nature and location of individual projects, the extent of work coordination required among the employees involved, the availability of supplies, material, and appropriate equipment, etc.

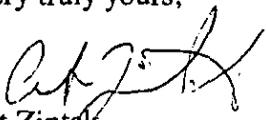
The Company agrees that no employee shall be required to involuntarily participate in an alternative work schedule arrangement. However, once an employee agrees to participate in an alternative work schedule, the employee may be required to continue to participate in the alternative work schedule that the employee initially agreed to for up to thirty (30) days.

Should a problem arise with an alternative work schedule arrangement, the Company and Union agree to meet promptly to discuss and attempt to resolve the problem. If the parties are unable to reach a satisfactory resolution of the problem, either party may discontinue the schedule arrangement by providing thirty (30) days' prior written notice, one to the other. Following the thirty (30) day notice period, the arrangement will be discontinued as soon as the Company determines it is practical but, in any event, within a maximum of ninety (90) days of the date of notice.

This letter will serve as the record of agreement in this regard. Such agreement shall become effective upon the date of execution and shall continue in effect only for so long as the current Labor Agreement, or successor Labor Agreements, continue in effect. Nothing herein contained shall be construed as altering or amending any provision of the current Labor Agreement, except as specifically herein provided.

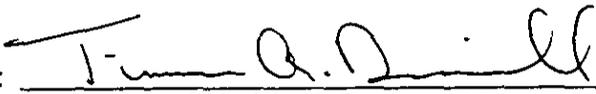
Two originals of the letter are provided. Please sign both and return one to me; the other is for the Union's file.

Very truly yours,


Art Zintek
Vice President - Human Resources

12-11-01

naw

Agreed: 
Timm A. Driscoll, Business Manager
L.U. 2150, I.B.E.W.

Date: 12-11-01

August 23, 2001

Mr. Timm A. Driscoll, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Driscoll:

This letter agreement will supersede all other prior letter agreements concerning alternative work schedules applicable to non-shift employees.

In order to implement alternative basic work schedules, several scheduling guidelines and payroll-related considerations must be addressed in order to enable the current payroll system to pay employees properly. Therefore, notwithstanding the provisions of the 2001-2004 Labor Agreement to the contrary, the following shall apply for non-shift employees assigned by supervision to an alternative work schedule.

Scheduling for non-shift employees working an alternative work schedule shall be as follows:

1. Basic scheduled daily work schedules will be limited to more than ten (10) work hours per day.
2. Ordinary working hours shall be between 6:00 a.m. and 6:00 p.m.
3. Working days in any one week shall be consecutive (unless otherwise requested by employees and determined to be practical by supervision).
4. The basic work week will begin on Monday morning and will extend through Friday evening (except as provided for in Section 22.2 of the Labor Agreement between the parties).
5. Work schedules shall be announced and posted as far in advance as feasible.

Payroll-related matters for non-shift employees working an alternative work schedule shall be as follows:

1. All hours worked outside of basic scheduled hours will be paid at the appropriate overtime rate. (This means, for example, that a basic scheduled ten-hour day will be paid at the straight time rate.) The exception to this is when an employee requests and receives approval to work "make-up time" for an unpaid absence in the same calendar week.

Mr. Timm A. Driscoll

August 23, 2001

Page 2

2. Holiday pay will be based on eight (8) hours per day. Hours of work in holiday weeks will revert to the traditional eight (8) hour per day schedule without penalty to the Company. However, by mutual agreement of the employee and supervisor, with notification to the Union steward, employees may be allowed to work an alternative work schedule during a holiday week, such that the basic work week comprises forty (40) hours.
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7. In situations where basic scheduled work is missed because of jury duty, payment for all such basic scheduled hours absent will be protected. All basic scheduled absent time due to jury duty will be paid at straight time rates.
8. Premium rest payments will continue to be based on the qualifying elements included in the Labor Agreement except that the "normal" working period is defined as the basic scheduled hours of the alternative work schedule.
9. Paid sick/excused absent time allowance will be used to cover all eligible basic scheduled hours absent. (For example, a full basic scheduled ten (10) hour day will utilize ten (10) hours of such allowance.) Excused absence allowances for birth, death, and illness in family will be paid for hours of work missed, to a maximum of the total hours allowable based on the number of eight (8) hour days otherwise payable.
10. The waiting period for payment of injury-on-duty benefits will be based on basic scheduled calendar workdays missed, not on basic hours scheduled to work. The "320/400" hour rule will be administered based on basic scheduled hours missed because of a qualifying injury-on-duty.

Mr. Timm A. Driscoll
August 23, 2001
Page 3

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12. Currently required payments for call-out will continue for employees working alternative work schedules.

While the representatives of the Company have indicated to Union representatives that supervision will make a good faith effort to accommodate the desires of individual employees to be assigned to an alternative work schedule, the Union agrees that the Company has retained the right to ultimately decide what work schedules and work assignments individual employees will be scheduled for and assigned to. In this regard, supervision will take into account various factors such as the nature and location of individual projects, the extent of work coordination required among the employees involved, the availability of supplies, material, and appropriate equipment, etc.

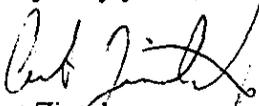
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This letter will serve as the record of agreement in this regard. Such agreement shall become effective upon the date of execution and shall continue in effect only for so long as the current Labor Agreement, or successor Labor Agreements, continue in effect. Nothing herein contained shall be construed as altering or amending any provision of the current Labor Agreement, except as specifically herein provided.

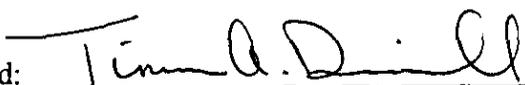
Two originals of the letter are provided. Please sign both and return one to me; the other is for the Union's file.

Very truly yours,


Art Zintek
Vice President - Human Resources

12 - 11 - 01

naw

Agreed: 
Timm A. Driscoll, Business Manager
L.U. 2150, I.B.E.W.

Date: 12 - 11 - 01



we energies

231 W. Michigan Street
Milwaukee, WI 53203
www.we-energies.com

November 8, 2004

Mr. Dan Sherman, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Sherman:

During the recently concluded negotiations, representatives of the Company and the Union discussed several matters pertaining to employees who are required to obtain and maintain a valid and appropriate commercial driver's license (CDL) in order to perform the duties associated with their occupation.

The Company has and will continue to pay for the following costs associated with obtaining and maintaining a CDL for employees in occupations that require the operation of a commercial motor vehicle:

1. An employee who is required to obtain a CDL and does not already hold a valid CDL shall be reimbursed for payment of the associated CDL license fee amount less the license fee amount that would be charged for an individual to obtain a regular (Class D in Wisconsin) non-commercial vehicle operator's license.
2. An employee who is required to obtain a CDL instruction permit shall be reimbursed for payment of the associated CDL instruction permit fee.
3. An employee who is required to change his/her CDL class, restriction, or endorsements shall be reimbursed for the payment of any associated fees.
4. Time spent during basic scheduled hours to obtain a required CDL, CDL instruction permit, or effectuate a required change in his/her CDL class, restriction, or endorsements shall be permitted without a deduction in wages. An employee who is specifically authorized by supervision to use a personal automobile to attend to such matters during basic scheduled hours shall be eligible for reimbursement under the applicable Personal Automobile Expense Reimbursement Plan.
5. Time spent during basic scheduled hours to take required knowledge and/or skills tests to obtain or maintain a CDL shall be permitted without a deduction in wages. An employee who does not pass a required test shall be permitted one retake of such test during basic scheduled hours without a deduction in wages. Subsequent retakes necessary to pass a required skills or knowledge test are the responsibility of the employee; no payment will be made for time associated with taking a skills or knowledge test if the employee does not pass such test on the first two attempts.
6. An employee who is required to renew his/her CDL will be reimbursed for payment of the associated CDL renewal fee amount less the renewal fee amount that would be charged for an individual to renew his/her regular (Class D in Wisconsin) non-commercial vehicle operator's license. No payment of time will be made for an employee to renew his/her CDL unless such renewal requires the employee to take a special knowledge test, in which case the provisions of Item 5 set forth above shall be applied.

Mr. Dan Sherman, Business Manager

November 8, 2004

Page 2

7. The Company shall pay all costs of any chemical testing for illegal drugs and illegal drug metabolites required in accordance with the We Energies' Fitness for Duty Policy applicable to Commercial Motor Vehicle Operators Chemical Testing Program.
8. The Company shall pay all costs of any physical examinations required in accordance with the Department of Transportation regulations applicable to employees who operate a commercial motor vehicle.
9. Costs associated with the reinstatement of a CDL following a period of disqualification, suspension, revocation, or cancellation, when applicable, are the responsibility of the employee and will not be paid for or reimbursed by the Company. Similarly, costs associated with obtaining a CDL occupational license, when applicable, are the responsibility of the employee and will not be paid for or reimbursed by the Company.

The Company will accommodate an employee who may temporarily lose his/her CDL for a period of one year or less insofar as such employee is not otherwise in violation of the We Energies' Alcohol and Other Drug Use Policy, or other rules or policies related to driving regulations. After one accommodation, subsequent accommodation is at management's discretion. The Company will review each situation involving the temporary loss of an employee's CDL for one year or less on a case-by-case basis and make a determination of appropriate action accordingly. In cases where disciplinary layoff or discharge may be a consideration, such action will not be administered until a complete review is made of the matter and the employee, with appropriate Union representation, has been given the opportunity to present his/her case. It must be understood, however, that nothing contained herein shall be interpreted as in any way limiting the Company's right to discipline or discharge employees when such action is determined to be appropriate.

Employees who lose their required commercial driver's license (CDL) will continue to be employed by the Company for up to one year provided:

1. The employee is expected to regain his/her CDL at the end of the time period.
2. This provision may be accessed by an employee only one time in the event of the loss of the CDL as the result of a non-work-related drug or alcohol violation.
3. The provisions of this letter are limited to one employee per work group per work location. Accommodation beyond this limit is at management's discretion. An employee may be temporarily assigned to a different work location to provide accommodation at no additional cost to the Company.
4. Employees who are accommodated at a different work location or work group will not have their vacation schedule adversely affect the existing work group.
5. The disqualified CDL employee will receive a 10% reduction in his/her current rate of pay during the disqualification period and will be ineligible for any contractual wage increases until his/her

Mr. Dan Sherman, Business Manager
November 8, 2004
Page 3

CDL is regained. Once the CDL is regained, the employee will go back to his/her proper rate of pay to include any applicable contractual increases.

6. An employee who does not want to accept these terms or if the Company is unable to accommodate the employee, he/she will have the option to take unpaid administrative leave up to one year. While the employee is on administrative leave, the employee may continue to receive health and dental insurance if the employee pays the full amount for the coverage provided (COBRA rates). Seniority will continue to accrue during such administrative leave as if the employee had never left.

The parties also addressed the treatment of an employee who is transferred or promoted into an occupation that requires the operation of a commercial motor vehicle, but who is unable to obtain a valid and appropriate CDL within 90 days of the date of transfer or promotion into the occupation. Notwithstanding any provision of the labor agreement to the contrary, a regular employee covered by the labor agreement who is reclassified into an occupation that requires the operation of a commercial motor vehicle, but is unable to obtain a CDL within a 90-day period immediately following the date of transfer or promotion into the occupation, shall be returned to the occupation in which he/she was classified immediately prior to reclassification to the new occupation. It is understood that in the case of the return of such employee, other employees will consent to such demotions (including the possible layoff of the junior employee) as are necessary to make room for the returning employee. Seniority and wages of the returning employee shall be restored as if he/she had never left.

This letter will serve as a record of agreement in this regard. Such agreement shall continue in effect only for so long as the current labor agreement, or successor labor agreements, continue in effect. Nothing herein contained shall be construed as altering or amending any provision of the current labor agreement, except as specifically provided herein.

Two originals of this letter are provided. Please sign both and return one to me; the other is for the Union's file.

Very truly yours,



Art Zintek
Vice President – Human Resources

naw

AGREED:



Dan Sherman, Business Manager
Local No. 2150, I.B.E.W.

DATE: 11-10-04



we energies

231 W. Michigan Street
Milwaukee, WI 53203
www.we-energies.com

November 8, 2004

Mr. Dan Sherman, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Sherman:

During the recent general Local 2150 negotiations, Company and Union representatives discussed terms and conditions under which eligible employees may take a Company vehicle home and thereby report to their first work assignment each day directly from their residence. Provisions of the "Home Garage Plan" are as follows:

1. The plan will apply to occupations and locations as designated by the Company. Should the Company designate an occupation/location, the plan will be offered to all employees in the occupation/location who reside within the applicable residency requirement. The offering of the plan to employees who reside outside of the applicable residency requirement is at the sole discretion of the Company. Continuation of the plan for a specific employee (due to violations or abuse of the plan), occupation and/or location is at the sole discretion of the Company.

NOTE: Incumbent employees (regardless of where they reside) who currently take Company vehicles home as of August 15, 2004, are automatically eligible for the "Home Garage Plan."

2. Participation on the plan by eligible employees is voluntary.
3. Employees who elect to participate on the plan will be required to sign the attached authorization document.
4. On normal workdays, each employee will call his/her respective headquarters (or other designated Company location) for orders approximately 20 minutes prior to the start of his/her shift. Upon receipt of orders, the employee will be expected to immediately proceed to the first assignment. In cases where calling in for orders prior to the start of the shift is not required, the employee will be expected to proceed to the first assignment approximately 15 minutes prior to the start of the shift.

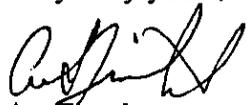
Employees who are grandfathered into the "Home Garage Plan" and reside outside of their service territory will be expected to be in their service territory at the beginning of their normally scheduled workday (at no cost to the Company). In addition, these employees will be expected to call in allowing a sufficient amount of time so as to be able to be in their service territory at the start of their scheduled workday.

5. Travel time allowance for overtime work outside of an employee's basic schedule will be paid as required under the appropriate sections of the Labor Agreement.
6. If the employee's workday ends within the applicable service territory, the employee will travel home on his/her own time. If the employee's workday ends outside of the applicable service territory, the employee will be paid at the applicable overtime rate for travel to his/her home.

7. In lieu of any existing overtime/call-out agreements, the Company may call out the closest qualified employee (excluding employees in pool occupations) in the plan to facilitate a faster response time for emergencies or for outages (e.g., feeder lockouts, etc.) that involve a significant number (approximately 100 or more) of customers or outages that impact major customers (e.g., industrial/primary rate customers).
8. Vehicle maintenance is the responsibility of the Company except for minor items such as changing a tire if a spare is available, etc. Arrangements for scheduled maintenance will continue in the same manner as it has in the past. Employees must report all vehicle problems promptly.
9. Company vehicles are not to be parked regularly on public property or streets.
10. If an employee is not allowed to park a Company vehicle at his/her residence due to community restrictions, or if an employee opts not to participate in the plan, an employee may volunteer to pick up the Company vehicle at an alternative designated location at the beginning of his/her scheduled shift. No temporary transfer is paid in this situation. Providing this option to the employee and cancelling the option is at the Company's discretion.
11. Company vehicles are not to be used for private purposes during or outside of working hours.
 - a. Exceptions outside of working hours are diminimus stops for fuel, meals, incidental groceries, etc., en route to/from home.
 - b. Exceptions beyond diminimus stops contiguous with the workday must have prior supervisory approval.

Two originals of the letter are provided. Please sign both and return one to me; the other is for the Union's file.

Very truly yours,



Art Zintek
Vice President - Human Resources

naw

AGREED: 
Dan Sherman, Business Manager
Local No. 2150, I.B.E.W.

DATE: 11-10-04



we energies

231 W. Michigan Street
Milwaukee, WI 53203
www.we-energies.com

November 8, 2004

Mr. Dan Sherman, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Sherman:

During the recently concluded negotiations, the parties agreed to a residency requirement for employees in the Troubleshooter, Line Mechanic, Leading Line Mechanic, Line Crew Leader, URD Installer, Leading URD Installer, Utility Employee 1, Utility Employee 2, Lead Distribution Employee, Service Fitter, Distribution/Service Fitter, Distribution Fitter (Welder/Non-Welder), Distribution Leader, Leading Distribution/Service Fitter, Service Inspector, and Regulation Leader occupations or successor occupations. All employees who are hired, bid, or bump into or between the aforementioned occupations must reside within 30 driving miles of their headquarters; or within the service center territory (or current crossroads location as designated in NOTE*). Such employees will be required to relocate to meet this residency requirement within 18 months from date of physical transfer. An extension may be granted at management's discretion for extenuating circumstances. During the time period between the employee's physical transfer to a different service territory and meeting the residency requirements, the employee will be placed and will remain at the bottom of the call-out list at the new location until the residency requirement is met.

Any future crossroads will be determined by mutual agreement between the Company and the Union. Employees will not have to re-establish residency when the Company moves or closes an employee's permanent headquarters.

*NOTE: Current crossroads include: Bruce Crossing, Champion, Sagola, Hermansville, Conover, Manitowish Waters, and Cornell.

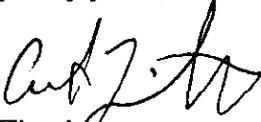
Existing employees in such occupations who currently reside outside of the residency requirement will not be required to relocate to meet the residency requirement so long as they reside at their current residence, remain at the current headquarters, and remain in their occupation or bid or bump to any of the above-listed occupations at their current headquarters. Existing employees in such occupations who transfer locations must reside within the applicable residency requirement within 18 months from the date of physical transfer.

This agreement shall be effective upon acceptance by the Union and shall continue in effect for so long as the current labor agreement or successor labor agreements continue in effect. Nothing herein shall be construed as altering or amending any provisions of the current labor agreement, except as specifically herein provided.

Mr. Dan Sherman, Business Manager
November 8, 2004
Page 2

Two originals of the letter are provided. Please sign both and return one to me; the other is for the Union's file.

Very truly yours,



Art Zintel
Vice President - Human Resources

naw

AGREED: 

Dan Sherman, Business Manager
Local No. 2150, I.B.E.W.

DATE: 11-10-04



LOCAL UNION 2150, IBEW
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
 N8 W22520 Johnson Drive, Unit H Waukesha, Wisconsin 53186
 262-547-1033 FAX 262-547-2816 800-551-1151

DANIEL E. SHERMAN
Business Manager

November 8, 2004



Mr. Art Zintek
 Vice President - Human Resources
 We Energies
 P. O. Box 2046
 Milwaukee, WI 53290-0001



Dear Mr. Zintek:



The Union and the Company have been unable to agree on any substantive changes to the terms of the retiree medical plan during the negotiations for the contract effective August 16, 2004 ("Contract"). Therefore, the parties recognize that the retiree medical plan will continue to be applied during the term of this Contract (8/16/04 to 8/15/07) under its existing terms. Under those terms, the Union agrees that the Company will have discretion to make minor plan design changes during the term of the Contract, but shall not make any plan design changes which would cause a significant or material decrease or increase to the participant. Each party recognizes that there is a disagreement regarding the Company's ability to make unilateral changes in the Plan for existing retirees (retirees as of 8/15/04) and neither party is waiving its respective position on this issue by virtue of agreeing to this understanding.



Two originals of the letter are provided. Please sign both and return one to me; the other is for the Company's file.



Yours truly,

Dan Sherman

Dan Sherman
 Business Manager



naw



AGREED: *Art Zintek*
 Art Zintek
 Vice President - Human Resources

DATE: 11-19-04



August 23, 2001

Mr. Timm A. Driscoll, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Driscoll:

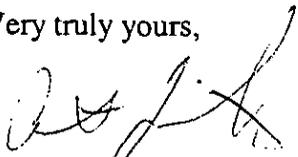
As a result of the recently concluded general negotiations, the Company agrees to provide the following reimbursement in addition to mileage reimbursement under the Personal Motor Vehicle Expense Reimbursement Plan.

A designated employee permanently classified in the occupation of Test Engineer, Technician - Electrical Testing (North), Technician - Electrical Testing (South), Communications Technician (North), or Communications Technician (South), who regularly carries a substantial variety of Company-issued equipment and tools in his/her personal motor vehicle as a normal part of his/her job duties, will receive an additional reimbursement in the amount of twenty-five dollars (\$25.00) per month for each month he/she carries such equipment and tools in his/her personal motor vehicle on Company business.

A designated employee permanently classified in the Hydro Plant Operator or Hydro Maintenance Mechanic occupations in the Upper Peninsula area, who regularly utilizes his/her personal motor vehicle for travel between hydro plants will receive an additional reimbursement in the amount of one dollar twenty-five cents (\$1.25) per day for each day such employee uses his/her personal motor vehicle for travel between hydro plants in consideration of the unusual wear and tear to which his/her personal motor vehicle is subject.

This will serve as the record of agreement in this regard. Such agreement shall become effective August 23, 2001, and shall continue in effect only for so long as the current Labor Agreement (in effect between the Company and the Union through August 15, 2004) or successor Labor Agreement, continue in effect. Nothing herein contained shall be construed as altering or amending any provision of the current Labor Agreement, except as specifically herein provided.

Very truly yours,


Art Zintek

Vice President - Human Resources



LOCAL UNION 2150, IBEW
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
N8 W22520 Johnson Drive, Unit H Waukesha, Wisconsin 53186
262-547-1033 FAX 262-547-2816 800-551-1151
TIMM A. DRISCOLL
Business Manager



August 23, 2001



Mr. Art Zintek
Vice President - Human Resources
Wisconsin Electric Power Company
P. O. Box 2046
Milwaukee, WI 53290-0001



Dear Mr. Zintek:



In December 1997, the Company made the determination when it is necessary to assign an ongoing represented position to a management employee to provide primary clerical support, the occupation used will be based on the level of the management employee. A management employee at salary level 9 or equivalent who requires a primary clerical support position will be assigned a Secretary; a management employee at a salary below level 9 will be assigned an Office Assistant II.



If the management employee transfers locations and continues to have the same position (i.e., same basic responsibilities), the Secretary will be permanently transferred with the management employee under the terms of the Labor Agreement. If the management employee leaves or transfers from his/her job and the position is replaced in kind, the Secretary will remain in his/her position as primary support person to the new management incumbent. If the management position is not filled, the Secretary position is treated the same as any other situation where work is eliminated.



In situations where the salary level of a management employee changes from level 9 or equivalent to below level 9, the primary clerical support employee will remain grandfathered in the Secretary occupation until the position is vacated. At that time, if there is a need to fill the vacancy, it will be posted as Office Assistant II. In addition, should an employee subject to layoff bump a grandfathered Secretary, the position filled by such a bump will be the Office Assistant II.



In situations where the management employee is promoted to salary level 9 or equivalent, the terms of the Labor Agreement will be followed and the primary support position (if applicable) will be posted as Secretary.



Further, the Company will notify the Union on an annual basis (July 1) of each instance in which a management employee who is assigned an Office Assistant II for primary clerical support changes from below level 9 to level 9 or equivalent.



Westfield: 608-296-4026

Marion: 715-754-2996

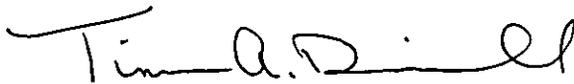
Mishicot: 920-776-1135

Mr. Art Zintek
August 23, 2001
Page 2

This will serve as the record of agreement in this regard. Such agreement will become effective upon the date of execution and will continue in effect only for so long as the current Labor Agreement, or successor Labor Agreements, continue in effect. Nothing herein contained will be construed as altering or amending any provision of the current Labor Agreement, except as specifically herein provided.

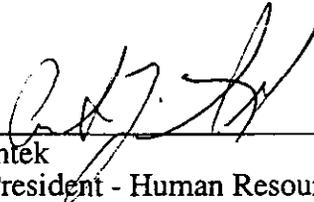
Two originals of this letter are provided. Please sign both copies and return one to me; the other is for the Company's file.

Yours truly,



Timm A. Driscoll
Business Manager

naw

Agreed: 
Art Zintek
Vice President - Human Resources

Date: 12/11/01

August 23, 2001

Mr. Timm A. Driscoll, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Driscoll:

RE: STEP-UP TO SECRETARY AND EXECUTIVE ASSISTANT

By letter dated June 28, 2000, the Company and Union agreed in concept to payment of step-up to the Secretary occupation based upon a period of extended absence of a Secretary from his/her duties. However, Company and Union representatives expressed differences of opinion regarding whether or not this criterion of an extended absence of a Secretary should be the sole basis for determining payment of step-up. To resolve the issue, the parties agreed that payment of step-up to the Secretary occupation is required when:

1. The Secretary is absent from his/her duties for a period of greater than two (2) consecutive scheduled working days (including absence that spans a weekend such as absence on Friday, Monday, and continuing into Tuesday); and
2. All other contractual provisions and criteria regarding payment of step-up have been met.

In such case, step-up is paid from the beginning of the absence period.

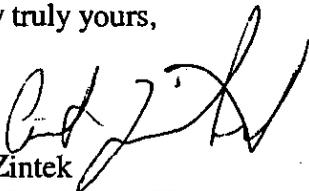
As a result of the recent negotiations, the parties agreed to apply the concept of step-up to employees represented by Local 2150 when assigned to fill in for a management Executive Assistant. When an Executive Assistant is absent from his/her duties for a period of greater than two (2) consecutive working days, and the Company determines at its discretion it is appropriate to assign a represented employee to temporarily replace the Executive Assistant, the employee assigned shall receive payment of step-up for the period of absence at the rate of an additional one dollar per hour (\$1.00/hour). The Company reserves the right to select a management or agency employee to fill in, a represented employee to fill in without regard to seniority, or to determine that a temporary replacement is not necessary.

This agreement replaces the June 28, 2000, letter agreement and shall be in effect for so long as the current Labor Agreement, or successor Labor Agreements, continues in effect. Nothing herein contained shall be construed as altering or amending any provision of the Labor Agreement except as specifically provided above.

Mr. Timm A. Driscoll
August 23, 2001
Page 2

Two originals of this letter are provided. Please sign both and return one to me. The other is for the Union's file.

Very truly yours,



Art Zintek
Vice President - Human Resources

naw

Agreed: Timm A Driscoll
Timm A. Driscoll, Business Manager
Local No. 2150, I.B.E.W.

Date: 12-11-01



November 8, 2004

Mr. Dan Sherman, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Sherman:

As a result of general negotiations, the parties have agreed to certain exceptions to the basic work schedule definitions, schedule changes, and associated penalty payments (related to schedule changes and shift windows), as referred to in Section 22.10 of the Labor Agreement. The following lists the exceptions that have been agreed to:

1. Employees in the following occupations that have a basic schedule of 40 hours per week:

- Meter Reader
- Baker
- Catering Lead
- Dining Room Lead
- Food Service Attendant
- Chef
- Cafeteria Attendant
- Tour Guide
- Energy Services Consultant
- WG District Sales Representative

Due to the nature of the work, employees in the above occupations may be required to work portions of their basic schedule outside of the established shift windows provided for in the Labor Agreement without penalty to the Company. Penalties associated with change in basic schedule do not apply to 40-hour per week employees.

2. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act, including Right-of-Way Agents. Due to the nature of the work, employees in these occupations may be required to work portions of their basic schedule outside of the established shift windows without penalty to the Company. Schedule change penalties do not apply.
3. Employees in the Custodian and Maintenance Worker occupations who are presently assigned a basic scheduled shift that falls outside of the established shift windows without penalty to the Company as noted below:

- 5:30 a.m. - 2:00 p.m.
- 4:00 p.m. - 12:30 a.m.
- 4:30 p.m. - 1:00 a.m.

Mr. Dan Sherman, Business Manager

November 8, 2004

Page 2

4. Employees headquartered at the Point Beach Nuclear Plant who normally work a day shift may be assigned on a temporary basis to an evening or night shift (within the established windows). The employee will be paid at the rate of time and one-half (or double time for Sundays and holidays) except for hours worked in accordance with Item #5 below.
5. Employees who normally work a day shift who are required to work at the Point Beach Nuclear Plant during a refueling outage (whether headquartered at Point Beach or assigned to Point Beach in accordance with the Peak Maintenance Agreement) may be assigned to basic scheduled hours from 4:30 p.m. to 12:30 a.m. or 5:00 p.m. to 1:00 a.m. without penalty to the Company. The applicable shift premiums will apply for such hours worked. As an alternative, such employees may be scheduled from 6:00 p.m. – 2:00 a.m. without penalty to the Company in order to align schedules.
6. Employees in the Hydro Maintenance Mechanic occupation may be assigned to a basic scheduled shift that falls outside the established day shift window at Quinnesec Falls Hydro Plant upon 48 hours' notice in advance of the start of the changed schedule without penalty to the Company. Applicable shift premiums will apply.
7. On a temporary basis, employees in the Computer Instrument Technician, Results Technician, and Environmental Technician occupations who normally work a day shift may be assigned to a basic schedule that falls outside of the established day shift window. Time and one-half will be paid for all basic scheduled hours that fall outside of the day shift window.
8. Voluntary changes from a day shift to an evening shift or night shift are permitted for employees in the Computer Instrument Technician occupation without penalty to the Company so long as it does not circumvent overtime. Applicable shift premiums will apply.
9. Current shift arrangements for employees in the Hydro Plant Operator occupation at the Fox Valley Hydro Plant will continue to apply without penalty to the Company.
10. One employee in the Materials Specialist occupation at each service center location may be assigned to a basic scheduled day shift of 9:30 a.m. to 6:00 p.m. without penalty to the Company.
11. Employees who work in the EIP Specialist occupation, Telecollector occupation, Customer Consultant - Inbound and/or Customer Consultant - Bilingual occupations may be assigned to a basic scheduled shift within the hours of 6:00 a.m. to 6:00 p.m. without penalty to the Company.

Mr. Dan Sherman, Business Manager

November 8, 2004

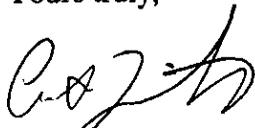
Page 3

12. Employees in the Information Technology HelpDesk or who provide LAN support in Network Services may be assigned to a basic scheduled shift within the hours of 6:00 a.m. to 6:00 p.m. without penalty to the Company.
13. Employees in the Industrial Engineering Technician occupation may be assigned to basic scheduled shifts that fall partially outside of the established shift windows as required due to the nature of the work in accordance with past practice without penalty to the Company. Applicable shift premiums will apply.
14. Alternative Work Schedule agreements that have been agreed to by the Company and the Union will continue to apply.
15. Employees in Supply Chain headquartered at the Oak Creek Power Plant and the Pleasant Prairie Power Plant on rotating shifts have alternate work schedules that fall somewhat out of the shift windows. Shift premium applies to entire shift based on the window where the majority of their basic scheduled hours falls.

This letter will serve as the record of agreement in this regard. Such agreement shall become effective upon the date of execution and shall continue in effect only for so long as the current Labor Agreement, or successor Labor Agreements, continue in effect. Nothing herein contained shall be construed as altering or amending any provision of the current Labor Agreement, except as specifically herein provided.

Two originals of this letter are provided. Please sign both and return one copy to me; the other copy is for the Union's file.

Yours truly,



Art Zintek

Vice President - Human Resources

naw

AGREED:



Dan Sherman, Business Manager
Local No. 2150, I.B.E.W.

DATE: 11-10-04

November 8, 2004

we energies

231 W. Michigan Street
Milwaukee, WI 53203
www.we-energies.com



Mr. Dan Sherman, Business Manager
International Brotherhood of Electrical
Workers, Local No. 2150
N8 W22520 Johnson Drive, Unit H
Waukesha, WI 53186

Dear Mr. Sherman:

Recently the Company and Union reached agreement on provisions for the employment of seasonal employees represented by the Union to perform seasonal work in the occupations of Move Order Employee – Seasonal, Bilingual Move Order Employee – Seasonal, Field Collector – Seasonal, Reconnector – Seasonal, and Meter Reader – Seasonal. The agreement is as follows:

SEASONAL EMPLOYEES

- **Definition** – Employees employed for a designated period of time, not to exceed ten (10) months per year or season.
- **Seniority** – Seasonal employees will accrue Union seniority from the date of first hire as a seasonal employee. Seniority will be bridged and time off due to seasonal layoff will not be counted. One (1) month of seniority will be credited for each month the employee works at least one (1) full day.
- **Probation** – A seasonal employee is considered on probation during the first season of employment. During this period, continued employment is at the sole discretion of the Company.
- **Bidding/Selection** – Seasonal employees are eligible to bid on vacancies for regular occupations in accordance with the Labor Agreement.

Vacancies for seasonal positions are not subject to posting provisions.

- **Layoff**
 1. Management will determine the locations, duration of the seasonal assignment, and the number of seasonal employees needed. Once a seasonal employee is hired at a location, that location becomes his/her regular work location for certain recall rights.
 2. Work performed by seasonal employees will not result in the layoff of full-time or part-time employees at any given location because of a lack of work. Should a reduction in workforce in the “regular” occupation become necessary due to work performed by seasonal employees, then the seasonal employees will be first to be laid off. Such

reduction will be in accordance with the seniority of the seasonal employee at that location (Company to provide two (2) weeks' notice to the Union office regarding such reduction). Prior to the reduction, the Company will offer voluntary layoff to all seasonal employees in the occupation at the location. If reduction is not accomplished through the voluntary layoff, the most junior seasonal employee in the occupation at that location will be subject to layoff.

3. Recall of seasonal employees will be done in the following manner:
 - a. The Company will maintain a list of seasonal employees in seniority order and the regular work locations of each.
 - b. The Company will notify the Union of the number of seasonal employees it will recall, the occupations, and locations prior to the actual recall each season.
 - c. Seasonal employees will be recalled to their regular work location and occupation in seniority order by registered letter and will retain recall rights, for a period of three (3) years from their last workday.
 - d. Seasonal employees will keep management informed of the address and phone number where they can be reached.
 - e. Seasonal employees retain bidding rights during the period of layoff while they maintain recall rights.
 - f. In the event the Company notifies a laid-off seasonal employee to return to work in the same occupation and location where he/she was laid off from and where it is planned that such work will be of three (3) or more months' duration, the seasonal worker will have fifteen (15) calendar days to contact the designated Company representative to accept the assignment. Employees will be allowed one (1) opportunity to decline a work assignment without forfeiting subsequent recall and bidding rights. Failure to contact the Company representative within fifteen (15) calendar days is considered a decline. A decline of two (2) consecutive assignments (planned to be of three (3) or more months' duration) will result in forfeiture of all seniority rights to re-employment. An employee who declines an assignment anticipated to be of less than three (3) months' duration will retain recall rights as noted in Item #3(c) above from their last workday.
 - g. Should the Company determine that additional seasonal employees in an occupation are needed "mid-season" or "between" seasons, the Company will telephone seasonal employees in such occupations still on layoff in seniority order. These employees will have twenty-four (24) hours to respond. If no response is received after exhausting the list of seasonal employees on layoff, the vacancies may be filled by

applicants from outside the bargaining unit. Employees who do not respond (or respond negatively) to mid-season recall will retain recall rights as noted in Item #3(c) above from their last workday.

4. Seasonal employees who have worked at least five (5) full seasons are eligible for a prorated severance payment based on the basic scheduled hours worked if the Company determines that recall for subsequent seasons is unlikely.
- Personal Day – Seasonal employees who have completed one (1) full season of work will be permitted one (1) personal day off (eight (8) hours) to be used during the next season and each subsequent season worked.
 - Sick/Excused Absence – Seasonal employees will be eligible for one (1) paid sick day (eight (8) hours) after one hundred fifty (150) calendar days of employment due to off-duty personal illness or injury. At the beginning of the second season, employees will be eligible for two (2) paid sick days (sixteen (16) hours), capping at three (3) paid sick days (twenty-four (24) hours) in the third season and subsequent seasons. Sick days do not accumulate from season to season.
 - Holidays – Seasonal workers will not be eligible for holiday pay during periods of layoff.
 - FlexBen – The program is designed to recover costs incurred for medical/dental expenses where no other coverage is applicable. It can also be used to purchase or offset the costs of an individual health care plan.

Enrollment in the plan must be submitted annually. The Company will contribute the following toward the seasonal employee's account:

After 150 calendar days of work in the first season (if applicable):

- \$100 per month for the remainder of the 12 months since hire (or until return for second season if earlier).

Returning employee for second season of work:

- \$200 per month for 12 months (or until return for third season if earlier).

Returning employee for third season of work:

- \$225 per month for 12 months (or until return for fourth season if earlier).

Returning employee for fourth season of work:

- \$250 per month for 12 months (or until return for fifth season if earlier).

Returning employee for fifth or subsequent season of work:

- \$275 per month for 12 months.
- Pension – Seasonal employees will be included in the Wisconsin Electric pension in accordance with the provisions of the plan.
- Uniforms – The Company will provide uniforms for those seasonal employees who are required to wear uniforms.
- Flame Retardant Clothing – Flame retardant clothing as determined by the Company to be provided by the Company.
- Wages – The general negotiated wage increase (beginning 8/16/04) will be applicable to the wage rates for seasonal occupations listed below.

Move Order Employee – Seasonal	\$11.18/hour
Bilingual Move Order Employee – Seasonal	\$11.18/hour
Field Collector – Seasonal	\$16.03/hour
Reconnector – Seasonal	\$12.83/hour
Meter Reader – Seasonal	\$14.44/hour

Additional occupations may only be established by mutual agreement of the Company and Union.

- Hours
 1. Seasonal employees may have their hours reduced below forty (40) hours per week due to business need. Reduced hours within an occupation at a location will be assigned by seniority (most senior employee(s) who volunteer; most junior employee(s) will be assigned if there are no volunteers).
 2. Overtime at a location will be offered to regular employees prior to assigning seasonal employees.
 3. Employees in the seasonal occupation of Reconnector – Seasonal will have a shift window of 6:00 a.m. – 6:30 p.m.
- Other Provisions – Except as noted in this agreement, contract provisions applicable to temporary employees will be applicable to seasonal employees.

Mr. Dan Sherman, Business Manager

November 8, 2004

Page 5

- Transition – Employees placed into WE Temp positions in 2002 were converted to seasonal employee at such time that the Union and Company formally agreed to provisions for seasonal positions in the Local 2150 bargaining unit (May 5, 2002). It is understood that such employees will not experience a reduction in wage rate at the time of conversion from their WE Temp occupation to their new respective seasonal occupation, and so long as they remain employed in such new respective seasonal occupation. Such wage rate will remain frozen until such time that the wage rate for the seasonal occupation pays a greater amount. Seniority will begin with the first day of work in 2002.

This agreement shall be effective August 16, 2004, through August 15, 2007, unless mutually extended by the parties. Should the agreement not be extended by the parties, it is agreed that seasonal employees who are working as of August 15, 2004, may continue to complete the work season under the terms of this agreement. Nothing herein contained shall be construed as altering or amending any provisions of the current labor agreement, except as specifically herein provided.

Two originals of this letter are provided. Please sign both and return one to me; the other is for the Union's file.

Very truly yours,



Art Zintek

Vice President – Human Resources

naw

AGREED: 
Dan Sherman, Business Manager
Local No. 2150, I.B.E.W.

DATE: 11-12-04

AGREEMENT
between
WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN GAS COMPANY, LLC
and
LOCAL UNION NO. 2150, I.B.E.W., A.F.L.-C.I.O.

Except as otherwise noted, Wisconsin Electric and Wisconsin Gas, LLC employees who are in the combined bargaining unit will be covered under the provisions of the current Labor and Pension Agreements between Wisconsin Electric Power Company, Wisconsin Gas, LLC, and Local Union No. 2150, I.B.E.W. (hereinafter referred to as "Labor Agreement"), expiring at midnight on August 15, 2007, except that the following provisions will continue in effect for employees headquartered at Wisconsin Gas, LLC district facilities for the term of the Labor Agreement (expiring on August 15, 2007).

1. Gas Seasonal Employee Provisions

NOTE: The Gas Seasonal Employee occupation may be posted in Wisconsin Electric Power Company – Gas Operations franchised territory represented by Local 2150 in the same manner as currently practiced in the Wisconsin Gas, LLC franchised territory represented by Local 2150.

- **Definition** – Employees hired to work during the construction season (normally April – December) to assist.
- **Seniority** – Seniority will be bridged and time off due to seasonal layoff will not be counted. One month of seniority will be credited to a Gas Seasonal Employee for each month the employee works at least one (1) full day.
- **Bidding/Selection** – Gas Seasonal Employees are eligible to bid on job vacancies in accordance with the Labor Agreement.
- **Layoffs & Rehiring**
 - Gas Seasonal Employees will be employed for a designated period of time, normally not to exceed ten (10) months. Extensions beyond ten (10) months shall be with the mutual agreement of the Company and the Union.
 - Management will determine the locations, the duration of the seasonal assignment, and the number of Gas Seasonal Employees needed.
 - Once a Gas Seasonal Employee is hired at a location, that location becomes his/her regular work location for certain recall rights.
 - The Company agrees that work performed by Gas Seasonal Employees will not result in the layoff of full-time or part-time employees at any given location because of lack of work in field operations. In any event, should a reduction in workforce in field operations at a location become necessary, then Gas Seasonal Employees will be the first to be laid off.
 - In the event the Company determines it is necessary to reduce the number of regular Gas Seasonal Employees at a given location because of lack of work, such reduction

shall be in accordance with seniority of the Gas Seasonal Employees at that location (the Company will provide a minimum of two (2) weeks' notice to the Union office regarding such reduction). Prior to such reduction, the Company shall offer voluntary layoff to all Gas Seasonal Employees in seniority order at the location. If the required reduction is not accomplished through voluntary layoff, such employee(s) at a given location with the least seniority shall be subject to layoff and eligible to exercise one of the options within two (2) working days as set forth in Items "a" and "b" below.

- a. Accept the layoff.
- b. Obtain a job held by a Gas Seasonal Employee of lesser seniority (most junior Gas Seasonal Employee at a location) within his/her zone* provided the work at the location is of a duration of thirty (30) days or more.

*(NOTE: See Item #3, District Locations, to reference which district locations are in the North Zone and the South Zone.)

- c. If no bumping options are available to the employee within his/her zone, he/she may exercise seniority to obtain the job of the most junior Gas Seasonal Employee in the other zone.
- Gas Seasonal Employees affected by the above procedure and who are notified of a layoff will have the right to exercise their own seniority in the same manner as set forth in paragraph 4 until such time as the requisite number of Gas Seasonal Employees leave the Company to effect the reduction required.
 - Affected Gas Seasonal Employees shall remain in their present positions until they exercise their layoff/bumping rights.
 - Recall of Gas Seasonal Employees will be done in the following manner:
 - a. The Company will maintain a list of Gas Seasonal Employees in seniority order and the regular work locations of each.
 - b. By March 15 of each year, the Company will notify the Union of the number of Gas Seasonal Employees it will recall and to which locations.
 - c. Gas Seasonal Employees will be recalled to their regular work location in seniority order and shall retain such recall rights for a period not to exceed three (3) years.
 - d. Should the Company determine it needs fewer employees at a particular location or eliminates the need for Gas Seasonal Employees at a district location entirely, those employees eliminated, in seniority order, will be allowed to select a location within their zone where the most junior Gas Seasonal Employee at that location would otherwise have been recalled to or to a location where the Company has a vacancy for a Gas Seasonal Employee.

- Gas Seasonal Employees must keep management informed of the address and phone number at which they can be reached.
- Gas Seasonal Employees who have been laid off may bid for employment in any other occupation in accordance with Article XIX, Selection/Bidding. The employee may contact a designated Company representative for up-to-date information on job postings.
- In the event the Company notifies a laid off Gas Seasonal Employee to return to work in the same location where the Gas Seasonal Employee was laid off from and where it is planned that such work will be of six (6) or more months' duration and the Gas Seasonal Employee fails to report to work within fifteen (15) calendar days after such notice has been sent to his/her last known address, he/she shall forfeit all seniority rights to re-employment.
- Gas Seasonal Employees called back to work shall be entitled to the same wage classification (wage step) as was applicable at the time of layoff.
- Gas Seasonal Employees who have worked at least five (5) full seasons are eligible for a prorated severance benefit based on the actual number of months worked if the Company determines that recall for subsequent seasons is unlikely.
- Sick/Excused Absence – Eligible for one (1) paid sick day after one hundred fifty (150) calendar days of employment, two (2) paid sick days in the second season, capping at three (3) paid sick days in the third season of employment and subsequent seasons. This is non-accumulated time from year to year.
- Personal Day – Gas Seasonal Employees who have completed one (1) season (eight (8) months) of Company service by January 1 will be permitted one (1) personal day off to be used during the next season.
- Holidays – Gas Seasonal Employees will not be eligible for holiday pay during periods of layoff.
- FlexBen Program – This program is designed to recover costs incurred for medical/dental expenses where no other coverage is applicable. It can also be used to purchase or offset the costs of an individual health care plan. The plan year commences each April 1 and ends on March 31 of the following year. Enrollment in the plan must be submitted annually. The Company will contribute the following toward the Gas Seasonal Employee's account:

After 150 days of employment in the first year	\$100.00 per month
Returning employee for second (2nd) season	\$200.00 per month
Returning employee for third (3rd) season	\$225.00 per month
Returning employee for fourth (4th) season	\$250.00 per month
Returning employee for fifth (5th) season	\$275.00 per month

2. District Locations

District locations continue to be defined as the following facility locations:

North Zone: Amery/Elmwood, Clintonville, Appleton (Little Chute), Marshfield/Owen, Rice Lake/Spooner, Wautoma/Montello, Wisconsin Rapids.

South Zone: Lancaster/Richland Center, Sun Prairie/Monroe, Sparta.

“Sister” locations listed above (e.g., Amery/Elmwood) are considered one location for purposes of temporary transfer provisions.

3. Inspecting Duties

The following applies to employees performing inspecting duties:

While inspecting, the basic work schedule of ten (10) hours per day and forty (40) hours per week (in accordance with Alternative Work Schedule Provisions) can be scheduled between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, with a one-half hour unpaid lunch between the hours of 11:00 a.m. and 1:00 p.m.

During weeks when employees are assigned inspecting duties and are scheduled to work ten (10) hours per day and forty (40) hours per week, those employees shall be paid at the rate of time and one-half (double time on holidays) for all hours worked in excess of ten (10) hours per day and all hours worked in excess of forty (40) hours per week.

4. Agency Employees

The Company may continue to use an employee hired through an agency to perform inspection work in accordance with past practice. The Company is not required to provide monthly information to the Union on inspecting work performed by agency personnel.

5. Management Performing Represented Work

- District Market Team Leaders may perform work in the day-to-day process of accepting customer service applications, working with their team on expansion projects, and filling in for absent employees.
- Operations Specialists may perform incidental bargaining unit work as a result of providing technical support for hourly personnel performing work at regulator sites and gate stations.

6. Mileage

Designated WG District Sales Representatives required to make their vehicles available for each workday for possible Company business will be paid an allowance equal to thirty dollars (\$30.00) per month in lieu of commuting miles (for full months of service only).

7. Uniforms

Regular full-time field employees required to wear uniforms shall be paid an annual clothing allowance of \$250. Gas Seasonal Employees required to wear uniforms will be paid an annual clothing allowance of \$185.

8. Vacation

The schedule of vacation classes listed in Section 30.1, "Vacation Eligibility," of the former WG Labor Agreement (effective 3/01/01) will continue in effect until August 14, 2004. On August 15, 2004, the schedule of vacation classes provided for in the Wisconsin Electric/Wisconsin Gas, LLC Labor Agreement will become effective. However, employees who have become eligible for a vacation class of allowance under Section 30.1, "Vacation Eligibility," of the former WG Labor Agreement (effective 3/01/01), as of August 1, 2004, will not lose eligibility for such vacation class of allowance.

Scheduling of vacation will be based on Company seniority by work location. No employees may take more than two (2) weeks vacation between the second full week in June through and including the week in which Labor Day falls in the first rotation of vacation scheduling. Full weeks of vacation are scheduled first. Management will determine how many vacation slots are available at any time. When making such determination, management will consider allowing as many employees off during peak vacation periods without compromising the needs of the business.

9. Retiree Medical

New employees hired after March 23, 2002, are covered under the provisions of the retiree medical plan applicable to Wisconsin Electric employees represented by Local 2150 who retire during the term of the contract. Wisconsin Gas, LLC employees on the payroll prior to March 23, 2002, shall continue to accrue benefits under the Wisconsin Gas, LLC Retiree Medical Account plan (Company to contribute \$900 per year into the employee's account with a minimum of 4% interest on each employee's account).

Transitional Sub-Account and Dependent Sub-Account – Maintain maximum accrual (spending cap) at a maximum of \$62,500. Minimum 4% interest.

10. Seniority

Seniority for selection/bidding and layoff/bumping purposes shall be handled in accordance with the attachment. Selection/Bidding and Layoff/Bumping Dates shall be established for Wisconsin Gas, LLC employees listed on Attachment "A" equal to March 23, 2002.

Executed this 22 day of November, 2004.

WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN GAS, LLC

By: 

LOCAL UNION NO. 2150
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By: 

WISCONSIN GAS, LLC DISTRICT EMPLOYEES
SENIORITY

The attached guideline explains scenarios for determining seniority. The verbiage that follows is a clarification of the scenarios outlined in the guideline.

Employees listed on Attachment "A" are those who are currently employed by Wisconsin Gas, LLC and were located at one of the Wisconsin Gas, LLC district locations (including satellite offices) as of March 23, 2002. As these employees leave positions represented by L.U. 2150, such employees will no longer be included in Attachment "A" (the attachment will be updated to reflect the changes).

The occupations listed on Attachment "B" are the occupations previously included in the WG Labor Agreement. Future inclusion or exclusion of positions on Attachment "B," including successor occupations, will be by agreement between Human Resources and L.U. 2150 if job titles change and/or new occupations are created in the Wisconsin Gas, LLC district locations.

Seniority Dates

Employees listed on Attachment "A" have a 'Union Seniority' date as reflected in the attachment as of March 23, 2002.

Such employees will have a 'Bidding/Selection Seniority' and 'Layoff/Bumping Seniority' date of March 23, 2002.

Employees identified on Attachment "A" are listed in the order of their 'Union Seniority' date. If they had a common 'Union Seniority' date, their Social Security numbers were used in accordance with the Labor Agreement.

Bidding & Selection

1. **For occupations listed on Attachment "B,"** consideration will be given in the following sequence (provided their qualifications are sufficient):
 - a. Employees listed on Attachment "A" from the same zone as that in which the vacancy exists (in the order of the 'Union Seniority' date).
 - b. Employees listed on Attachment "A" from outside the zone (in the order of their 'Union Seniority' date).
 - c. Employees who are not listed on Attachment "A" from the same zone as that in which the vacancy exists (in the order of their 'Bidding/Selection Seniority' date).
 - d. Employees who are not listed on Attachment "A" from outside the zone (in order of their 'Bidding/Selection Seniority' date).

2. **For occupations not listed on Attachment "B,"** employees listed on Attachment "A" will use their 'Bidding/Selection Seniority' date (3/23/02) in accordance with the WE Labor Agreement. Ties between employees on Attachment "A" will be broken using their 'Union Seniority' date. Ties between employees on Attachment "A" and any other employees in the bargaining unit will be broken based on Social Security number in accordance with the Labor Agreement.

Gas Seasonal Employees may bid on jobs as listed above in the same manner as all other employees.

NOTE: Employees listed on Attachment "A" who bid, bump, or transfer into an occupation not listed on Attachment "B" retain preference for future vacancies in occupations that are listed on Attachment "B" (Items 1.a and 1.b above) until all of the employees listed in Attachment "A" have left the bargaining unit through attrition.

Layoff (Excluding Gas Seasonal Employees)

(Refer to Gas Seasonal Employee provisions regarding layoff of such employees.)

1. If a reduction in workforce occurs in an **occupation listed on Attachment "B,"** employees listed on Attachment "A" are considered senior to employees who may have subsequently posted into one of the occupations listed on Attachment "B" but are not listed on Attachment "A." Relative seniority for those listed on Attachment "A" in layoff situations will be in the order of their 'Union Seniority.'
2. If a reduction in workforce occurs in an **occupation not listed on Attachment "B,"** employees listed on Attachment "A," along with all other employees, use their 'Layoff/Bumping Seniority' date. Any ties between employees listed on Attachment "A" are broken by their 'Union Seniority' date. Any ties between employees listed on Attachment "A" and other employees are broken by their Social Security number, in accordance with the Labor Agreement.

Bumping (Excluding Gas Seasonal Employees)

(Refer to Gas Seasonal Employee provisions regarding bumping for such employees.)

1. **Employees listed on Attachment "A"** (whether still in an occupation listed on Attachment "B" or not) may bump into occupations within their zone. Employees listed on Attachment "A" have super-seniority over all other employees for occupations listed in Attachment "B" at district locations (based on their 'Union Seniority' date). If such employee bumps into other occupations not listed in Attachment "B," bumping is based on the 'Layoff/Bumping Seniority' date, in accordance with the Labor Agreement.

If no options are available within the employee's zone, such employee may bump the most junior employee in the bargaining unit based on 'Layoff/Bumping Seniority' date. If there are no employees with a less seniority 'Layoff/Bumping Seniority' date (i.e., a date after 3/23/02), then the most junior employee will be an employee not on Attachment "A" who is in an occupation in Attachment "B" at a district location. If there are no such employees at district locations, then the most junior employee will be an Attachment "A" employee based on their 'Union Seniority' date.

2. **Employees not listed on Attachment "A"** may not bump employees who are both listed on Attachment "A" and in an occupation listed in Attachment "B" at district locations.

They may otherwise bump in accordance with the Labor Agreement.

ATTACHMENT "A"

WISCONSIN GAS, LLC DISTRICT EMPLOYEE "SUPER" SENIORITY LIST

Layoff & Bumping Seniority Date: 03/23/02

Bidding & Selection Seniority Date: 03/23/02

Dates as of 3/23/02

<u>Union Seniority Date*</u>	<u>Employee</u>
05/27/68	McEvers, Thomas
08/05/68	Nix, Terry
11/17/69	Brost, Glenn
03/09/70	Klawitter, Kenneth
07/09/70	Zimmerman, Audrey
07/09/70	Gochenauer, Judith
11/20/72	Jenkins, Alan
04/17/73	Lord, Thomas
03/29/76	Theis, Gary
09/01/76	Wilson, Ruth
09/19/77	Emerson, Darrell
08/21/78	Laurishke, Timothy
10/16/78	Morgan, Daniel
02/16/79	Stauffacher, Terry
04/02/79	Brusegar, Dean
05/21/79	Hodgson, Kenneth
05/21/79	Ferfecki, Paul
02/25/80	Berry, Craig
03/10/80	Nelson, Dianna
03/10/80	Vesper, Matthew
03/17/80	Stewart, Charles
03/17/80	Mitten, Michael
03/26/80	Devlin, Steven
04/15/80	Christenson, Daniel
04/25/80	Riley, Karen
05/05/80	Mitchell III, Harry
02/13/81	Larson, Kay
07/19/82	Herberg, Eileen
05/24/83	Polum Jr., Gerald
09/23/83	Heinrichs, Russell
09/23/83	Broome, James
12/16/83	Welker, Roy
03/12/84	Rosenberg, Michael
10/01/84	Steivang, Timothy
09/16/85	Krebs, Thomas
04/14/86	Rauch, Michael
06/02/86	Christensen, Robert
09/08/86	Harding, Carol
05/05/87	Nowack, Karen
04/18/88	Gould, Michael
05/04/88	Verbeten, Paul
05/10/88	Conrad, Rebecca

Union Seniority Date*Employee

09/27/88	Audetat, Diane
09/30/88	Roeder, Randall
04/21/89	Marzofka, Chris
05/30/89	Totzke, Jan
06/09/89	Schultz, Kent
07/10/89	Kussman, Glenace
01/05/90	Moon, Kim
03/26/90	Taylor, Cathy
04/09/90	Hatlestad, Todd
05/02/90	Hartjes, Michelle
05/21/90	Pierce, Stephanie
06/04/90	Stewart, Robert
07/09/90	VanNuland, Gary
07/09/90	Gaffney, Thomas
07/16/90	Matuszeski, Deborah
10/16/90	Havlik, Elizabeth
05/06/91	Abel, Tami
05/13/91	Kriewaldt, Kevin
06/24/91	Stahl, Brian
08/06/91	McCullick, Shawn
01/06/92	O'Neill, Hollie
03/02/92	Hoffman, Julie
03/30/92	Erdmann, Jennifer
04/20/92	Tulip, Tyrone
04/28/92	Stojak, Dianne
05/01/92	Fetting, Karen
05/11/92	Tomasauskas, Nadine
05/12/92	Delaitsch, Roxanne
06/01/92	Waite, Randy
06/01/92	Cooper, Daniel
06/22/92	Wentworth-Guinea, Lisa
08/03/92	Miller, Gerald
10/19/92	Roberts, Kevin
11/16/92	Verburst, Charles
05/03/92	Walsh, Thomas
05/17/93	Sonnentag, Kevin
05/24/93	Brudnowski, Glen
06/07/93	Aumann, Daniel
05/02/94	Roberts, Donald
06/27/94	Polzin, Diane
04/01/96	Kaehn, Scott
04/01/96	Utke, Darren
04/01/96	Buchberger, Blaine
10/21/96	Braenne, Rick
04/07/97	Hopkins, Ryan
03/30/98	Stiner, James
04/13/98	Kell, Bradley
04/13/98	Klabon, Larry

Union Seniority Date*Employee

04/23/98	Dumke, Matthew
07/07/98	Isensee, Kelly
03/12/99	Briggs, Jonathan
03/22/99	Nemitz, Alan
04/05/99	Fenske, David
04/05/99	Sanger, Daniel
04/05/99	McClone, Mark
06/01/99	Wills, Melvin
06/07/99	Hoyt, Gordon
06/07/99	Zukowski, David
01/17/00	Harms, Valerie
03/01/00	Cherney, Robert
03/01/00	Jackson, Adam
03/01/00	Forst, Adam
03/06/00	Bartels, Tod
03/08/00	Bodette, Justin
03/15/00	Groskreutz, Brad
03/16/00	Daniel, Mark
03/27/00	Vircks, Darren
03/27/00	Eggert, Steven
04/03/00	Johnson, Christopher
04/17/00	Sawallish, Yahn
04/17/00	Fisher, Jason
05/03/00	Bahl, Brad
05/27/00	Kopp, Paul
06/25/00**	Olson, Gregory
06/26/00**	Zygarlicke, Roger
06/27/00**	Sylvester, Daryn
06/27/00	Bartz, Ronald
07/03/00	Larson, Shane
07/03/00**	Huber, Michael
07/03/00**	Blackburn, James
07/03/00**	Quinn, Steven
07/03/00**	Carolfi, David
07/12/00	Jensen, Jane
07/17/00	Zorn, Joshua
07/17/00**	Hocks, Adam
07/24/00**	McHugh, Michael
02/12/01	Zygarlicke, Barbara
02/19/01	Dewitt, Renee
04/09/01**	Kammerud, Daniel
10/22/02**	Hover, Gary

**Union Seniority Dates, Bumping/Layoff Dates, and Bidding/Selection Dates for Gas Seasonal Employees will be adjusted to reflect periods of layoff, per the labor agreement.

ATTACHMENT "B"

WISCONSIN GAS DISTRICT OCCUPATIONS

11/08/04

CAD/GIS Drafter-Districts
Operations Secretary
Customer Service Representative
WG District Sales Representative
District Inspector
Utility Employee 1
Utility Employee 2
Lead Employee Distribution Services
Gas Seasonal Employee

INTERPRETATIONS - STEP-UP PROVISION

Q. How is step-up paid?

A. In situations where step-up has been determined to be appropriate, guidelines for payment are as follows:

1. Employees WITH NO JOB EVALUATION ADJUSTMENT who previously have been stepped up to a given occupation at:
 - a. The max rate should continue to be stepped up to the max rate.
 - b. Less than the max rate should be stepped up to whatever step is warranted based on total hours of step-up as applied to normal time intervals under new wage schedules.
2. Employees WITH JOB EVALUATION ADJUSTMENT who previously have been stepped up to any step of a given occupation should be stepped up in the future to:
 - a. (i) Whatever step provides a \$.15 increase over their base rate and job evaluation adjustment; or
(ii) The step determined under item (1) above without consideration of JE adjustment if that rate is greater.
 - b. If there is no step that provides a \$.15 increase as described in 2.a., employees should be paid \$.15 above the total of their base rate and job evaluation adjustment.
3. Employees who have not been stepped up previously to a given occupation should be placed on whatever step provides a \$.15 increase over their base rate and any job evaluation adjustment they may be receiving. If there is no step that provides a \$.15 increase as described in 2.a., employees should be paid \$.15 above the total of their base rate and job evaluation adjustment.
4. Employees should continue to receive their current total rate applicable while working in their regular occupation if it exceeds the rate determined in items 1, 2, or 3 above.

NOTE: If an employee is placed on a step below the max rate due to the rules listed above, the employee will be advanced to the next step at such time he/she accumulates enough step-up hours to warrant advancement to the next wage step, based on the normal time intervals associated with the wage schedule steps.

Q. What are the criteria for step-up?

I. General step-up provisions are included in Article XXIII of the Labor Agreement. In addition, the following criteria has been agreed to by the parties:

Step-up payment is required after one or more hours of higher level work is performed due to:

1. Change in geographic location that involves assignment of higher rated job duties.
2. No change in location, but employee is assigned to fill in for absent employee in a higher rated job.
3. Assignment of higher rated job duties due to:
 - a. Increased workload; or
 - b. Crew/lead requirements; or
 - c. Job vacancy (which can only be filled by step-up for a maximum of 90 calendar days and then must be posted and filled according to contractual provisions).

Step-up should not be paid in situations where higher level duties are included in the formal Job Documentation Questionnaire (JDQ) for an employee's current occupation title.

Employees who have not previously been paid step-up and believe they qualify for it based on the criteria stated above, should discuss the situation with their supervisor or team leader, HR representative, and union steward to review the circumstances involved. Eligibility will be determined on a case-by-case basis.

- Q. In determining the amount of time eligible for step-up, can the time be accumulated throughout the day in order to qualify for payment?
- I. No. Time eligible for step-up must be one or more continuous hours. Increments of time less than one hour throughout the day cannot be accumulated.

JOB EVALUATION PLAN

Job Evaluation Process

L.U. 2150's job evaluation process includes the following steps:

- Step 1: Collect Job Documentation - Employees will be asked to fill out a JDQ for collecting information. The Company and Union job evaluation committee members will sit in on a focus group to prepare a final Job Documentation Questionnaire (JDQ). This will replace the oral elaboration portion of the current process.

A typical focus group consists of two facilitators, one management and one union, and includes employee representatives and supervisors from the work group.

- Step 2: Evaluate Jobs - A job evaluation committee (comprised of management and union representatives) will be set up to evaluate represented jobs.

An equal number of Company and Union committee representatives will participate in each job evaluation. The number of participants will be mutually agreed upon for each evaluation, but will not exceed three (3) members for each party to the committee.

- Step 3: Slot Jobs into Wage Levels - After the position is evaluated, the job evaluation committee will calculate the overall evaluation points and place jobs into wage levels. The wage level assignment will be determined by the job's evaluation points and a point-to-wage level conversion table.

Tentative Rates for New Occupations

- The Company will set a tentative rate for a new occupation.
- The occupation will be reviewed six (6) months after a new occupation is established and filled to determine whether or not evaluation is appropriate. If the Company determines the duties of the new occupation have not stabilized, the commencement of the evaluation will be delayed until the duties have stabilized, but no later than one (1) year after the new occupation has been established and filled, unless mutually agreed to by the parties.
- Increases in pay grades due to Job Evaluation findings will become effective as of the earlier of the date the evaluation is completed OR one (1) year following establishment of the job.

Re-Evaluation Request

- The decision to re-evaluate an occupation at the request of either party will be mutually decided based on an occupation's duties changing as to effect the rating of the job.
- Requests for re-evaluation will include citation of the job evaluation factors that have been impacted by changes to the occupation's duties and how these factors have been impacted.
- Upon agreement by the parties to re-evaluate an occupation, the re-evaluation will commence within three (3) months of the re-evaluation request, unless otherwise mutually agreed to by the parties.

- Increases in pay grades due to Job Evaluation findings will become effective as of the earlier of the date the evaluation is completed OR three (3) months following formal evaluation request by either party.
- Disputes over the appropriateness of re-evaluation will be settled by a neutral outside party using a cost-effective and expediting process. Costs will be shared equally by the parties for use of the neutral party.

Point Value Disputes

- Point values for a given job will be mutually agreed to by the job evaluation committee. Disputes on total point value for an occupation as a result of re-evaluation will be settled by a neutral, outside party using a cost-effective and expediting process.
- Disputes will be held and submitted for settlement on a quarterly or semi-annual basis.
- The outside party will determine whether the Union or the Company total point value is appropriate for a re-evaluated occupation; the outside party will not have the authority to establish its own point value for a given dispute.
- The outside party will not be limited to relying on the JDQ or description for information on the duties of a given occupation (i.e., information relative to the accuracy of the JDQ or description may be presented).

Step Placement

- If the evaluation results in a change in pay grade, incumbents will be placed on the new pay grade on a proportionate step-to-step basis. Incumbents whose pay grade is lowered will receive job evaluation adjustments (code 1566).

Job Evaluation Guidelines

In evaluation meetings, the job evaluation committee should consistently use the same process.

- Evaluate one (1) job at a time. Evaluators should read through the entire JDQ before evaluating a job. If the documentation is unclear or incomplete, clarification or additional information should be obtained before proceeding with the evaluation.
- Evaluate each job one (1) factor at a time.
 - Starting with the lowest factor level, read all levels and select the one that most accurately describes the job. Assume that each level definition incorporates the attributes of lower degrees.
 - Some factors include two (2) or more definitions in factor levels separated by an "or" statement. This means that the job can satisfy either definition to receive credit for that level.
 - A job must clearly satisfy all parts of a factor level definition to receive credit for the level. If a job does not satisfy all parts of a definition, drop down one level and try that definition.

- Evaluators should carefully record evaluation results in order to provide an "audit trail" for evaluation decisions. This includes documenting the rationale for evaluation decisions and noting additions or clarifications to the job description. This documentation can be very helpful in the future if questions arise about evaluation results.

General Guidelines

Job evaluation requires a considerable amount of hard work and effort to fully understand the jobs being evaluated and how they compare to the compensable factor levels. Evaluations should be based on the best judgment of fair-minded and knowledgeable evaluators.

- Evaluations should be based on the responsibilities which are a regular part of the job when occupied by a fully qualified incumbent.
- Evaluations should focus on job requirements, not the qualifications or performance levels of the incumbent(s) performing the job.
- Factor level definitions should be applied consistently and conscientiously. In discussing appropriate levels, evaluators should concentrate primarily on how the job requirements match these definitions.
- Jobs should be evaluated as they exist at the present time, not as they were in the past or how they may be in the future.
- The job title should not influence the evaluation since the title may not be descriptive of the position.
- Evaluators should strive to:
 - Be objective;
 - Eliminate any preconceived notions or biases about jobs;
 - Apply a broad organizational perspective;
 - Work well as part of a team in a participatory environment to achieve consensus; and
 - Maintain complete confidentiality.

**PROVISIONS APPLICABLE
TO TEMPORARY EMPLOYEES**

Article II	All Union Agreement
Article XI	Discipline
Article XVII	Grievance Procedure
Section 22.2	Shift Schedules
Section 22.3	Shift Premium
Section 22.6	Schedule Changes
Section 22.8	Makeup Time
Section 22.11	Sixth Start
Section 22.12	Sunday/Holiday Premium
Section 22.13	Overtime
Section 22.17	Call-Out/Call-Back
Section 22.18	Premium Rest
Section 24.1	Meal Allowance
Section 25.3	Safety Shoes
Section 25.6	Inclement Weather
Article XXVIII	Holidays
Section 29.1	Personal Motor Vehicle Expense Reimbursement Plan
Section 29.2	Travel on Company Business
Article XI	Discipline
Article XVII	Grievance Procedure

SUPPLEMENT TO LABOR AGREEMENT
ON MAINTENANCE OF WAGE RATES
FOR EMPLOYEES
WHEN THEY CAN NO LONGER CLIMB

This Agreement by and between WISCONSIN ELECTRIC POWER COMPANY, the "Company," and LOCAL UNION NO. 2150 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, the "Union," replaces Supplement to Labor Agreement No. 08-23-01-1 (which is terminated effective with the effective date of this Supplement) and is a Supplement to the Labor Agreement between the parties hereto dated November 22, 2004.

WHEREAS, the Company and the Union recognize that in certain occupations the job duties include climbing (with climbers) in any and all kinds of weather conditions and such activity involves both physical exertion and bodily dexterity which is peculiar to these few occupations, and these requirements become more taxing with advancing age and can be, and sometimes are, more than an older person should indulge in as a regular duty, and,

WHEREAS, not all of the older employees in these specific occupations can be advanced into higher related jobs, such as crew leader, and some are therefore subject to possible demotion to a lower paid occupation in a related or associated work area if they are no longer able to perform the duties of their job, and

WHEREAS, it is felt that if such employees have already served the Company for a very substantial part of their working lives they ought not become subject to loss of pay solely because of such special occupational duties which they can no longer perform solely because of natural aging,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

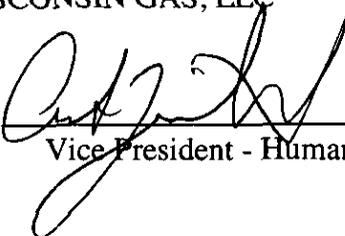
1. If the Company medical representative certifies that an employee whose job duties involve a substantial amount of climbing (with climbers), who after having attained fifty years of age and twenty years of service with the Company, is no longer able to normally perform the climbing operations prescribed for his/her job solely as a result of normal aging, and shall further certify that such handicap is not attributable in any significant degree to an accident; nor to the use of intoxicating liquor or narcotics; nor to illness or disease not associated with employment with the Company, then
2. While this Supplement remains in force, such employee shall continue to receive a base rate equal to his/her then established wage classification (wage step), provided he/she satisfactorily performs the assignments given to him/her other than climbing, provided further that
3. Such employee and the Union cooperate in any steps taken by the Company to ascertain the fitness of the employee for some other job within the jurisdiction where he/she can better use his/her capabilities and if such other job is available, the Union will waive the normal barriers of posting procedure, seniority, etc., which would otherwise tend to interfere with training and placement of such employee in such job, and provided further

4. That such special wage rate payable to such employee shall be discontinued and the regular wage rate of the job to which he/she is thus assigned shall be applied if and when:
- (a) The employee and/or the Union fails to cooperate in the manner above specified; or
 - (b) The employee advances into a job for which the appropriate rate for the work performed becomes equal to or greater than such special rate.

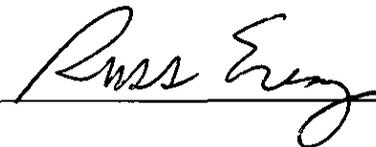
Nothing herein contained shall be construed as altering or amending any provisions of the Labor Agreement between the parties dated November 22, 2004, or supplements hereto, except as hereinabove specifically provided.

Executed this 22 day of November, 2004.

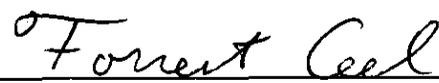
WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN GAS, LLC

By 
Vice President - Human Resources

Attest:



LOCAL UNION NO. 2150, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By 
President


Business Manager

Attest:




2005

January						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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