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**LABOR AGREEMENT**

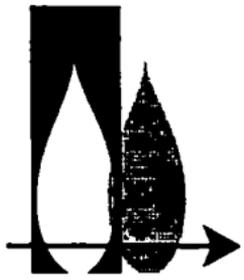
Between

**LACLEDE GAS COMPANY**

and

**PAPER, ALLIED-INDUSTRIAL,  
CHEMICAL & ENERGY WORKERS  
INTERNATIONAL UNION**

**LOCAL UNION No. 5-194**



**Effective August 1, 2000**

**A  
Good Member  
is an  
Active Member**

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**Attend Your  
Local Union Meetings  
Regularly**

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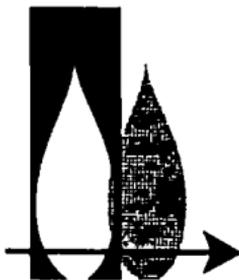
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**LABOR AGREEMENT**  
**between**  
**LACLEDE GAS COMPANY**  
**and**  
**PAPER, ALLIED-INDUSTRIAL,**  
**CHEMICAL & ENERGY WORKERS**  
**INTERNATIONAL UNION**  
**Local Union No. 5-194**

THIS AGREEMENT, made and entered into this 31st day of July, 2000, by and between LACLEDE GAS COMPANY (its successors and assigns), hereinafter called the "Company," and PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS INTERNATIONAL UNION, LOCAL UNION NO. 5-194, or its successor, affiliated with Paper, Allied-Industrial, Chemical & Energy Workers International Union, hereinafter called the "Union,"

**WITNESSETH:**

That for the purpose of facilitating peaceful adjustment of differences that may arise from time to time and of promoting harmony and efficiency, to the end that the Company, the Union and the General Public may mutually benefit, the parties hereto contract and agree with each other as follows, to-wit:

**Article I**  
**THE UNION**

**Section 1. Recognition of Union and Definition of Bargaining Unit.**

The Company agrees to and does hereby recognize the Union as the exclusive bargaining agency of the employees in the departments of the Company as set forth below for the purposes of bargaining in respect to rates of pay, wages, hours of work, or other conditions of employment. The employees covered hereby are the office and clerical employees and those others specifically mentioned in the following departments:

Accounting, Customer Accounting and Collection, Data Processing, Customer Relations (including PBX Operators), Laboratory Technicians, Sales, Drafting, Distribution, Transportation, Meter, and Purchasing and Materials Management.

The following type employees are specifically excluded from the Union's jurisdiction:

Executives, Executives' Secretaries, Department Heads, Assistant Department Heads, Department Heads' Secretaries, Registered Nurses, Assistants to the Advertising Manager, General Accountant, Accountants, Assistant General Accountants, Display Man, Chemists, Credit Union employees, Executive Office employees, Office Managers and Supervisors, Sales Department employees other than clerical employees; and all Supervisors with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action.

The job classifications of the employees covered by this Agreement are set forth in the Appendix of this Agreement.

## **Section 2. Union Membership.**

All employees of the Company covered by this Agreement who are members of the Union at the time of the execution hereof shall, as a condition of continued employment, remain members of the Union in good standing during the life of this Agreement, in accordance with the provisions of Section 8(a) (3) of the Labor Management Relations Act of 1947, as amended.

All other employees and all new employees hired after the execution of this contract and who are covered by this Agreement shall become members of the Union immediately after the 30th day following the date of their employment or the effective date of this Agreement, whichever is later, and shall remain members of the Union in good standing during the life of this Agreement in accordance with the provisions of Section 8(a) (3) of the Labor Management Relations Act of 1947, as amended.

## **Section 3. Checkoff.**

The Company agrees that upon individual authorization from members, periodic Union dues, initiation fees and assessments shall be deducted by the Company from members' first pay of each month. These funds shall be forwarded to the Financial Secretary of Local Union No. 5-194 within seven (7) days after such payday. The payment by the Company to the Financial Secretary of the amounts indicated by such individual authorization shall be a complete

discharge of the Company's obligation to pay such amount to the employee.

#### **Section 4. Bulletin Boards.**

The Company will provide bulletin boards of 18 by 24 inches in size in each department, upon which Department Stewards and Union Officers may post notices pertaining only to business of the Union.

#### **Section 5. Department Steward.**

Each department shall have a Steward, or Stewards, selected by the Union, whose duty shall be to see that the provisions of this Agreement are observed. Department Stewards shall be allowed sufficient time in discussing grievances with the employee involved, and with the Department Head without loss of pay during regular working hours.

#### **Section 6. The Effect of a Change in the Labor Management Relations Act of 1947.**

In the event the Labor Management Relations Act of 1947 is amended or repealed, during the term of this Agreement, the Company agrees that it will at that time, upon written demand made upon it by the Union, negotiate on the Union's demand for changes in any of the above Sections of this Article, if it shall then be lawful to do so.

## **Article II PROCEDURE FOR SETTLEMENT OF GRIEVANCES**

- A. **First Step.** In the case of any grievance arising under this Agreement, the employee or employees shall within ten (10) working days after occurrence of the events giving rise to the grievance, present the grievance to their Department Head or designated representative and endeavor to settle such grievance consistently with the terms of this Agreement. The employee may be accompanied by his Steward if he so desires. It is understood that any Company action is final and not subject to the terms of this grievance procedure unless the Union protests within the time limit of ten (10) working days. It is further understood that when the aggrieved employee shall have been determined to be in the right, such employee shall be compensated for any lost wages.

- B. **Second Step.** If no agreement is reached in the first step of the grievance procedure, the employee, and the Grievance Committee shall present the grievance to the Department Head within ten (10) working days from the time a decision is made on the grievance by the immediate Supervisor, and attempt settlement of the grievance. The Grievance Committee shall consist of the President, Vice President, and the department (or division, if smaller at the particular location) Steward(s). The Department Head shall present his answer to the Union within five (5) working days from the date the grievance is submitted to him. It is understood that if the Department Head fails to comply with the time limit placed on his responsibility to make a decision on the grievance the Union shall have the right to submit the grievance to the third step of this procedure provided that it invokes the third step within five (5) working days thereafter.
- C. **Third Step.** If no agreement is reached in the second step of this grievance procedure, the proper Union Officer shall refer the grievance in writing, within twenty (20) working days from the time a decision is made on the grievance by the Department Head to the proper Industrial Relations Department representative and request that the Industrial Relations Department set a meeting between Company representatives and a committee of the Union. In said meeting the Union shall be represented by the Grievance Committee and the Grievant.
- D. **Expediting Grievances.** Unless the Union appeals to each step of this procedure within the time limits prescribed therein, the grievance is to be considered settled and final, except that the Company and the Union by mutual agreement may waive or extend the time limits provided in the second and third steps of the grievance procedure. The time limits in this procedure shall not prevent direct contact between the parties attempting to resolve the grievance in any of the respective steps of the procedure for the purpose of attempting an earlier settlement of the grievance.

Time lost from regular work by employees involved in any grievance, while conferring with Company representatives for the purpose of settling such grievance, shall be compensated for by the Company.

In the event the grievance cannot be adjusted between the Company and the Union, then, either party may call upon the services of the Federal Mediation and Conciliation Service. It is, however, understood that the findings of the Federal Mediation and Conciliation Service are not binding on either party to the contract.

## **Article III**

### **ARBITRATION PROCEDURE**

1. In the event a mutually agreeable settlement of grievances cannot be obtained by the methods set forth in the preceding paragraphs, the Union shall notify the Company in writing, within twenty (20) working days after the Company decision is made in the third step of the Grievance Procedure, of their intention to refer the matter to an Impartial Arbitrator. The Union shall state the issue to be arbitrated.

2. The award of the Impartial Arbitrator shall be final and binding upon the Company and the Union and retroactive to the date of the disagreement.

3. Each party shall pay the expenses incurred by them and they shall share equally the fees and expenses of the Impartial Arbitrator, including the cost of his transcript. Employees, not to exceed five (5), who are absent from their regular scheduled work assignment for the purpose of testifying as Union witnesses in arbitration proceedings shall be paid up to a maximum of eight (8) hours pay at their base hourly rate by the Company for such absence.

It is the objective and desire of the parties to expedite the resolution of grievances under the arbitration procedure and to reduce the expense thereof. Therefore, it is agreed that:

The Company and the Union will establish a rotating panel of six (6) arbitrators to whom unresolved grievances will be assigned on a rotating basis. An arbitrator will not be selected to hear more than two unresolved grievances at the same time.

If an arbitrator is not available within thirty (30) days, or such other time mutually agreed upon by the parties, then the next arbitrator on the panel will be contacted.

If the arbitrator requires a transcript of an arbitration hearing, or the Company and Union mutually agree to a transcript, the cost of such transcript shall be divided equally between the parties. If only one of the parties desires a transcript, and the arbitrator does not require a transcript, such party shall pay the cost; provided, however, that if the other party subsequently procures any part of the transcript, it will reimburse the other party for one-half of the total cost of the transcript.

It is agreed between the parties that it is their desire that an award be rendered promptly by the arbitrator, and unless otherwise agreed to by the parties, not later than forty-five (45) days from the date the case has been heard and submitted to the arbitrator for a decision.

## **Article IV NO LOCKOUT OR STOPPAGE OF WORK**

The Company agrees that during the tenure of this Agreement there shall be no lockout of its employees. The Union agrees that during the tenure of this Agreement the employees covered by the contract shall not directly or indirectly cause or participate in any strike or any stoppage of work or reduction in working standards of performance.

## **Article V SENIORITY**

### **Section 1. Seniority and Its Determination.**

There are two kinds of seniority: departmental seniority and Company seniority.

The departmental seniority of any employee at any time is the length of his continuous employment on a permanent job or jobs in the department in which he is regularly employed.

The Company seniority of any employee at any time is the length of such employee's continuous employment by the Company in any capacity.

The relative seniority of two or more employees who reported for work on the same day shall be determined by reference to the employee's application on file in the Employment Office. At the time the final employment forms are executed in the Employment Office, the applications of all employees executing said forms shall be numbered in consecutive order.

A new employee shall be considered temporary for a period of ninety (90) working days, after which time he or she shall accrue seniority dating back to the date of employment.

The following provision applies to employees who were promoted prior to January 12, 1976, to a job classification above those covered by this Agreement:

An employee promoted to a job classification above those covered by this Agreement shall, in the event of a cutback or demotion, or if he so desires, be entitled to return to his or her former position in the department from which the advancement was made. He or she shall have accumulated seniority in the original department during his or her absence, but no bid in said department shall be reopened. Employees who occupy advance positions during his or her advancement shall step down in the order in which they advanced, and shall have accumulated seniority in their original department, but no bids shall be reopened in said department.

The following provision applies to those employees who are promoted after January 12, 1976, to a job classification above those covered by this Agreement:

An employee promoted to a job classification above those covered by this Agreement may for any reason return to his former job with accrued seniority within thirty (30) working days after said promotion. In the event of a cutback or demotion, or if for any reason he so desires, after the expiration of said thirty (30) working days, the employee may return to his department with accrued seniority.

Employees whose employment has terminated shall forfeit all previously established seniority.

## **Section 2. Seniority Rights and Privileges.**

In promoting or transferring employees to fill vacancies the employee with the most departmental seniority shall receive the job, except when the fitness and ability of such employee is questioned by the Department Head. In such cases a meeting between the Company, the employee involved and the Union committee shall be held, before the job is awarded.

In Company wide bids, Company seniority shall be substituted for departmental seniority in the above paragraph. In such cases, however, Company seniority shall be based on date of employment as a clerical worker.

Where more than one job within the same department is placed for Company wide bid on the same date, the successful bidders shall have departmental seniority established in the order of their Company seniority.

In the event the work force in any department is reduced, employees in such department shall be displaced in inverse seniority order; that is, the employee with the least Company seniority shall be displaced first. Employees displaced from a department shall have one opportunity, if they have the required fitness and ability, to displace an employee in another department according to Company seniority. An employee who enters a department through displacement must qualify for a position within the normal breaking-in period. Employees who are finally displaced, as well as employees who fail to qualify after displacing another employee, shall be laid off.

Employees who may be transferred to other departments instead of being laid off shall receive the applicable rates of pay of the jobs to which they are transferred.

It is expressly intended that, while cessation of active employment because of layoff under the provisions of the second paragraph hereinabove shall terminate the services of the employee, the employee shall have the following reemployment rights and privileges:

1. In the event of rehiring, employees who have been previously laid off shall be offered reemployment in the reverse order of their layoff for any vacancy for which they are qualified.
2. Such offer of reemployment shall be mailed to the last known address of the former employee and shall require his acceptance within five (5) days and presence on the job within ten (10) days from the date thereof. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the five (5) day period, such offer of reemployment and the employee's reemployment rights and privileges shall be terminated.
3. If the employee accepts reemployment under 1 and 2 above, he shall, upon returning to work, be credited with the seniority which had accrued to him up to the date of his termination for lack of work.
4. Employees rehired under 1, 2, or 3 above shall accrue seniority during the time of their layoff provided they are reemployed and return to work within six months of the date of layoff. Employees rehired under 1, 2, or 3 above more than six months after the date of layoff shall not accrue seniority during the time of layoff and upon returning to work shall be credited only with the seniority which had accrued to them up to the date of layoff.

5. Employees reemployed under the terms of this Section, if reemployed in the same department from which they were laid off, shall upon returning to work be credited with both departmental and Company seniority. If reemployed in any department other than the one from which they were laid off, they shall be credited with Company seniority only.
6. Employees receiving actual notice of layoff and who thereafter leave the employ of the Company prior to the date of layoff to accept other employment shall be entitled to the reemployment rights and privileges contained in subparagraphs 1 to 5 inclusive of this paragraph, except that the date the employee leaves the employ of the Company shall determine the accrual or nonaccrual of seniority provided for in subparagraph 4.

An offer of reemployment shall be deemed to have been given the former employee when posted by registered mail, addressed to the last known address of such employee. The Company will maintain an active file of all mailing addresses furnished by employees who have been laid off but assumes no obligation to notify such employees otherwise than as in this subsection provided.

The reemployment rights and privileges provided for in this Section 2 shall not in any event continue for a period longer than 24 months from the date of the employee's layoff. It is intended hereby that, if, after layoff because of lack of work, the employee is not reemployed within such 24 month period then all reemployment rights as to such employee shall cease and terminate.

Except as hereinafter provided in the case of employees returning from service, and in other cases where reinstatement is specifically provided for in this contract, seniority shall not entitle any employee to displace another employee who is established in a job.

Any disputes arising out of the operation of seniority shall be settled as provided elsewhere in this Agreement for the settlement of all grievances or disputes.

### **Section 3. Posting of Seniority Lists.**

Seniority lists shall be furnished Department Stewards semi annually during January and July and shall also be posted on all department bulletin boards.

### **Section 4. Cessation of Disability.**

The period of disability shall not be deducted from the Company or departmental seniority of a person on disability retirement who returns to work as an active employee.

## **Article VI**

### **BIDDING PROCEDURE AND JOB VACANCIES**

#### **Section 1. Bidding Procedure.**

Vacancies occurring in a department shall be posted on its bulletin board within two (2) working days of their occurrence and shall remain posted for a total period of three (3) working days so that employees may bid. After bids are received the position shall be filled within two (2) working days. If this becomes impossible it shall be discussed with the Department Steward and the successful bidder.

Notice of vacancies in a department shall be posted within two (2) working days after the employee has notified the supervisor of his resignation or made application for leave of absence.

Employees wishing to remove their names from a bid sheet shall contact the head of their department who, with the employee, shall mark the date of withdrawal and both sign same.

When an employee bids on a vacancy and is placed on the job and for any reason during his training period is restored to his former position or bids to another position, then the vacancy shall be filled from the original bid sheet. This shall not apply when an employee completes his training and qualifies for the job and has actually taken over the duties required by the job, in which event the job shall be rebid.

If a temporary vacancy is bid and the position filled by an employee from another department or by a new employee and the vacancy later becomes a permanent vacancy, only the employees in the department with more seniority than the temporary employee shall be allowed to bid on the permanent vacancy. The temporary employee or the employees with less seniority in such departments shall be allowed to bid when the job is bid in all departments, at which time Company seniority governs.

If a vacancy comes about because of an employee going on maternity leave, and that vacancy is initially bid on a temporary basis and then later becomes permanent because the employee does not return to employment, the employee occupying the temporary vacancy, and employees occupying all resulting vacancies, may, if they so desire, have them on a permanent basis without the necessity of rebidding the vacancies.

When posting vacancies for a bid such notice shall contain a description of the duties and the rate of pay.

Any changes in the duties of the job since the last previous posting of same shall be mutually agreed upon between the Union and the Company before the aforementioned posting. If a vacancy is not filled in a department, then such vacancy shall be posted on bulletin boards for a period of two (2) working days in all other departments in order to give those employees an opportunity to bid on such vacancies. In the event no bids are received, the Company may select any person it desires who is willing to accept the position.

An employee absent from work due to legitimate causes, including FMLA leave, shall be given the right to bid on vacancies which may have occurred during his or her absence. Copy of notices on vacancies shall be given to the Steward in each department.

## **Section 2. Rights of the Successful Bidder.**

An employee who receives a job through the bidding procedure shall receive the job rate not later than the employee's sixth (6th) workday after bids are closed.

Employees awarded such vacancies shall have a reasonable breaking-in period, in no case exceeding ninety (90) working days, and shall receive the job rate of pay while breaking in.

Any employee who bids on a vacancy and receives it through the above procedure and is unable to satisfactorily fill the job after the breaking-in period shall, within thirty (30) days, return to his previous job under the same conditions. Any employee who satisfactorily fills the job shall, thirty (30) working days after completion of the breaking-in period, relinquish his right to return to his previous job.

## **Section 3. Temporary Vacancies and Rights of Returning Employees.**

When temporary vacancies occur due to sickness, injury or leave of absence and it can be determined that they will exist for a period of more than forty-five (45) days, such vacancies shall be filled under the conditions of regular bidding procedure. The rate of pay for an employee awarded such a temporary job under this bidding procedure shall be determined as provided in Section 3 of Article VIII of this Labor Agreement.

The position held by an employee who is granted an indefinite leave of absence, shall be filled temporarily during such absence.

Upon the return of the employee who was absent from the job, the employee filling the temporary vacancy shall return to his former position at the applicable rate of pay. Should such a temporary vacancy become a permanent vacancy then it shall be rebid.

Any employee who has or shall enter the Armed Services of the United States, Maritime Service or Merchant Marine, upon release from such duty, shall be restored to a job of like seniority, status and pay. An employee who has left or leaves his job to perform active duty for training and service in the Armed Forces, or to serve in the Maritime Service or Merchant Marine, shall make application for reemployment within ninety (90) days after being relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one (1) year. Any employee who has or shall enlist in the Ready Reserve for an initial three to six months active-duty-for-training shall make application for reemployment within sixty (60) days after his release from such duty, or his discharge from hospitalization continuing after such release for a period of not more than six (6) months. Should any question arise as to the employee being able to perform the job, or the Company claim that circumstances have so changed as to make it impossible to restore such employee, the Company committee and the Union committee shall meet and determine such case. Seniority shall accumulate during such leave. If, by right of seniority, ability and qualifications considered, an opportunity presents itself which would afford the inducted or enlisted employee a chance to advance, upon his or her return, he or she shall be entitled to such advancement. Employees who occupied advanced positions during this period or since the Selective Service and Training Act effective May 1, 1940, shall step down according to his or her seniority.

Employees displaced by returning servicemen and women shall be placed in other departments if jobs are available at the applicable rates, provided there are no vacancies in the departments from which they are displaced. If no vacancies exist in any other departments, such employees shall be placed on a preferential list and be given a position as soon as jobs for which they are qualified are available.

Any employee who has transferred from one department to another since May 1, 1940, and is subsequently replaced by a returning serviceman shall return to his or her former position in the department from which he or she transferred. He or she shall have accumulated seniority in the original department during his or her absence but no bids in said department shall be reopened. Employees who have occupied advanced positions during his or her absence from the department shall step down according to their seniority.

As used in this Section, entrance into active service of the United States Forces is defined as and limited to:

- (a) being called into such service during a national emergency as a member of the National Guard, the Army, Navy, Air Force or Marine Corps Reserve, or
- (b) being called into such service under the terms of a compulsory service act, or
- (c) volunteering and being accepted for a minimum period of military training in lieu of being called into such service under the terms of a compulsory service act, or
- (d) all persons who, subsequent to May 1, 1940, and prior to the termination of the authority conferred by the Service Extension Act of 1941, as amended, enter upon active service in the Army, Navy, Air Force or Marine Corps, or
- (e) being called into or volunteering for the services above or Maritime Service or Merchant Marine in time of war.

Employees who occupy advanced positions during a veteran's leave of absence for school purposes shall step down according to the method set forth in the paragraphs covering the return of servicemen and women.

In the event Congress passes a Labor Conscription Act, any employees who shall be conscripted into other industries by government decree shall retain all seniority rights as provided above for employees who enter the Armed Services.

#### **Section 4. Temporary Transfers.**

Any employee who is steadily employed at one position shall not, without his or her consent, be transferred to any temporary work. However, the employee with the most seniority, fitness and ability shall be given an opportunity to break in and fill temporary vacancies. Seniority shall be given consideration in all temporary transfers.

#### **Section 5. Transfer to Other Jobs.**

An employee who accepts a job within another bargaining unit under the transfer policy established by the Company shall, after thirty (30) working days, relinquish all previously established seniority in the bargaining unit from which he transferred.

Employees may be temporarily transferred from one department to another, without loss of seniority in their department; or should work be transferred from one department to another, any employee transferred with it shall carry his or her seniority to the new department.

## **Article VII**

### **AUTHORIZED ABSENCES AND RIGHTS THEREUNDER**

#### **Section 1. Service in the Armed Forces.**

Employees shall be permitted necessary time off without loss of pay when called for induction examination under the terms of a Military Service Act. Such pay allowance shall be at the employee's vacation rate of pay or the rate of his established job at the time of such examination, whichever is higher.

Employees who enter into active service of the United States Forces, as defined below, shall be granted an allowance of ten (10) days pay if they have been in the employ of the Company for six (6) months and less than one (1) year immediately prior to their entrance into such services, and twenty (20) days pay if they have been in the employ of the Company for one (1) year or more immediately prior to their entrance into such services; such allowance is to be based on the rate of pay in effect at the date of leaving to enter the services.

This allowance shall not apply to any employee who, after completing an initial period of active service as defined below, performs additional training duty as a Ready Reservist. In no event shall this allowance apply to any employee who, because of failure to serve satisfactorily as a member of the Ready Reserves, is inducted into the Armed Forces of the United States.

As used in this Section, entrance into active service of the United States Forces is defined as and limited to:

- (a) being called into such service during a national emergency as a member of the National Guard, the Army, Navy, Air Force or Marine Corps Reserve, or
- (b) being called into such service under the terms of a compulsory service act, or

- (c) volunteering and being accepted for a minimum period of military training in lieu of being called into such service under the terms of a compulsory service act, or
- (d) being called into or volunteering for the services above or Maritime Service or Merchant Marine in time of war.

Employees entering the United States Forces who are participants in, or who become eligible to participate in, the Company retirement plan during service in the United States Forces, shall, upon their return to work with the Company, have credited to them by the Company a special retroactive retirement benefit, comparable to the special retroactive annuity applied in such cases under the old Metropolitan Pension Plan, covering the period during this absence in which they would have been eligible participants. In determining the special retroactive credit for service during this period, the benefit will be based on the employee's annual rate of earnings on the job to which he returns.

Veterans of the Vietnam conflict, eligible for training under the Veterans' Readjustment Benefits Act of 1966, who have become established in seniority after having completed active service as defined in this Section, shall upon request, be granted a leave of absence of twelve (12) months, or for a school year where such is less than twelve (12) months, for the purpose of attending school under the provisions of the above mentioned Act. Such leave may be extended for twelve (12) additional months, or one (1) additional school year, upon request within thirty (30) days prior to the expiration of the twelve month period or of the school year. If no extension is requested, the leave shall automatically be cancelled. Seniority shall accumulate during such leave.

An employee who has received an extension of leave of absence for an additional twelve (12) months or one (1) additional school year may apply for temporary work with the Company during the summer vacation period; however, the Company shall have no obligation to provide him with employment until such leave of absence has been completely terminated.

## **Section 2. Sick Leave.**

The Company will pay to employees, on account of time lost from regularly scheduled work because of illness, sick leave allowance at their vacation rate of pay, starting on the first day of sickness, in accordance with and subject to the following provisions:

(a) The maximum number of days of sick leave allowance on account of illness occurring in any calendar year shall be as follows:

- (1) For an employee who has less than two (2) months or sixty (60) calendar days of Company seniority; none.
- (2) For an employee who has two (2) months but less than one (1) year of Company seniority: one (1) day for each full month of Company seniority, but none on account of illness occurring while the employee had less than two (2) months of Company seniority, maximum allowance being ten (10) days.
- (3) For an employee who has more than one (1) year but less than two (2) years of Company seniority: fifteen (15) days, only ten (10) days of which may be on account of illness occurring before the employee attained one (1) year of Company seniority.
- (4) For an employee who has two (2) years but less than five (5) years of Company seniority: twenty-five (25) days, only fifteen (15) days of which may be on account of illness occurring before the employee attained two (2) years of Company seniority.
- (5) For an employee who has five (5) years but less than ten (10) years of Company seniority: sixty (60) days, only twenty-five (25) days of which may be on account of illness occurring before he attained five (5) years of Company seniority.
- (6) For an employee who has ten (10) years but less than fifteen (15) years of Company seniority: ninety-five (95) days, only sixty (60) days of which may be on account of illness occurring before he attained ten (10) years of Company seniority.
- (7) For an employee who has fifteen (15) years but less than twenty (20) years of Company seniority: one hundred and five (105) days, only ninety-five (95) days of which may be on account of illness occurring before he attained fifteen (15) years of Company seniority.
- (8) For an employee who has twenty (20) or more years of Company seniority: one hundred and thirty (130) days, only one hundred and five (105) days of which may be on

account of illness occurring before he attained twenty (20) years of Company seniority.

- (b) No sick leave allowance shall be paid when an injury arises directly as a result of employment with another employer, and the employee is receiving direct wages for such employment. Sick leave allowance shall also be denied if an injury directly arises when an employee is self-employed for monetary profit.
- (c) Any employee actively employed throughout a calendar year and eligible for sick leave allowance in said calendar year and who does not use any portion whatsoever of his sick leave during a calendar year except such amounts of sick leave allowance which the employee has elected to receive under provisions of Section 6, Article VII, and except as provided in the succeeding paragraph, shall be credited with five (5) days additional sick leave allowance which shall be held to his credit until such time as this accumulated sick leave be used on account of a prolonged illness extending beyond the normal number of days for which sick leave allowance would otherwise be granted.

Beginning with the calendar year 1954, any employee, as defined in the preceding paragraph, who uses not more than three (3) days of his sick leave allowance during the calendar year shall be credited with five (5) days additional sick leave allowance less the number of days of such allowance which he has used.

- (d) No employee shall be entitled to any sick leave allowance for time lost in any calendar year unless he works during such calendar year; except, however, when an employee has continuous illness, which begins in one calendar year and lasts into the next year, then such employee shall be entitled to the sick leave allowance, provided hereby, for said next year; but if employee's illness lasts into a third year he shall not be entitled to any sick leave allowance, for this same continuous illness, in such third year or any year thereafter.
- (e) When a holiday occurs while an employee is drawing sick leave allowance, such holiday shall not be charged against such employee's sick leave allowance but shall be paid as a holiday allowance. When, however, a holiday occurs while an employee, who is for any reason ineligible for sick leave allowance, is off work because of illness, then such employee will be paid a holiday allowance only if he has worked at least one day during the month in which the holiday occurs.

- (f) Premium pay shall be included in sick leave allowance to the extent that the employee regularly receives premium pay.
- (g) All absences, either unreported or alleged to be on account of illness, are subject to check by the Company or its physician or nurses. Any cases of absences which are found to be without satisfactory reason or excuse shall render the employee subject to disciplinary layoff and any recurrence of such case shall result in immediate dismissal.
- (h) Employees, who after reporting to work, receiving their assignments, and starting their tour of duty, become ill and are forced to leave their job, shall not suffer any loss of pay for time lost during that day, nor shall that time be deducted from their sick leave allowance. In instances where a Company nurse is available, an employee becoming ill on the job shall be subject to examination and/or treatment before leaving the job.
- (i) Sick leave allowances are predicated on a five (5) day, forty (40) hour week.
- (j) Employees who are required to visit a Company doctor outside of their normal working hours or on their regular day off, shall receive two (2) hours pay at time and one-half at the applicable rate.

### **Section 3. Leave of Absence.**

Employees, who are members of the Union, when delegated or elected to transact business or matters pertaining to the Local Union shall be granted such leave of absence as may be necessary. Provided further that time will be allowed at regular rates to four (4) employee members of the Union negotiating committee for time lost from work due to participation in any negotiations with the Company. In instances where it appears to be desirable, by mutual agreement between the Union and the Company, said committee may be expanded to cover any unusual circumstances.

Any members of the Union, and not to exceed four (4) at any one time, and not to exceed one (1) in any department, employed as officers or representatives by their Union, locally or nationally, or by an affiliated organization, shall be granted a leave of absence and, upon being relieved of their positions with the Union, be entitled to their full seniority rights respectively as though they have been employed continuously by the Company. Such employees shall be entitled to reinstatement in the positions respectively held at the time of taking the positions in the Union, or, if by right of seniority, an opportunity presents itself which would afford such employee a

chance to advance, upon his return he shall be entitled to such advancement.

Employees who are members of the Union who may be elected or appointed to public office, whether national, state or municipal, shall be granted necessary leave of absence for the fulfillment of the duties of such office. Seniority shall accrue during such absence and, upon the employee's return, he shall be entitled to reinstatement in the position held at the time of taking such leave.

A leave of absence may be granted an employee by an Officer of the Company. If application for leave of absence because of illness is made, the employee, on request of the Company, shall submit to examination by the Company's physician. The Company shall notify the Union of such leaves of absence granted and the reason therefor.

Unless otherwise specifically stated, any employee returning to his former position following a leave of absence, shall not have any job bids occurring during his absence reopened for the purpose of his bidding.

#### **Section 4. Leave of Absence for Death or Sickness in Immediate Family.**

Upon receiving notification of a death in their immediate family, employees shall be allowed three (3) days off without loss of pay for the purpose of attending the funeral. Immediate family shall be understood to mean:

wife	father-in-law
husband	son-in-law
children	daughter-in-law
brother	stepchildren
stepbrother	stepparents
sister	foster children
stepsister	foster parents
father	grandmother
mother	grandfather
mother-in-law	grandchildren

Weekends and holidays are excluded from the three (3) days off without loss of pay allowed for the purpose of attending the funeral of a spouse, child, stepchild, foster child, parent or stepparent. Otherwise the 3-day period shall not extend beyond the day after the funeral except in those cases where the funeral or interment is to be held at a place distant from the City of St. Louis and the actual time required for the employee to reach such place and be in attendance makes it physically impossible for him to return within the foregoing period. In such cases the employee shall be allowed

additional time off without loss of pay at the discretion of his Department Head, not however to exceed two (2) additional days and then only providing the employee shall give his Department Head advance notice of his need for such additional time off. Under the following circumstances the 3-day period may be extended when necessary, for not more than two (2) additional days without loss of pay, and in no case beyond the day after the funeral: (a) where the death occurs at a place distant from the City of St. Louis and the actual time required to transport the deceased to the place of interment makes it physically impossible for the employee to be able to attend the funeral within the foregoing 3-day period; (b) where the funeral is unavoidably delayed beyond the 3-day period due to the necessity for an inquest or autopsy; (c) where the funeral is unavoidably delayed because religious services cannot be held within the 3-day period. In such instances the granting of additional time shall be at the discretion of the employee's Department Head and then only providing the employee shall give the Department Head advance notice of his need for such additional time off. The allowances provided for in this paragraph are to be made only for regularly scheduled workdays.

When employees are requested by the family of a deceased employee or a deceased retirant to serve as a pallbearer, they shall be permitted to be absent from work without loss of pay for one day provided they actually serve as such pallbearer and provided further that they request such time off from their Department Head at least twenty-four (24) hours before the day of the funeral.

Employees shall be allowed eight (8) hours time off without loss of pay for the purpose of attending the funeral of the employee's spouse's grandmother or grandfather or the employee's brother-in-law, sister-in-law, niece, nephew, first cousin, aunt or uncle, provided the employee requests such time off from his Department Head at least twenty-four (24) hours before the day of the funeral.

The above pay allowances shall be computed at the employee's vacation rate of pay or the rate of his established job at the time of taking such leave of absence, whichever is higher.

When an employee is called home from work due to an emergency case of sickness in his immediate family, as hereinabove described, such employee shall not be docked for the remaining hours of that workday, but rather he shall receive a full day's pay.

Employees shall be allowed one (1) day off from scheduled duty without loss of pay to be in attendance while spouse, child, stepchild, parent or stepparent undergoes major surgery as an outpatient or in a hospital. In the case of the spouse only, childbirth

shall be regarded as major surgery. Claims for such allowance shall be made by the employee by submitting documentary evidence from the hospital or doctor.

### **Section 5. Civic Duty Allowances.**

Any employee requested to appear for jury qualification or service, or subpoenaed as an innocently involved witness for the Federal, State or Local government in a judicial proceeding, shall advise his foreman upon receipt of such call or subpoena, and if taken from his work for any of the aforementioned reasons, shall receive compensation from the Company for such time lost. Provided, that during the period of time an employee is subject to jury service or is serving as a government witness as described above, schedules shall be so arranged in his department that such employee shall be on a day schedule Monday through Friday.

Employees serving as judges, clerks of election or deputy election commissioners shall be allowed to perform such duties without loss of pay.

When employees are subpoenaed or requested to serve as a witness in cases in which the Company is involved, they shall receive compensation for time involved.

Employees who work a day schedule and who start on or before 8:30 a.m. shall not be required to work after 4:00 p.m. on election day and shall receive eight hours pay. It is understood that in order that the Service and Installation Department and the Material and Supplies Department may provide adequate service to our customers, approximately fifty per cent (50%) of the employees of said departments may be excused from working time before 9:00 a.m. in lieu of being excused from work after 4:00 p.m.

Election Day as used above shall mean only National, State of Missouri and City of St. Louis elections.

The offices of the Company will close at 1:00 p.m. on the day of Presidential Elections.

Employees who start on or before 8:30 a.m. and whose services are not essential to uninterrupted operations between 1:00 p.m. and the closing time of the polls on the day of Presidential Elections shall be excused from work during that time and shall receive eight hours pay. It is understood that employees excused from work at 1:00 p.m. shall not take lunch periods during their working hours on that day. Employees' starting time shall not be changed under this provision to avoid the payment of overtime.

Compensation for all of the above allowances is to be made at the vacation rate of pay or the rate of their established job, whichever is the higher.

#### **Section 6. Lost Time Compensable Cases.**

In the case of injury and disability to an employee arising out of and in the course of his employment, he shall receive compensation for the first three (3) days off at the rate applicable under the state Workers' Compensation Act provided such employee is off for a week or more.

Employees who are injured or disabled in the course of employment and who are off less than one week shall be allowed to apply their sick leave allowance to cover time lost during that week.

In cases coming within the provisions of the Workers' Compensation Act, the employee may elect to apply his sick leave allowance to assure him forty (40) hours compensation in a week. The difference between the compensation allowance and the sick leave allowance shall be charged against such employee's sick leave allowance. Such allowances are to be predicated upon length of continuous service and periods as provided under the sick leave clause in this contract. After sick leave allowance has been exhausted, payments are to be governed solely by the Workers' Compensation Act.

The employee must decide as soon as possible after an injury growing out of employment whether or not sick leave allowance shall be used to augment Workers' Compensation Act benefits.

Employees, who are injured during the course of their employment and who require the services of the Company doctor, shall make the necessary visits to the doctor during their working hours, if possible. Employees who are so injured and who cannot visit the Company doctor during their working hours shall receive two (2) hours pay at time and one-half (1½) the applicable rate. The Company will reimburse employees for expenses incurred when required to visit a Company doctor while at work. These expenses are limited to mileage between work location and doctor's office when authorized to use his own personal car and parking fee or expense of public transportation.

## **Article VIII**

### **WORKING CONDITIONS**

#### **Section 1. Workweek-Workday.**

The regular or normal workweek shall consist of forty (40) hours work beginning with the departmental starting time on Monday.

Lunch periods shall remain as at present time. It is also agreed that employees who are called to work during their lunch period may, if they desire, work straight through until their regular quitting time and shall be paid at the overtime rate for all time worked beyond eight (8) hours that day.

Employees in departments where rest periods are scheduled shall receive their rest periods when scheduled. However, if an emergency arises which necessitates their working during rest periods, such employees shall receive their full rest period at some other time during that morning or afternoon. The present practice in respect to rest periods in all other departments shall remain in effect.

A stated hour for reporting for work shall be given each employee. Due notice of not less than twelve (12) hours shall be given by the Department Head of any change in the scheduled starting time, except in cases of emergency. Employees not receiving such notice shall receive time and one-half (1½) for time worked.

#### **Section 2. Responsibility of Employees.**

Every employee of the Company has the following obligations and responsibilities concerning absence, regardless of whether he or she is employed on a regular or temporary basis, regardless of position or work assignment, regardless of eligibility or noneligibility for absence pay allowance:

(a) **Advance Notice.**

If the necessity for absence from work is known in advance, the employee must notify his supervisor, or someone delegated to receive such notification, as far in advance as possible.

(b) **Notice of Unexpected Absence.**

If an employee, who has not given advance notice, finds that he cannot report for work, he must notify, or make sure someone else notifies, his supervisor, or someone delegated to receive such notification before starting time, if possible.

**(c) Failure to Give Notice.**

Failure of an employee to give the notice required by paragraph (a) or (b) above, unless manifestly impossible, shall constitute cause for reasonable disciplinary penalty.

**Section 3. Wages.**

Effective August 1, 2000, the rates of pay of all job classifications, including the minimum rates for same, and all employees within said classifications, are increased 2.75% per hour over the rates of pay in effect on July 31, 2000, and effective August 1, 2001, said rates shall be similarly increased 2.75% per hour over the rates of pay in effect on July 31, 2001; and effective August 1, 2002, said rates shall be similarly increased 2.75% per hour over the rates of pay in effect on July 31, 2002; and effective August 1, 2003, said rates shall be similarly increased 2.75% per hour over the rates of pay in effect on July 31, 2003.

Employees on the payroll who are at the minimum rates at the time the wage increases are effected will receive the wage increases.

New employees shall be employed at the minimum rate of pay for the job classification in which they are employed.

Any new employee who, during the first six (6) months of employment, becomes the successful bidder on a job wherein the maximum of the range therefor is the same as his current classification, shall, for the purposes of determination of the rate of pay, be considered to have been hired into the job to which he bid as of his original employment date.

The minimum rate and the maximum rate of all job classification rate ranges as determined by the application of the preceding paragraphs are set forth in the Appendix of this Agreement and made a part hereof.

The following progressional increases shall be granted on the employee's sixth month anniversary dates in the same job classification, up to the maximum pay rate for the classification (except that no increase of 2¢ or less shall be carried over to the final step).

Anniversary	Progressional Increase
6 mos.	60¢
1 year	60¢
1½ years	60¢
2 years	60¢
2½ years	60¢
3 years	60¢
3½ years	60¢
4 years	Final

No employee shall be required to work in excess of four years in any one classification for a rate of pay below the maximum.

When an employee is awarded a position which is covered by a job rate range higher than that covering his or her previous position, he or she shall receive the minimum of the new range or a sixty cents (60¢) per hour promotional increase, whichever is greater; provided the increase does not result in a rate higher than the maximum of the range applicable. Any employee now employed receiving a rate above the maximum of the range applicable shall be considered to be receiving a man rate which shall cease to exist when the job is vacated for any reason.

When through the bidding procedure, an employee is awarded a permanent job in a classification in which he may previously have worked for a protracted period or periods (in excess of 30 working days in any one period), the rate of pay to be effective for such employee shall, if such be greater than the rate determined by the method set forth in the preceding paragraph, be determined by the total of the previously described periods worked by the employee in the classification in which he is awarded a job, as applied to the rate range of that classification. In such instances, the effective dates of any subsequent progression increases shall similarly be computed based upon the total length of service of the employee within that job classification.

When through the regular bidding procedure an employee is awarded a position which is covered by a job rate range lower than that covering his or her previous position, he or she shall receive the rate of pay in the lower job calculated on the employee being placed in the same point of the progressional range as the employee was in the higher job.

Employees who are assigned to perform all or the necessary part of higher rated job classifications covered by this Agreement for the major part of a half day or more shall receive the minimum of the higher rated classification or fifty cents (50¢) per hour promotional increase, whichever is the greater, provided that the increase does not result in a rate higher than the maximum of the range applicable. This shall not apply to jobs which include relief duties.

Employees assigned to lower rated positions shall retain their regular salary.

The Union specifically waives any right to reopen on the question of wages during the term of this Agreement, and further agrees that no claim of inequities shall be made based on rate differ-

entials resulting from the application of the wage settlement effective as of the date of this Agreement.

Any employee who is absent any portion of his regular workweek when such time of absence is not allowed shall be compensated at the applicable hourly rate only for hours worked and/or allowed in such workweek.

#### **Section 4. Lump Sum.**

A lump sum will be payable to each person in the bargaining unit employed on August 1, 2000, August 1, 2001, August 1, 2002, and August 1, 2003 in the amount of .75%, except for anyone in the summer student program.

Lump sum will be calculated by multiplying: (a) the employee's base rate, excluding any premium, on the employee's workday immediately preceding August 1, times (b) 2,088, times (c) the lump sum percentage.

The lump sum payment will be paid by separate check on the second payday after August 1, 2000. The lump sum payment will be paid by separate check on the Friday before the first biweekly payday in August 2001. The lump sum payment will be paid by direct deposit on the second payday after August 1, 2002 and 2003 respectively.

The payment will be included in compensation for pension and wage deferral savings plan purposes.

#### **Section 5. Premium Pay.**

A premium pay of 4½% of the employee's hourly rate shall be paid to all employees required to work a fixed schedule other than the regular day schedule and who start before 6:00 a.m. or work after 6:00 p.m.

Employees who regularly work a fixed schedule more than half of which falls outside the regular day schedule hours (6:00 a.m. to 6:00 p.m.) shall, when working such schedules, receive 4½% of their hourly rate per hour for all hours in such schedule.

In order to clarify the preceding paragraph, it is understood that in the event it becomes necessary for an employee who regularly works a fixed schedule to work on a regular day schedule on the sixth day (regularly scheduled day off), premium pay shall not apply.

When an employee's regular schedule is such that he receives premium pay for his entire workweek and his schedule is temporarily changed, he shall receive premium pay for all time worked in such week.

Premium pay of 5% of the employee's hourly rate will be paid for all hours worked on jobs which are regularly worked only on the shift commonly known as the "Owl Shift," and for all hours worked relieving or replacing on such jobs. For interpretation of the preceding, the term "Owl Shift" shall be any shift beginning not earlier than 10:00 p.m. nor later than 1:00 a.m., and the term "job" shall consist of five (5) regularly scheduled shifts per week, all of which are worked during the hours defined as falling within the Owl Shift.

When overtime is worked by regular day schedule employees the premium shift bonus shall not apply.

### **Section 6. Overtime.**

Time worked before or after regular working hours, except as provided for herein, shall be considered overtime and shall be paid for at the rate of time and one-half (1½). It is understood that regular working hours mean not more than eight (8) hours a day and not more than forty (40) hours a week.

Employees who have been recalled to work after they have completed a day or night's work, and have left their shop, shall be paid at the rate of time and one-half (1½) for such time worked plus one (1) hour and shall be guaranteed not less than three (3) hours of work. Such employee shall also receive a meal allowance of seven dollars (\$7.00).

Employees required to work two (2) or more hours overtime, after working an eight (8) hour period, shall be furnished meals at the Company's expense or allowed seven dollars (\$7.00) for each meal. Payment shall be included on the employee's paycheck for the period in which the meal allowance was earned.

Employees required to work on their scheduled day off during a five-day week, shall be paid at time and one-half (1½) rates for work on that day. Holiday pay shall apply on holidays worked during such week.

Employees who are called to work on the RDO without twelve (12) hours notice shall receive time and one-half (1½) for all hours worked plus one (1) hour.

Any employee required to work on his scheduled half days off shall be compensated at the rate of time and one-half (1½) for such time worked. However, in cases of this kind, such employee shall receive time and one-half (1½) for work performed on the sixth (6th) day in his regularly scheduled workweek.

Any employee who is called in and works four (4) or more off-scheduled overtime hours, which, when completed, extend to within four (4) hours of his scheduled shift starting time on the

next regular workday shall, if he is required to report at his scheduled shift starting time, be paid at time and one-half (1½) rates for all work performed on said next scheduled shift. Or, in the discretion of his Department Head, or a designated representative, be allowed a rest period of seven (7) hours measured from the time of his release from the aforesaid off-schedule overtime work, in which event he shall be compensated as follows:

- (a) If less than four (4) hours of an employee's scheduled shift lie within the seven (7) hour rest period, the employee shall be excused from work for those hours less than four (4), and be paid for same at straight time rates.
- (b) If four (4) or more hours of an employee's scheduled shift lie within the seven (7) hour rest period, the employee shall be excused from performance of all work on that shift and shall be paid at straight time rates for the hours he is so excused from work.

Any employee, after having completed a total of sixteen (16) or more hours of work in any twenty-four (24) hour period measured from the first of such sixteen (16) hours of work, who is then required to work within seven (7) hours following the completion of said sixteen (16) hours of work, shall be paid at the rate of double time for all hours, either scheduled or nonscheduled, which he is required to work consecutively until released.

If the employee is scheduled to work within seven (7) hours as measured above, he may be allowed a rest period of seven (7) hours in which event he shall be compensated as follows:

- (a) If less than four (4) hours of an employee's scheduled shift lie within the seven (7) hour rest period, the employee shall be excused from work for those hours less than four (4), and be paid for same at straight time rates.
- (b) If four (4) or more hours of an employee's scheduled shift lie within the seven (7) hour rest period, the employee shall be excused from performance of all work on that shift and shall be paid at straight time rates for the hours he is so excused from work.

Any employee who is excused from work for a portion of his regular shift as provided in (a) above, shall, for the remaining hours worked of his regular scheduled shift, be assigned without regard to seniority to perform available work in the department for which he is qualified and shall be paid for same at the applicable rate therefor or his established rate, whichever is the higher.

Work performed by the employee on the sixth (6th) or seventh (7th) consecutive day worked in his regular scheduled workweek shall be paid at the rate of time and one-half (1½) for the sixth (6th) consecutive day and double time (2) for the seventh (7th) consecutive day. Time and one-half (1½) 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.

Time allowed for holidays (except when the holiday allowance is made for a scheduled day or half day off), sickness, civic duties or death in immediate family clause is to be construed as time worked in figuring overtime.

Vacation time shall be construed as time worked in figuring overtime only when employees are recalled to work during their vacation period.

All meetings called by the Company for employees in the various departments shall be held on Company time. If held on employee time, employees shall be compensated at the rate of time and one-half (1½).

Regular Sunday employees who are required to work and work a posted six (6) day schedule in any workweek will be paid time and one-half (1½) rates for working on Sunday and time and one-half (1½) rates for working on the day they would normally be scheduled off.

Employees required to work on Sunday within seven hours of completing their preceding shift will be paid at the double time rate.

#### **Section 7. Distribution of Overtime.**

A record shall be posted on the bulletin board monthly of emergency and overtime worked (or refused) by employees. This record shall be maintained on the basis of twenty (20) four (4) week periods immediately preceding each successive period, and overtime work shall, in accordance with the aforementioned records, be distributed as nearly equal as possible among the employees of the department involved, preferably among the employees working on each particular job.

A transferee to a regular job in another department, or a new employee, will be charged with overtime in the amount necessary to bring his overtime on the then current posting up to that of the average overtime worked in the new department, unless he has a higher number of total hours than anyone has worked in the depart-

ment to which he transfers, in which case he will be charged with his actual total overtime in the previous department.

If it is necessary to have employees from other departments help out on overtime work then all qualified employees shall be given an opportunity to do such work and it shall be distributed as nearly equal as possible. Overtime work in other departments shall be considered in the distribution of overtime.

An employee who declines the opportunity to work overtime shall in the record of the distribution of said overtime be credited with the same amount of overtime as if he had worked. Premium pay for holiday work shall not be considered in the foregoing. When an employee is given less than twenty-four (24) hours advance notice of the opportunity to work overtime on a Sunday or a holiday, he may decline such overtime without it being entered in the record of the distribution of overtime.

To equalize the distribution of overtime, employees who may be on vacation when their department is working a six (6) day week, shall be allowed to work a sixth (6th) day in some future week.

#### **Section 8. Paydays.**

Prior to August 1, 2001, employees shall receive their weekly pay every Friday, except when Friday is a holiday, in which case they shall receive their pay on the preceding day.

Beginning August 1, 2001, employees will be paid biweekly by direct deposit to their bank. The first biweekly payday will be on Friday, August 10, 2001.

#### **Section 9. Holidays and Holiday Pay.**

Employees whose services are not essential to uninterrupted service will be allowed to be absent from scheduled duty on the following holidays and shall be compensated for eight (8) hours at their vacation rate of pay or at the rate of their established job, whichever is higher:

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving Day  
Christmas Day  
Christmas Eve (4 hours)  
New Year's Eve (4 hours)  
Floating holiday

Scheduling of the floating holiday shall be subject to the Company's operational requirements.

Employees whose services are essential to uninterrupted service and who are required to work on any of the above holidays shall, in addition to the holiday allowance be paid at the rate of time and one-half (1½) for the first eight (8) hours worked and two and one-half (2½) times for all time worked in excess of eight (8) hours on that day. Any employee who is allowed to be absent from scheduled duty on a holiday and who is called in without twelve (12) hours notice to work on that holiday, in addition to receiving the holiday allowance of eight (8) hours pay, if called in to perform work on said holiday, shall be paid at the rate of two and one-half (2½) times for any hours worked which fall outside of his otherwise normal schedule of working hours.

When a holiday occurs on an employee's scheduled day off, or on a day an employee has scheduled time off, the employee shall receive the equivalent of such scheduled time off on some other day that week. If the operations prohibit the allowance of such time off, the employee shall receive applicable pay for such hours. This allowance shall not be regarded as time worked in figuring overtime.

Wherever in the Section the term eight (8) hours is used in reference to a holiday, the term should be read as four (4) hours in reference to the half holiday of Christmas Eve and New Year's Eve. The four (4) hour half holiday will be the last four (4) hours of an employee's eight (8) hour shift.

Holidays worked as a result of being assigned by inverse seniority shall not be charged against the employee.

#### **Section 10. Vacations.**

Vacations shall be granted subject to the requirements of the Company's operations.

Choice of a vacation period shall be determined according to Company seniority. In such cases, however, Company seniority shall be based on date of employment as a clerical worker. Employees whose regular workweek is scheduled over the period Monday through Saturday shall, at the time of indicating their choice of vacation period, indicate whether or not they wish to be scheduled off on the Saturday prior to their vacation and/or the Monday following their vacation. Those employees whose regular workweek is scheduled over the period Monday through Sunday shall at the time of indicating their choice of vacation indicate whether they wish to be scheduled off on Saturday and Sunday prior to their vacation. Other employees in the department shall be so scheduled that these requests may be granted.

Any unusual circumstances brought about by vacation periods granted employees will be reviewed by the Company.

Employees who have been in continuous service less than one (1) year will be allowed a vacation of one (1) day, to a maximum of ten (10) working days, for each full month of service prior to June 1.

A vacation of two weeks will be allowed to employees who have been in the continuous service of the Company at least one full year prior to June 1.

Employees who have or will complete six (6) years of service during the calendar year, shall receive a vacation of three (3) weeks (one hundred twenty [120] hours) with pay within that calendar year.

Employees who have or will complete fifteen (15) years of service during the calendar year, shall receive a vacation of four (4) weeks (one hundred sixty [160] hours) with pay within that calendar year.

Employees who have or will complete twenty-three (23) years of service during the calendar year, shall receive a vacation of five (5) weeks (two hundred [200] hours) with pay within that calendar year.

Employees who have or will complete thirty (30) years of service during the calendar year shall receive a vacation of six (6) weeks (two hundred forty [240] hours) with pay within that calendar year.

Employees who have or will complete thirty-five (35) years of service during the calendar year, shall receive a vacation of seven (7) weeks (two hundred eighty [280] hours) with pay within that calendar year.

Holidays falling within a vacation period shall not be counted as part of the vacation time.

If a death occurs in the immediate family of an employee during the employee's vacation period, additional time off will, at the employee's request at the time of the death, be allowed within the next 60 calendar days or prior to the end of the calendar year, whichever is less, in an amount equal to that which he would have received had he been at work on his regular schedule. Immediate family for this benefit is restricted to spouse, children, stepchildren, grandchildren, parents, stepparents and grandparents of the employee.

Employees required to take time off due to sickness in their family may apply such time against their vacation allowance.

Employees' rates of pay during vacation shall be determined by the rate of the maximum step attained during the preceding calendar year, within the rate range of the job classification in which they worked the greater percentage of the time during the preceding calendar year or the rate of their established job, whichever is higher. (For purposes of its use herein, "rate of established job" shall be the employee's rate within the rate range at the time the rate is being used as "vacation rate of pay.") The term time actually worked and the percentage herein referred to shall be computed only on hours actually worked.

When employees transfer from one bargaining unit to another, their vacation rate of pay shall be determined by the rate of pay of the job on which they worked the greater percentage of the time during the preceding calendar year, or the rate of their established job, whichever is higher.

Employees whose regular schedules include the performance of Sunday work as part of a scheduled workweek shall, when on vacation, receive time and one-half (1½) rates for any Sundays included within their vacation period on which they would have been scheduled to work had they not been away on vacation.

Shift premium pay shall be included in the vacation rate of pay if shift premium pay is regularly paid on the job which determines the employee's vacation rate of pay.

The vacation rate of pay of any employee who did not work in the preceding calendar year shall be the rate of such employee's established job at the time of the employee's vacation.

Prior to August 1, 2001, employees shall receive their vacation pay immediately prior to the vacation period unless an employee notifies his Department Head to the contrary. Effective August 1, 2001, vacation pay will not be issued prior to the vacation period due to the direct deposit of biweekly pay.

If an emergency arises where it becomes necessary for employees to work during their vacation period, then such employees shall receive their regular rate of pay in addition to the vacation pay while working.

In the event an emergency arises whereby an employee cannot complete his vacation in one year, the remaining vacation time shall be carried over into the following year and the employee shall take such vacation period in the new year. In cases of this kind, the

employee must take his vacation time off. It is understood that this provision will not be used to accumulate vacation periods and that such carryover vacation shall not conflict with the scheduling of other vacations.

Employees inducted or enlisting in the Armed Forces of the United States of America who would be eligible to receive a vacation as provided above shall be given their vacation pay for the year in which they enlist or are inducted.

It is agreed that prior service in accordance with the provisions of this Section qualifies an employee for a vacation. It is also recognized that an employee is granted a vacation so that he may have a period of complete rest and relaxation, after which he will return to work mentally and physically better equipped to handle his job. Therefore, since vacations are granted in contemplation of continued employment, and much of their value can be realized only if the employment relation continues, vacation rights will be divested under the following circumstances:

- (a) In case an employee is discharged for cause.
- (b) In case an employee resigns or leaves the employ of the Company for any reason without giving at least two (2) weeks' advance written notice, unless he can show good reason for failure to give such notice.

In all other cases where the employee leaves the Company in good standing, he shall be given pay in lieu of any earned vacation not already received.

In addition to the foregoing, and limited to the following instances, payments in lieu of vacation credits earned during the final calendar year of an employee's employment (which would not otherwise accrue to the employee unless he were in the employ of the Company the succeeding calendar year) shall be made on a pro rata basis as follows:

1. One-quarter ( $\frac{1}{4}$ ) of annual vacation period for which employee is eligible if termination as described below occurs after March 31 but before July 1.
2. One-half ( $\frac{1}{2}$ ) of annual vacation period for which employee is eligible if termination as described below occurs after June 30 but before October 1.
3. Three-quarters ( $\frac{3}{4}$ ) of annual vacation period for which employee is eligible if termination as described below occurs after September 30 but before December 31.

4. The annual vacation period for which employee is eligible if termination as described below occurs after completion of the calendar year service, but prior to working in the succeeding calendar year.

Such payments shall be made only to employees whose employment is terminated due to retirement, or in the event of the death of an employee, to his beneficiary of record as designated in the group insurance plan covered in Section 1, Article X (Insurance and Retirement Plans) of this Labor Agreement.

#### **Section 11. Women Employees.**

Women who are now, or shall become employees of the Company shall receive the same wages as men employees where they do the same type of work in a comparable manner.

#### **Section 12. Termination Pay.**

Employees having attained the age of 25 years whose employment is terminated because of their physical inability, due to reasons other than those covered by the state Workers' Compensation Act, to perform the duties of any established job in their department shall be entitled to termination pay in addition to any other benefits to which such employees may be entitled.

Such termination pay shall be computed at the rate of eighty (80) hours pay for each year of employment to a maximum of thirty-five (35) years of service, provided that no eligible employee shall receive less than 800 hours minimum.

The hourly rate of pay shall be the base rate of such employee within the rate range for the classification held at the date on which the employee last worked.

#### **Section 13. Termination of Service.**

Regular employees laid off or discharged except for cause shall be given two (2) weeks advance notice of same except when the reason for such action is beyond the control of the Company. In any such instance the employee shall be entitled to receive pay for any time less than two (2) weeks (10 working days) advance notice of the layoff or discharge. Advance notice shall be deemed to be given as of the date notices to that effect are posted in the department in which the work force is being reduced, and written notification forwarded to the Union by registered mail.

Any payments to employees arising out of the preceding paragraph which are payments in lieu of advance notice shall be credited against any liability which the Company may have to make payments under the provisions of Article IX, Dismissal Pay, of this Labor Agreement.

Employees laid off or discharged except for cause shall, in addition to any payment due them in lieu of advance notice, as specified above, receive pay in lieu of any vacation to which they may be entitled and have not already received.

#### **Section 14. Reason for Discharge.**

If an employee is discharged, he or she may request and the Company shall furnish immediately to him or her the reason for his or her discharge in writing. If, upon investigation, it is found that such employee has been unjustly discharged, he or she shall be reinstated and shall be paid for any time he or she lost at the regular rate of pay.

In the event an employee is discharged, the Company will promptly advise the Union by letter the name of the employee affected and the date of discharge.

#### **Section 15. Contracting Out Provision.**

The Company and the Union agree that they will in good faith discuss any proposal for contracting or sending out work of classes that has been done by its present employees where they are qualified to perform such work.

#### **Section 16. Maintenance of Work Provision.**

The Company will maintain work done by employees in the past, except when in the interest of progress changes in the methods of production, distribution, sales or office procedure are contemplated which will affect the wages, hours or working conditions of the employees. In such case, a meeting to facilitate an agreement will be held with proper representatives of the Union before the new methods are placed into effect.

#### **Section 17. Use of Personal Automobiles.**

Employees who are permitted to use their personal automobiles during the course of the workday in moving from one job location to another, etc., shall be compensated for mileage at the rate of thirty-two and one-half (32.5) cents per mile.

#### **Section 18. Supervisors Doing Bargaining Unit Work.**

Foremen and Supervisors shall not perform work normally performed by employees covered under this Agreement except:

1. When instructing an employee.
2. To demonstrate methods and procedures for the proper performance of work.
3. During an emergency.

4. In the performance of such work as it has been their practice to perform.

### **Section 19. Temporary Promotions to Management.**

A temporary period of promotion into a management position not involving direct supervisory responsibilities of non-management personnel shall not exceed six (6) months working time. If, in reference to a particular promotion, an employee is returned to the bargaining unit within the six month continuous period, and he is again promoted to that position within three (3) years for purposes not covered by paragraph two, then his time in that position will be accumulated in order to ascertain the six month determination as to whether he shall be promoted or returned to the bargaining unit.

All other temporary advancements or upgrading to supervisory positions required as the result of or occasioned by sick leave, vacations, short leaves of absence, unforeseen temporary expansion of the work force, or other like causes shall not exceed a total of 120 working days in any three year block from August 1, 1971.

Neither during nor subsequent to any such periods of temporary promotions or advancements shall the employee so advanced be subject to restrictions or disciplinary measures by the Union for performing his supervisory duties, except in the event of a work stoppage that has been authorized by the Union. In the latter event, the Union reserves unqualifiedly its right to take appropriate action in accordance with its Constitution and By-Laws, in conformity with law, against any offending members.

### **Section 20. Partial Disability.**

An employee with more than ten (10) full years of service who, because of partial disability, cannot perform the regular duties of his job classification, may be assigned to work in a classification where he can perform the work. In such event, his pay shall be the new job rate plus 4% of the difference between his former job rate and the new job rate for each full year of service.

## **Article IX DISMISSAL PAY**

### **Section 1. Agreement to Pay Dismissal Pay.**

Subject to and as provided in the following provisions of this Article, the Company agrees to pay dismissal pay as provided in this Article to every employee who becomes eligible therefor during the term of this Agreement.

## **Section 2. Employees Who Are Eligible.**

(a) If and when any job is abolished as a result of the conversion to straight natural gas or the sale, lease, or other disposition of a manufacturing plant of the Company, then an employee whose employment was terminated because of the abolition of such job is eligible to receive dismissal pay if, at the time of the termination of his employment, he had at least two (2) years of Company seniority which began on or before the time such change was put into effect. If and when any job is abolished as a result of changes in methods of production, distribution, sales or office procedure, then an employee whose employment was terminated because of the abolition of such job is eligible to receive dismissal pay if, at the time of the termination of his employment, he had at least two (2) years of Company seniority which began on or before the time such change was put into effect. An employee to be eligible under this Subdivision 2(a) need not be the employee who held the job which was abolished, but may be an employee who was discharged in order to give a job to an employee with greater seniority, in accordance with Sections 10 and 12 of this Article.

It is understood that terminations because of lack of work, business conditions, or economies or retrenchments deemed necessary by the Company are not covered by this Subdivision 2(a).

(b) An employee is also eligible to receive dismissal pay if, at the time of the termination of his employment, he had at least five (5) years of Company seniority, when his employment was terminated for any reason except: (1) voluntary quitting or resignation; or (2) discharge for cause; or (3) death; or (4) retirement; or (5) termination resulting from physical disability; or (6) termination pursuant to legislative act, or order of a state, federal or municipal board of authority; or (7) termination of employment because of breach of, or failure to comply with, a collective bargaining agreement; or (8) unexcused failure to report for work when required after termination of a leave of absence or a sick leave; or (9) unexcused failure to report for work when required after being recalled to work from a temporary layoff; or (10) in the instance of any termination not specifically covered in (b) (1) to (b) (9) inclusive, the eligibility for dismissal pay shall be determined by mutual agreement of the parties to the contract.

It is understood and agreed that the exception in (6) above does not apply when the act or order in question makes it necessary for the Company to discontinue a part of its operations or work, even though as a result of such discontinuance the Company finds it necessary to terminate an employee or employees.

### **Section 3. Definition of Terms Used in This Article.**

#### **(a) What is meant by "job."**

The term "job" as used in this Article with respect to jobs with the Company, means any particular established job. It does not mean all jobs of a particular job classification.

#### **(b) What is meant by "terminating employment."**

The "termination of employment" necessary for eligibility means a final and complete termination or dismissal.

It is provided, however, that if the Company determines that a temporary layoff is necessary, any employee affected thereby may at any time, before being called back to work, give the Company not less than thirty (30) days written notice to the effect that if he is not called back to work he elects to be permanently terminated, and if such employee is not called back to work within the notice period, he will then be terminated and paid dismissal pay if otherwise eligible; provided, however, that if after the giving of such notice and before the expiration of the period specified therein, such employee is called back to work but is again temporarily laid off at any time during the twelve month period following the beginning of the layoff period during which such notice was given, then such employee may give the Company written notice at any time during such later period while he is laid off electing to be permanently terminated forthwith, in which case he will then be terminated and paid dismissal pay if otherwise eligible.

#### **(c) What is meant by "base rate."**

(i) The term "base rate" of any employee shall mean the "hourly base rate" of pay, as stated in the Appendix hereof (which excludes shift premium pay), within the existent rate range for the job classification in which the individual employee is established as of the date he becomes eligible for dismissal pay.

(ii) The term "base rate" when applied to employees who transfer from a job of another bargaining unit to a job under the jurisdiction of Local 5-194 shall mean one one-hundred-seventy-fourth (1/174th) of the monthly rate of pay (which excludes shift premium pay) for the job classification in which the individual employee is established as of the date he becomes eligible for dismissal pay.

#### **(d) What is meant by "job rate."**

The term "job rate" shall mean the "total hourly rate" of pay (including shift premium pay where applicable), to be received by an employee within the rate range of any job classification. Said

amount to be received shall be determined by applying the individual employee's total length of service within such job classification or classifications as set forth in the Appendix of this Labor Agreement.

#### **Section 4. Offer of Other Job in Lieu of Termination.**

(a) If the Company offers an employee, who would otherwise be terminated under Subdivision 2(a) or 2(b) of this Article, another job, such employee shall have the option to accept or reject such job. If he rejects such job, he shall receive dismissal pay if otherwise eligible; if he accepts such job, he shall not receive dismissal pay, except as provided in Subdivision 4(b) below.

(b) When an employee, who would otherwise be terminated under Subdivisions 2(a) and 2(b) of this Article, accepts another job offered by the Company, such employee does not immediately waive his claim to dismissal pay, but rather, such employee will be allowed a period of one hundred twenty (120) days for determination of his qualifications on such job; provided that if during this one hundred twenty (120) day period, such employee is dissatisfied with such job, or if it is determined that such employee is unqualified for such job, such employee shall then be entitled to dismissal pay.

#### **Section 5. Determination of Pay for Employees Who Are Transferred or Displaced as a Result of the Abolition of Jobs.**

(a) Any employee, who would otherwise be eligible for dismissal pay under Subdivision 2(a) or 2(b) of this Article, accepting another job in lieu of termination, shall receive the "job rate" of the new job to which he is transferred, except:

Any employee whose established job was in the Manufacturing Department on December 5, 1949, who would otherwise be eligible for dismissal pay under Subdivision 2(a) of this Article, but who in lieu of termination accepts: (i) transfer to a job in another department; (ii) transfer from a job of another bargaining unit to a job under the jurisdiction of Local 5-194; (iii) or who, by reason of seniority is not offered a transfer to another department but remains in the Manufacturing Department working on a lower rated job, shall receive the "job rate" of the job to which he is transferred, or his base rate in the Manufacturing Department as of the date he becomes eligible for dismissal pay, whichever is higher.

It is provided, however, that such employees who accept transfer from a job of another bargaining unit to a job under the jurisdiction of Local 5-194, on a base rate, shall be excluded from any and all general rate increases, that may be granted by the

Company at any future time, until such time as the maximum of the job rate range of the highest job classification of Local 5-194 in the department in which such employee is then presently employed, is equal to the base rate of such employee; after which time such employee's base rate shall be equal to the job rate of the highest job classification of this bargaining unit in such department.

(b) Any employee with more than ten (10) full years of service who is displaced, as a result of the abolition of jobs, from his classification to a lower classification shall obtain the job rate of the lower classification plus 4% of the difference between his former job rate and the new job rate for each full year of service.

### **Section 6. Loss of Base Rate or Adjusted Rate for Failure to Bid Into a Higher Classification.**

Any employee who, under the provisions of Subdivisions 5(a) and 5(b) of this Article maintains his base rate or an adjusted rate, shall, if he should fail to seek advancement under the bidding procedure of this Agreement at every available opportunity, lose such base rate or adjusted rate, and revert to the job rate for the job he is then holding. If such employee shall fail to advance due to disqualification by the Company, or because he is not a successful bidder, he will then be permitted to retain his base rate or adjusted rate and have opportunity for further advancement under the bidding procedure.

### **Section 7. Employees Who Transfer with Base Rate and Who Fail to Qualify for the Job to Which They Accept Transfer.**

Any employee accepting a transfer with base rate as set forth in Subdivision 5(a) of this Article, who fails to qualify for the job to which he accepted transfer, within the one hundred twenty (120) day qualification period, as set out in Subdivision 4(b) of this Article, shall forfeit all rights to a base rate and shall upon such disqualification accept, if otherwise eligible, dismissal pay, or shall accept any available starting rate job at the job rate thereof, with departmental seniority beginning as of the date of acceptance of the starting rate job.

### **Section 8. Seniority.**

From and after December 5, 1949, employees who have or who shall have departmental seniority beginning on December 1, 1948, in any department, shall, as among themselves, one over the other, have departmental seniority in such department in the order of the priority of the dates when they transferred to such department, or the date they accept such job when Subdivision 12(b) of this Article of this Agreement is invoked, whichever is earlier; provided,

however, that if any two or more of such employees shall have the same transfer date, then Company seniority shall govern in determining which one has the greater departmental seniority.

It is understood and agreed that Section 8 hereinabove shall have no retroactive application whatsoever; it shall not affect the job security of any present job holder who obtained his job under a prior seniority listing; it shall not entitle any employee, on account of any change in seniority resulting therefrom, to differential back pay between his present rate of pay and the rate of pay he might be receiving had this Section 8 been adopted at some previous date.

#### **Section 9. Displaced Employees.**

Any employee in another department with departmental seniority beginning on or after December 1, 1948, who is displaced by reason of transfers as set forth in Subdivision 5(a) of this Article by being regularly assigned to work of a different classification and lower base rate, shall nevertheless retain the base rate and classification held by such employee at the time such displacement occurs. Any such displaced employee shall, however, return to an active job in his classification without resort to the bidding procedure, whenever, for any reason whatsoever, a vacancy shall exist in that job classification.

#### **Section 10. Determination of What Jobs May Be Offered.**

Any employee with Company seniority beginning December 1, 1948, or later, may be discharged or demoted in the same or another department in order to give a job to an employee who has Company seniority that began before December 1, 1948, and who would otherwise be terminated under Subdivision 2(a) or 2(b) of this Article. There shall be no bidding in such cases. Any employee who is discharged under this provision, if otherwise eligible, shall receive dismissal pay.

#### **Section 11. Determination of Who Shall Be Offered Other Jobs.**

(a) When the Company has determined that a certain number of jobs in any plant or department will definitely be abolished under the provisions of Subdivision 2(a) or 2(b) of this Article, either immediately or in the future, the Company will be guided by Company seniority in offering jobs in other departments to employees in the plant or department in which the jobs are to be abolished, giving the first opportunity to employees with the greatest Company seniority. The Company shall notify the Union of any such determination. This Section 11 shall not apply to jobs which are to be filled by bidding.

(b) If an employee accepts such job so offered him in another department, it shall immediately become his regular job and his departmental seniority in the new department shall be determined accordingly (but consistently with the provisions of Subdivision 11(c) below); but the Company may keep such employee on his former job for such period as the Company may deem necessary for the proper conduct of its business.

(c) An employee who has Company seniority that began before December 1, 1948, and who would otherwise be terminated under Subdivision 2(a) or 2(b) of this Article, but who obtains, instead, a job in another department, will have departmental seniority in the new department dating from December 1, 1948.

### **Section 12. Determination of Employees To Be Terminated.**

When it becomes necessary to terminate the employment of a number of employees in a department or plant under the provisions of Subdivision 2(a) or 2(b) of this Article, the employees to be terminated will be chosen from among all the employees in the whole department according to Company seniority, those with the least Company seniority being terminated first.

### **Section 13. Effect of Leave of Absence, Etc.**

(a) An employee who is on a leave of absence at the time of the termination of his employment shall, if otherwise eligible, receive dismissal pay as if he had been at work.

(b) An employee who is on sick leave at the time of termination of his employment shall, if otherwise eligible, receive dismissal pay as if he had been at work.

(c) An employee who has the status of being temporarily laid off at the time of termination of his employment, shall, if otherwise eligible, receive dismissal pay as if he had been at work.

### **Section 14. Amount of Dismissal Pay and Method of Payment.**

(a) An hour's pay shall be the highest average straight time hourly earnings paid to the employee in any one of the preceding five years. The last of such years shall be the twelve month period ending on the last day of the month preceding the month of termination of the employee's employment, and the other four years shall be measured back in a similar manner. The amount of dismissal pay owing to the eligible employee shall be sixty (60) hours pay for each complete year of Company seniority up to the time of termination.

(b) Dismissal pay amounting to three hundred twenty (320) hours or less shall be paid in a lump sum in the month following the month in which termination occurred. Dismissal pay amounting to more than three hundred twenty (320) hours shall be paid in monthly installments, beginning in the month following the month in which termination occurred, of three hundred twenty (320) hours pay the first month, and one hundred sixty (160) hours pay each month thereafter until paid in full.

(c) Nothing in this Article relating to dismissal pay shall deprive any employee of vacation pay or other benefits due him under existing contract at the time of termination.

#### **Section 15. Retirement.**

An employee who, in lieu of being terminated, is permitted to and does retire shall not be entitled to receive dismissal pay.

#### **Section 16. Amounts Owing.**

Any amounts owing (whether due or not) to the Company from the employee as a result of advances, loans, or any other indebtedness, shall be deducted from dismissal pay.

#### **Section 17. Loss of Seniority.**

Any employee who has received dismissal pay from the Company shall lose all seniority and shall cease to be in any way connected with the Company. Should such employee thereafter be reemployed by the Company, he shall accept such reemployment as a new employee without seniority credit for previous service with the Company.

#### **Section 18. Discontinuance of Company's Business, Etc.**

Severance of the relationship of employer and employee between any employee and the Company which results from the voluntary or involuntary transfer (whether of title or possession or both) of substantially all of the Company's operating properties to a successor corporation, trustee, receiver, or governmental officer, body, or authority, or to a purchaser, lessee or other transferee, is not the kind of termination of employment which can give rise to an obligation on the part of the Company to pay dismissal pay under this Article. Likewise, a termination of the relationship of employer and employee between any employee and the Company is not the kind of termination of employment which can give rise to an obligation on the part of the Company to pay dismissal pay, if it occurs when the Company permanently discontinues substantially all of its operating utility business.

For the purpose of this Article, no lessee or transferee of less than substantially all of the physical properties of the Company shall be deemed to be a successor or assign of the Company. The Company shall not be liable for the failure of any successor or assign of the Company to perform the obligations of this Article, but nothing in this Section 18 contained shall affect the liability which any such successor or assign may have by operation of law or otherwise to perform such obligations.

### **Section 19. Disputes and Limitations.**

Any disputes as to the application of this Article shall be settled between the Company and the Union the same as other grievances, and in case it is determined in the disposition of any such dispute that the termination was in accordance with the provisions of this Article, and in all other cases of termination, no employee whose employment is terminated shall have any right to receive on account of compliance or noncompliance by the Company with any provision of this Article, anything except such dismissal pay, if any, as he may have become entitled to receive, plus any vacation pay and other benefits referred to in Subdivision 14(c) of this Article.

## **Article X INSURANCE AND RETIREMENT PLANS**

### **Section 1. Insurance Plans.**

(a) The Company agrees to provide, during the term of this Agreement, Laclede's Comprehensive Medical Plan, as previously amended and as amended by the Agreement dated July 31, 2000, or coverage selected in accordance with the Health Maintenance Organization Act of 1973 and regulations promulgated thereunder, provided that Laclede is not required to pay more for health benefits as a result of offering the option.

#### **(b) Dental**

For the period August 1, 2000 through July 31, 2004, the Company agrees to provide each employee following the completion of three months continuous active full time employment, the Delta Dental Plan of Missouri coverages A, B, C and D, individual or family, with coverage D limited to 50% copayment and \$3,000 Orthodontic maximum.

The negotiated composite rate of this program is \$66.31 per month per eligible employee for the period shown.

It is understood that this dental program is negotiated on a fixed cost basis and that the Company's fixed cost of \$66.31 per month per eligible employee will remain until it is changed as a result of negotiation between the parties.

**(c) Vision**

For the period August 1, 2000 through July 31, 2004, the Company will provide California Plan C or an equivalent plan to each employee following completion of three months continuous, active, full time employment. The negotiated composite rate of this program for the period ending July 31, 2004 is \$19.09 per month per eligible employee.

It is understood that this vision program is negotiated on a fixed cost basis and that the Company's fixed cost of \$19.09 per month per eligible employee will remain until it is changed as a result of negotiation between the parties.

**Section 2. Retirement Plan.**

The Company has a uniform retirement plan as provided in an agreement between the Union and the Company dated July 1, 1950, as subsequently amended, and as amended by the Agreement dated July 31, 2000.

**Section 3. 401(k) Plan.**

The Company has a 401(k) Plan which has been in effect since August 1, 1986 and which was amended by the Agreement dated July 31, 2000. In the event of the repeal of the 401(k) provision from the Tax Code, the Company and Union will meet to discuss possible solutions.

**Article XI  
MERCHANDISE**

**Section 1. Reduced Prices for Employees.**

Employees with three or more months of service shall be allowed to purchase appliances sold by the Company at a price equal to the Company's cost of merchandise plus handling expenses, delivery and connection costs. Provided, however, that such sales shall be restricted for the use of such employees or members of their family (which shall be understood to mean wife, husband, children, brother, sister, father, mother, mother-in-law, father-in-law, grandmother and grandfather).

## **Section 2. Payments.**

Employees shall be required to make a down payment equal to the amount of the Missouri State Sales Tax and the balance shall be paid on the basis of the time payment policy governing all retail sales. These conditions shall be subject to any change necessary to conform to any governmental regulation. No carrying charge shall be assessed against employee sales.

In those instances where an employee purchases an appliance for any of the aforementioned members of his family, such relative may be billed in the same manner as an employee. In the event such a purchaser defaults on any payments, the employee may be billed for such payments and for all future payments as they become due.

## **Article XII WAIVER OF RIGHT TO SUE**

The Company agrees that it will not, during the life of this Agreement, exercise the right given by the Taft-Hartley Act to sue for damages in the event of a strike or work stoppage, providing that such strike has not been authorized by Union vote, called, authorized or sanctioned by any Union Officer, and, providing further that the Union and its Officers have made every reasonable effort to prevent such strike before occurrence and make every reasonable effort after said strike has occurred to induce the employees to return to work.

## **Article XIII SUPPLEMENTS**

The three (3) Supplements to Principal Contract, dated February 18, 1958, May 1, 1958, and May 20, 1958, are by reference adopted herein in their entirety and made a part hereof for the term of this Agreement.

## **Article XIV DURATION OF THIS AGREEMENT**

It is hereby agreed that this Agreement shall remain in effect from and after August 1, 2000 until midnight July 31, 2004, and

shall be automatically extended from year to year thereafter, provided that either party may give to the other written notice of intention to terminate or of desired changes not later than sixty (60) days before July 31, 2004 or July 31 of any year thereafter, that this Agreement is in effect. If any notice (whether of intention to terminate or of desired changes) be given, this Agreement shall terminate at midnight on the succeeding July 31.

Any notice in writing to be given by either party to the other shall be deemed given when deposited, registered, in the United States mail, postage prepaid, and addressed to the Company at its office, 720 Olive Street, St. Louis, Missouri 63101, and to the Union at Suite 602, 705 Olive Street, St. Louis, Missouri 63101.

## **Article XV**

### **MUTUAL COOPERATION**

The Company and the Union agree that they will cooperate to promote the best interests of the Company and the employees; that neither will take any action designed to discredit or disparage the other; that both the Company and the Union will endeavor to work out any differences among themselves.

## **Article XVI**

### **NONDISCRIMINATION**

Neither the Company nor the Union, in carrying out their obligations under this Contract shall discriminate in any manner whatsoever against any employee because of race, sex, color, age, disability, union activities, religion or national origin.

Any gender reference in this Labor Agreement should be understood to apply to both men and women.

IN WITNESS WHEREOF, the said Laclede Gas Company has caused this instrument to be executed by its proper representative thereto duly authorized, and the said Paper, Allied-Industrial, Chemical & Energy Workers International Union, Local Union No. 5-194, and the officers and members thereof, have caused this instrument to be executed by the officers of said Union duly authorized as of the day and year first mentioned above.

**LACLEDE GAS COMPANY**

By: **PETER J. PALUMBO, JR.**  
Vice President  
Industrial Relations

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS  
INTERNATIONAL UNION, LOCAL NO. 5-194**

By: **BARBARA A. TEMM**  
President

By: **Contract Committee:**  
**THOMAS A. SCHEIBELHUT, Co-Chairman**  
**JOSEPH L. SCHULTE, Co-Chairman**  
**BARBARA A. TEMM, Co-Chairman**  
**EDWARD C. BIXBY**  
**RICHARD K. MERTENS**  
**DIANE M. WERNER**

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS  
INTERNATIONAL UNION**

By: **RONALD J. WILKEY**  
International Representative

**APPENDIX**  
**PREAMBLE TO THE**  
**STATEMENT OF POSITION 1/26/76**  
**Unions' Sick Leave Proposal**

Throughout the 2000 negotiations, sick leave was a significant and serious issue in the discussions with the company.

Local 5-6 and Local 5-194 Joint Negotiating Committee agreed that sick leave is a benefit to be used when legitimately sick or injured. Misuse and abuse of sick leave is not acceptable. We want to emphasize that it is our intent and message to encourage our members to use the sick leave benefit for justified and legitimate reason, not improper use.

Your Joint Negotiating Committee reinforces and emphasizes the following Statement of Position that was originally dated January 12, 1976.

PAPER, ALLIED-INDUSTRIAL,  
 CHEMICAL & ENERGY  
 WORKERS INTERNATIONAL  
 UNION, LOCAL 5-194

BY: Barbara A. Temm  
 Barbara A. Temm, President

BY CONTRACT COMMITTEE:  
Thomas A. Scheibelhut  
 Thomas A. Scheibelhut, Co-Chairman  
Joseph L. Schulte  
 Joseph L. Schulte, Co-Chairman  
Barbara A. Temm  
 Barbara A. Temm, Co-Chairman

Edward C. Bixby  
 Edward C. Bixby  
Richard K. Mertens  
 Richard K. Mertens  
Diane M. Werner  
 Diane M. Werner

PAPER, ALLIED-INDUSTRIAL,  
 CHEMICAL & ENERGY WORKERS  
 INTERNATIONAL  
 UNION, LOCAL 5-6

BY: Daniel J. O'Leary  
 Daniel J. O'Leary, President

BY CONTRACT COMMITTEE:

Thomas A. Scheibelhut  
 Thomas A. Scheibelhut, Co-Chairman

Joseph L. Schulte  
 Joseph L. Schulte, Co-Chairman

Barbara A. Temm  
 Barbara A. Temm, Co-Chairman

Thomas M. Berra  
 Thomas M. Berra

Stanley J. Crain  
 Stanley J. Crain

Herman H. Hummert  
 Herman H. Hummert

Larry A. Fluttagger  
 Larry A. Fluttagger

PAPER, ALLIED-INDUSTRIAL  
 CHEMICAL ENERGY WORKERS  
 INTERNATIONAL UNION

BY: Ronald J. Wilkey  
 Ronald J. Wilkey  
 International Representative

## **STATEMENT OF POSITION 1/12/76**

### **Unions' Sick Leave Proposal**

In these as in our two previous negotiations, sick leave has been an issue. The sick leave issue has, we believe, presented the parties with a major obstacle to obtaining agreements.

Union and Company negotiators have devoted considerable time and effort to finding a mutually acceptable means of resolving this issue.

The continuing existence of this issue has detracted the Union's negotiators from focusing their full attention towards attempting to negotiate on items of major concern to its members, and has struck a discordant note in the normal negotiating process between the parties.

In an earnest attempt to resolve this serious and continuing issue, the Union reaffirms the sole intent of the bi-lateral agreement which brought the present sick leave agreement into being.

Every member of Locals 5-6 & 5-194 must be aware that sick leave was initially agreed upon for the sole purpose of protecting employees from suffering a loss of pay in the event they became unable to work because of an illness or injury.

By agreement, only those employees who are absent from work because of a legitimate bon-a-fide, disabling injury or illness are entitled to sick leave payment. Any Union member who attempts to use sick leave for any other reason is in direct violation of the spirit and letter of the Labor Agreement.

The Unions have a legal and moral responsibility to adhere to the terms of the Labor Agreement. Therefore, the Unions cannot and do not condone any abuse of the sick leave provision.

The Unions support and encourage the Company efforts to enforce its right to police and enforce the sick leave control measures provided it by the language contained on page 17, Section F of the Local 5-6 Labor Agreement and page 18, Section G of the Local 5-194 Labor Agreement.

Moreover, the Unions offer to engage in continuing top level meetings with management, for the purpose of developing means to eliminate any abuse of sick leave which may exist, and will join with management in communicating to the members of the Unions, in joint letters, the seriousness of any violation of the sick leave agreement.

LACLEDE GAS COMPANY

By Clark M. Rainey  
Clark M. Rainey  
Vice President

OIL, CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION, Local 6-4

By Don Layton  
Don Layton, President

OIL, CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION, Local 6-194

By Angelo D'Angelo  
Angelo D'Angelo, President

By Contract Committee

R. C. Tibbs  
R. C. Tibbs, Co-Chairman

By Contract Committee

Glennon Hickey  
Glennon Hickey, Co-Chairman

R. C. Tibbs  
R. C. Tibbs, Co-Chairman

J. Diamentini  
J. Diamentini

Glennon Hickey  
Glennon Hickey, Co-Chairman

E. A. McFarland  
E. McFarland

R. Rydzki  
R. Rydzki

O. Rothwell  
O. Rothwell

Richard D. Ruggieri  
Rich Ruggieri

Jack White  
J. White

E. Bixby  
E. Bixby

OIL, CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION

By Gene Applebaum Jr.  
Gene Applebaum  
International Representative

# APPENDIX

## JOB RATE RANGE SCHEDULE

### LOCAL 5-194

#### GENERAL ACCOUNTING DEPARTMENT

		Hourly Rate Range							
		Effective Minimum	08/01/00 Maximum	Effective Minimum	08/01/01 Maximum	Effective Minimum	08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
770	Stenographer .....	\$ 9.432	\$17.552	\$ 9.691	\$18.035	\$ 9.958	\$18.531	\$10.232	\$19.041
073	Senior Payroll Clerk-Typist .....	10.169	18.460	10.449	18.968	10.736	19.490	11.031	20.026
010	Office Messenger .....	8.582	16.378	8.818	16.828	9.060	17.291	9.309	17.767
009	Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736
007	Accounting Clerk .....	9.432	17.684	9.691	18.170	9.958	18.670	10.232	19.183
004	Senior Payroll Clerk .....	10.169	18.460	10.449	18.968	10.736	19.490	11.031	20.026
002	Statistical Typist .....	10.395	18.460	10.681	18.968	10.975	19.490	11.277	20.026
001	Junior Accountant .....	13.001	21.338	13.359	21.925	13.726	22.528	14.103	23.148

#### CUSTOMER ACCOUNTING AND COLLECTION DEPARTMENT

##### Customer Accounting Division

771	Clerk .....	\$ 9.070	\$17.272	\$9.319	\$17.747	\$9.575	\$18.235	\$9.838	\$18.736
770	Stenographer .....	9.432	17.552	9.691	18.035	9.958	18.531	10.232	19.041
031	Accounting Records Clerk .....	10.230	18.600	10.511	19.112	10.800	19.638	11.097	20.178
030	Senior Accounting Records Clerk .....	11.478	19.904	11.794	20.451	12.118	21.013	12.451	21.591
009	Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736

**CUSTOMER ACCOUNTING AND  
COLLECTION DEPARTMENT (Cont.)**

	Effective Minimum	08/01/00 Maximum	Effective Minimum	Hourly Rate Range		08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
				08/01/01 Maximum	Effective Minimum			
<b>Collection Division</b>								
086 Special Collector and Special Clerk . . . . .	\$12.183	\$20.996	\$12.518	\$21.573	\$12.862	\$22.166	\$13.216	\$22.776
044 Credit Clerk . . . . .	9.989	17.893	10.264	18.385	10.546	18.891	10.836	19.411
043 Collector . . . . .	11.672	20.130	11.993	20.684	12.323	21.253	12.662	21.837
041 Special Collector . . . . .	12.183	20.592	12.518	21.158	12.862	21.740	13.216	22.338
040 Special Investigator . . . . .	12.705	21.127	13.054	21.708	13.413	22.305	13.782	22.918
039 District Representative . . . . .	12.897	21.127	13.252	21.708	13.616	22.305	13.990	22.918
038 General Representative . . . . .	13.426	21.675	13.795	22.271	14.174	22.883	14.564	23.512
<b>Cashiers and Mailing Division</b>								
029 Mail Messenger . . . . .	\$ 8.582	\$16.378	\$ 8.818	\$16.828	\$ 9.060	\$17.291	\$ 9.309	\$17.767
025 General Relief Clerk . . . . .	9.789	17.869	10.058	18.360	10.335	18.865	10.619	19.384
024 Teller . . . . .	10.080	18.049	10.357	18.545	10.642	19.055	10.935	19.579
023 Plant Messenger . . . . .	9.789	17.869	10.058	18.360	10.335	18.865	10.619	19.384
022 General Clerk . . . . .	10.719	18.831	11.014	19.349	11.317	19.881	11.628	20.428
021 Head Teller . . . . .	10.799	18.906	11.096	19.426	11.401	19.960	11.715	20.509
<b>Meter Reading Division</b>								
771 Clerk-Typist Clerk . . . . .	\$ 9.669	\$17.928	\$ 9.935	\$18.421	\$10.208	\$18.928	\$10.489	\$19.449
045 Meter Book Clerk . . . . .	11.376	19.753	11.689	20.296	12.010	20.854	12.340	21.427

## INFORMATION SYSTEMS DEPARTMENT

	Effective Minimum	08/01/00 Maximum	Effective Minimum	Hourly Rate Range		08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
				08/01/01 Maximum	Effective Minimum			
<b>Computer Operations and Tabulating Division</b>								
056 Messenger .....	\$ 8.582	\$16.378	\$ 8.818	\$16.828	\$ 9.060	\$17.291	\$ 9.309	\$17.767
055 Data Processing Equipment Data Entry.....	10.799	19.222	11.096	19.751	11.401	20.294	11.715	20.852
054 Data Processing Equipment Operator .....	10.799	19.222	11.096	19.751	11.401	20.294	11.715	20.852
053 Data Processing Equipment Operator— Night Emergency .....	11.192	20.016	11.500	20.566	11.816	21.132	12.141	21.713
052 Head Data Equipment Operator.....	12.075	20.541	12.407	21.106	12.748	21.686	13.099	22.282
050 Console Operator .....	12.454	22.652	12.796	23.275	13.148	23.915	13.510	24.573
<b>Data Entry Division</b>								
058 Data Entry Operator .....	\$10.045	\$18.323	\$10.321	\$18.827	\$10.605	\$19.345	\$10.897	\$19.877
057 Head Data Entry Operator.....	10.799	19.222	11.096	19.751	11.401	20.294	11.715	20.852

## CUSTOMER RELATIONS DEPARTMENT

770 Stenographer .....	\$ 9.432	\$17.552	\$ 9.691	\$18.035	\$ 9.958	\$18.531	\$10.232	\$19.041
049 Customer Contact PBX .....	9.432	17.764	9.691	18.253	9.958	18.755	10.232	19.271
048 Service Representative—Clerical .....	10.740	19.083	11.035	19.608	11.338	20.147	11.650	20.701
047 Service Representative—Telephone—Night.	11.151	19.460	11.458	19.995	11.773	20.545	12.097	21.110
046 Service Representative—Telephone.....	11.391	19.753	11.704	20.296	12.026	20.854	12.357	21.427
035 Service Representative—Correspondence ..	10.994	20.130	11.296	20.684	11.607	21.253	11.926	21.837
033 Service Representative—Inspector.....	12.075	20.479	12.407	21.042	12.748	21.621	13.099	22.216
009 Typist Clerk.....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736

## LABORATORY

	Effective Minimum	08/01/00 Maximum	Effective Minimum	Hourly Rate Range		08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
				08/01/01 Maximum	Effective Minimum			
075 Mechanical Technician .....	\$12.256	\$21.960	\$12.593	\$22.564	\$12.939	\$23.185	\$13.295	\$23.823
068 Laboratory Technician .....	12.256	21.960	12.593	22.564	12.939	23.185	13.295	23.823
009 Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736

## PURCHASING AND MATERIALS MANAGEMENT DEPARTMENT

016 Inquiry and Order Typist .....	\$ 9.558	\$17.684	\$ 9.821	\$18.170	\$10.091	\$18.670	\$10.369	\$19.183
015 Price Clerk .....	10.276	18.973	10.559	19.495	10.849	20.031	11.147	20.582
014 Senior Price Clerk .....	10.785	19.488	11.082	20.024	11.387	20.575	11.700	21.141
009 Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736
072 Stores Clerk .....	9.432	17.492	9.691	17.973	9.958	18.467	10.232	18.975
071 Stenographer — Clerk .....	9.789	17.869	10.058	18.360	10.335	18.865	10.619	19.384
070 Miscellaneous Stores Clerk .....	9.956	18.249	10.230	18.751	10.511	19.267	10.800	19.797
069 Special Stores Clerk .....	10.276	18.654	10.559	19.167	10.849	19.694	11.147	20.236

## SALES DEPARTMENT

771 Clerk .....	\$ 9.070	\$17.272	\$ 9.319	\$17.747	\$ 9.575	\$18.235	\$ 9.838	\$18.736
770 Stenographer .....	9.432	17.552	9.691	18.035	9.958	18.531	10.232	19.041
009 Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736

## DRAFTING DEPARTMENT

	Effective Minimum	08/01/00 Maximum	Effective Minimum	Hourly Rate Range		08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
				08/01/01 Maximum	Effective Minimum			
770 Stenographer .....	\$ 9.432	\$17.552	\$ 9.691	\$18.035	\$ 9.958	\$18.531	\$10.232	\$19.041
085 Senior Draftsman .....	14.638	23.307	15.041	23.948	15.455	24.607	15.880	25.284
084 Apprentice Draftsman .....	9.789	18.249	10.058	18.751	10.335	19.267	10.619	19.797
083 Records Draftsman .....	11.257	19.810	11.567	20.355	11.885	20.915	12.212	21.490
082 Field Representative .....	11.568	20.149	11.886	20.703	12.213	21.272	12.549	21.857
081 Senior Field Representative .....	12.133	21.157	12.467	21.739	12.810	22.337	13.162	22.951
080 Layout Draftsman .....	12.378	20.990	12.718	21.567	13.068	22.160	13.427	22.769
079 Construction Draftsman .....	13.510	22.140	13.882	22.749	14.264	23.375	14.656	24.018
078 Head Stenographer .....	9.973	18.075	10.247	18.572	10.529	19.083	10.819	19.608
019 Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736
018 Application and Order Clerk .....	9.432	17.684	9.691	18.170	9.958	18.670	10.232	19.183
017 Records and Field Clerk .....	9.616	18.375	9.880	18.880	10.152	19.399	10.431	19.932
012 Information Clerk .....	9.408	17.611	9.667	18.095	9.933	18.593	10.206	19.104
009 Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736

## DISTRIBUTION DEPARTMENT—CLERICAL

064 Relief Clerk .....	\$ 9.702	\$18.151	\$ 9.969	\$18.650	\$10.243	\$19.163	\$10.525	\$19.690
063 Permit and Order Clerk .....	10.446	18.905	10.733	19.425	11.028	19.959	11.331	20.508
062 Dispatching Clerk .....	10.681	19.254	10.975	19.783	11.277	20.327	11.587	20.886
009 Typist Clerk .....	9.070	17.272	9.319	17.747	9.575	18.235	9.838	18.736
008 Stenographer .....	9.432	17.552	9.691	18.035	9.958	18.531	10.232	19.041
005 Diversion Control Clerk .....	11.526	20.053	11.843	20.604	12.169	21.171	12.504	21.753

## TRANSPORTATION DEPARTMENT

	Effective Minimum	08/01/00 Maximum	Effective Minimum	Hourly Rate Range		08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
				08/01/01 Maximum	Effective Minimum			
771 Clerk.....	\$11.802	\$20.185	\$12.127	\$20.740	\$12.460	\$21.310	\$12.803	\$21.896

## METER DEPARTMENT

771 Clerk.....	\$11.192	\$19.574	\$11.500	\$20.112	\$11.816	\$20.665	\$12.141	\$21.233
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## ST. CHARLES—CLERK

067 Distribution Clerk.....	\$10.347	\$19.352	\$10.632	\$19.884	\$10.924	\$20.431	\$11.224	\$20.993
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**Membership Meetings  
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