

**AGREEMENT
between**

**MISSOURI GAS ENERGY,
a Division of Laclede Gas Company**

and

**UNITED STEELWORKERS
LOCAL UNION NO. 12561
LOCAL UNION NO. 14228**

and

LOCAL NO. 11-267

Effective

August 16, 2016 – July 31, 2019

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AGREEMENT

THIS AGREEMENT, executed the 16th day of August 2016, between LACLEDE GAS COMPANY, MISSOURI GAS ENERGY DIVISION, hereinafter designated as the "Company," and UNITED STEELWORKERS, on behalf of Local Union No. 12561, Local Union No. 14228, and Local Union No. 11-267 of United Steelworkers, whose members are employed by the Company in its Lee's Summit Division, Joplin Division, and St. Joseph Division, hereinafter designated as the "Union;"

WITNESSETH:

WHEREAS, it is the mutual desire of the Company and the Union to establish the scale of wages to be paid by the Company to employees covered by this contract during the contract period beginning August 16, 2016, and to adopt certain rules and regulations regarding hours of labor and working conditions which shall be observed by the Company and the Union and employees represented by the Union who are employed by the Company during such period;

NOW, THEREFORE, it is hereby mutually agreed as follows:

This Agreement supersedes any and all other written agreements, and shall be binding upon and inure to the benefits of the parties, their successors, or assigns, and may not be changed or terminated except by written agreement of the parties.

All agreements in effect prior to the date this Agreement becomes effective including side agreements, supplemental agreements, or memorandums of understanding are void and of no force or effect unless reduced to writing, and expressly either; 1) incorporated into and made a part of this Agreement, or 2) included within the universal agreement notebook and/or local procedures/operations books jointly prepared by and signed by the parties as part of the collective bargaining for this Agreement. To be included in the universal agreement notebooks and/or the Local procedures/operations books, written agreements which existed and were agreed upon by the parties on or before August 16, 2016, must be submitted to the Company for inclusion by August 16, 2016, or else such agreements are void and of no force or effect. Written agreements created and agreed upon after August 16, 2016, will be included as they are agreed upon by the parties. Notwithstanding the foregoing, the parties agree that all past practices shall remain in effect and will not be affected by this prior agreements section.

Written supplemental agreements for any of the individual Divisions covered by this Agreement are not to bind (or set a precedent in) the other Divisions covered by this Agreement. Any subsequent supplemental agreements or understandings entered into any of the individual Divisions covered by this Agreement must be reduced to writing and signed by representatives of Local Management, the Missouri Gas Energy (MGE) Human Resources Department, and the Division Grievance Committee before they are binding. These supplemental agreements shall apply only to the Division concerned. It is agreed that such supplemental agreements will not change the general intent or purpose of this Agreement.

ARTICLE I
Union Recognition and Description of Bargaining Unit

Section 1. Union Recognition.

The Company recognizes the Union as the sole bargaining agent on matters pertaining to wages, hours, and other conditions of employment.

Section 2. Description of Bargaining Unit.

The term, "Employee", as it is used in this Agreement, shall include the following:

- a) All construction, operation, maintenance, and installation and service employees of the Lee's Summit Division (Lee's Summit and Warrensburg) Missouri, Joplin, Missouri Division, and St. Joseph, Missouri Division as listed in Appendix A.
- b) Supervisory employees above the rank of working foreman shall be excluded.

ARTICLE II
Union - Company Relationship

Section 1. Union Stewards.

The Union will maintain its own system of contact with its members through an organization of stewards headed by a Chief Steward selected from their own number. The Company agrees to recognize the steward as a representative of the employees in the group for which they have been selected.

Section 2. General Grievance Committee.

- a) Organization. The General Grievance committee shall consist of six (6) delegates serving without loss of pay and selected by the Union from their membership employed by the Company in Divisions represented by the Union, together with representatives of United Steelworkers. The Union has the option of adding up to two (2) additional delegates at their expense as needed.
- b) Functions. The General Grievance Committee shall meet with Corporate Management of the Company whenever necessary for the purpose of adjusting grievances or any other differences which may arise under this Agreement. This Committee shall also meet and discuss with Corporate Management any matters of interest to the employees of the Company.

Section 3. Division Grievance Committee.

- a) Organization. A Division Grievance Committee shall be organized in each Division covered by this contract. This Committee shall consist of the Division members of the General Grievance Committee, plus an additional number of members to result in a committee of three (3) members of the Local Union working in

the Division. If the Chairman of the Division Grievance Committee deems it is necessary to have a fourth (4th) member on the committee to hear any particular grievance, he/she has the option to add a fourth (4th) member. Two (2) representatives of the United Steelworkers shall also be members of the Division Grievance Committee.

- b) Functions. The Division Grievance Committees shall meet with the Division Management of the Company for the purpose of adjusting grievances or differences which may arise and shall also meet with the Division Management of the Company in all matters of interest to the employees of the Division.

Section 4. Contract Bargaining Committee.

- a) Organization. The Contract Bargaining Committee shall consist of eight (8) representatives who are employed by MGE who shall be selected by the Union, plus representatives of United Steelworkers. If a new Division is added to this Agreement, the Contract Bargaining Committee shall be increased by one (1) representative.
- b) Functions. It shall be the function of the Contract Bargaining committee to meet with MGE and Corporate Management of the Company for the purpose of negotiating an agreement to replace this Agreement upon its termination. Eight (8) members of the Contract Bargaining Committee shall be entitled to time off from their regular jobs without loss of pay for the conduct of collective bargaining.

Section 5. Time Off for Stewards and Grievance Committee Members.

Stewards and members of the Grievance Committees shall be entitled to a reasonable amount of time off from their regular jobs without loss of pay for the performance of their functions in accordance with this Agreement. It is understood that such time off shall be held to a minimum. Advance notification of intention to take time off under this Section of at least three (3) days shall be given to local Management whenever possible.

Section 6. Leaves of Absence.

Any member of the Union employed as officers for their Union, locally or internationally, or by an affiliated organization, shall be granted a leave of absence for a period not to extend beyond July 31, 2019. Upon being relieved of their positions with the Union, they will be entitled to reinstatement in the position held at the time of taking the position in the Union and shall be entitled to their seniority rights for bidding, vacation, holiday, and sick leave purposes only; as though they have been employed continuously by the Company. The first two (2) years of any such leave of absence will be credited service for purposes of the Company pension plan. Any extension agreed to beyond two (2) years will not be credited service for purposes of the pension plan.

Section 7. Time Off to Conduct Union Business.

For the purpose of attending a policy meeting to be held by the Union, not more than two (2) employees from any division covered by this Agreement who are designated by the Union and who are regularly scheduled to work on either a Saturday or a Sunday shall be excused from work without pay on a Saturday or Sunday four (4) times during each of the twelve (12) month periods covered by this Agreement.

Not more than six (6) employees from Lee's Summit (Warrensburg) Division, and not more than three (3) employees from the Joplin Division, and not more than two (2) employees from the St. Joseph Division who are

scheduled to work on Saturday and Sunday shall be excused from work on such two (2) days without pay for the purpose of attending a major policy meeting of the Union.

Section 8. Bulletin Boards.

The Company shall provide a bulletin board in each reporting location for use by the union. Such bulletin board may be used by the Union without prior Company approval, for the posting of notices pertaining to Union business. The Company agrees that at the conclusion of each payroll period it will post on the bulletin board in each Division the names of all employees in the Bargaining Unit, the number of days of vacation earned and used by each employee, the number of days of annual sick leave to which each employee is entitled and the number of days of annual sick leave used by each employee during the current year, the amount of sick leave that is eligible for pension calculation purposes and the amount of dollars that can be used for long-term disability gap coverage to allow employees to receive up to 100% (one hundred percent) of pay. The Company further agrees that daily, Monday through Friday except holidays, it will post on the bulletin board in each Division the overtime worked by each employee and the overtime refused by each employee in that Division. In those Divisions in which there is more than one (1) town or reporting place, the above information shall be posted only at the headquarters for such Division.

Section 9. Check-Off of Union Dues.

The following provisions shall apply only to the extent permitted by law and shall not apply to the extent prohibited by applicable state or federal law.

Any person now or hereafter employed as an employee of the Company and covered by this Agreement, shall within ninety (90) working days of the date of this Agreement or ninety (90) working days from date of hire, whichever is later, as a condition of continued employment, shall either become a member of the Union in good standing, or shall tender to the Union a sum equivalent to the initiation fee, and on a monthly basis a sum equivalent to the regular Union dues.

The Union shall indemnify and save the Company harmless (including but not limited to payments of all judgments, costs, and attorneys' fee) against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any of such provisions.

During the life of this Agreement the Company agrees to deduct from any employee's wages the initiation fees and dues designated by the International Treasurer of the International Union, and assessments approved by the International Union, provided his/her signed authorization for such deduction and payment has been properly filed with the Company and provided he or she has received pay for five (5) or more days during the calendar month for which the deduction is made. Remittance of the monies so collected each month shall be made to the International Treasurer of the United Steelworkers, at the address which he/she authorizes for this purpose, within five (5) days from date of collection.

The form of authorization for deduction shall be as follows:

CHECK-OFF AUTHORIZATION

For United Steelworkers

Company

Plant

Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment within the collective bargaining unit in the Company, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union, as my membership dues in said Union.

The aforesaid membership dues shall be remitted promptly by you to the International Treasurer of the United Steelworkers, or its successors, at the address which he/she authorizes for this purpose.

This assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Company and the Union covering my employment if such date shall occur within one (1) of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of such notice will be given by me to the Financial Secretary of the Local Union.

Local Union No. _____
United Steelworkers

Signature

Witness

Check No. _____
Ledger No. _____

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or assignment furnished under any of such provisions.

Section 10. Definition of Days.

It is understood and agreed that whenever and at any place the term “days” is used in this Agreement, such term shall be considered, defined, and treated as “working days” except with the following exceptions: (1) employees will earn “Holidays” under Article VI, Section 1, on a calendar day basis; (2) the fifteen (15) days revocation notice in the “check off” portion contained in Article II, Section 9 of this Contract shall be “calendar days;” and (3) the sixty (60) day optional contract termination notice in Article XIV of this Contract shall be sixty (60) “calendar days.”

ARTICLE III Procedure for Settlement of Differences

Section 1. Settlement of Differences.

The contracting parties agree that as a part of the consideration of this contract any and all grievances, disputes, stoppages, suspensions of work, and any and all claims, demands, or actions arising therefrom or involved therein shall be settled and determined by the contracting parties by negotiation or by grievance and arbitration procedure hereinafter provided.

Section 2. Grievance and Arbitration Procedure.

The following procedure will be followed in the handling of grievances and complaints arising out of this Contract:

Step 1.

Any employee who deems himself/herself to have a grievance or complaint caused by any action of the Company shall before filing a written grievance, discuss such action with their supervisor and their steward or chief steward in an attempt to settle the dispute informally. If the employee and their steward or chief steward are unable to resolve the dispute with the employee’s supervisor, the steward or chief steward shall, not later than ten (10) working days after the date of the occurrence giving rise to such dispute, reduce the grievance to writing specifying the sections of this Agreement the employee contends the Company has violated, the relief requested, and file it with the supervisor. The supervisor shall answer the grievance in writing on the back of the grievance form within three (3) working days after receipt of the written grievance, and in the event of his/her failure to do so the grievance shall be considered settled in favor of the employee, and the relief requested on the grievance report shall be granted. The grievance shall not be further processed unless the steward or chief steward shall notify the Company within three (3) working days after receiving the supervisor’s answer of their intention to appeal the grievance to Step 2.

Step 2.

If the grievance is not settled between the employee and the steward or chief steward and the employee’s supervisor, and if notice of intention to process the grievance further has been given as required above, the grievance shall be discussed at a meeting held between the employee, the Division Grievance Committee, and representatives of Division Management within six (6) working days after receipt of notice of the Union’s intention to process the grievance to Step 2. Division Management will answer the grievance in writing on the

back of the grievance report within three (3) working days after the Step 2 meeting and in the event of its failure to do so the grievance shall be considered settled in favor of the employee, and the relief requested on the grievance report shall be granted. The grievance shall not be further processed unless the Union shall notify the Company within three (3) working days after receipt of the answer of Division Management of its intention to appeal the grievance to Step 3.

Step 3.

If the grievance is not settled at the Step 2 level, and if notice of intention to process the grievance to Step 3 has been given as required above, the grievance shall be discussed at a meeting between the General Grievance Committee and representatives of Corporate Management to be held within fifteen (15) working days after receipt of notice of the Union's intention to process the grievance to Step 3, unless a Step 3 meeting has been held during the preceding twenty (20) working days. If such is the case, the Step 3 meeting will be held within a five (5) day period following the expiration of such twenty (20) working day period. Within ten (10) days after the Step 3 meeting MGE Corporate Management shall answer the grievance in writing and in the event of its failure to do so the grievance shall be considered settled in favor of the employee, and the relief requested on the grievance report shall be granted. The grievance shall not be further processed unless the Union shall notify the Company within ten (10) working days after receipt of MGE Corporate Management's answer of its intention to submit the grievance to arbitration. This step of the grievance procedure shall not be held but shall be eliminated in grievances involving only violations of operational procedures which are covered by local Supplemental Agreements, and in such cases the next step after Step 2 shall be arbitration if the Union carries a grievance beyond Step 2.

Step 4.

- a) If the Union shall notify the Company of its intention to submit the grievance to arbitration as required above, the parties shall attempt to agree upon an independent person to arbitrate the dispute. If the parties are unable to choose such independent person by agreement within twenty (20) days after receipt of such notice of the Union's intention to submit the grievance to arbitration, the Federal Mediation and Conciliation Service shall be requested to furnish a list of seven (7) arbitrators from which the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, the parties shall alternately strike one (1) name from such list, with the Union having the right to strike the first name, until only one (1) name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute.
- b) The hearing before the arbitrator shall be held at a time and place mutually agreeable to the Union, the Company, and the arbitrator, but if agreement cannot be reached the arbitrator shall select the time and place of the hearing. If regularly scheduled to work during the time of the arbitration hearing, the President of the Local plus three (3) members of the Division Grievance Committee and the grievant(s) shall be excused from work for the purpose of attending such hearings but shall nevertheless receive their straight time rate of pay for not to exceed eight (8) hours for each day of such hearing. The fees of the arbitrator shall be divided equally between the Company and the Union.
- c) The decision of the arbitrator shall be final and binding upon all parties to the dispute. However, the arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement, and he/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

- d) Any time set forth in this Section may be extended by mutual agreement of the parties and such agreement shall be in writing. All notices of intention to process a grievance to the next step which are required in this Section shall be given in writing on the back of the grievance forms retained by the Company and the Local Union. For the purpose of computing any period of time following the giving of a notice of the holding of a meeting, the day after giving notice of such meeting will be the first day of such period, and any meeting required to be held or answer required to be given shall be held or given on or before the last day of such period. Saturdays, Sundays, and Holidays shall not be included in any such time limitations.
- e) If grievances or complaints are signed and filed by more than one (1) employee, or if separate grievances are filed arising from the same occurrence or fact situation, not more than three (3) of the grievants shall attend the meetings held at Step 1, 2 and 4 of the grievance procedure and be entitled to time off from work without loss of pay for attending such meetings.
- f) If the grievance results from disciplinary action including discharge imposed upon the grievant, the grievant shall have the option of attending the Step 3 meeting and be entitled to time off from work without loss of pay for attending the Step 3 meeting. It is also recognized that it may be advantageous in other types of grievances to have the grievant in attendance at the Step 3 meeting and in such case if mutually agreeable between the Company and the Union, the grievant shall be entitled to time off from work without loss of pay for attending the Step 3 meeting.
- g) All grievances related to the discharge of an employee shall take priority over all other grievances unless otherwise mutually agreed.

Section 3. Reinstatement of Discharged Employee.

Should any employee be discharged and the reason therefore not be sustained on appeal after having been handled as provided in Section 2 of this Article, the employee shall be returned to service and compensated for the actual wage loss, if any, suffered by him/her, provided an arbitrator so rules or the parties mutually agree.

Section 4. No Strike - No Lockout.

It is agreed that there shall be no strike or interruption or interference in the Company's operations by the Union or its members and that there shall be no lockout by the Company during the life of this Agreement.

**ARTICLE IV
Promotions - Transfers - Lay-Off**

Section 1. Seniority Recognized.

The parties to this contract hereby recognize the principle of seniority and seniority rights and privileges as established by this contract. Seniority within the individual Division shall govern except that when an employee is to be selected on the basis of seniority for any purpose other than bidding and the exercise of rights in the event of lay-off, only those employees who regularly report to the particular reporting location in question shall be considered, and the employee to be selected shall be selected from among such employees on the basis of their seniority among such employees.

Section 2. Establishment of Seniority.

The seniority rights of an employee covered by this contract shall be established as of the last date of employment by the Company. A voluntary quit or the discharge of the employee breaks seniority, and any seniority previously established shall be forfeited. Illness of the employee, Management lay-off for less than twenty-four (24) consecutive months, authorized leave of absence, induction, or enlistment in the military service by an employee subject to induction, or recall to active duty of an employee in the military reserve shall not affect seniority. A Management layoff of more than twenty-four (24) consecutive months shall break seniority and any seniority previously established shall be forfeited and all recall rights shall be terminated.

When two (2) or more employees start on the same day, seniority will be determined by their date of birth as outlined below:

1. The employee with the earliest birth month
2. If more than one (1) employee has the same birth month, the earliest day of the month will determine seniority
3. If both the birth month and day are the same for more than one (1) employee, the employee with the earliest birth year will determine seniority

Section 3. Procedure for Posting of Vacancies and Bidding.

The following procedure shall govern the procedure for posting vacancies and bidding:

- a) Procedure for Posting of Vacancies and Bidding. When an employee bids off a job, dies, quits, retires, or receives a position not covered by the Bargaining Unit and Management determines that it is necessary to fill this vacancy in that job classification, this job classification shall be posted and filled according to the bidding procedure. The bid sheet of such vacancy shall be posted upon all Union bulletin boards at all reporting locations as required. Bid sheets shall contain the following information.

1. Job Classification and Rate
2. Shift
3. Hours of Work
4. Workweek
5. Reporting Location

Bid sheets shall be posted on all Union bulletin boards as designated by Management and the Chief Steward. The bid sheet shall be posted on Tuesday and shall remain posted for a period of three (3) work days, during which time employees shall have an opportunity to sign the bid sheet. Management shall provide the Chief Steward with a copy of the bid sheet at the time of posting. An employee shall be permitted to remove their name from a bid sheet as long as it is still posted on the board and the employee has a supervisor and/or union steward witness and initial said removal. The bid will be removed from the bulletin board if management and union can agree it has been posted in error. No bids will be posted when holidays fall on Tuesday through Friday. For definition purposes, Saturday, Sunday, and holidays shall not be considered as working days in regard to all references to posting, awarding, and filling jobs.

Management will inform the employee who is the successful bidder of the vacancy within two (2) work days after the close of the bidding period or after the bid sheet is received in the principal office of the division. Jobs shall be awarded the Monday after the posting is removed and the new pay rate will become effective

the following Monday. Shift differential and premium pay will only be paid when the employee works the shift they are awarded. Once the employee has been awarded the bid job, they cannot bid back to the previous classification, workweek, and shift for a period of fifteen (15) days. Management shall notify the Union of the award of a job under the bidding procedure.

In the event no bids are received, the Company may select any employee in the Bargaining Unit who is willing to accept the posted position by order of seniority. If no one elects to take the job, the Company may fill the vacancy at its discretion.

An employee may be required to perform the duties of their former classification on their former shift at their former reporting location for a maximum of thirty (30) working days based on operational or business needs. During the period the employee continues to perform the duties of their former classification on their former shift at their former reporting location the employee shall receive the rate of pay for their former classification or the rate of pay for the classification for which they successfully bid, whichever is higher.

If a vacancy occurs in a classification within the Installation & Service Department and the principal duties of the employee who fills such vacancy will be performed in any of the towns in which the Company requires at least one (1) employee from the Installation & Service Department to reside, the Company shall have the right to require that any employee who bids for such vacancy reside within five (5) miles of the city limits of the town where their principal duties will be performed. The Company shall have the same right to impose the same requirement in any town in the same Divisions where such requirement has not previously been imposed, including towns which the Company commences to serve after the execution of this Agreement, if by reason of the volume of natural gas sold in any such town or the location of such town with respect to other towns in the Division it becomes necessary for the Company to do so. Such requirement shall be included on the bid sheet posted when the vacancy is posted for bidding, and any employee who bids for the job shall agree, as a condition to being awarded the job, that they will establish their residence in such town within a reasonable period after being awarded the job and will remain a resident of such town so long as they hold such job. The Company shall not, however, be required to pay any portion of the employee's expenses of moving their residence.

If no employee who is eligible to bid for the vacancy does so, the Company may offer the vacancy to any employee within the Division where the vacancy exists who would be eligible to bid for the vacancy, and if such employee agrees to accept the vacancy and move their residence to such town, the Company shall pay their expense of packing, transporting, and unpacking their personal effects or fill at their discretion

In the event the Company is unsuccessful in securing a qualified employee, the Company may require the most junior employee in the Division who holds the same classification, or the next lower classification, to accept the vacancy, and move their residence to the town in question, and in that event the Company shall pay their expense of packing, transporting, and unpacking their personal effects or fill at their discretion.

The employee who fills the vacancy as provided in the preceding three (3) paragraphs shall be ineligible to bid for any vacancy that may be posted for bidding in an equal or lower paid job for three (3) months, and if the employee successfully bids for a higher paid job before the expiration of three (3) months the award of such job shall not become effective, and they shall remain a resident of the town to which they moved and shall continue to perform the duties of the job they held at the time of such bid, until three (3) months have lapsed since they moved to such town and commenced the duties of such jobs. The employee shall,

however, be given the opportunity, without regard to the provisions of Article V Section 3, for the distribution of overtime work, to perform any overtime work in their department that is required to be performed in the area to which they are assigned that they are qualified to perform.

- b) Bids by Absentee Employees. An attempt will be made by the employee's Steward or a Union Officer to contact an absent employee when a job is posted. If contact is made with the absent employee, the Steward or Union Officer will determine if the absent employee desires to bid the posted vacancy and if so, the Steward or Union Officer will print the employee's name on the bid sheet and sign and date the entry. If contact is not made with the employee, an employee absent from work for any reason when a job is posted may bid on such job within two (2) work days of their return to work provided they return to work within sixty (60) calendar days of the date the job was posted. In the event an employee exercises this option and is subsequently awarded the job, the employees affected by the original award shall be returned to their former jobs or bid any job posted after the job they were originally awarded.
- c) New Position and Break-In Period. The bidding employee with the most seniority and with the physical fitness and ability to learn the job and who meets the restrictions for classifications footnoted in Appendix A shall receive the award. In the event that a question arises in regard to the physical fitness or the ability of the bidding employee to learn the job, this question shall be determined by the Division Management subject to the grievance procedure. The senior bidding employee shall be given a reasonable opportunity under qualified supervision, to break-in on the job for which they bid. The break-in period shall not exceed a period of sixty (60) working days, and any employee awarded a job under the bidding procedure who does not demonstrate an aptitude to perform the duties of the job awarded to them by the end of the break-in period shall be returned to their former job at their former rate of pay (according to the rate structure for that job classification) with no loss of seniority or change of working conditions. Whether or not an employee has demonstrated an aptitude to perform the duties of the job during the break-in period shall be determined by the Division Management subject to the grievance procedure. Management reserves the right to determine the days, times and shift of training if needed for qualification purposes. The employee will have the same start time throughout the workweek while training with a qualified employee.
- d) Return to Previous Job. In the event that an employee has surpassed their sixty (60) working day break-in period is unable to satisfactorily perform the job, they shall return to their previous job with no loss of seniority at their former rate of pay and previous time in classification. Whether or not an employee has satisfactorily performed the job shall be determined by the Division Management subject to the grievance procedure. The vacancy created by the return of an employee to a previously held job under the terms of this paragraph shall be filled in accordance with the procedure set out in paragraphs (a) and (b) of this Section.
- e) Job Impairment. In the event that an employee is no longer able to perform the material and substantial duties of their regular classification due to a physical or mental condition, the employee shall exercise their seniority under the provisions of this Contract to bid or bump to a classification in which the employee has the necessary fitness and ability to learn the work required. This determination must be substantiated by a medical certification and is subject to review by a company health care professional. Such employee shall be given a reasonable opportunity under qualified supervision to perform the work required for a period not to exceed sixty (60) working days. Any employee unable to bid or bump shall be laid off and the vacancy, if any, shall be posted. Such a lay off shall not restrict the Company's right to contract work.

Section 4. Temporary Transfers.

Except as provided in Article IV, Section 5, which would take precedent:

a) When Management determines that there are not enough employees present in a classification or department, or because of the absence or inability of an employee to perform the work in their bid classification, management may temporarily transfer a sufficient number of employees having the necessary physical fitness and qualifications from any department or departments and from any reporting location subject to the following restrictions:

- Intra-Department Transfers (within Department): Employees may be laterally transferred, upgraded, or downgraded. Employees transferred and assigned work in a higher paid classification shall be selected based on seniority and shall receive the rate of pay for such classification. Employees transferred to an equal or lower paid job will be by inverse seniority and they will receive their regular base rate of pay.
- Inter-Department Transfers (between Departments): All vacancies within a department will be filled by qualified employees from the department who are at work before transferring employees into the department. Provided, the senior employee transferred out of the department will receive upgrade pay if an employee, disqualified by the Company, remains in the department, and is subsequently upgraded and the employee transferred out would have received the upgrade. Employees will be transferred on the basis of inverse seniority from the affected department and continuing until staffing requirements are satisfied, provided however, that employees within the affected department will first be given the opportunity to volunteer on the basis of seniority for such transfer.

The senior employee who volunteers for a transfer to a specific classification will accept all subsequent transfers to such classification for a three (3) month period unless the employee declines a transfer within five (5) working days after the first day in the specific classification. Subsequently, a more senior employee turning down a transfer to such classification must wait three (3) months before volunteering for such transfer.

b) The Company will provide necessary training for those employees who are physically fit and are to be transferred pursuant to this section. If an employee contends that he/she is not physically fit to perform a job, it shall be their responsibility to provide the Company medical evidence of such physical condition.

c) If an upgrade occurs during the first four (4) hours of the shift, the employee upgraded will receive eight (8) hours pay at the higher rate.

- If an upgrade occurs during the last four (4) hours of the shift, the employee upgraded will receive four (4) hours pay at the higher rate.
- If an employee is filling a classification temporarily more than fifty percent (50%) of the time in a twelve (12) month period and such temporary assignment is not attributed to step ups for sick leave, vacation, worker's compensation, or other leaves of absence then that classification will be filled permanently through the regular bidding procedure.

d) When it can be determined that a vacancy will continue for a period of more than forty-five (45) working days, and if Management chooses to fill such vacancy, then such vacancy shall be filled under the regular bidding procedure. Upon the return of the employee who was absent, he/she shall resume work in their

regular classification and the employee filling the temporary vacancy or vacancies shall return to their former job classification.

If an absent employee has not returned to work after being off work for 120 (one hundred twenty) calendar days, the vacancy will no longer be considered temporary and will be posted and filled under the regular bidding procedure. If such absent employee returns to their former classification, after such classification has been posted and filled as above set out, such employee shall resume their formerly held classification.

- e) If a temporary vacancy occurs on a shift or work week other than the first (1st) shift, Monday through Friday work week; and if it is known that such vacancy will continue for at least one (1) work week, and provided the Company elects to fill the vacancy by transferring an employee from a different shift or work week, notice of the Company's intention to fill such vacancy by such transfer shall be posted on the bulletin board five (5) days before the effective date of the proposed temporary transfer. Any employee who is regularly assigned to the first (1st) shift, Monday through Friday work week, and who holds the classification in which the vacancy exists may indicate their desire to be considered for the temporary transfer by signing their name on the notice so posted. The Company will transfer the most senior employee who so indicates their desire to receive the transfer. In the event no such qualified employee indicates a desire to be transferred, the most junior employee who holds the classification in which the vacancy exists and who is regularly assigned to the first (1st) shift, Monday through Friday work week, shall be required to accept the transfer.
- f) Temporary vacancies in a crew will automatically be filled from among all of the employees within the department who report to the location at which the crew reports and who have the qualifications to perform the work, on the basis of plant-wide seniority, unless the vacancy develops thirty (30) minutes or less before the shift begins or after the shift begins, in which case the vacancy shall be filled by automatically upgrading the members of the crew who are present. However, the provisions of this paragraph are not intended, and shall not be construed, to mean that there shall be any specific or minimum number of Construction & Maintenance Department crews established in any Division for any particular day.
- g) Except in emergencies and inter-department transfers, an employee who is steadily employed in any job classification shall not without his/her consent be transferred to any temporary work in another job classification and another employee asked to do their work.
- h) The Company shall have the right to transfer personnel to any location within the Company. When employees are to be moved from one reporting location to another they shall be allowed to report to their regular reporting location and then proceed to the designated site within the assigned reporting location. All travel will be on Company time. When overnight stay is required, the Company will provide reasonable food and lodging.

The above procedure may be implemented only if the following conditions exist:

- No employees are on lay off from the receiving Division.
 - Unless mutually agreed, transfers will only be allowed on a Monday through Friday, first (1st) shift basis.
- i) A truck which is used to transport a crew and the materials which they will use in their work may be driven by any member of the crew irrespective of their classification, and no upgrade in pay will be granted, but if any one of the crew members who does not hold a classification equivalent in pay to the Utility Worker

classification is directed to drive the truck to get additional employees or to deliver additional material they shall receive at least the rate of pay of a Utility Worker.

Section 5. Lay Offs.

- a) In the event that employees are laid off from a particular job, they will be allowed to exercise their seniority in any other classification covered by this Contract in which they have the necessary fitness and ability to learn the work required within fifteen (15) working days. Such employees shall be given a reasonable opportunity under qualified supervision to learn the job for a period not to exceed sixty (60) working days.

In addition, if an entire department should be closed and the employees in such department laid off they shall be allowed to exercise their seniority to obtain any job, providing they have the physical fitness and ability to learn the job. Any employee who is bumped from their job as a result of the employee who was laid off or bumped exercising their seniority shall have the same right to exercise their seniority to obtain a job for which they have the physical fitness and ability to learn the job. Such employees shall be given a reasonable opportunity under qualified supervision to learn the job for a period not to exceed sixty (60) working days. If by the end of such period such employees demonstrate an ability to perform the duties of the job, they shall be awarded the job on a permanent basis. If such employees do not demonstrate an ability to perform the duties of the job by the end of the sixty (60) working day period, they shall not be entitled to a second (2nd) trial period in another classification but may exercise their seniority only to obtain a job for which they already have the necessary fitness and ability to perform the work.

- b) An employee who has been laid off or bumped from a job shall have the option to fill any vacancy which the Company wishes to fill if such vacancy occurs within twenty-four (24) months after the employee was laid off or bumped and if the vacancy is in the same classification, hours of work, work week and at the same reporting location to which the employee was assigned at the time they were bumped or laid off.
- c) An employee who has been laid off or bumped from a job will automatically be transferred to fill any temporary vacancy that the Company has decided to fill if the vacancy occurs in the classification they held and if at the time the vacancy is to be filled they are present for work at the reporting location at which the vacancy exists and the vacancy is on the same hours of work and work week to which they were previously assigned. If the vacancy will last for at least one (1) full work week, such employee will be transferred to fill the vacancy whether or not it is on the same hours of work and work week to which he/she is regularly assigned. If two (2) or more employees would be eligible for a transfer under this provision, the transfer shall be offered to them in the order of their seniority, and if none of them desires the transfer the most junior shall be required to accept it.
- d) Preference to laid-off employees. In the event that employees are laid-off in any Division covered by this contract, and it becomes necessary for Management to increase the work force in another Division covered by this Contract, it shall be the policy of the Company to give preference to laid-off employees in hiring people to increase the work force in another Division. Laid-off employees who wish to be transferred to another Division covered by this Agreement shall apply for such a transfer to the Human Resources Department of Missouri Gas Energy. Employees so transferred shall accrue seniority in the new Division from the date of their transfer to such Division for the purpose of job bidding, transfers, and lay-offs. They shall; however, retain their original seniority for the purpose of applying all other provisions of this Contract, and may return to said home Division with full seniority rights in the event that the work force in such Division is increased or vacancies occur for which they may be eligible under the bidding procedure.

Section 6. Understanding Regarding Technological Change.

The Company and the Unions, recognizing the importance of the Company keeping pace with technological changes and of maintaining a stable and secure work force, agree that as new equipment is integrated into the Company's operation, the employees who will be expected to operate such new equipment will be provided adequate training in the operation of such equipment. Those employees who are not able to qualify on such new equipment will be given the opportunity to bid or bump to other positions in accordance with their respective collective bargaining agreements.

Nothing herein shall abrogate any rights of either Company or the Union under the National Labor Relations Act.

Bumping occasioned by technological change, hereunder, shall be subject to management's consideration of the bumping employees' qualifications and ability to perform the duties of such job or the bumping employee being able to acquire such qualifications and ability within fifteen (15) working days.

Section 7. Severance for Technological Changes.

In the event an employee is removed from employment with the Company because of technological change which impacts the nature of such employee's work, the following severance pay plan may be applicable. Such employee may elect, upon being advised they cannot be absorbed into the remainder of the workforce, to receive one (1) week's pay (at the employee's regular straight time base rate) for each full year of service up to a maximum of twenty-six (26) weeks.

Any employee qualifying for severance payments because of their removal from employment with the Company shall have the option of refusing severance pay and maintaining their recall rights. In the event an employee accepts severance payments and abandons their recall rights, such employee shall execute a release and separation agreement running in favor of both the Company and the Union.

Section 8. Probationary Employees.

All new employees of the Company shall be considered probationary employees for a period of ninety (90) working days from date of hire. The probationary period may be extended if requested by the Company and agreed to by the Union. During the probationary or trial period, an employee may be discharged for any just and proper cause without recourse to the grievance procedure. All probationary employees shall be paid in accordance with the provisions of this Contract and Appendix A. Probationary employees will not be upgraded and will not be worked in any other classification without the Company's consent, and will not be allowed to bid for a period of ninety (90) working days.

Probationary employees shall acquire no seniority during the probationary period. At the termination of the probationary period the seniority of employees retained shall date from the date of original employment.

Section 9. Demotion or Transfer to Bargaining Unit.

Any employee who is or was promoted or transferred to a position which requires or required their withdrawal from the Bargaining Unit shall be allowed to return to their former position with the same benefits they would

have accrued had they not been promoted or transferred during a ninety (90) working day period immediately following the employee's promotion.

Section 10. Posting of Seniority Lists.

Revised seniority lists shall be posted semi-annually on the bulletin boards provided for in Article II, Section 8. A copy of such list shall be sent to the Sub-District Office, 3675 South Noland Road, Suite 310, Independence, MO 64055.

ARTICLE V

Work Schedules – Overtime - Shift Differential - Special Allowances

Section 1. Work Schedules - Working Hours.

a) Work Week - Posting of Schedules. For all classes of employees, except as otherwise provided, five (5) consecutive days or nights of eight (8) consecutive hours except for lunch period, shall constitute a minimum week's work. Notice of not less than twelve (12) hours shall be given by the Management of any change in starting hours, except as otherwise provided in this Agreement. If an employee receives twelve (12) hours' notice of a change in their starting time the employee shall be paid at the overtime rate for all hours worked between their starting time as changed and their regular starting time, which hours shall be considered as having been worked on the preceding day, and shall then be allowed to work until their normal quitting time at straight time rate of pay.

For training purposes only, employees receiving a twelve (12) hour notice of a change in their normal starting time shall report at the designated starting time and remain on Company time for eight (8) hours at their straight time rate of pay. This would only apply when training is done during the first (1st) shift. This paragraph would apply only to the employees receiving the training.

Upon consent from the Company, and the Local Union President and the majority of the affected employees in a given department at a specific location, temporary work hours and work weeks may be established.

b) Standby. Employees who are requested to standby for emergency call-out work for defined periods, shall receive one fourth ($\frac{1}{4}$) of their regular respective rate of pay for each hour during the first six (6) days of their regular work week and one half ($\frac{1}{2}$) of their regular respective rate of pay for each hour during their seventh (7th) day and holidays or days celebrated for holidays, provided a standby assignment period shall be for eight (8) hours or more, and provided that standby pay will not be paid for the same hours for which overtime is paid in any standby assignment.

- Employees on standby will be allowed to take a Company vehicle home, if available, to improve response time.
- Selection of method to schedule employees for standby will be worked out on a division-to-division basis.

c) Continuous Hours -Lunch Periods. The hours of work in a particular work day shall be continuous except that employees shall be allowed a lunch period of not less than thirty (30) minutes or more than one (1) hour. The time for taking lunch shall be arranged between the foreman and the employees working under their direction.

If an employee is asked to work continuously without a lunch period, or if after commencing their lunch period they are recalled to work during their lunch period, the employee shall be permitted to work to their normal quitting time that day and shall receive pay for thirty (30) minutes at the overtime rate for the lunch period, or portion thereof, which they did not receive. If so paid, the employee may eat on the job as the progress of their work permits, but shall not take a regular lunch period. If an employee works during any part of their normal lunch period, and then takes their lunch period, the employee shall not receive any extra pay.

Section 2. Overtime.

Time allowed for sick leave shall not be construed as time worked in figuring overtime. This shall not apply to call-out overtime or overtime associated with working over eight (8) hours on a regular day.

- a) All overtime work shall be paid for as follows: All work performed in excess of eight (8) hours in any work day shall be paid for at the rate of one and one half (1½) of the employee's regular rate of pay.
- b) All work performed on the sixth (6th) consecutive day of the employee's regularly scheduled work week shall be paid for at the rate of one and one half (1½) of the employee's regular rate of pay.
- c) All work performed on the seventh (7th) consecutive day of the employee's regularly scheduled work week shall be paid for at the rate of two (2) times the employee's regular rate of pay except as provided in Article VI, Section I, which provision shall take precedence over this provision. Time allowed for sick leave shall not be construed as time worked in figuring overtime.
- d) When an employee is required to work sixteen (16) continuous hours and such employee continues working, they will be paid double time until they are relieved eight (8) consecutive hours. If any part of these eight (8) consecutive hours of relief is during their regular scheduled hours, they shall receive straight time for such hours.
- e) Employees who are recalled to work or asked to standby before having left the Company's premises or are recalled to work while on premise prior to the start of their shift shall receive a minimum of one (1) hour of pay at one and one half (1½) their regular rate unless such event occurs on the seventh (7th) consecutive day of their work week, in which case they shall receive a minimum of one (1) hour's pay at two (2) times their regular rate.
- f) It is agreed that all overtime work shall be paid for in full and employees covered by this Agreement shall not be compelled to take time off accumulated in overtime.
- g) For the purpose of computing overtime or premium pay, the day shall begin with the beginning of an employee's shift. Overtime worked other than as provided in Section 2(e) above, shall be paid as follows:
 - All overtime worked shall be paid in actual minutes worked.
 - One and one half (1½) regular rate of pay shall be paid for all Sunday work except as herein noted, an employee who has worked eight (8) hours on Sunday shall be paid at the rate of double time for any additional hours worked on that Sunday.

h) When an employee is transferred temporarily to a job on a different shift than the shift they regularly work, and the transition to such different shift requires that they work two (2) shifts within a twenty four (24) hour period, they shall be paid premium pay for all hours worked on the second (2nd) of such shifts, but thereafter shall assume the shift to which they are transferred and shall work such shift at their straight time rate of pay except for premium pay on their sixth (6th) and seventh (7th) day as provided by the next paragraph for so long as the transfer remains in effect. If the transition back to their regular shift should require that they work two (2) shifts within a twenty-four (24) hour period, the provisions of Article V, Section 2(a), shall not apply, and the employee shall not receive premium pay for either of such shifts.

If an employee is transferred temporarily or bumps to a job on a different work week than the week they regularly work, and if the transition to the temporary job or bumped jobs results in their working on the sixth (6th) or seventh (7th) day of their regular work week, the employee shall receive premium pay for all work performed on either of those two (2) days plus one and one half (1½) for the second (2nd) shift within the first (1st) twenty four (24) hour period as provided by the previous paragraph. Thereafter, the employee shall assume the work week to which they transferred for so long as the transfer or bump remains in effect. If the transition back to their regular job or former job and week should require that they work on the sixth (6th) or seventh (7th) day of the work week to which they were transferred, the provisions of Article V, Section 2(b) and (c), shall not apply, and the employee shall not receive premium pay for either of such days.

If an employee successfully bids for a job on a different shift than the job they hold, or on a different work week than the job they hold, the employee shall not receive premium pay during the transition to the job for which they successfully bid even though the transition should result in the employee working two (2) shifts within a twenty-four (24) hour period or them working six (6) or more consecutive days.

Examples of how 6th and 7th Day overtime wage rates would be paid:

Monday through Friday Work Schedule						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	1	1	1	1	1.5	2
1	1	1	1	1	1.5	
1	1	1	1	1		1.5
Tuesday through Saturday Work Schedule						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1.5	1	1	1	1	1	2
1.5	1	1	1	1	1	
	1	1	1	1	1	1.5
Monday through Thursday & Sunday Work Schedule						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	1	1	1			1.5
1	1	1	1		1.5	1.5
1	1	1	1	1.5		1.5

1	1	1	1	1.5	1.5	2
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Section 3. Distribution of Emergency and Overtime Work.

- a) For the purpose of distributing emergency and scheduled overtime work, employees at each location will be put on an overtime distribution list according to their department and classification. This list will be comprised by seniority with the most senior employee being placed at the top of the list and the most junior being placed at the bottom.
- b) The Union agrees to educate its members on the importance of responding to emergency callouts. If at any time during the length of this Agreement the Company has trouble with a classification responding to emergency callouts at a given reporting location, the employees in that classification will be required to accept twenty (20%) percent of all callouts over the next four (4) month period. This requirement will be removed if the problem is corrected at the conclusion of the four (4) month period.

Each overtime distribution list will be by the rolling method and employees will be selected or called in order according to their placement on the list.

Employees changing to a new classification will be added to the overtime distribution list for that classification upon completion of the break-in period and qualification in the new classification. They will be placed on the classification overtime/call-out list based on their seniority.

The overtime distribution lists will be posted on the bulletin board at each location daily, Monday-Friday except holidays, so that employees can track the overtime being worked in their respective classification.

The eligibility or ineligibility for working overtime, such as an employee being on vacation, sick, etc., will be left up to the procedures that are currently in place at each respective location.

Each location will designate an employee to be responsible for maintaining and keeping the lists current. It will also be the responsibility of that employee to each day mark the list of the employees that are on vacation, sick, etc.

A vacation shall be deemed to have commenced at the end of the last regularly scheduled day of an employee who is starting their vacation, and shall be deemed to continue until the beginning of the first (1st) day on which the employee is regularly scheduled to return to work.

- c) It is agreed that in the event it is required to work overtime on a particular job being performed during the working day, the required number of employees to finish the job will be selected from the crew then working on that job. Employees who are willing to work overtime will not lose overtime or be replaced because of others refusing overtime.
- d) When it is required to call people for overtime work, the Dispatcher on duty may be given responsibility for calling the number of people in each classification which Management decides are required and needed to handle the overtime situation. However, supervisory personnel may elect to make these overtime calls.

If a classification cannot be filled in either the Construction & Maintenance Department or Installation & Service Department utilizing the current existing list for that department, a separate volunteer list of

qualified employees shall be used to fill the vacancy. This list will not be used to force an employee to work if the employee answers and refuses.

In any event, the person making the overtime calls shall call the people entitled to the overtime based on the current overtime list without consideration as to whether or not it is the individual employee's sixth (6th) or seventh (7th) day of work. The person making the overtime calls shall have the responsibility of charging employees who refuse to accept such overtime when such calls are made.

Section 4. Work Shifts - Shift Differential.

For purposes of this provision, a shift is defined as follows based on the latest starting time in an employee's regular workweek:

<u>Starting Time</u>	<u>Shift</u>
6:00 a.m. - 8:59 a.m.	First (1 st)
9:00 a.m. - 4:59 p.m.	Second (2 nd)
5:00 p.m. - 5:59 a.m.	Third (3 rd)

First (1st) shift employees will also receive the applicable shift differential when filling a second (2nd) or third (3rd) shift position while receiving the straight time rate of pay. First (1st) shift employees will not receive shift differential on overtime.

Employees who regularly work second (2nd) shift whose start time is 12:00 p.m. or later shall receive six percent (6%) of their hourly rate of pay for all regularly scheduled hours worked.

Employees who regularly work third (3rd) shift shall receive six and one half percent (6 ½%) of their hourly rate of pay for all regularly scheduled hours worked

Shift differential will be paid to an employee if at least one (1) of those shifts within the work week is second (2nd) or third (3rd) shift for all regularly scheduled hours worked.

Employees who currently work second (2nd) shift between 9:00 a.m. and 11:59 a.m. will be "grandfathered" in at their current shift differential rate of pay until they move to a different position.

Shift differential shall not apply when employees are on sick leave.

Section 5. Special Allowances.

- a) Employees required to report at regular starting time and place for a day's work when weather or other conditions prevent customary work being performed, are to be allowed a minimum of four (4) hours other work with pay. Should weather or other conditions permit normal operations within that time, such employees shall be paid for eight (8) hours if they work until their regular quitting time.
- b) Employees who are scheduled to work on their sixth (6th) or seventh (7th) day shall be required to call in by telephone to the location at which they were scheduled to report not less than thirty-five (35) or more than ninety (90) minutes before their scheduled starting time to learn whether or not they should report for work as scheduled. If they are advised not to report for work because of bad weather or other conditions that

would prevent the work that was scheduled from being performed, they shall not report for work and shall not be paid for that day. If they are instructed to report for work as scheduled and do so, and during the first four (4) hours the weather or other conditions prohibit the continuance of the work that was scheduled, the Company may schedule other work to complete the first four (4) hour period and the employees will be paid for a minimum of four (4) hours at their premium rate of pay.

At the end of the first four (4) hour period the Company shall determine whether or not the weather and other conditions permit performance of the work that was originally scheduled, and if it determines that such work should not continue the employees may be sent home and shall receive no further pay. If the Company determines that work should continue, and such work is started, the employees will be given an opportunity to work four (4) more hours at their premium rate of pay.

- c) Any employee employed in any Division who is called from their home after completing a day's or night's shift of work shall receive four (4) hours pay at the overtime rate, regardless of whether the job requires four (4) hours or not, and even though they are called less than four (4) hours before their normal starting time. Provided, that call-out time shall start from the time an employee is notified but the call-out time shall include no more than a thirty (30) minute paid allowance of time to report to the job or plant as directed.
- d) In the event it is necessary to change an employee's time slip, the employee affected will be notified of the change, and if the employee desires, the employee may discuss the change with Management and may ask their steward to be present during this discussion period.

ARTICLE VI Paid Absences

Section 1. Holidays.

- a) Ordinarily, employees will not be required to work on any of the following named holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, plus three (3) floating holidays.
 - Floating holidays taken on a Sunday will be paid at the employee's straight time rate of pay.
 - Floating holidays will be taken with supervisor approval.
 - Should a holiday occur within an employee's vacation, the employee is to be allowed an additional day of vacation.
 - Employees scheduled to work on a holiday will be given an opportunity to work eight (8) hours that day.
 - Floating holidays shall be paid in full day increments.

Employees who work on Monday through Friday shall observe all of the above holidays which fall on Saturday on the preceding Friday, and shall receive holiday pay for that Friday, plus straight time pay for any work performed on Friday. Such employees shall observe all of the above holidays which fall on Sunday on the following Monday, and shall be paid holiday pay for Monday, plus straight time pay for any work performed on Monday. Employees shall observe all other holidays on the day of the week on which they fall and shall receive holiday pay for such day, plus premium pay for any work performed on such day.

Employees who work other than Monday through Friday shall observe all holidays on the day on which they fall. Such employees will receive an allowance of eight (8) hours pay at their classified rate in lieu of holiday pay when a holiday falls on their scheduled day off. This allowance will not be regarded as pay for time worked in figuring overtime.

For the purpose of computing holiday pay and premium pay, a holiday shall be considered as beginning at 6:00 a.m. on the day it is observed and continuing until 6:00 a.m. the following day, and the holiday shall be observed on all shifts which begin during such period. For those employees who regularly work a swing shift on which two (2) shifts are worked within a twenty-four (24) hour period, the first of the two (2) shifts which starts after 6:00 a.m. on the day the holiday is observed shall be considered as a holiday.

In order to be eligible for a paid holiday, the employee must report for work the last normally scheduled work day preceding and the first normally scheduled work day after such holiday. Absence under this clause may only be excused for the following: death in the family (as per Article VI, Section 3); sickness or injury; jury service; attending court as a witness under subpoena; attending Union business relating solely to this Agreement; responding to a summons from Selective Service; pre-arranged absence with permission from Management or reasonable excuse.

- b) Anyone hired after the first of the year who meets the eligibility requirements for holidays during the same calendar year shall be eligible to take their floating holidays during the current calendar year.
- c) Floating holidays not used prior to termination of employment will not be paid upon termination.
- d) Seven (7) days before each holiday the Company will determine the number of employees that will be required to work in each classification on each shift of the holiday and will offer the opportunity to work in each classification needed on the first (1st) shift to the employees in their order on the overtime list for that classification. When the number of employees needed in each classification on the first (1st) shift has been obtained from among employees who accept the offer made to them, the Company will then first offer the opportunity to work in each classification needed on the second (2nd) shift to the employees remaining on the list, in their order, until the number needed on the second (2nd) shift is obtained. The Company will then offer the opportunity to work in each classification needed on the third (3rd) shift to the employees remaining on each list until the number needed in each classification has been obtained. If the number of employees needed in a particular classification has not been obtained, the Company shall obtain the number still needed by requiring employees who hold that classification, in the inverse order of their seniority, to work. No person will be allowed to work more than two (2) shifts in any twenty-four (24) hour period.
- e) If employees are required or agree to work on any of the above holidays (excluding floating holidays), they shall be paid at the rate of one and one half (1½) times for the first eight (8) hours worked and two and one half (2½) times for all work in excess of eight (8) hours on that day.

If employees are required or agree to work on an observed holiday, they shall receive their regular rate of pay for all hours of work performed during their normal work hours plus holiday allowance. All work performed outside of their normal work hours shall be paid at one and one half (1½) times their regular rate of pay.

- f) On and after January 1, 1971, such of the holidays mentioned above are as included within the provisions of Public Law 90-363 enacted by Congress on June 28, 1968, shall be considered as falling on the days specified

in that Act instead of on the days on which they have heretofore fallen, and shall be observed by employees who work other than Monday through Friday on the day on which they are considered as falling, and by all other employees on such day unless that day is a Saturday or Sunday, in which event they shall be observed on the preceding Friday or the following Monday, as provided in sub-paragraph (a) above. Such holidays as are not mentioned in Public Law 90-363 shall continue to fall and be observed as they have heretofore, according to the provisions of subparagraph (a).

Section 2. Vacation with Pay.

a) First (1st) year vacation allotment to be determined by starting month as detailed below:

Date of Hire Month	1 st Year Vacation Days
January & February	10
March	9
April	8
May	7
June	6
July	5
August	4
September	3
October	2
November	1
December	0

All employees shall be given vacation with pay based on seniority as of December 31 each year as follows:

- Two (2) weeks at one (1) year of service
- Three (3) weeks at five (5) years of service
- Four (4) weeks at ten (10) years of service
- Five (5) weeks at twenty (20) years of service

Vacations shall be granted at the time preferred by the employees, provided this arrangement does not interfere with the Company’s operations. If any question arises between the employees as to vacation dates, seniority shall govern. Any employee who is eligible for one (1) week or more vacation may split the vacation into as many periods of full weeks for which the employee is eligible. Such employees may also split one (1) weeks’ vacation into a full day or days provided it does not interfere with the Company’s operations. The time of taking the vacation is to be agreed upon between the employee and his/her supervisor. Any employee who is eligible to split their vacation and desires to do so must wait until all the other eligible employees have had an opportunity to choose their vacation period before he/she can select the other parts of vacation. (As allowed by local policy, employees may be able to utilize vacation benefits in less than eight (8) hour increments.)

Any employee who has vacation scheduled in December and is off for contractual bereavement leave or who is ill and off work and under a doctor’s care at the time of such vacation was scheduled may take their vacation by March 31st of the next calendar year, if there is not sufficient time to schedule the remaining vacation during the current calendar year.

- b) The rate of pay during vacation shall be the employee's straight time rate for forty (40) hours per week except that all employees will receive their regularly scheduled shift rate of pay when on vacation. Shift differential shall be paid on holiday pay and jury duty.

Employees will not be permitted to take pay in lieu of vacation except as may be permitted by the Division Grievance Committee and the Company.

- c) Employees who are hospitalized due to unforeseen illness or accident during their regular vacation period may, upon submission of satisfactory proof of such hospitalization to the Company, consider such hospitalization time as sick leave. It is understood that this paragraph covers only actual hospitalized time in a hospital and does not extend vacation time. Any later vacation period must be agreed upon mutually by Management and the employee.
- d) Employees may postpone the taking of their scheduled vacation in case of illness or accidental injury that occurs prior to the beginning of the scheduled vacation and extends into the vacation period provided the employee notifies the Company prior to the beginning of the vacation period and that the illness or injury extends into the vacation period. The vacation period begins at the end of the last regularly scheduled work day immediately prior to the vacation.
- e) In the event an employee is called for jury duty during part or all of their vacation time, the employee shall receive extra vacation day's equivalent to the number of days during their vacation for which they qualified for jury duty pay.
- f) Vacation days taken on a Sunday will be paid at one and one half (1½) their regular rate of pay. Vacation days will be taken with supervisor approval.

Section 3. Death in Family.

In case of the death of a member of the immediate family of a regular employee covered by this Agreement, said employee shall be allowed up to four (4) work days off with regular pay to attend to bereavement matters and to attend the funeral. Such period shall not extend beyond one (1) work day after the funeral, except that an additional day with pay for eight (8) hours shall be granted if required to travel two hundred (200) miles or more one-way to return from funerals at distant locations; however, extenuating circumstances will be considered for travel time regarding the decision to grant a day off for travel. Under this provision a member of the immediate family shall be defined to include only the father, mother, husband, wife, sister, brother, children, mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law, step-parents, step-children, and grandchildren.

In case of the death of a step-grandparent, great-grandparent, spouse's grandparent, brother-in-law, and sister-in-law of a regular employee covered by this Agreement, said employee shall be allowed one (1) work day off with regular pay for same. No pay will be allowed for travel time.

It is further provided that if a death occurs in the employee's immediate family while the employee is on vacation, such employee shall receive the additional time off as vacation.

Section 4. Pallbearers.

When employees are requested by the family to serve as pallbearers for a deceased employee or for a deceased retiree or the spouse of an employee or retiree, they shall be permitted to be absent from work without loss of pay not to exceed one (1) day.

Section 5. Voting.

Employees who are eligible to vote in national, state or municipal elections shall be given time off to vote in such elections in accordance with applicable state laws.

Section 6. Jury Duty.

When employees covered by this Agreement are called for jury service or are subpoenaed on Company's business they shall advise their Supervisor upon receipt of such call and if taken from their work for jury service shall receive compensation from the Company at their vacation rate of pay.

First (1st) shift (starting times from 6:00 a.m. to 8:59 a.m.) - An employee will not be required to work any time between the start of their shift and the start of jury duty; however, this time period is not to exceed four (4) hours. If an employee is released from jury service with three (3) or more hours remaining on their shift, they must contact their Supervisor. They may be required to come back and finish their shift.

Second (2nd) shift (starting times from 9:00 a.m. to 4:59 a.m.) - An employee will be required to work their normal shift up to within eight (8) hours of the time jury duty starts. When an employee is required to attend jury duty for five (5) hours or more, the employee will not be required to work their normal shift that day.

Third (3rd) shift (starting times from 5:00 p.m. to 5:59 a.m.) - An employee will be required to work their normal shift up to within eight (8) hours of the time jury duty starts.

An employee who is chosen for jury duty is required to notify their Supervisor as soon as possible each day until they are released from jury duty and they will be required to work in accordance with the guidelines listed above.

An employee who is not chosen for jury duty must notify their Supervisor as soon as possible, and will be expected to work in accordance with the guidelines listed above.

**ARTICLE VII
Uniforms - Special Equipment**

Section 1. Uniforms.

The Company recognizes the importance of maintaining a professional and safe working environment that instills pride and mutual respect. For employees required to wear uniforms, the Company will supply uniforms for employees to maintain and care. These readily recognizable uniforms are to be worn only by employees to whom they are issued and only during the performance of their duties. Certain work areas will have additional safety protection items. After the first issue, uniform items will be replaced as needed. Uniforms will be available through an online apparel store but will remain Company property and should be returned at the end of employment.

The Company will reimburse an employee in the amount of one hundred percent (100%) for the purchase of safety boots that meet the ANSI safety standard (up to a maximum of one hundred-fifty dollars (\$150) per purchase) twice (2) per contract year. Employees shall provide a receipt verifying the purchase. The reimbursement amount for safety boots will be subject to applicable withholdings based on local, state, and federal requirements.

Section 2. Special Equipment.

- a) Safety Equipment. Employees will be furnished personal protection equipment (PPE) such as goggles, gloves, ear plugs, hard hats, inhalation protection equipment, etc., as required to safely perform their duties.
- b) Protective Clothing. The Company agrees to furnish protective clothing such as rain hats, rain suits, boots, fire suits, hazardous material suits, and any clothing necessary to protect its employees from hazardous conditions.
- c) Other Equipment. The Company agrees to provide heating equipment, facilities for cleaning hands, and closed heated cover for eating and transporting to all its employees. The Company also agrees to furnish large umbrellas to welders and Construction & Maintenance employees when necessary to protect them from the sun and inclement weather.
- d) Tools. The Company will provide all tools and equipment necessary to perform Company work. Such tools and equipment shall not be used for personal or other purposes without the written approval by the employee's immediate supervisor or by management.
- e) The Company will reimburse an employee up to a maximum of one-hundred dollars (\$100) each contract year to apply toward the purchase of ANSI certified prescription safety glasses or a total of \$300 for the term of the contract. Employees shall provide a receipt verifying the purchase. The reimbursement amount for safety glasses will be subject to applicable withholdings based on local, state, and federal requirements. Employees in Construction & Maintenance, Installation & Service, Pressure & Measurement, and Storeroom Departments are eligible for the safety glasses reimbursement.

ARTICLE VIII Sick Leave Benefits

Section 1. Sick Leave.

Employees will receive an annual sick leave allowance of ten (10) days after one (1) year of service with no accrual of any unused sick leave.

Sick leave is intended to cover only legitimate illness or injury. No sick leave benefits shall be available for alcohol or drug abuse unless the absence is for voluntary treatment of such condition(s). No sick leave benefits shall be available for any injury or illness incurred in the course of other outside employment.

Sick leave shall be compensated on a first (1st) day basis for the first (1st) three (3) absences per contract year. An employee's fourth (4th) and any subsequent absences will be compensated beginning on the second (2nd) day of each absence, except that the following absences shall be compensated beginning on the first (1st) day of absence:

- Absences occasioned by inpatient hospitalization, and
- Absences documented by a physician's certificate meeting the following standards:
 - 1) A new certificate is required for each absence.
 - 2) Certificate must state that the absence is due to "illness" or "injury" and the nature thereof.
 - 3) The certificate must state the employee is unable to work and specify the period of time the employee is expected to be absent.
 - 4) The certificate must set forth any additional follow-up care and the dates of such care.

Effective May 28, 2014, the accumulated sick leave balances for all employees will be frozen. For all current employees hired prior to May 1, 2009, 60% (sixty percent) of such accumulated balances shall remain to be utilized for pension calculation purposes. The remaining 40% (forty percent) of accumulated sick leave hours shall be converted to dollars based on the May 27, 2014, classified wage rate. The dollars can be used for long-term disability gap coverage to allow employees to receive up to 100% (one hundred percent) of pay. For all current employees hired post-May 1, 2009, 50% (fifty percent) of such accumulated sick leave hours shall be converted to dollars based on the May 27, 2014, classified wage rate to be used for long-term disability gap coverage to allow employees to receive up to 100% (one hundred percent) pay.

Section 2. Short-Term Disability (STD).

Cost/Premium	The Company pays the full cost of this plan
Eligibility	Full-time, active employees
Waiting Period	The first (1 st) day after completion of ninety (90) days of employment.
Benefits Begin	The benefits begin after the five (5) day elimination period for all occurrences, if approved by Prudential.
Benefit Amount	70% (seventy percent) of base earnings
Maximum Benefit Period	The period for which a benefit is payable will end on the earliest of: <ul style="list-style-type: none">• The end of the employee's disability• The end of the 26th (twenty sixth) week of disability for which the short-term benefit is payable• The date the employee or physician fails to provide proof of disability

Section 3. Long-Term Disability (LTD).

Cost/Premium	The Company pays the full cost of this plan																				
Eligibility	Full-time, active employees																				
Waiting Period	180 (one hundred eighty) days of continuous active employment																				
Benefits Begin	Benefits begin 180 (one hundred eighty) days after the first (1 st) day of a continuous absence from work because of an approved disability																				
Benefit Amount	70% (seventy percent) of earnings, maximum of \$10,000 per month																				
Maximum Benefit Period	<p>The maximum period of payment for Long Term Disability Plan benefits is based on an employee's age at disability as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Age at Disability</u></th> <th style="text-align: left;"><u>Maximum Period of Payment</u></th> </tr> </thead> <tbody> <tr> <td>Less than Age 62</td> <td>To Social Security Normal Retirement Age</td> </tr> <tr> <td>Age 62</td> <td>60 months</td> </tr> <tr> <td>Age 63</td> <td>48 months</td> </tr> <tr> <td>Age 64</td> <td>42 months</td> </tr> <tr> <td>Age 65</td> <td>36 months</td> </tr> <tr> <td>Age 66</td> <td>30 months</td> </tr> <tr> <td>Age 67</td> <td>24 months</td> </tr> <tr> <td>Age 68</td> <td>18 months</td> </tr> <tr> <td>Age 69 or older</td> <td>12 months</td> </tr> </tbody> </table> <p>Or your Social Security normal retirement age</p>	<u>Age at Disability</u>	<u>Maximum Period of Payment</u>	Less than Age 62	To Social Security Normal Retirement Age	Age 62	60 months	Age 63	48 months	Age 64	42 months	Age 65	36 months	Age 66	30 months	Age 67	24 months	Age 68	18 months	Age 69 or older	12 months
<u>Age at Disability</u>	<u>Maximum Period of Payment</u>																				
Less than Age 62	To Social Security Normal Retirement Age																				
Age 62	60 months																				
Age 63	48 months																				
Age 64	42 months																				
Age 65	36 months																				
Age 66	30 months																				
Age 67	24 months																				
Age 68	18 months																				
Age 69 or older	12 months																				
LTD Offsets	<ul style="list-style-type: none"> Employee are required to apply for social security disability and if approved it will offset their LTD benefit If an employee elects to retire while on LTD then their pension will also be an offset to their LTD benefit 																				
Employment Status	After the employee receives disability benefits (short term and long term) for 18 months, the individual case will be reviewed. If there is no return-to-work prognosis, employment ends. Employees will be eligible for a COBRA rate equivalent to an active employee's contribution under the medical plan for an additional 18 months after employment ends.																				

This summary is for illustrative purposes only. In the event of any difference between this summary and the Plan Document, the Plan Document will prevail.

LTD Benefits Coordination:

- **LTD Payment:** Upon approval of LTD an individual will receive 70% (seventy percent) of their monthly pre-disability earnings starting at time of Total Disability, defined as the first (1st) day that the employee is unable to perform their duties due to the disability, payable for as long as they are disabled or normal retirement date, whichever occurs first.
- **Medical/Dental/Vision Coverage:** Medical, dental and vision coverage continues at the same coverage level and cost as is in effect for active employees. If coverage level or cost should change at any time for active employees, such change will also take effect for those covered as LTD participants.
- **Life Insurance:** The level of life insurance an individual has as an active employee will carry forward into LTD at no cost to the individual.
- **Vacation:** Any earned and unused vacation at time of LTD approval will be paid to the individual in a lump sum at that time. No additional vacation will accrue during the time the employee is on LTD.

- Accumulated Sick Leave: Employees on LTD may use the dollars associated with the April 30, 2014, value of 40% (forty percent); 50% (fifty percent) for employees hired post-May 1, 2009 of the accumulated sick leave balance accrued as of April 30, 2014, for LTD disability gap coverage between 70% (seventy percent) and 100% (one hundred percent) of pay.
- LTD and Retirement: An individual who is at least 55 (fifty-five) years of age and otherwise eligible to retire may elect to receive retirement benefits as well as LTD benefits, if determined eligible.
- Pension: Once an individual is approved for LTD, the time spent on LTD is not credited toward pension service. However, if an individual returns to work at MGE from LTD they will begin to accrue service time again toward their retirement as of the date they return to work.
- Holiday: An employee on LTD is not eligible to receive holiday pay during the period of their disability.

Section 4. Claim of Benefits.

Any employee claiming benefits as provided in this Article must notify the person designated by the Company at least thirty (30) minutes prior to their starting time unless unavoidable and at the proper time present evidence of sickness satisfactory to the Company in order to receive benefits hereby provided, including a doctor's certificate if requested by the Company. The Company may have an examination made by a doctor of its own choosing if so desired, at Company expense.

**ARTICLE IX
Safety Committee - Workers' Compensation Cases**

Section 1. Safety Committee.

The Company agrees to establish a Safety Committee in each of the Divisions covered by this Agreement, composed of an adequate number of members of the Union and an adequate number of representatives of the Company who shall make regular inspection of conditions, and make report and recommendations to Management for the health and safety of employees.

Section 2. Workers' Compensation Cases.

a) General

1. The Company shall provide employees medical attention for workers' compensation illness/injury in accordance with the State Workers' Compensation Act.
2. Any employee suffering a workers' compensation injury or illness shall use their best efforts to schedule follow-up treatments/visits at non-work times. If such is not possible, the involved employee shall schedule such follow-up treatments/visits with health care providers during the start or end of their regular work shifts. The employee shall be paid at their regular straight time hourly rate for all regularly scheduled work time missed because of such treatment/visits.

b) Lost Time Cases

1. The above paragraphs (a) General (1) and (2) shall apply to lost time cases as is applicable.
2. If any employee suffers a lost time workers' compensation injury/illness on or after the effective date of this agreement, such employee(s) may, at the employee's discretion, use their available but unused sick leave to receive pay at their regular straight time hourly rate for all "lost" but regularly scheduled hours of work during the statutory waiting period (i.e. three (3) unpaid days).
3. No employee shall be entitled to receive more compensation/pay as a result of being away from work than such employee would have received if they had been available for and actually worked their regularly scheduled hours at their regular straight time hourly rate during such "lost" time resulting from the workers' compensation injury/illness.
4. Paragraph (b) Lost Time Cases (3) above notwithstanding, employees suffering such "lost time" may receive both workers' compensation benefits (i.e., per the state statute) and sick leave pay for the three (3) day statutory waiting period.
5. Employees on workers' compensation may apply their sick leave to assure forty (40) hours compensation a week, until August 1, 2017.
6. The Company shall not be obligated to pay or provide any additional supplemental pay to such employee. The Company will continue to offer payroll deductions from workers' compensation payments.

ARTICLE X
Military Service

Section 1. Leave of Absence for Reservists.

- a) Employees eligible for military leave may be granted benefits as herein provided for up to, but not more than, a cumulative five (5) years during the employee's employment with the Company.
- b) The employees must have had at least six (6) months of seniority with the Company just prior to date leave is to become effective to be eligible for leave benefits.
- c) These leaves are only to be granted to employees while engaged under active orders in active full-time training or other full-time assignment as a member of a component of the Armed Forces of the United States.
- d) Leave of absence arrangement should be made with immediate supervisor should receipt of orders permit.
- e) An employee on military leave shall be paid the difference between the employee's military base pay and the base pay the employee would have received from the Company had the employee not been ordered to military duty for a period not to exceed the cumulative limit in Article X, Section 1(a). Military base pay shall mean all money received from the Government as compensation for serving on military duty.

f) An employee to be paid the difference by the Company shall procure a statement signed by an appropriate military officer saying substantially the following:

“In compliance with Special Order No. _____ Paragraph No., _____ dated, _____ (Name of Employee) _____ was on active duty with (Name of Military Organization) _____ serving in the grade or rank of _____, from _____ to _____, inclusive, for which active duty he/she has or will receive \$ _____ pay.

(Name of Military Officer)”

This statement shall be submitted to the Company immediately upon the employee’s reporting to military service and immediately thereafter when military base pay changes until the employee returns to employment with the Company.

Section 2. Rights upon Return from Military Duty.

The Company agrees that any of its employees in the Armed Forces of the United States or any of the employees that may be called in such service, shall be granted and considered as being on leave of absence until such time as such service is terminated and upon termination thereof, or at any time ninety (90) days thereafter, such employee shall be re-employed by the Company at their former status with full seniority, rights and other privileges restored and the time spent in such service shall be considered as accumulated service with the Company and used in determining length of service and seniority. If any employee is disabled while in military service, such employee within a reasonable time after recovery shall be re-employed by the Company at their former status, provided the employee is capable of qualifying therefore, with full seniority rights and other privileges. Any employee returning from the Armed Forces shall receive any advancement or promotion they would have received according to seniority had they not entered the Armed Forces.

Section 3. Continuation of Certain Insurance.

The Company will continue in full force and effect at Company expense, the Company’s portion of the costs for group health care benefits for eligible employees, and shall maintain such benefits for dependents of eligible employees who enter the military service during the period of such eligible employee’s active military service for a period not to exceed the cumulative limit specified in Article X, Section 1(a). Employees on military leave are required to make appropriate contributions for their coverage in effect at the time military service begins. Such employee contributions shall be deducted from the pay employees receive from the Company as provided in Article X, Section 1(e) and such contributions are subject to future increase(s) as applied to other bargaining unit employees. Should employee contributions cease or the employee no longer meets the definition of military service under Uniformed Services Employment and Re-Employment Rights Act (USERRA) the employee will be eligible for COBRA benefits.

Section 4. Compliance with Federal Law.

The Uniformed Services Employment and Re-Employment Rights Act, and any subsequent amendments, (USERRA) is incorporated into this Article and will control if any provision in this Article may be in violation of the Act.

ARTICLE XI

General Provisions

Section 1. Directing the Workforce.

Management of each of the respective Divisions of the Company has the right to direct the working force and to hire and fire for proper cause. The Company agrees that it will not send any employee home unjustly and ask another employee to do their work.

Section 2. Equal Opportunity.

The Company shall extend equal opportunity to all employees in all aspects of their employment, and it is agreed by the parties to this Agreement that neither the Company nor the Union shall discriminate unlawfully against any employee because of such employee's race, color, religion, sex, age, national origin, marital status, handicap, or Vietnam Era/Disabled Veteran status. Unless the context is shown to intend otherwise, whenever any person is described or referred to in this Agreement by words importing the masculine gender, females as well as males are deemed to be included.

Section 3. Continuation of Rights and Privileges.

All rights and privileges previously enjoyed by the employees, over which the Company has any control, and which are not contrary to the terms of this Agreement shall not be abridged because of this Agreement.

Section 4. Work Transfer – Union Boundaries.

Procedures for crossing union boundaries to respond to emergencies as follows:

For purposes of performing emergency work, any union employee at work shall be permitted to cross defined union boundary lines, and perform all necessary work related to the following types of orders:

- No Gas
- Low Pressure
- High Pressure
- Fire
- Gas Odor Inside
- Gas Odor Outside
- Fumes
- CO
- Dig In or 3rd Party Damage
- Car Hit Meter/Regulator
- #1 Classified Leak
- Blowing Gas
- Relief Valve Blowing
- Other Situations requiring Immediate Response

If the associated work required for the specific order will take in excess of one (1) hour to complete after arriving at the job site, then the actual union who has jurisdiction within that area shall be notified to complete the required work.

Section 5. Contracting and Subcontracting.

In the event all employees in the Division are fully supplied with work and provided no employees in that Division are on layoff from employment (excluding disciplinary layoffs), the Company may contract for the performance of work in that Division. No employee in that Division will be laid off for the duration of the contracting. The Company shall not utilize this provision for the purpose of depriving any employee in the Division of work. The Company agrees to accomplish work customarily and regularly performed with its own employees first, unless it is beyond the capacity of the Company's employees and equipment.

The Company will notify the Staff Representative, the President of the Local and the Chief Steward in writing ten (10) days before the contract work is awarded, unless such notice cannot be given due to the circumstances. It shall be the policy of the Company to limit contracted work to construction and to accomplish work where possible with its own employees. However, this provision shall not be construed as limiting the Company's right to contract all types of work.

Section 6. Crews for Emergency Call-Outs.

a) If gas piping above ground is leaking, it shall be repaired by a Serviceperson if he/she is first dispatched to determine the location of such leak, and no crew shall be called. If the Serviceperson who is dispatched believes that it would be unsafe for them to repair the leak by themselves, they may call their supervisor and request that an additional employee be dispatched to assist.

If the leak is below ground a minimum crew, as defined elsewhere in this Agreement, shall be used to excavate, and repair the leak and the Serviceperson who has been called out may be considered as the third (3rd) person for safety purposes only.

b) In all Divisions the conditions of this Section shall apply only when the Company chooses to accomplish the work. In all Divisions the crew will relight the customer's appliances if service has been discontinued unless such work is assigned to a Serviceperson.

Section 7. Creation of New Job Classification.

If during the term of this contract, the Company creates a new job classification it agrees to meet with a committee consisting of a Representative of each Local Union whose members are covered by this Agreement and the Division Grievance Committee for the Division in which such new job classification was created to discuss the wage rate of progression, if any, for such classification. If the Company and the Committee are unable to agree, such matters will be determined by the Company, and the Union may appeal through the grievance and arbitration procedure.

Section 8. Construction & Maintenance Department Crews.

A Field Based Workforce crew will focus on replacement of mains and services, and will not be required to respond to emergency orders. Each crew will consist of approximately five (5) employees (Foreman, Pipefitters,

Gas Workers, and Senior Gas Workers). These crews will report directly to the job site each day and will perform all work associated with this replacement work including tapping/stopping as well as re-establishment of gas service to customers including piping inspections, purging and relighting. These crews will be allowed to cross union boundaries when necessary to complete specific projects. The crews will be utilizing a variety of power operated equipment including smaller sized excavators and boring machines, etc. (85 horsepower or less). If larger equipment is deemed necessary, then the required equipment and labor will be brought in to assist. If during the course of the day, the crew relocates from one job site to another, associated mileage reimbursement will be paid to the employee(s).

A Construction or Bore Rig Crew will focus on installation of new services and short main extensions. These crews will start and end their work day at the reporting location. The crews will consist of Construction Foreman and Pipe Fitter, and operate excavation equipment of 85 horsepower or less.

A Maintenance Crew will focus on maintenance and will be utilized for emergency response. These crews will start and end their work day at the reporting location. A Maintenance Crew will consist of a Maintenance Foreman and a Machine Operator. If a third (3rd) person is added to a crew, they shall be a Maintenance Crew Person or any one of the other classifications in the Construction & Maintenance Department listed in Appendix C.

All existing Pipe Fitters working on Maintenance Crews who don't perform appliance re-lights will be changed to Maintenance Crew Person. Wage rates will not be impacted. The Pipe Fitters who do not perform appliance re-lights will be phased out through attrition.

If any employee assigned to a crew is directed to work separately from the other members of the crew, and not in the same general area, and such employee performs work customarily performed by employees in a higher paid classification than the employee holds, they shall be paid the rate of such higher classification. But when an entire crew is working as a unit in the same general area, each member of the crew will have first (1st) preference to work within their own classification when such work is being performed, but otherwise will perform any type of work to be performed by the crew except as hereafter provided without receiving an upgrade in pay, and shall use all tools and materials provided for use by the crew unless, because of their physical fitness, they are unable to operate air tools which require strenuous effort to operate. However, a Gas Worker shall not be required to operate machines or hydra-lifts, or to perform welding or truck driving duties without an upgrade in pay to the classification in which they are working, when functioning as a part of a crew work unit, nor shall Working Foremen be required to operate such equipment or to weld unless the operator of such equipment or the welder is unable to complete their regular work shift for any reason. However, in the Warrensburg and St. Joseph areas, Working Foreman may be given instructions in welding techniques and may be expected to perform occasional welding duties as Working Foreman.

Section 9. Material Pick-up, Delivery, and Return

Management will determine the best location for contractors to pick-up and return material based on the project jobsite.

Management will determine the MGE personnel who will pick-up, deliver, and return material for the Construction Crews (field based work force) based on qualifications.

Section 10. Large Tapping Machine Operators.

There are two (2) employees in the Joplin Division that maintain and operate the large tapping equipment. These jobs are bid in the classification of Machine Operator Tap & Stop. One (1) is Machine Operator Tap & Stop with primary Tapping Machine duties and the second (2nd) is Machine Operator Tap & Stop with secondary Tapping Machine duties. When the large tapping machine is to be used, the primary Tapping Machine Operator will perform the work required without regard to overtime distribution and if the primary operator is unavailable, the secondary Tapping Machine Operator will perform the work without regard to overtime distribution.

Section 11. Supervisors Working.

The supervisory employees above the rank of Working Foreman shall not do any production work except in case of emergency. Emergency and production work shall be ruled on by the Local Union representative and Management.

Section 12. Welding Duties Pressure & Measurement.

In the Lee's Summit area, a Class A Pressure & Measurement Operator may be given instructions in welding techniques and may be expected to perform occasional welding duties incidental to their job as a Class A Pressure & Measurement Operator. The above mentioned classification requires the successful completion and re-qualification of the Single Qualification Welding Test (B Welder Qualification).

Section 13. Retirement, Group Insurance, and 401(k) Savings Plans.

The existing Retirement Program provided by the Company, Group Insurance Program and Savings Plan provided by both Company and employee contributions, will remain in effect during the term of this Contract and will not be modified, changed, or terminated in any manner adverse to the interest of employees.

a) Pension

1. Employees hired prior to May 1, 2009, will maintain the existing Defined Benefit Plan (pension).
2. Employees hired on or after May 1, 2009, will be eligible for the Cash Balance Plan (pension).
3. Employees are required to provide a minimum of thirty (30) days advance notice prior to retirement with all retirements effective the first (1st) of the month.

b) Retiree Medical

1. Post-65 medical coverage for future retirees will be eliminated effective January 1, 2015.
2. Future retiree's pre-65 will be covered under same plan options as active employees.
3. Pre-age 65 retiree medical coverage available only to future retirees and excludes all other voluntary or involuntary separations from employment.
4. Maximum Company Obligation (MCO) at levels established in 1992 and increased in 2004 for pre-65 retiree medical coverage will continue.

5. For clarification purposes spouses of future retirees shall have the option to continue coverage through age 65 in the event the spouse is younger than the retiree or upon the death of the retiree.
6. Future retirees will be allowed to authorize the Company to reduce the face amount of the \$10,000 supplemental life policy and/or \$20,000 basic life insurance (until such face amount is exhausted) and to reimburse the retiree for: (1) premium contributions due to the Company for retiree healthcare benefits prior to age 65; (2) Medicare B premiums; and (3) premiums for Medicare Supplement Policies approved by the Company for the retiree and the retiree's spouse. Any remaining Life Insurance balance at the time of death will be payable to the designated beneficiary or, if there is no beneficiary designated or surviving, to the estate.

c) Employee Life Insurance

1. Employees will be provided life insurance at two (2) times base wage capped at \$1,500,000 combined basic and supplemental. Any amount above the IRS limit (currently \$50,000) shall be imputed as income and is subject to income tax.
2. The amount of life insurance coverage will be reduced due to age beginning when the employee reaches age 65 as listed below:
 - Age 65 65% of pre-65 amount
 - Age 70 50% of pre-65 amount
 - Age 75 25% of pre-65 amount

d) 401(k) Savings

1. Company will match 100% (one hundred percent) on the first 5% (five percent) deferred
2. New hires will be eligible to participate in the program after 90 (ninety) calendar days
3. New hires will automatically be enrolled at the 5% (five percent) level to get full Company match

Section 14. Proof of Agency.

Should any violation of this Agreement or any article, section, sub-section, clause, phrase or part hereof be alleged in determining whether any person is acting as an agent of a contracting party, so as to make such party responsible for their acts, in order to support such allegations in any arbitration, court action, or other litigation, strict proof shall be required to establish that the specific acts were actually authorized or subsequently ratified by the contracting party (person to persons) to be charged with responsibility therefore.

Section 15. Job Classification and Wage Rates.

Job classification and wage rates shall be in accordance with Appendix "A" of this Agreement.

Section 16. Tuition Reimbursement.

Full-time employees are eligible to receive benefits from the tuition reimbursement plan provided the employee has obtained advance approval. These courses must be conducted by an accredited educational institution (including correspondence and internet classes), and must be relevant to any operation of the Company. The employee may be reimbursed for 100% (one hundred percent) of tuition, books, and student fees up to \$6,000 per year per employee with no lifetime maximum. Employees must earn a grade "C" or better and remain employed for one (1) year following reimbursement.

Section 17. Personal, Parental Leave, Related to Family Problems.

On occasion it may be necessary for an employee to be absent from work for an extended period of time due to personal, parental leave, or related family problems. Leaves of absence without pay for limited periods of time may be permitted depending upon the reasons and circumstances that prompt such a request.

Upon written request of an employee, approved in writing by the head of their department, an employee may be granted up to sixty (60) days of leave of absence provided the employee can be spared from duty. Such leave may be extended to a total of six (6) months upon written approval of a vice president. Seniority, sick leave, or vacation rights shall not be forfeited. Insurance coverage will be retained with a payment of any contributions required by various labor agreements. Employees shall be returned to work only if then physically qualified.

Section 18. Employee Assistance Program.

The Company shall continue to sponsor an Employee Assistance Program (EAP) to provide consultation and referral services to employees and their families, in addition to personal consultation with the EAP consultant. Either in person or by phone, the consultant may conduct up to four (4) presentations per year to groups of employees at work on such topics as:

- Balancing job and family
- Childcare
- Caring for elderly family members
- Drug abuse
- Stress management
- Teenager problems
- Other topics that are suggested to management that may be appropriate

The EAP consultant is available to discuss a variety of concerns with employees relating to personal and family matters, legal or financial problems, medical and health issues, alcohol, and substance abuse, and finding day care and home care providers for children and adults.

The EAP will continue to be promoted by the Company through posters and fliers, safety meetings and supervisor referral.

Section 19. Adoption.

All employees who have completed at least one (1) year of continuous service in a full-time regular position at the time of application will be eligible to receive up to \$5000 of qualified adoption expenses for each adoption of an eligible child (includes special needs children) or each attempted adoption. Employees will receive up two (2) weeks of paid time off throughout the timeframe of the adoption process. Qualified adoption expenses reimbursed under this policy must be consistent with Section 137 of the Code. Some examples of eligible expenses include: agency and placement fees (including home study fees); medical expenses of the adoptive child prior to placement for adoption; temporary foster care costs; immigration, immunization, and translation fees. Reimbursed amounts will be reported as taxable income and subject to the applicable taxes.

Section 20. Gym Membership Reimbursement.

The Company will reimburse eligible employees the enrollment (if applicable) and monthly or annual fees for an individual or family membership at a fitness center or facility not to exceed two-hundred dollars (\$200) annually. The annual reimbursement period runs concurrent with the benefits plan year, October 1 through September 30. Certain exclusions will not qualify for reimbursement; for example, fitness classes, exercise equipment, home-based fitness facilities, recreational activities, weight loss programs, smoking cessation programs, and other similar programs do not qualify for reimbursement. Reimbursed amounts will be reported as taxable income and subject to the applicable taxes.

ARTICLE XII
Substance Abuse

The Company and the Union are committed to maintaining a drug and alcohol free workplace. The actual or the attempted use, possession, distribution, or purchase of illegal drugs or alcohol by an employee, or an employee testing positive for the presence of illegal drugs or alcohol, during working hours, while on the Company's premises, while on Company business, or while operating or riding in the Company's vehicles or equipment are strictly prohibited. The Company and the Union have agreed upon a Controlled Substance Testing Policy, Alcohol Testing Policy, and Doctor Treated Testing Policy all of which were amended effective June 1, 2014, and as thereafter amended upon mutual agreement, and all of which are incorporated by reference into this Agreement. An employee violating this Article and/or these Policies shall be subject to disciplinary action up to and including termination of employment.

ARTICLE XIII
Incentive Compensation Plan

An annual Incentive Compensation Plan applicable to all employees covered by this Agreement shall be established effective May 28, 2014, based on Fiscal Year performance with potential payouts at threshold, target, and high performance levels. The annual performance period will be based on the fiscal year period, October 1st through September 30th.

- An individual employee's target opportunity will be based on total wages earned during the performance period. Individual target opportunities will be 4% (four percent) at target performance; 2% (two percent) at threshold performance and 6% (six percent) at high performance.
- Any incentive payouts earned will be paid to employees within 75 (seventy-five) days after the end of the performance period.
- The Corporate performance metric must be reached at the threshold level or above in order for any potential incentive payments to be made.

ARTICLE XIV
Termination of Agreement

This Agreement shall be effective August 16, 2016, and shall continue in full force and effect for a period of three (3) years until 11:59 p.m., July 31, 2019. It shall continue in full force and effect from year to year thereafter

unless written notice is given by either party hereto to the other on or before sixty (60) days prior to the expiration date, requesting that the Agreement be amended or terminated.

The Company will send a printed copy of this Agreement to every person presently employed in the bargaining unit covered hereby, with the cost of such printing to be borne equally by the Company and the Union.

APPENDIX A
Wage Rate Schedule

Employees successfully awarded a bid in a new job classification shall receive the following wage rate, not including those bidding to the Gas Worker classifications

- a. When an employee begins working in the new classification, such employee shall receive their current rate of pay or the entry rate to the new classification whichever is higher. After such employee is qualified in the new classification (up to sixty (60) working days in training), the employee shall advance to the Top Rate of pay; shift differential and premium pay will only apply when the employee works a qualifying shift.
- b. If the employee's current rate of pay is higher than the Top Rate of the classification being bid, the employee will enter the new job classification at the Top Rate of pay for the classification. The new job rate will become effective when such employee begins performing the duties of the new job classification; shift differential and premium pay will only apply when the employee works a qualifying shift.

Appendix A Footnotes:

- 1) Employees must have one (1) year of experience in a Welder B classification before moving into a Welder A classification.
- 2) Employees in the Working Foreman Welding classification holding Class A Welder certification will be upgraded to the Welder Class A rate whenever they are assigned to perform field based pipeline project welding duties separate from their assigned crew.
- 3) Only employees in the Class B P&M Operator classification will be able to bid into the Class A P&M Operator classification.
- 4) Requires two (2) years' experience in the Gas Worker classification (or similar construction experience outside of MGE) and a Class A Commercial Driver's License (CDL).

Department	Title	8/1/2016 Rates		8/1/2017 Rates		8/1/2018 Rates	
		Entry Rate	Top Rate	Entry Rate	Top Rate	Entry Rate	Top Rate
C&M	Gas Worker C&M Entry		\$17.30		\$17.77		\$18.31
	Gas Worker C&M 6 months		\$20.05		\$20.61		\$21.22
	Gas Worker C&M 12 months		\$20.89		\$21.46		\$22.11
	Gas Worker C&M 18 months		\$21.71		\$22.31		\$22.98
	Senior Gas Worker C&M ⁽⁴⁾	\$17.96	\$25.66	\$18.46	\$26.36	\$19.01	\$27.15
	Maintenance Crew Person	\$22.45	\$30.91	\$23.07	\$31.76	\$23.76	\$32.71
	C&M Utility Person	\$18.54	\$26.49	\$19.05	\$27.22	\$19.62	\$28.03
	Contract Inspector	\$23.90	\$34.13	\$24.55	\$35.07	\$25.29	\$36.13
	Corrosion Specialist	\$23.39	\$33.41	\$24.03	\$34.33	\$24.76	\$35.36
	Machine Operator Tap & Stop	\$23.35	\$33.35	\$23.99	\$34.27	\$24.71	\$35.30
	Machine Operator Welding	\$23.35	\$33.35	\$23.99	\$34.27	\$24.71	\$35.30
	Machine Operator	\$22.89	\$32.69	\$23.52	\$33.59	\$24.23	\$34.60
	Machine Operator Residential	\$23.35	\$33.35	\$23.99	\$34.27	\$24.71	\$35.30
	Maintenance Mechanic	\$18.85	\$26.92	\$19.37	\$27.66	\$19.95	\$28.49
	Pipe Fitter	\$22.08	\$31.55	\$22.69	\$32.42	\$23.37	\$33.39
	Civic Improvement Inspector	\$24.68	\$35.26	\$25.36	\$36.23	\$26.12	\$37.31
	Welder Class A ⁽¹⁾	\$27.14	\$38.77	\$27.89	\$39.84	\$28.72	\$41.03
	Welder Class B	\$23.58	\$33.67	\$24.23	\$34.60	\$24.95	\$35.63
	Working Foeman Maintenance	\$25.29	\$36.12	\$25.98	\$37.12	\$26.76	\$38.23
	Working Foreman Welder A Resident ⁽¹⁾⁽²⁾	\$27.04	\$38.08	\$27.78	\$39.13	\$28.61	\$40.30
	Working Foreman Welder B Resident	\$26.31	\$37.58	\$27.03	\$38.62	\$27.84	\$39.78
	Working Foreman Maintenance Welder A ⁽¹⁾⁽²⁾	\$26.52	\$37.87	\$27.25	\$38.91	\$28.07	\$40.08
Working Foreman Maintenance Welder B	\$25.79	\$36.84	\$26.50	\$37.86	\$27.30	\$38.99	
Working Foreman Construction	\$23.90	\$34.13	\$24.55	\$35.07	\$25.29	\$36.13	
I&S	Gas Worker I&S Entry		\$17.30		\$17.77		\$18.31
	Gas Worker I&S 6 months		\$20.05		\$20.61		\$21.22
	Gas Worker I&S 12 months		\$20.89		\$21.46		\$22.11
	Gas Worker I&S 18 months		\$21.71		\$22.31		\$22.98
	AMR Mobile Meter Reader	\$19.43	\$24.29	\$19.96	\$24.96	\$20.56	\$25.70
	AMR Serviceperson	\$23.58	\$33.67	\$24.23	\$34.60	\$24.95	\$35.63
	Leak Survey Person Class A	\$22.99	\$32.85	\$23.62	\$33.75	\$24.33	\$34.76
	Leak Survey Specialist	\$23.39	\$33.41	\$24.03	\$34.33	\$24.76	\$35.36
	Residential Working Foreman I&S	\$25.17	\$35.97	\$25.87	\$36.95	\$26.64	\$38.06
	Serviceperson Residential	\$24.05	\$34.35	\$24.71	\$35.30	\$25.45	\$36.35
	Serviceperson	\$23.58	\$33.67	\$24.23	\$34.60	\$24.95	\$35.63
	Working Foreman AMR	\$24.68	\$35.26	\$25.36	\$36.23	\$26.12	\$37.31
	Working Foreman I&S	\$24.68	\$35.26	\$25.36	\$36.23	\$26.12	\$37.31
Operations Support	General Records Clerk	\$17.38	\$21.72	\$17.85	\$22.32	\$18.39	\$22.99
P&M	Class A P&M Operator Welding ⁽³⁾	\$25.04	\$35.77	\$25.73	\$36.75	\$26.50	\$37.86
	Class B P&M Operator Welding	\$24.05	\$34.34	\$24.71	\$35.28	\$25.45	\$36.34
	P & M Operator Class A Residential ⁽³⁾	\$25.04	\$35.77	\$25.73	\$36.75	\$26.50	\$37.85
	P & M Operator Class A ⁽³⁾	\$24.55	\$35.07	\$25.23	\$36.03	\$25.98	\$37.12
	P & M Operator Class B	\$23.58	\$33.67	\$24.23	\$34.60	\$24.95	\$35.63

Storerroom	Truck Driver	\$18.55	\$23.19	\$19.06	\$23.82	\$19.63	\$24.54
	Warehouseperson	\$17.30	\$21.16	\$17.78	\$21.74	\$18.31	\$22.39

**APPENDIX B
Frozen Wages**

Employees whose wage rates were frozen, or “grandfathered” in 2014, and remain frozen above the current wage rate of their classification are not eligible for a wage increase until the classified rate surpasses their individual frozen rate of pay.

Employees in the Machine Operator and P&M Operator Class A classifications will have their wage rates frozen for the first year of this Agreement and will receive the general wage increases on August 1, 2017, and August 1, 2018.

All employees whose wages are frozen shall receive a \$750 payment upon contract ratification in the first full pay period following contract ratification. In subsequent years of the Agreement, employees whose wages remain frozen shall receive the \$750 lump sum payment effective August 1, 2017, and August 1, 2018. When a classified rate surpasses an employee’s frozen rate of pay, the employee shall receive a combination of a wage increase and lump sum payment not to exceed the total amount of the annual base wage increase.

APPENDIX C
Description of Departments

Construction & Maintenance (C&M)

C&M Utility Person
Civic Improvement Inspector
Contract Inspector
Corrosion Specialist
Gas Worker C&M Entry
Gas Worker C&M 6 Months
Gas Worker C&M 12 Months
Gas Worker C&M 18 Months
Machine Operator
Machine Operator Residential
Machine Operator Tap
Machine Operator Welding
Maintenance Crew Person
Maintenance Mechanic
Pipe Fitter
Senior Gas Worker C&M
Welder A
Welder B
Working Foreman Construction
Working Foreman Maintenance
Working Foreman Maintenance Welder A
Working Foreman Maintenance Welder B
Working Foreman Welder – Residential A
Working Foreman Welder – Residential B

Installation & Service (I&S)

AMR Mobile Meter Reader
AMR Service Person
Gas Worker I&S Entry
Gas Worker I&S 6 Months
Gas Worker I&S 12 Months
Gas Worker I&S 18 Months
Leak Survey Class A
Leak Survey Specialist
Residential Working Foreman I&S
Service Person
Service Person Residential
Working Foreman AMR
Working Foreman I&S

Operations Support

General Records Clerk

Pressure & Measurement (P&M)

Class A P&M Operator Welding
Class B P&M Operator Welding
P&M Operator Class A Residential
P&M Operator Class A
P&M Operator Class B

Storeroom

Truck Driver
Warehouse Person

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Notes:

LACLEDE GAS COMPANY, MISSOURI GAS ENERGY DIVISION

Bill L. Stovall
Director, Collective Bargaining

Joe Hampton
Vice President, Field Operations - KC

UNITED STEELWORKERS (USW), LOCALS 12561, 14228 & 11-267

Leo W. Gerard
International President

Donnie Gibson
Unit President, USW Local 14228

Stanley W. Johnson
International Secretary Treasurer

Ed Bradley
President, USW Local 11-267

Thomas Conway
International Vice President, Administration

Courtney Keithley
Committee Member

Fred Redmond
International Vice President, Human Affairs

Aaron Easley
Committee Member

Emil Ramirez
Director, District 11

Chad Woodmansee
Committee Member

Robert Tripp
Staff Representative

Corey Martin
Committee Member

Ed Krawczyk
President, USW Local 12561

Dennis Chellew
Committee Member

