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LABOR AGREEMENT

Between

Union Electric Company

And

International Union of Operating Engineers, Local Union No. 148

This Agreement made and entered into by and between Union Electric Company, a corporation organized and existing under the laws of the State of Missouri, its successors or assigns (hereinafter referred to as the Company), for such of its employees as are covered by this Agreement, and International Union of Operating Engineers, Local Union No. 148 (hereinafter referred to as the Union), affiliated with the AFL-CIO, extending the Agreement dated the 26th day of July, 1946, by and between the parties hereto, as hereinafter amended.

WITNESSETH: This agreement shall be binding upon the successors and assigns (hereinafter "successors") of the Employer and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the sale, conveyance, transfer, lease, assignment, consolidation or merger of the employer's operation covered by this Agreement.

If, during the term of this Agreement, the Company should sell its business, acquire another business, or merge its business with another employer, under such circumstances that such new owner and operator of the Company's business or the surviving business would be a legal successor to the Company under the National Labor Relations Act, as amended, then in such event the parties agree that such successor employer shall assume this Agreement for the balance of its remaining term. The Company will not change its operation as described above without first securing an enforceable agreement with the successor to assume the Company's obligations under this Agreement.

The undersigned Company shall, following any sale, merger or discontinuance of its present business operation covered by the terms of this Agreement, have no further responsibility or obligations arising out of, or as a result of, this Agreement except if it is the surviving operating entity.

WITNESSETH: That for the purpose of facilitating the 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, subject to the applicable state and federal laws, as follows, to wit:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1 -- Employees Covered by This Agreement

For the purpose of collective bargaining, the Company agrees to negotiate and bargain exclusively with the Union, through its duly accredited officers and representatives, in respect to rates of pay, wages, hours of employment, and other conditions of employment for the production and maintenance employees of the Company comprising the appropriate unit, in Load Dispatching, Central Laboratory, and in the generating plants of the Company known as Ashley. Cahokla, Venice No. 1, Venice No. 2, Keokuk and Osage, (as certified by the National Labor Relations Board on December 18, 1945, in case Numbers 14-R-1186 and 14-R-1238 and as provided in the Stipulation dated April 16, 1946 in case 14-R-1397 between the Company and others) and any other employees for whom the Union may become certified by the National Labor Relations Board or similar production and maintenance employees for whom the Union has been or may become recognized by the Company as exclusive Bargaining Representative; but excluding all office clerical employees, timekeepers, stores clerks, relay testers, professional employees, quards, watchmen and all supervisors within the meaning of the Labor-Management Relations Act, as amended.

Section 2 -- Union Membership

Every employee subject to this Agreement shall, as a condition of employment, be or become a member of the Union on the thirtleth day following the effective date of this Agreement, or following the beginning of such employment, whichever is the later, and shall maintain such membership during the life of this Agreement provided that nothing herein contained shall require the Company to discriminate against an employee for non-membership in the Union if such membership was not available to such employee on the same

terms and conditions generally applicable to other members or against an employee with respect to whom membership in the Union shall have been denied or terminated for any reason other than his failure to tender the periodic dues and the initiation fees required as a condition of acquiring or retaining membership in the Union.

For purposes of this Section "membership" means the timely tender by the employee involved of uniform initiation fees and periodic dues. Compliance with these financial obligations shall constitute compliance with the union security requirements of this Section.

Section 3 -- Check-Off

Union dues will be checked off of pay only on the separate written order of the individual employee subject to revocation by him at any time by means of a separate written order. The Company will notify the Union at once on the receipt of any such notice of revocation.

Section 4 - Applicability in State of Iowa

Provisions of this Article which are contrary to or in conflict with the Iowa State Law (Senate File 109, Fifty-second General Assembly) shall be considered inoperative for the purposes of this Agreement, insofar as such provisions may apply to employment and operations in the State of Iowa, during the period this Law or any conflicting part thereof is in full force and effect.

ARTICLE 2

RECOGNITION OF THE COMPANY'S RIGHTS

Section 1 - The Company's Rights

The Union recognizes, subject to the qualifications hereinafter set forth, that the management of the Company, the direction of the working forces, the determination of the number of men it will employ, the right to hire, suspend, discipline, promote, demote or transfer and to discharge employees for cause or release for lack of work are vested in and reserved to the Company, provided, however, that the Company in its exercise of its foregoing rights to discharge,

suspend or discipline shall have proper justifiable and legitimate cause therefore, and provided further that any action or actions taken by the Company pursuant to the provisions of this Section of this Article with respect to releases because of tack of work, promotions, demotions, or transfers shall be in full conformity and compliance with the provisions of this Agreement and the same shall be subject to review, adjustment and settlement in conformity with provisions of Article 5 of this Agreement.

Section 2 -- Contract Work

The Company agrees that work now customarily performed by employees represented by the Union will continue to be available to them, unless this work is reduced or eliminated such as by changes in operating methods or procedures.

This provision shall not restrict the contracting out of:

Major construction projects, including additional work after startup of new generating facilities and associated equipment necessary to bring the overall facilities to fully operable condition, and modifications covered by warrantees.

Work beyond the skills of employees.

Work which should be handled by outside specialists in their respective fields.

Work caused by emergency conditions that result in a present threat to personnel or property.

Any other work which has historically been contracted.

Additionally, the Company may contract any work that cannot be performed by existing Company forces working on existing jobs or by temporary referral forces within the time required by the Company for completion of the work involved.

The Company has a substantial basic maintenance workload that must be carried on year in and year out. It is the Company's objective to maintain forces at a level sufficient, in its judgment, to perform the normal and basic workload expected in the maintenance of its generating facilities. In the planning of its forces, the Company recognizes that there will be requirements for overtime work, but the Company and Union believe that extensive overtime requirements are not in the best interest of the employees, the Company, or the Union. Tha

Company will not be required to work employees overtime before contracting work.

This section shall not be used for the purpose of reducing the size of the work force or for the purpose of replacing bargaining unit members with a contractor work force in the classifications affected by the contract work.

The Company agrees to meet quarterly with the Union to discuss contract work,

Upon finding a violation of this section of the Labor Agreement, the arbitrator may order an appropriate remedy, giving due consideration to all of the provisions of the collective bargaining agreement.

The above is applicable to all areas covered by this agreement except Lakeside, which is covered by the following.

LAKESIDE DISTRICT ONLY

The Union and its Lakeside members recognize the right of the Company to contract out work, provided that the Company shall not contract out any work if it would result in the lay off, or the continued lay off, of any Lakeside Bargaining Unit personnel in the job classification(s) affected by contract work.

The above shall not be used for the purpose of replacing bargaining unit members with a permanent contractor workforce in the classification(s) affected by the contract work.

The Company shall notify the Union as soon as possible when work is contracted out.

The Company will meet with the Union on a semi-annual basis to discuss contract work.

Should an arbitrator find that the Company has violated this section, he/she shall be permitted to fashion an appropriate remedy, giving due consideration to all of the provisions of the collective bargaining agreement.

ARTICLE 3

COOPERATION

Section 1 - In Good Faith

The Company and the Union jointly and mutually declare it to be their purpose and intention to carry out in good faith the provisions of this Agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions thereof.

Section 2 -- Continuity of Work

The Union agrees that under no conditions and in no event whatsoever will the employees covered by this Agreement, or any of them, cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company. The Company agrees on its part to do nothing to prevent such continuity of performance on the part of said employees insofar as such performance is required in the normal and usual operation of Company's property.

ARTICLE 4

UNION ACTIVITIES

Section 1 -- Leave of Absence of Union Officers

Accredited officers of the Union shall be given leave of absence without pay, but with no loss of seniority rights, for a period not to exceed ten consecutive days for the purpose of attending Union conventions or conferences or for other pertinent Union business, provided that no Union officer shall be granted such leave more than twice in any one year, and provided that not more than three employees in any one plant shall be absent at any one time for such purpose. It is understood that where possible, ten days' advance notice of such leave of absence will be given and in no event will such leave of absence be allowed without notice under circumstances which seriously interfere with the working schedules.

Any employee whose continued absence over a longer period is necessary because of his duties as an elected or appointed officer of the Union will be given leave of absence without pay for such purpose and he shall continue to accumulate seniority throughout such leave of absence. Any such employee may exercise his seniority rights on any vacancies to which his seniority may entitle him. Upon his retirement from such office he shall be entitled to return to his old position or to a position of the same classification at an equal level or to the position to which he bid, provided he reports within thirty (30) days from the time his term in such office expires, unless prevented by personal sickness, accident or circumstances beyond his control.

Section 2 - Union Activities

The Company agrees there will be no discrimination against any employees for legitimate Union activities, and the Union agrees that this shall not be construed to give the Union or its mainbers rights to coerce, intimidate or fail to cooperate with employees of the Company who may not be its members.

Accredited representatives of the Union may visit the plants or jobs during working hours by arrangement with the plant or division managers in case any claim is made that the provisions of this Agreement are not being followed.

The shop stewards shall have the right to inspect timekeepers' records in the event of disagreement as to the amount due or paid to any employee.

Shop stewards may confer with employees in their respective groups or with Company representatives for the purpose of settling differences and any time lost from regular work for this purpose will be compensated for by the Company.

The Company and Union recognize and agree that, where it is possible to do so, shop stewards have the obligation and responsibility to inform their supervisors when it is necessary for them to leave their assigned work areas in order to confer with employees in their respective work groups or with Company representatives for the purpose of settling differences.

Shop stewards shall not leave their assigned work areas at a time which would prevent continuation of an emergency job or which would jeopardize the safety of the remaining employees on the job.

ARTICLE 5

SETTLEMENT OF DIFFERENCES

Should any difference arise between an employee or groups of employees under this Agreement, or the Union and a representative of the Company involving the application or interpretation of any provision of this Agreement, such matter shall be taken up with the Company in the following manner:

Section 1 -- Steps of Grievance Procedure

- Step 1. The Chief Shop Steward or group steward shall discuss the grievance with the appropriate Manager or his designated representative and attempt to reach a settlement. No grievance will be considered which is more than four weeks old untess it can be shown that neither the Union nor employee knew that a grievance did exist and in such cases the restitution, if any, shall be limited to four weeks before the grievance was filed. The Manager or his designated representative shall give his decision not later than ten (10) working days (exclusive of Saturday, Sunday, or Holidays) after the day on which the grievance was first presented. Duplicate forms consisting of comments by the Chief Shop Steward or group steward and the Manager or his designated representative, including the basic relevant facts of the case as then known to the parties should be filled out by the Chief Steward or group steward and the Manager or his designated representative involved. (Mutually approved forms to be supplied by the Company.)
- Step 2. If no settlement is reached in Step 1, the Business Manager, Business Representative, Chief Shop Steward or Shop Steward may request a meeting with the appropriate Vice President or his designated representative. This request shall be in writing and shall be made within twenty (20) working days (exclusive of Saturday, Sunday or Holidays) after receipt of the Company's decision in Step 1. They shall meet within twenty (20) working days (exclusive of Saturday, Sunday, or Holidays) of receiving said request, and attempt to reach a settlement. The appropriate Vice President, or his designated representative, shall give a written answer to the Union, within twenty (20) working days (exclusive of Saturday, Sunday, or Holidays) following the meeting. Grievances filed by the Union may be initiated at this step within the time limits stated in Step 1.

Grievances filed by the Union may be initiated at this step within the time limits stated in Step 1.

Step 3. If no settlement is reached in Step 2, the Business Manager (or his representative) may request a meeting with the Vice President -Industrial Relations, of the Company (or his designated representative). This request shall be in writing and shall be made within twenty (20) working days (exclusive of Saturday, Sunday, or Holidays) after receiving the decision in Step 2. They shall meet within twenty (20) working days (exclusive of Saturday, Sunday, or Holldays) of receipt of the Union request and attempt to reach a settlement. The Vice-President - Industrial Relations of the Company (or his designated representative) will answer the grievance in writing within twenty (20) working days (exclusive of Saturday, Sunday, or Holidays) of conclusion of the Step 3 meeting. The Union shall mail its answer, if any, to the Company within twenty (20) working days (exclusive of Saturday. Sunday, or Holidays) of receipt of the Company's Step 3 answer. If the grievance is not resolved as a result of the above-mentioned procedure, the grievance may be submitted to arbitration in accordance with the procedure outlined in Article 5, Section 2 of this Agreement.

Section 2 -- Arbitration

If either party desires to submit an unsettled grievance to arbitration, they shall do so in the following manner:

- Step 1. The party wishing to submit an unsettled grievance to arbitration shall notify the other party in writing within twenty (20) working days (exclusive of Saturday, Sunday, or Holldays) after completion of Step 3 of the Grievance Procedure.
- Step 2. The Company and Union shall alternate in the submission of panels consisting of three (3) arbitrators each, until twenty-one (21) arbitrators are mutually selected.

The twenty-one (21) arbitrators mutually selected shall comprise the permanent panel for the calendar year.

Step 3. At the end of each year, each party shall be allowed to remove one (1) arbitrator from the panel and the process stated above shall be followed in order to mutually select a replacement.

Anytime it becomes necessary to replace an arbitrator on the permanent panel because of circumstances beyond the control of the parties, then the process stated above shall also be used.

Step 4. Once twenty-one (21) arbitrators have been mutually agreed to, the names shall be shuffled and randomly picked to comprise twenty-four (24) panels of seven (7) arbitrators each. The panels shall be numbered consecutively.

Cases shall be assigned to these panels through a random drawing. Once a panel is drawn, it shall not be used again. After cases have been assigned to twelve (12) randomly drawn panels, twelve (12) new panels will be developed using the process in the preceding paragraph. These twelve (12) new panels shall be grouped with the remaining twelve (12) panels for random drawing. This process shall be continued as often as necessary through the calendar year.

The panels referenced above shall be used for arbitration requests received through the end of the calendar year. At the end of each calendar year twenty-four new arbitration panels will be comprised through the above procedure.

Step 5. After a case has been referred to a panel, the parties shall alternately strike from that panel until one (1) arbitrator remains to be assigned to the case. If the selected arbitrator cannot hear the case, the second to last name shall be selected and so on through the panel if required.

The duly constituted arbitrator shall proceed to consider the grievance submitted to arbitration at the earliest possible date. He shall confine himself to matters involving the meaning, interpretation, application, or performance of this Agreement and past practice thereunder. He shall have no power to add to or to subtract from or modify any provisions of this Agreement.

It is understood and agreed between the parties to this Agreement that the question of wage rates to be effective at the end of any contract period shall not be made a subject of arbitration unless otherwise agreed to by the parties hereto.

The decision of the arbitrator shall be final and binding. The arbitrator shall render his decision as expeditiously as possible following the close of the hearing or the receipt of a transcript and any post-hearing briefs.

Each party shall bear the expenses and fees of its witnesses, counsel and any other expenses it may incur. The parties shall jointly share the expenses and fees of the arbitrator and any other expenses mutually agreed upon.

Section 3 -- Time Limits

On any grievance filed by the Union, should the Company be untimely in any of the steps of the grievance procedure, the grievance shall be considered granted. Should the Union be untimely in any of the steps of the grievance procedure, the grievance shall be considered waived. On any grievance filed by the Company, should the Company be untimely in any of the steps of the grievance procedure, the grievance shall be considered waived. Should the Union be untimely in any of the steps of the grievance procedure, the grievance shall be considered granted.

It is understood and agreed that the time limitations referred to in the above ghevance procedure may be extended by mutual consent in writing of the parties concerned. It is also understood and agreed that one or more steps in the grievance procedure above may be waived by mutual consent of the Company and the Union.

ARTICLE 6

ADJUSTMENT OF COMPANY COMPLAINTS

Any complaint originated by the Company Involving any grievance or dispute as to the terms and provisions of this Agreement or interpretation thereof or compliance therewith by employees under this Agreement or by the Union and its members, shall be stated in writing and presented in person or by registered mail by the Company to the officers of the Union. Any such complaint so presented by the Company shall receive immediate consideration by said officers and the Business Manager and, if possible, a settlement shall be arrived at within a period of ten days after date of the filling of such complaint. In case no settlement can be arrived at between the Company and the Union's officers and the Business Manager within sald period of ten days, or within such additional period as may be mutually agreed upon, the matter in dispute may then, at the request of the Company, be submitted to arbitration in accordance with Article 5 Section 2.

ARTICLE 7

SENIORITY

Section 1 - Definition

Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to the preferences provided for in this Agreement.

Section 2 - Plant Seniority

Seniority accruing as a result of employment within a particular plant is termed "Plant Seniority."

Section 3 - Local Union Seniority

Seniority accruing as a result of employment within any plant of the Company under the jurisdiction of the Local Union is termed "Local Union Seniority."

Section 4 -- System Seniority

Seniority accruing as a result of employment with the Union Electric Company, its predecessors, and properties acquired prior to the effective date of this Agreement is termed "System Seniority."

Section 5 -- Determination of Seniority as of Effective Date of this Agreement

Each employee covered by this Agreement shall have as Plant Seniority, Local Union Seniority and System Seniority, the seniority indicated as Plant Seniority, Local Union Seniority and System Seniority, respectively, on the seniority lists posted as of the effective date of this Agreement.

The seniority as defined above for employees who were hired prior to July 1, 1942, shall be the seniority as developed under the Agreement dated October 18, 1941. The seniority as defined above for employees who were hired after June 30, 1942, shall be the seniority from the date of employment. Employees who left the service during the term of the Agreement dated October 18, 1941, or subsequent thereto, and later returned to the employment of the Company shall return as new employees except as provided in Sections 7 and 12 of this Article.

Section 6 - Seniority of New Employees

The right to release and subsequently rehire employees during their first tweive (12) months of employment shall be vested exclusively in the Company without regard to any other provisions in this Agreement. The Company shall have the right to exercise its own judgment during this period as to fitness for retention as a regular employee, but aside from the foregoing, nothing in this paragraph shall act to prevent any such employee; during the first tweive (12) months of his employment, from obtaining adjustments of grievances as provided in Article 5.

All employees hired by the Company shall be considered as temporary employees for twelve (12) months, except in cases where the Company and the Union agree that the period of temporary service should be extended beyond that time, subject to the provisions of any subsequent labor agreement entered into by the Company and the Union. For the purpose of determining seniority

for such employees, they shall be added to the seniority lists as of the date of their employment.

Section 7 -- Seniority of Employees Serving in the Defense of the United States

In accordance with federal law, all regular employees who are serving in the defense of the United States, except those hired to fill a military vacancy, shall retain all seniority and shall continue to accrue seniority until expiration of the period prescribed by applicable federal law as the period during which the employee must apply for return to active employment by the Company. Any such employee who, if qualified, makes application to return to active employment within such prescribed period, shall be restored to employment as provided by law and shall not be discharged except for cause during the period in which such discharge is pronibited by applicable federal law.

Any such employee required to leave his job with the Company as a result of conscription of labor under federal law or regulations shall be considered as serving in the defense of the United States and shall be entitled to all the benefits provided by this Section.

Section 8 -- Lines of Promotion

For the purposes of establishing methods for promotions, demotions and necessary layoffs because of fack of work, lines of promotion in occupational groups within plant and department classifications have been established wherever practicable. These lines of promotion are a part of this Agreement and are shown in the Appendix hereto.

Lines of promotion have been established in the following plants and departments:

- Venice Plant including Howard Bend Plant
- 2. Osage Plant
- 3. Keokuk Plant
- 4. Meramec Plant
- 5. Energy Supply
- 6. Laboratory Services
- 7. Taum Sauk Plant
- 8. Sioux Plant
- 9. Labadie Plant
- 10. Rush Island Plant
- 11. Callaway Plant
- 12. Dorsett Interplant Maintenance Headquarters
- 13. Motor Transportation Lakeside District
- 14. Regional West Lakeside District

Any changes in the foregoing lines of promotion or occupational group classifications will be arrived at by agreement between the Company and the Union.

Section 9 -- Movement through Lines of Promotion

Promotions

Promotions shall be made one level at a time within the lines of promotion, and shall be based on Plant Seniority and ability. Ability being sufficient, Seniority shall govern. Consideration for such promotions shall be made first in the next lower level of the line of promotion below the level in which the vacancy exists; and if this produces no qualified candidate, this process will be continued through the succeeding lower levels until the bottom level has been considered. However, if there are two or more job classifications on the same level, employees on such job classifications, if qualified, shall have prior rights to any job vacancy within the same level before considering the next lower level of the promotional series. In the event that two or more qualified employees have equal Plant Seniority, Local Union Seniority shall govern. If Plant and Local Union Seniority shall govern. The Union's

representatives may discuss the ability of any employee with the appropriate Manager.

Employees listed in line of promotion shall be canvassed in seniority order. If an employee refuses to indicate whether he accepts or declines the promotional opportunity, he will be allowed one (1) working day in which to give his answer. An employee who fails to give his answer on his next scheduled working day shall be considered to have declined the promotional opportunity and thereby shall have no further rights to this promotional opportunity. However, this will have no effect on his rights for future promotional opportunities. Once an employee has stated that he accepts or declines the promotional opportunity, he shall sign a statement to that effect and will not be allowed to change his decision.

An employee on a protected wage rate who has declined the promotional opportunity when first offered, shall be allowed one (1) day to reconsider his decision after it has been definitely determined that by declining the promotional opportunity he will lose his protected rate status.

When the Company and the Union cannot agree as to the sufficiency of the ability of any employee to move up through a line of promotion, the employee shall be given a training period not to exceed two weeks on the job to be filled and the Company will then test the employee on the training received.

If the Company and the Union then cannot agree as to the sufficiency of the ability of a senior candidate for the job to be filled, the disagreement shall, at the request of either party, be handled as a grievance. In instances where, in the opinion of the Company, the work performance of the job must be done, and a question is raised concerning the sufficiency of the ability of the employee, who in the opinion of the Union is the senior qualified employee, the job is to be filled in that Instance, if deemed necessary by the Company, pending the settlement of the disagreement, by the employee considered by the Company to be the senior qualified employee.

In the exercise of seniority rights in any line of promotion concerned, on the basis of Plant Seniority, second claim shall be had by all other employees in the same plant on the basis of Plant Seniority, and third claim shall be had by employees in other plants in the System under jurisdiction of the Union on the basis of Local Union Seniority. In the event that two or more qualified

employees in the second-claim groups have equal Plant Seniority, Local Union Seniority shall govern; and if Local Union Seniority is equal, System Seniority shall govern. If two or more qualified employees in the third-claim group have equal Local Union Seniority, System Seniority shall govern.

Demotions

When demotions are made, employees shall be demoted one level at a time within the lines of promotion based on least Plant Seniority. When such demotion results in too many employees in the next lower level, the employee or employees with the least Plant Seniority, including the employee or employees just demoted from the higher level, shall move down to the next level. If necessary, this process will be continued down through the remaining levels until the required number of employees have been demoted or transferred to other vacancies within the plant.

Should it be necessary to transfer an employee or employees to other locations, the employee or employees in the bottom job or jobs in the plant, including those just demoted with the least Plant Seniority, shall be transferred. When more than one location is available for employees to transfer to, employees shall select such locations based on Local Union Seniority, qualifications being sufficient.

For the purpose of demotion, employees demoted from the starting level of a line of promotion shall have the option of exercising their Plant Seniority to move to either Power Station Porter, Power Station Laborer, Hydro Station Janitor and Guide, or Porter and Guide - Osage, as the case may be.

Section 10 - Seniority in Event of Layoff

In the event of layoffs, those employees with the least amount of Local Union Seniority in the entire group of employees represented by the Union shall be laid off.

After effecting such tayoffs, any vacancies resulting therefrom involving jobs other than Power Station Laborer, Power Station Porter, Hydro Station Janitor and Guide, or Porter and Guide - Osage shall be filled in line of promotion in each plant in accordance with the provisions of Section 9 of this Article under "Promotions". Any succeeding vacancies resulting from such promotions shall

be filled in a similar manner. If a vacancy resulting from a layoff occurs in any job at a starting level, or in any job not in line of promotion, said vacancy shall be filled in accordance with the provisions of Section 16 - Bidding Procedure of this Article.

After the foregoing adjustments because of vacancies resulting from layoffs have been made, the remaining vacancies, wherever they may be, shall be filled by the remaining employees on the basis of Local Union Seniority, qualifications being sufficient.

Section 11 -- Seniority of Employees Transferred Because of Layoffs

Employees who transfer to another plant in accordance with the procedure outlined in Section 10 of this Article will accrue Plant Seniority as follows:

- a. If the plant from which the transfer is made remains in operation, employees transferred because of tayoff will be considered as temporary employees in the plant to which they transfer and continue to accrue seniority in the plant from which they transferred until they:
 - 1. Accept an opportunity to return to their former plant, or;
 - Bid and are accepted for a job in the plant to which they
 transferred. In the event of such bid and acceptance, Plant
 Seniority will accrue from the date of transfer and Plant Seniority in
 his former plant will cease to accrue as of that date, or:
 - Decline an opportunity to return to their former plant. In such instances, the act of declining shall be considered as acceptance of regular status in the job and plant to which the transfer was made and Plant Seniority will be established as described in (2) above.
- b. If the plant from which the transfer is made goes out of operation permanently, all employees transferring from that plant will begin to accrue Plant Seniority in the plant to which they transfer from a common date of acceptance to be determined by the Company and the Union at the time layoffs are made.

Section 12 -- Seniority Rights for Reemployment

Employees laid off because of tack of work shall retain their seniority if they return to the employ of the Company within thirty (30) days after notification by the Company that reemployment is available. Communications sent to the addresses last given to the Company shall constitute proper notification. The Union will be informed of all such notifications.

Seniority shall govern in the matter of rehiring as provided for in the preceding paragraph of this Agreement, and when adding to the forces, employees laid off shall be given first consideration for reemployment in any plant when a vacancy occurs. If available under the conditions mentioned in the preceding paragraph, qualifications being sufficient and provided they are physically qualified to return to work, employees will be reemployed in Local Union Seniority order as accrued by each employee at the time he was laid off.

An employee who has been laid off from a plant and is reemployed in another plant under the Seniority provisions of this Section shall resume the accrual of seniority in the plant from which he was laid off from the date of reemployment and shall be considered to be a temporary employee at the plant in which he was reemployed until:

- The reemployed employee has accepted an opportunity to return to his former plant, or;
- b. Bids and is accepted for a job in the plant at which he was reemployed. In the event of acceptance for a job in the plant at which he was reemployed, Plant Seniority shall accrue from the date of reemployment in that plant and Plant Seniority in his former plant shall be considered as having ceased to accrue as of the date of his layoff, or:
- c. Has declined an opportunity to return to his former plant. In such instance, he shall be considered as having accepted regular status in the job and plant in which he was reemployed and his seniority shall then be handled as described in (b) above.

The foregoing provisions of this Section 12 with respect to reemployment and retention of seniority upon reemployment shall not be applicable to any former employee who shall have elected to receive dismissal pay as provided in Section 26 of Article 16.

Section 13 -- Seniority in Event of Regular Transfer

When a transfer is made from one plant to another, the employee being transferred shall retain his accrued Plant Seniority in the plant which he left, ending with the date of acceptance for the job in the plant to which he transfers and shall begin to accrue Plant Seniority in the plant to which he transferred from this same date of acceptance.

An employee who has bid on and been accepted for transfer to a job in his resident plant or to a job in another plant except a new plant for which the Union is recognized by the Company as the bargaining unit shall, as of the date of his acceptance, be considered an employee in the plant to which he will transfer insofar as regular job vacancies are concerned. However, during the interim period between date of acceptance and actual transfer to another plant or to another job in the resident plant, such employee may be considered for temporary assignments as follows:

- Relief work which the employee began before acceptance to a job in another plant or before acceptance to another job in his resident plant.
- Temporary assignments because all other qualified employees have already been assigned.

Employees accepted for the initial manning of a new plant for which the Union is recognized by the Company as the bargaining unit may continue to accept relief work and temporary assignments until they are actually transferred to the new plant.

In a new plant for which Local Union No. 148, 1.U.O.E., is recognized as the bargaining unit, earned seniority for all employees involved in the initial manning of such plant shall start on the date the first employee is accepted for a job in the new plant without regard to the date on which such employees actually report to the plant and begin work. The initial manning period shall end on the date that the first unit of the plant is placed in commercial operation. The Company will inform the Union when the date of commercial operation is established. After the end of the "initial manning" period, employees trans-

ferring to such plant shall earn seniority under the provisions of the first paragraph of this Section. However, if at such plant, additional job classifications are created prior to the date of commercial operation for the second unit of such plant, employees transferring to initially fill such classifications shall begin to accrue Plant Seniority in such plant on the above established date, or on the date of employment under this Agreement, whichever is the later. The Company shall announce the names of the Operations Supervisors selected for the new plant and their replacements prior to the processing of bid lists for operating jobs in the new plant. If, for some reason, the Company has not been able and will not be able to name the replacements for any Operating Supervisor, the matter will be discussed and resolved with the Union before proceeding with the processing of bid lists.

Section 14 - Seniority in Event of Temporary Transfer

If the Company elects to temporarily transfer an employee, his seniority shall continue to accrue in his original plant group. A temporary transfer shall be understood to mean a transfer made necessary by emergency or inability of the Company to otherwise fill the job and this paragraph shall not be invoked by the Company to enforce transfers for a longer period than is necessary for the proper maintenance of service by the Company. It is understood by the Union that it is incumbent on any of its members to accept temporary transfers to any work they can do in such circumstances, and it is understood by the Company that seniority rights may be exercised by employees capable of filling temporary jobs in respect to acceptance thereof.

Section 15 - Seniority in Event of Transfer Outside Jurisdiction of the Union

Employees who bid on and have been accepted for a job outside the jurisdiction of the Union shall, as long as they remain in the Company's employ, retain their previously earned seniority to the date of their transfer to said jobs.

Section 16 - Bidding Procedure

Lists giving a description of a job vacancy, its qualifications, location of the work, and rate of pay will be posted on bulletin boards accessible to employees under this Agreement in the following circumstances:

- (a) When a vacancy occurs in a job classification not in an established line of promotion; or
- (b) In the event of the creation of a new job classification; or
- (c) Whenever a vacancy occurs within any line of promotion that cannot be filled by stepping up within that line of promotion; or
- (d) Whenever a vacancy occurs in the starting job(s) in a line of promotion.

Bid lists for such jobs will be made available for employees to sign at appropriate locations for 7 calendar days. The Company shall not be required to consider employees who at the time are absent on account of sick leave, vacation, or other valid reason will be given an opportunity to bid for the job providing they do so within fourteen (14) calendar days following their return to work.

Vacancies subject to bid shall be filled on the basis of seniority, ability and qualifications being sufficient. First claim shall be had by all employees in the plant where the vacancies are located on the basis of plant seniority.

Employees who have bid shall be canvassed in seniority order according to the bid list. An employee when canvassed whether at home or on the job will indicate whether he accepts or declines the job opportunity. An employee who fails to give his answer when canvassed shall be considered to have declined the job opportunity and thereby shall have no further rights to this job opportunity. However, failure to answer the canvass will have no effect on employees rights for future job opportunity. Once an employee has stated that he accepts or declines the job opportunity, he shall sign a statement to that effect and will not be allowed to change his decision.

An employee on a protected wage rate who has declined the job opportunity (promotion only) when first offered, shall be allowed one (1) day to reconsider his decision after it has been definitely determined that by declining the job opportunity (promotion only) he will lose his protected rate status.

When the Company and the Union cannot agree as to the sufficiency of the ability of any employee, an examination to test his ability shall be given. The

examination will be prepared by the Company and reviewed with the Union in order to insure that it constitutes a fair test of ability for the job involved.

Section 17 - Promotions and Transfers Accepted by Employees

If an employee accepts a promotion or transfer to a job classification having a single rate of pay, he shall be given, if necessary, a reasonable training period, covering all the duties of the job, of sufficient length to establish his filtness for the new job. During this training period, he shall receive his old rate of pay and on establishment of his fitness, or upon his working the job alone (whichever date occurs first), he shall receive the rate of the new job. If an employee accepts a promotion or transfer to a job classification having step rates, he shall receive the appropriate rate of the new job. If an employee accepts a promotion or transfer and is found fitted for the job, he cannot elect to return to his old job, but if on trial it is found he is not fitted for the new job, he shall be returned to his old job at his former rate of pay.

On or before thirty (30) working days from date the employee first works a job alone, the supervisor may declare him qualified or disqualified for permanent classification on the job, or, at that time, the supervisor and the Union may agree upon a further period of trial before the employee is declared qualified or disqualified.

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If an employee is accepted for a promotion through the bidding procedure or line of promotion to a job with an established higher rate of pay, and the employee has not been transferred to his new job within askty (60) days of his acceptance for the job, then his higher wage rate shall be established sixty (60) days from the date of acceptance for the job or sixty (60) days from the date on which the new job vacancy first existed, whichever is the later. It is recognized, however, that the beginning of a training period for the new job shall be considered as a transfer to the new job and that, during the training period, the employee shall receive his old rate of pay as provided in the first paragraph of this Section.

Section 18 - Seniority Lists

As soon as practicable after the execution of this Agreement, revised sonionity lists for all employees shall be prepared and posted on bulletin boards accessible to all employees, and it is understood the Company will cooperate with the Union in connection with the maintenance of seniority lists.

Section 19 -- Tied Seniority

In the event two or more employees are tied with identical Plant Seniority, Local Union Seniority, and System Seniority and a vacancy is to be filled within the Plant on the basis of Plant Seniority, such tie or ties will be broken by using the "Employee Number" of the tied employees. Seniority order will then be assigned in "Employee Number" order with preference going to the employee with the lowest "Employee Number" and so on through the list of tied employees.

In the event two or more employees are tied in Local Union Seniority and System Seniority, and the vacancy is to be filled on the basis of Local Union Seniority, such tie or ties will be broken by using the "Employee Number" of the tied employees. Seniority order will then be assigned in "Employee Number" order with preference going to the employee with the lowest "Employee Number" and so on through the list of tied employees.

The above shall not affect the seniority standing of employees whose seniority was previously established by lottery, flip of coin or any other method.

ARTICLE 8

WAGES

Section 1 - Wage Rates

Wage rates under this Amended Agreement shall be as set forth in the Appendix. Effective July 1, 2004, a general wage increase of three and one half percent (3.5%) shall be added to all wage rates in effect on June 30, 2004; effective July 1, 2005 a general wage increase of three and one half percent (3.5%) shall be added to all wage rates in effect June 30, 2005; effective July 1, 2006, a general

wage increase of three and one quarter percent (3.25%) shall be added to all wage rates in effect on June 30, 2006. These increases, effective July 1, 2006, shall continue in effect until June 30, 2007, and thereafter for the life of this Agreement unless amended to be effective July 1, 2007, or at the end of any contract period as provided in Article 18 of this Agreement.

Any employee who was receiving a rate of pay higher than the classified rate for his job, shall, effective on the above wage adjustment dates, so long as he remains on that job during the term of this Amended Agreement, be paid at his former rate of pay, increased by the amount of general increase applicable to the maximum classified rate of his job, as provided in this Article.

ARTICLE 9

OVERTIME

Section 1 -- Overtime Outside of Regularly Scheduled Hours and Overtime in Excess of Sixteen Hours

For all time worked during regularly scheduled working hours, except as hereinafter provided, straight time rates shall be paid.

For overtime worked outside of regularly scheduled working hours, except as hereinafter provided, time and three-quarters (1 3/4) rates shall be paid.

For overtime worked continuously immediately before or after a regularly scheduled eight (8) hour tour of duty, or for call out overtime, double time rates shall be paid.

For any time worked in excess of sixteen hours in any period of twenty-four hours, or until relieved, double time rates shall be paid. In arranging overtime, or calling employees at home to work overtime, the Company will not knowingly canvass an employee to work overtime if it will result in such employee working more than 16 continuous or non-continuous hours in a 24-hour period when other employees in the classification required are available. However, it is agreed that employees will not be required to work in excess of sixteen continuous hours, except that this limitation is not to be imposed in event no

other qualified employees are available, or in event of emergency such as flood, storm, fire, or electric system failure.

However, in all other cases, it is further understood that when an overtime job can be expected to be concluded a short time after the close of a continuous sixteen-hour work period, the foreman, after consultation with the men before the close of the sixteenth hour, will estimate the time at which the work will be concluded. If it is determined that the work will be concluded a short time after the close of a sixteen-hour work period, employees may be retained on the job up to one hour past sixteen hours in order to complete such work.

For lime worked on holidays, rates as provided in Article 10 Holidays, shall be paid.

An employee who has worked fifteen hours or more continuously (excluding lunch periods) shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If this rest period extends into his regularly scheduled working hours for four hours or more, he shall be excused from his regular tour of duty for that day and shall lose no pay thereby. If the rest period extends into his regularly scheduled hours by less than four hours, he shall be excused from that portion of his regular hours and lose no pay thereby.

In the event it is necessary to work an employee more than 16 non-continuous hours (excluding lunch periods) in a 24-hour period, the Company (at its option) may, upon release of the employee, grant an eight (8) hour rest period before he returns to work. The employee can consider the eight (8) hour rest period granted unless instructed prior to leaving work to report at an earlier time. If this rest period extends into his regularly scheduled working hours for four hours or more, he shall be excused from his regular tour of duty for that day and shall lose no pay thereby. If the rest period extends into his regularly scheduled hours by less than four hours, he shall be excused from that portion of his regular hours, and lose no pay thereby.

Section 2 -- Work Performed on Days Off

For overtime worked on an employee's weekly two days of rest (his "Saturday" and "Sunday") time and three-quarters (1 3/4) rates shall be paid. In the event that an employee works more than eight (8) hours continuously, time and three-quarters (1 3/4) rates shall be paid for the first eight (8) continuous hours and double time rates shall be paid for such continuous hours worked in excess of eight (8) hours. For call out overtime worked, double time rates shall be paid for all hours worked.

Section 3 - Overtime Rates in Lieu of Previous Practices

The Company and the Union agree that these overtime rates of pay are in full compensation for and in lieu of all previous overtime payment practices, including meal time allowances or funch periods.

Section 4 - Equal Distribution of Overtime

Insofar as is practicable all overtime work shall be distributed equally between employees in the same job classification in each occupational group in which overtime is necessary.

In arranging overtime, or calling employees at home to work overtime, the Company will call the senior employee to work overtime first; however, if the overtime balance is to be equalized the low man in overtime will be called. If unable to reach the low man, the next lowest man will be called.

No employee shall submit a grievance with respect to equal distribution of overtime unless the overtime records show a difference of four hours or more between his balance and that of an employee who has performed an overtime work assignment.

Prearranged overtime work assignments based on overtime standings the day the assignment is made shall not be affected by the occurrence of other overtime work required after such assignment but before such assigned work is performed. If another overtime assignment later arises, to be performed before the prearranged assignment, the employee low in overtime, who has been scheduled for the prearranged assignment, shall also be called for the interim assignment unless either (a) the interim assignment would interfere with the

performance of the prearranged job, or (b) if in the opinion of the foreman the performance of the prearranged job would change the status of the employee so that he will no longer be low man in the overtime standings.

If the employee is contacted and does not work the overtime, he will be charged in the red as time worked the same number of hours worked by the employee who had performed the necessary overtime work.

An employee who refuses to work the third successive double-over immediately following two successive double-overs within a forty-eight (48) hour period for which he had been forced to work (all within a seventy-two (72) hour period) shall not be charged with a refusal to work overtime; however, he will be expected to work such overtime in the event no other qualified employee is available, or in the event of emergency such as flood, storm, fire or electric system failure

An employee who leaves the job due to illness whether he is on a regular scheduled tour of duty or on overtime duty, or who reports off sick after leaving the job, shall be ineligible to work any overtime. An employee shall again be eligible for overtime immediately after the start of his first scheduled shift following his absence. Further, if he reports for his next regular scheduled tour of duty, he shall be charged in the red for any overtime occurring during this period to which his overtime standing would have entitled him.

An employee who refuses to provide the Company with a current telephone number shall be charged in the red, as time worked, with all the overtime hours he would have been eligible to work had he been contacted.

For prearranged overtime, an employee who is not at home when called, or no answer is received when his number is dialed, or is on suspension, shall be charged in the red as time worked the same number of hours worked by the employee who had performed the necessary overtime work as long as the employee is not scheduled to work a straight time shift between the time of the canvass and the overtime assignment.

For call out overtime (defined as requiring an employee to report to work in less than eight (8) hours), an employee who is not at home when called, or no answer is received when his number is dialed, or is on suspension, shall be

charged in the red the same number of hours worked by the employee who had performed the necessary overtime work.

In either case, employees who refuse the overtime will be charged in the red as time worked the same number of hours worked by the employee who had performed the necessary overtime work.

Employees who are afforded an overtime opportunity but do not work and are not replaced on the overtime assignment which is worked will be charged in the red the same number of hours that the employee would have been eligible to work.

An employee who is reporting to a work assignment will not be charged in the red for an overtime canvass which occurs within two hours of the start of the work assignment unless the employee has been contacted. Similarly, an employee who is feaving a work assignment will not be charged in the red for an overtime canvass which occurs within two hours of the completion of the work assignment unless the employee has been contacted.

All overtime records will be posted on the bulletin boards and kept up to date by the Company. At the end of each year, the low employee in overtime will be charged with zero and the other employees will be charged with the respective differences. Shop stewards may inspect overtime records at reasonable times.

It is agreed by the Union that when overtime results unexpectedly when an employee who started a straight time job is unable to finish same at his normal quilting time, and it is determined that several hours of overtime will be necessary to complete such job, then in such instances the man that started will be expected to complete such job. If, however, the employee does not finish the job on overtime, the low man in overtime of the same classification who is working in the Plant at the time will be contacted to complete such overtime work.

For the purpose of making clear the circumstances under which overtime rates shall be pald, the Company agrees that a day off legitimately under sick leave shall be considered a day worked, similarly, a day off because of death in the family, jury service, election judge or clerk, or a holiday, as specified in this Agreement, shall be considered a day worked.

Section 5 - Minimum Time Allowed if Called Outside Scheduled Hours

Any employee required to report for special jobs which fall in their entirety outside of regular schedule shall be paid a minimum of three hours' pay at the appropriate overtime rate, including travel time as defined herein, and if the work he is called to do be completed in less than three hours he shall not be required to do other work to complete three actual hours of work.

Section 6 -- Travel Time

An employee who is notified to report for emergency work shall be paid a travel time allowance of forty (40) minutes at the prevailing overtime rate. Travel time will be paid--

- When an employee at work is told to report back to work within less than eight hours after his regular quitting time. This shall not apply to instances when employees double over either before or after their regularly scheduled tour of duty.
- When an employee is notified at home to report to work in less than eight hours from the time of being called. This shall not apply to instances when employees double over either before or after their regularly scheduled tour of duty.

Section 7 - Employees Required to Standby for Overtime Work

An employee required to be available for work at a specified time outside of regular working hours, will, by so remaining in readiness receive a minimum of three hours' pay at time and three-quarters (1 3/4) starting from that specified time. If at the specified time the employee is not required to report, he may be required to standby for the remainder of the time within the three hour period without additional pay. If he is required to report at some later time, his working time shall begin at the time he was first required to be available, but this shall not prevent the Company from canceling the scheduled job, paying the three hour payment at time and three-quarters (1 3/4) time and subsequently scheduling another standby period at a later time.

Should if be necessary for good cause for an employee not to report for work as previously arranged, he shall not be entitled to any pay under the provisions of this section.

In the event scheduled overtime work is canceled prior to the employee leaving the Company's premises following the last regular or overtime tour of duty prior to the scheduled overtime work, no standby pay is payable, but if the scheduled overtime work is canceled after the employee has left the Company's premises, he shall be allowed three hours' pay at time and three-quarters (1 3/4) overtime rate.

Section 8 - Employees Regulted to Work Overtime Preceding a Scheduled Tour of Duty

When maintenance employees work overtime preceding a scheduled tour of duty and have worked two (2) hours or more which has extended to within one (1) hour or less of their scheduled tour of duty, a meal period shall be scheduled for the balance of the one (1) hour period prior to the start of the scheduled tour of duty but shall not interrupt the continuity of continuous over-time preceding a scheduled tour of duty.

ARTICLE 10

HOLIDAYS

Employees whose services are not essential to uninterrupted service will be allowed to be absent from duty without loss of pay on the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Martin Luther King Jr. Day will be observed on the third Monday in January; Presidents Day will be observed on the third Monday in Wemorial Day on the last Monday in May; and Veterans Day on November 11.

On all of the above holidays, any employee who is scheduled to work, whether he be on continuous rotaling shift work or regular day work, shall be paid time and one-half (1 1/2) rate for his scheduled eight (8) hour tour of duty on that day and double time rate for all additional work on the holiday. In addition, such an employee shall receive eight (8) hours' pay at the regular rate.

If a holiday falls on an employee's day off, he shall receive eight (8) hours' pay at the regular rate, whether or not he performs work on that day.

Should an employee who was not scheduled to work on the holiday be required to work on the holiday, he shall receive, in addition to the eight (8) hours' pay at the regular rate heretofore mentioned, the overtime rate of time and three-quarters (1 3/4) for the first eight (8) hours worked on the holiday and double time rate for any additional hours worked. For call out overtime worked, double time rate shall be paid for all hours worked.

It is the declared policy of the Company and the Union that no employees shall be required to work on holidays, except shift workers, and others who by reason of emergency, necessary repairs or service to the public are required to work. This shall not be interpreted by the Company to permit working employees whose work may be accomplished by working on days other than holidays or to avoid the payment of overtime.

Employees who are essential to the operation of the Company shall observe the holiday on the day of the holiday.

Employees who are scheduled to work a Monday-Friday schedule and who are not essential to the operation of the Company will observe a Saturday holiday on the preceding Friday and a Sunday holiday on the following Monday. When Christmas Eve Day (December 24) occurs on Friday, it will be observed on the preceding Thursday, and Christmas Day will then be observed on Friday. When Christmas Eve Day occurs on either Saturday or Sunday, it will be observed on the preceding Friday, and Christmas Day will be observed on the following Monday in both cases.

Employees who are scheduled to work on Saturday or Sunday of a week having a Saturday or Sunday holiday and who are not essential to the operation of the Company will observe the holiday on the day of the holiday.

ARTICLE 11

VACATIONS

The following rules shall cover vacations for all employees under this Agreement:

- Employees having less than one year of service on November 30 in any given year will receive no vacation in that year.
- Employees who complete one year of service as new employees (as set forth in Article 7 Section 5) after January 1, and prior to December 1 of any given year will receive one week's vacation in that year, subsequent to the date of the completion of one year of service.
- Employees having two years but less than seven years of service as new employees on December 31 of any given year will receive two weeks' vacation in that year.
- Employees having seven years but less than fifteen years of service as new employees on December 31 of any given year will receive three weeks' vacation in that year,
- Employees having fifteen years but less than twenty-three years of service as new employees on December 31 of any given year will receive four weeks' vacation in that year.
- Employees having twenty-three years but less than thirty years of service as new employees on December 31 of any given year will receive five weeks' vacation in that year.
- Employees having thirty years or more of service as new employees on December 31 of any given year will receive six weeks' vacation in that year.
- Five consecutive work days followed by two consecutive off days or as scheduled, shall constitute one week's vacation. Any employee may elect to split same three times during the term of this contract in or out of vacation season. If one split is desired the employee so desiring

shall make one selection as to choice of vacation, then wait for all other employees to select before he again has a second choice. If two splits are desired the employee so desiring shall wait for all other employees who have elected to split their vacation one time to select their second choice before he again has a third choice. If three splits are desired the employee so desiring shall wait for all other employees who have elected to split their vacation two times to select their third choice before he again has a fourth choice. Vacation selection notice shall be posted uniformly in all plants of the Company. After being posted for a period of seven calendar days, the employees will be contacted in seniority order to select their choice of vacation date. If he refuses to indicate his choice at that time he will be allowed one (1) working day to indicate his choice. An employee who fails to make his choice of vacation within one (1) working day will automatically be placed on the bottom of the seniority list for vacation selection dates and the next senior employee will then be contacted for choice of his vacation date.

Vacations shall be scheduled in full weeks except that after the vacation schedules have been established, at the request of the employee and subject to the provision that the absences will not interfere with the operating necessities of the Company and will not result in rescheduling of work or hours of other employees at premium or overtime rates of pay, employees may use up to ten (10) days of their vacation at the rate of one (1) to two (2) days at a time or in four (4) hour increments (must be the first 4 hours or the last 4 hours of the shift) provided that a written request for each exception is approved by the Manager or his designee. In cases where an advance written request is not feasible the vacation can be granted orally and then documented. However, an employee may use up to five (5) single days of vacation per year for sick leave only, in addition to the previously mentioned ten (10) days. Single days of vacation used for sick leave will be subtracted from a week of the employee's scheduled vacation and that vacation cannot be moved and will remain in place. Vacation shall not be started later than the close of the last scheduled shift for Saturday of the previous work week. If a holiday occurs during an employee's vacation, he shall receive eight (8) hours of additional pay at straight time for the day.

- Employees shall receive their regular pay during vacation, and they shall, at their request made at least seven (7) calendar days prior to leaving on vacation, be paid their pay for any pay period ending during their vacation.
- 10. Vacation season shall be generally understood to begin with the calendar week which includes April 1 and extend through the calendar week which includes December 31. By agreement between the Company and the employee, vacations may be taken at other times in the year.
- 11. Employees may elect to postpone up to one (1) week of their vacation allotment and take it in the following year. The employee's remaining vacation allotment may not be postponed from one year to another and become cumulative. Vacations may not be waived by employees and extra pay received for the work done during the vacation period, except:
 - When requested by the Company and only if agreed to by the employee and the Union, or
 - When an employee who is scheduled to retire during any given year elects to work up to his/her retirement date, or
 - c. When an employee who is scheduled to retire on January 1, or February 1, of any given year elects to work the entire preceding year.
 - 12. It is agreed that the choice of vacation periods is subject to the operating necessities of the Company. Insofar as choice of vacation date lies with the employee, Plant Seniority shall determine the order of choice.
 - 13. In the case of death, long term disability, resignation, termination of employment, layoff, military service, or retirement, an employee or his estate, as the case may be, will be granted his vacation pay if he has otherwise fulfilled preceding requirements for a vacation and has not taken such vacation and in the case of death, retirement, or military service will be granted pro rata vacation pay based on the number of months worked in that year.

14. The present practice of assigning choice of vacations by "vacation selection groups" of approximately ten (10) men shall be continued for the life of this Agreement.

"Rough schedule" vacation relief work is defined as work performed in specifically replacing an employee who is on vacation, and which requires change in schedule assignment. "Rough schedule" vacation relief men, however, shall be relieved during their own vacations by "smooth schedule" vacation relief men, who, for such relief work, will receive the "smooth schedule" vacation relief component as established beginning.

"Smooth schedule" vacation relief work is defined as work performed while on a higher job classification or work location in accordance with an established line of promotion which results indirectly from vacations, or when directly replacing a vacation relief employee away on vacation, and which requires change in schedule assignments.

The apportunity to perform "rough schedule" vacation relief work shall be offered on the basis of seniority, first to employees in the selection group on the job classification or work location in which the "rough schedule" vacation relief work is to be performed, then to qualified employees in the same vacation selection group on the next lower job classification or work location within the established line of promotion.

Employees assigned to "rough schedule" vacation relief work shall during the period of such assignment, and only in weeks in which they are performing as "rough schedule" vacation relief men, be paid at the rate of the job on which they are working plus a component of ten percent (10%) of said rate.

In instances where there are two or more job classifications or work locations in a "vacation selection group" an employee in a lower level of the line of promotion who is selected to perform "smooth" vacation relief in a higher level may also be permitted to perform "rough schedule relief" in his own classification or work location level.

The opportunity to perform "smooth schedule" vacation relief work in those job classifications or work locations within vacation selection groups where such work is necessary shall be offered on the basis of seniority, to qualified employees within the group classified on the next lower job classification or work location within the established line of promotion.

Employees assigned to "smooth schedule" vacation relief work shall, during the period of such assignment, and only in weeks in which they are performing as "smooth schedule" vacation relief men be paid at the rate of the job on which they are working, plus a component of four percent (4%) of said rate.

These components of ten percent (10%) and four percent (4%), respectively, are understood to be in lieu of any amount which might otherwise be payable under Section 2 of Article 14, Change in Schedule of Day Men, and Section 3 of Article 15, Change in Schedule of Shift Men, and it is agreed that while either of them is in effect the provisions of these above two sections of the Labor Agreement are not applicable. These components are to be computed and paid only upon hours worked at straight time, as provided in Article 13, Working Hours, on holidays, for hours worked at double time, under the provisions of Article 10, Holidays; and upon straight time rates for those hours worked on Sundays which are paid at time and one-quarter (1 1/4) as provided in Section 13 of Article 16, Working Conditions.

It is understood that in consideration of payment of these components while performing vacation relief work, employees may be returned to their regular classifications or work locations during periods when such relief work is not required.

Employees accepted for the initial manning of a new plant for which the Union is recognized by the Company as the bargaining unit may continue to accept vacation relief assignments until they are actually transferred to the new plant. 15. An employee shall not be eligible for overtime work from the close of the last scheduled shift prior to his vacation. An employee shall again be eligible for overtime immediately after the start of his first scheduled shift following his vacation.

ARTICLE 12

SICK LEAVE

Section 1 - Rules

In case of absence from a regular day's work because of personal illness (as hereinafter defined) all employees with six months or more of service as new employees (as set forth in Article 7 Section 5) immediately preceding such absence will be entitled to sick leave at the employee's regular rate of pay, or one-half regular rate of pay, as applicable, for not more than eight hours in any one calendar day, during such periods of absence beginning with the ninth hour of each absence in accordance with the following schedule of hours:

- Service of 6 months but less than 1 year—40 hours at straight time pay followed by 40 hours at one-half straight time pay.
- Service of 1 year but less than 2 years—160 hours at straight time pay followed by 160 hours at one-half straight time pay.
- Service of 2 years but less than 3 years—320 hours at straight time pay followed by 320 hours at one-half straight time pay.
- Service of 3 years but less than 5 years—480 hours at straight time pay followed by 480 hours at one-half straight time pay.
- Service of 5 years but less than 7 years—560 hours at straight time pay followed by 560 hours at one-half straight time pay.
- Service of 7 years but less than 10 years—640 hours at straight time pay followed by 640 hours at one-half straight time pay.
- g. Service of 10 years but less than 15 years—720 hours at straight time pay followed by 720 hours at one-half straight time pay.

- Service of 15 years but less than 20 years—880 hours at straight time pay followed by 880 hours at one-half straight time pay.
- Service of 20 years or more—1160 hours at straight time pay followed by 1160 hours at one-half straight time pay.

Personal illness as used herein shall mean incapacity of the employee because of slokness, accidental or other personal injury not arising from participation in outside gainful occupation, and shall specifically include injury arising out of and in the course of employment with the Company.

No sick leave allowances shall be paid, however, when such sick leave arises directly or indirectly from the present use of alcohol, from a venereal disease which is not a disability, as defined in the Americans with Disabilities. Act, or from other causes which should properly nullify sick leave.

Employees suffering from alcoholism or drug abuse problems who voluntarily commit themselves to an approved course of treatment will be paid sick leave for the duration of their hospital confinement during this course of treatment. This payment will be made for one such occurrence only.

Payments of sick leave in accordance with the schedule set forth in this Article shall begin with the first hour of absence in each instance of illness or visit to a doctor or dentist under the following conditions:

- a) Employees who use 45 hours or less of sick leave in a calendar year, shall accrue a one-day allowance of paid sick leave to apply against the waiting period and may accrue additional one-day allowances of paid sick leave directly proportional to the number of six months' periods of continuous service an employee has worked, not to exceed a maximum of two working days. All absences paid under this provision will be charged against the accrued waiting period allowances, not to exceed eight hours for any one period of continuous absence, and will interrupt the six month restoration period required to accrue such allowances.
- If an employee is hospitalized or has a non-elective out-patient procedure during any period of absence because of illness, the

employee will be paid for the first day of such absence and no charge will be made against his accrual of paid sick leave days which are applicable to the waiting period.

- Doctor visits for follow up treatment for any illness or treatment described in item b) above will be paid in the same manner.
- Verifiable major illness or injury which requires an employee to be absent from work for a minimum period of thirty (30) consecutive calendar days.
- e) The Company will give consideration for sick leave pay, on a case by case basis, for any absence not covered under (b) through (d) above. The Company will provide a letter of explanation to the Union. Should the Union disagree with the Company's decision or the Union believes that the Company is not treating employees equally with respect to such decisions, the Union may grieve and arbitrate such cases.

It is recognized that when an employee is absent on account of illness and does not have a continuous calendar period of service preceding the illness as required to earn sick leave pay during the waiting period, the employee will not be paid for the first day of the illness. Such unpald waiting period days and all other absences for which no pay is granted will delay the continuity of accrual of a continuous calendar period of service applicable to future illnesses. Any subsequent day absent on account of illness, however, for which the employee is paid sick leave allowances shall interrupt the continuity of accrual of such a continuous calendar period of service, except as provided in the Section entitled "Restoration of Sick Leave Allowances."

In addition, it is understood that if an employee uses more than forty-five (45) hours of sick leave in a calendar year (beginning January 1, 2004) and the employee's absence was not a result of (b) through (d) and maybe (e) above, or absences wherein the employee used vacation in lieu of sick leave, the employee will be paid sick leave in the following year as follows:

If an employee uses more than 45 hours but less than 56.1 hours of sick leave, he/she will not be paid for the first eight (8) hours of each absence.

If an employee uses more than 56 hours but less than 64.1 hours of sick leave, he/she will not be paid for the first sixteen (16) hours of each absence.

If an employee uses more than 64 hours but less than 72.1 hours of sick leave he/she will not be paid for the first twenty-four (24) hours of each absence.

If an employee uses more than 72 hours but less than 80.1 hours of sick leave he/she will not be paid for the first thirty-two (32) hours of each absence.

If an employee uses more than 80 hours of sick leave, he/she will not be paid for the first forty (40) hours of each absence.

Employees are allowed to use vacation in lieu of sick leave. If an employee chooses to use vacation for any absence due to illness or doctor appointment, he/she must notify his/her supervisor of that intent at the time notification is given to his/her supervisor of his/her inability to work. If an employee does not make this request at the time of notification to his/her supervisor of their illness, he/she will not be able to change his/her request at a future time. Utilization of vacation due to illness for a full eight (8) hour period will continue to delay the restoration of sick leave benefits but not interrupt the restoration. All rules pertaining to employee behavior while on sick leave will continue to apply when utilizing vacation due to illness.

Employees unable to work because of sickness must notify their supervisors immediately after it is apparent that they will be unable to report. Employees who fail to notify their supervisors within two hours after the start of their tour of duty shall receive no sick leave allowance for that day. Any employee found to have abused the sick leave privilege, or employees with consistently poor records who fail to improve their attendance within reasonable time after they have been advised their records are unsatisfactory, will be subject to disciplinary action as provided in the Sick Leave Control Agreement.

An employee shall not be eligible for overtime work from the time he reports in as sick. An employee shall again be eligible for overtime immediately after the start of the first scheduled shift following his absence. If he has accepted an overtime assignment but has not yet worked it as of the time he reports in as sick, he shall be charged in the red as time worked the same number of hours worked by the employee who did perform the overtime work.

Section 2 - Restoration of Sick Leave Allowances.

An employee who has received sickness allowances for the total amount to which he is entitled by his term of service, shall, after a period of six (6) months of active service again become eligible for a half schedule of allowances on the basis of his attained service. After a period of one year of continuous active service without interruption, the employee will be eligible for a full schedule of allowances based on his/her service.

An employee who has received sickness allowances for a portion of the amount to which he/she is entitled by his/her term of service, shall, after a period of six (6) months of continuous active service, again become eligible for a half schedule of used allowances on the basis of his/her attained service. After a period of one year of continuous active service without interruption, the employee will be eligible for a full schedule of allowances based on his/her service. In computing such continuous active service, absences for which no sickness allowances are paid, absences on authorized leave of absence, absences of less than a full day's duration, absences wherein vacation is taken in lieu of sick leave, or absences caused by compensable injuries shall not be considered as interrupting the continuity thereof. Sick leave allowances restore on the calendar day of the month provided by this formula. Use of sick leave allowances applies only to regular scheduled work days.

Absences for which no pay is received are not considered part of the active employment period. Such absences will not interrupt the period of continuous employment but will delay the accumulation of a six (6) months period of active service by the amount of the absences. In accumulating delayed hours of less than a full day, those hours remaining after dividing by eight (8) shall be dropped.

Employees who have not exhausted both their full and one-half time sick leave allowances may restore a full schedule of allowances as provided in the second paragraph of this Section. After both full and one-half time allowances have been exhausted, the first paragraph of this Section shall be applicable.

Section 3 - Sick Leave for Disability Covered Under State Compensation Laws

In the case of injury and disability arising out of and in the course of the employment, the employee shall receive under the provisions of this Article, in addition to any benefits payable under Workmen's Compensation Acts, sick leave pay for time lost, beginning with the first day of such absence, predicated upon length of continuous service as provided in the schedule of allowances set forth in this Article under "Sick Leave for Personal Iliness," to the extent of the difference between the amount received under Workmen's Compensation Acts and full wages (excluding overtime) if he is eligible for sick leave at regular pay, if the employee is eligible for sick leave at one-half (1/2) regular pay, he will receive one-half (1/2) of the difference between the amount received under Workmen's Compensation Acts and full wages. Each day or fraction of a day of sick leave allowance paid in accordance with this Section to supplement any amount paid under the provisions of Workmen's Compensation Acts, shall be charged against earned sick leave allowances as payment of sick leave allowances for one-half (1/2) of the actual hours of absence.

The sick leave allowance of an employee who has incurred a compensable injury and has returned to work will not be charged for such absences of less than a day that are necessary for required visits to the hospital or doctor for examination or care in connection with the injury, and such employee shall lose no regular pay thereby.

Absences caused by compensable Injuries will delay, but shall not be considered as interrupting the continuity of service required to complete a six month continuous calendar period of service for the purpose of establishing an accrual of a day's paid sick leave which may be applied against the waiting period.

When an employee who has returned to work after the occurrence of a compensable injury requires medical treatment for said injury while he is working, the Company will provide transportation or, at the election of the employee, a mileage allowance from the job site to the doctor's office, hospital, or clinic and return.

In no case will an employee be entitled to more than his/her basic takehome pay, that being his/her two-week wage at straight time minus legally required deductions, during the period of temporary disability from work.

ARTICLE 13

WORKING HOURS

Section 1 - Work Day and Work Week

Eight (B) consecutive hours, excluding time taken out for meals, shall constitute a regular day's work. Except wherein continuous service operations of the Company or necessary maintenance or repair work impose other requirements, such hours shall fall between seven (7) a.m. and six (6) p.m.

Eight (8) consecutive hours shall constitute a day's work for shift workers, except where exclusion of time for meals is agreed to by the Company and the Union.

Five (5) consecutive working days followed by two (2) consecutive Idle days shall constitute a regular work week, except wherein continuous service operations, necessary maintenance or repair work require otherwise.

It is the understanding in applying the above, that the necessities of public relations and satisfactory operation of the Company's facilities require other than standard hours and require split days off in some instances, but that insofar as is practicable the working hours, except for continuous rotating shifts, will fall between the hours named above and, insofar as is practicable the two idle days in each work week will be consecutive days.

ARTICLE 14

DAY MEN

Section 1 - Schedule of Days of Work of Day Men

Schedules showing the regular days to be worked by each day man for a posted period of no less than six (6) weeks' duration shall be posted at least seven (7) days prior to the effective date. Before posting such schedules, they shall be checked by the shop stewards and each steward shall, on request, be turnished with a copy of the schedule applying to the employees in his group. The established schedule patterns shall be as arranged by mutual agreements between the Company and Union representatives. Failure to reach a mutual agreement on a new schedule shall not preclude the Company from reducing the number of employees in that classification if it otherwise has the contractual right to reduce the manpower. So far as is practical to do so, there shall be equal division of Saturdays and Sundays off duty and there shall be fair rotating in any lob of the desirable and undesirable duties attaching to that iob.

Failure to have schedules available for checking by the Steward at least seven (7) days prior to the effective date shall constitute a schedule change and shall be paid for in accordance with Section 2.

This section does not require the posting of schedules of employees who work regular day shifts unless their schedule includes changes in day or days of rest or hours of work as part of their regular day schedule.

Section 2 -- Change in Schedule of Day Men

Whenever a day man be required to change to a shift man, he shall be notified in advance and he shall be paid the premium rate of double time for the first scheduled day worked on the new shift schedule and straight time thereafter. The second scheduled day worked on the new shift schedule establishes him on the new schedule as a shift man, and thereafter he is governed by provisions of Article 15, Shift Men. The appropriate shift component will be paid on the first day worked on the new shift schedule.

Whenever a day man is required to change his scheduled day or days of rest or his hours of work, he shall be notified in advance and he shall be paid

the premium rate of double time for the first scheduled day worked on the new schedule, and straight time thereafter. The second scheduled day worked on the new schedule stablishes him on the new schedule and entitles him to further schedule change payments for departure therefrom.

The above paragraph not withstanding, whenever a day man is required to change his hours of work and not his days of rest, for training purposes only, and such change falls between 7:00 a.m. and 6:00 p.m., no schedule change payment shall be paid. An employee's hours shall not be changed for training when the training only involves a partial day. It is recognized, however, that a partial day of training may occur in conjunction with a full day or days of training for which an employee's schedule was changed. Employees shall be returned to their regular schedule on their next work day immediately following their training. Employees who would otherwise be entitled to a schedule change, but for going onto a training schedule as described in this paragraph, shall be paid such schedule change payment.

Payment for holidays occurring at time of schedule changes will be made in accordance with Article 10, Holidays, and the schedule on which an employee is established when the holiday occurs.

When an employee accepts a permanent promotion, or obtains a permanent demotion or transfer at his own request, no such premium payments will be due from the resulting change in schedule.

A job classification shall be deemed to be "higher" when it carries a higher scheduled rate of pay. The term "promotion" shall mean advancement to a higher classification.

If a schedule change results in an employee working his sixth day in a work week, this day shall be considered an overtime day and the appropriate overtime rate shall be paid.

Section 3 -- Shift Work Component

If half or more of an employee's work time falls outside the regular day schedule hours, he shall receive the shift work component elsewhere specified in this Agreement for all of the hours on his schedule.

ARTICLE 15

SHIFT MEN

Section 1 - Rotation of Shifts

Wherever service requirements impose the necessity for continuous or noncontinuous shifts, such shifts shall be rotated between employees concerned, to
the end that each employee shall serve his fair share of each shift. The length
of intervals between regular periodic changes in shifts and the established
schedule patterns shall be as arranged by mutual agreement between Company
and Union representatives. Failure to reach a mutual agreement on a new
schedule shall not preclude the Company from reducing the number of
employees in that classification if it otherwise has the contractual right to reduce
the manpower. So far as is practical to do so, there shall be equal division of
Saturdays and Sundays off duty and there shall be fair rotating in any job of the
desirable and undesirable duties attaching to that job.

Section 2 -- Shift Schedules

Schedules showing the regular days and hours to be worked by each employee for a posted period of no less than six (6) weeks' duration shall be posted at least seven (7) days prior to the effective date. Before posting such schedules, they shall be checked by the shop stewards and each steward shall, on request, be furnished with a copy of the schedule applying to the employees in his group.

Failure to have schedules available for checking by the Steward at least seven (7) days prior to the effective date shall constitute a schedule change and shall be paid for in accordance with Section 3.

Section 3 -- Change in Schedule of Shift Men

Whenever a shift man be required to change his working schedule, he shall be notified in advance and he shall be paid the premium rate of double time for the first scheduled day worked on the new schedule and straight time thereafter. The second scheduled day worked on the new schedule establishes him on the new schedule and entitles him to further schedule change payments for departure therefrom.

Whenever a shift man is required to change to a day man, he shall be notified in advance and he shall be paid the premium rate of double time for the first scheduled day worked on the new schedule and straight time thereafter. The second scheduled day worked on this new day schedule establishes him on the new schedule as a day man, and he is thereafter governed by provisions of Article 14, Day Men. Shift component will be dropped on the first day worked on the new day schedule.

Payment for holidays occurring at time of schedule changes will be made in accordance with Article 10, Holidays, and the schedule on which an employee is established when the holiday occurs.

When an employee accepts a permanent promotion, or obtains a permanent demotion or transfer at his own request, no such premium payments will be due from the resulting change in schedule.

A job classification shall be deemed to be "higher" when it carries a higher scheduled rate of pay. The term "promotion" shall mean advancement to a higher classification.

if a schedule change results in an employee working his sixth day in a work week, this day shall be considered an overtime day and the appropriate overtime rate shall be paid.

If half or more of an employee's work time falls outside the regular day schedule hours, he shall receive the shift work component elsewhere specified in this Agreement for all of the hours on his schedule.

ARTICLE 16

WORKING CONDITIONS

Section 1 -- Pay Day

A bi-weekly pay period ending Saturday midnight shall be the regular pay period for all employees. Pay day shall be on the following Friday and pay shall be distributed by direct deposit and a statement will be sent to the employee's last known address of record through the U.S. mail.

Insufficient fund charges incurred by the employee, as the result of the Company's failure to have the pay at the employee's banking facility, will be reimbursed to the employee by the Company.

A statement of payment will be sent to the employee's last known address of record through the U.S. mall. Statements shall normally be placed in the U.S. mall on Wednesday prior to pay day.

Approximately half of the employees of the Company shall be paid each Friday. In the event pay day occurs on a holiday, employees shall be paid the preceding day.

Section 2 - Bridge Tickets

Bridge tickets will be provided for those employees whose place of residence requires them to cross the Mississippi River in order to reach their jobs at the Venice Plants.

Section 3 -- Bulletin Boards

Bulletin boards shall be provided in various plants and locations at points normally accessible to employees, and space thereon will be provided for the posting of notices of Union meetings and other proper matters pertaining to Union activities.

Section 4 - Rates of Pay for Higher and Lower Class Work Than Regularly Scheduled

If an employee is assigned as a temporary foreman or relief foreman, he shall receive the foreman's authorized starting rate of pay and shall work the regular hours of the foreman he is relieving.

If an employee is temporarily assigned to a job with a higher rate of pay, he shall receive the classified rate for that job while assigned to it. If an employee temporarily fills a job with a lower rate of pay than his own job, he shall receive his regular rate of pay.

Section 5 -- Rates of Pay for Relief Work

If a retief man regularly works on three or more jobs in a week, he shall regularly be paid the rate of the highest paid job he relieves on. A man who relieves regularly or temporarily on two jobs shall be paid for such relief work at his regular rate or the rate of the job he relieves on, whichever is the higher. In such cases regular rate shall be the rate at which the man works the majority of the time.

Application of this rule shall not act to reduce the rate of any individual now on relief work who receives a higher rate than the application of the above rule would produce.

Section 6 - Inclement Weather

When inclement weather prevents scheduled outside work at any time, men shall be retained on the job with pay during scheduled hours for assignment to emergency or other available work.

Section 7 - Full Day Allowed in Case of Accident

Whenever an employae is unable to finish a day's work because of injury received in line of duty, he will receive eight hours' pay for that day.

Section 8 - Employees Injured While Working on Overtime Days

When employees are injured in line of duty when working on overtime days, and as a result are unable to complete their assignment, or find it necessary to leave the job for medical treatment, they shall receive:

- The minimum allowance for special jobs which fall in their entirety outside of regular schedule; or
- The amount of time the employee might have expected to work on the specific overtime assignment (up to a maximum of eight (8) hours); or
- The amount of time worked by other employees on the same assignment (up to a maximum of eight (8) hours), whichever is appropriate.

Such payment shall be made at the appropriate premium rate of pay.

Section 9 -- Hot Jobs -- Drying Out Period

Men shall not be asked to leave work being done under high temperatures, and go outside to do other work at substantially lower temperatures, without a reasonable drying out period.

Section 10 - Leave of Absence Because of Personal Illness

Reasonable leaves of absence may be granted an employee, upon request of the employee's physician and by agreement with the Company, provided the recommendations of the employee's physician may be checked by the Company's physician. It is understood that such leaves of absence referred to here are without pay and in excess of allowable sick leave privileges.

Section 11 - Termination of Employment-Advance Notice

Regular employees released due to lack of work, or for any cause not the fault of the employee, shall be entitled to one week's advance notice, or if no advance notice be given, shall receive one week's pay in lieu of notice. They shall also receive pay for any vacation due. Employees discharged for cause shall not be entitled to any advance notice or to any pay in lieu of notice.

Section 12 - Employees Handling Orders

Foremen will not do work which will deprive an employee of his regular job, but it is understood that this shall not prevent the Company from continuing the use of necessarily small crews in charge of an employee handling orders who regularly works with the crew members.

Section 13 -- Sunday Work

Employees who are scheduled to work on Sunday shall be paid time and one-quarter (1.1/4) rate for their scheduled eight-hour tour of duty on that day. For other work on Sunday, employees shall not receive a Sunday premium rate but shall be paid the appropriate overtime or schedule change premium rate. When it is necessary for Maintenance Men to work on Sunday, they shall be paid time and three quarters (1.3/4) rates.

Section 14 - Shift Work Component

Effective July 1, 2004, shift work components shall be paid as follows:

A component of eighty-nine and one half (89.5) cents per hour will be paid for all hours worked on rotating shift jobs.

A component of eighty-four (84) cents per hour will be paid for all hours worked on jobs which are regularly worked only on the shift commonly known as the PM shift.

A component of eighty-nine and one half (89.5) cents per hour will be paid for all hours worked on jobs which are regularly worked only on the shift commonly known as the Owl shift.

Effective July 1, 2005, the shift work components mentioned above shall be increased to 92.5 cents, 87 cents, 92.5 cents, respectively.

Effective July 1, 2006, the shift work components mentioned above shall be increased to 95.5 cents, 90 cents, 95.5 cents, respectively.

These shift components are to be adjusted in the future by an amount in percent equal to the percent of each general wage increase.

Section 15 - Jury Fees

Employees serving on juries shall do so without loss of pay and may retain any jury fees received.

Section 16 - Death in Immediate Family

Employees shall be allowed three (3) days off without loss of pay in case of death in their immediate family. Immediate family shall be understood to mean:

Spouse Mother-In-law
Children Father-In-law
Brother Step-children
Sister Foster children
Father Foster parents
Mother Son-In-law
Step-parents Daughter-In-law

In the event of multiple deaths of any of the relatives listed above, an employee shall be allowed five (5) days off without loss of pay,

Effective July 1, 1997, employees shall be allowed five (5) days off without loss of pay in the event of the death of their spouse.

An employee shall not be eligible for overtime work from the close of the last scheduled shift worked immediately prior to notification of death in immediate family. An employee shall again be eligible for overtime immediately after the start of his first scheduled shift following his death-in-family absence.

Employees shall be allowed one (1) day off without loss of pay to attend the visitation or funeral of:

Grandmother Grandfather Grandchild When employees are requested by the family of a deceased employee or deceased retired employee to serve as a pallbearer, they shall be permitted to be absent from their regular scheduled watch on the day of the funeral without loss of pay.

An employee shall not be eligible for overtime work when receiving one day death-in-family allowance or when serving as palibearer as provided above. An employee shall again be eligible for overtime immediately after the start of his first scheduled shift following the death-in-family or pallbearer absence.

Section 17 - Change of Watches

if an employee desires to change watches or days off with another employee for valid personal business reasons, such as real estate closing, move to new home, school attendance, weddings, graduations, funerals of relatives, etc., he may do so by mutual consent of the parties involved, providing such changes do not result in either party working more than one double-over in any work week nor more than forty (40) hours in any work week. It is understood that no overtime premiums shall be paid to either party involved. Permission of the supervisor shall be obtained and shop steward shall approve the change.

Section 18 -- Non-Discrimination Provisions

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, age, religion, sex, national origin, or disability. Further, the Company shall not discriminate against any applicant for employment because of race, color, religion, age, sex, national origin, or disability and will comply with Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. When in this Agreement the masculine gender is used the same shall also apply to the members of the female gender.

Section 19 - Health and Safety

The Company and the Union will cooperate in the continuing objective to eliminate accidents and safety hexards. The Company agrees to provide safe working conditions, to issue instructions covering safe working practices, and to make available when necessary special equipment to protect employees against particular frazards. The Union agrees that it is the obligation of all employees to follow instructions covering safe work practices and to use the protective equipment furnished by the Company.

The Company will give prompt and careful consideration to safety suggestions submitted by employees and shop stewards. The present safety suggestion procedure and local Plant Safety Suggestion Screening Committees shall be continued and each Committee shall meet as required but not less than once a month. The recommendations of the Plant Safety Suggestion Screening Committees with respect to safety suggestions will be taken into consideration by the Company.

Within sixty (60) days after an employee has submitted a safety suggestion, he will be notified of the status of his suggestion. The employee shall also be notified of the Committee's final recommendation and action taken by the Company with respect to the suggestion.

Safety Suggestion forms and receiving boxes will be placed in the plants at locations available to employees.

The Company agrees to provide safety glasses for all employees whose work is of such nature that safety glasses are necessary. These glasses will be provided as required and replaced by the Company when they have become unusable as a result of service, or broken while working on the job, or when changes in the employee's optical prescription makes new lenses necessary.

Section 20 -- Desirable and Undesirable Duties

There shall be a fair rotation of the desirable and undesirable duties among employees on the same job classification.

Section 21 -- Service as an Election Judge or Clerk

If a regular employee, upon notice to the Company, is absent during his regularly scheduled work week to serve as judge or clerk in a public election under the jurisdiction of election officials, he will be paid the difference between his regular rate of pay for that day and the election pay received.

Such employees, upon notice to the Company, shall not be eligible for overtime work on the day of service. An employee shall again be eligible for overtime immediately after the start of his first scheduled shift following the service as an election judge or clerk.

Section 22 - Apprentice Plan

The Apprentice Plan covering apprentices within the scope of this Agreement is covered by a Supplementary Agreement between the Company and the Union.

Section 23 - Retirement Plan

The Company agrees that the present Retirement Plan, which is covered by Supplementary Agreement, shall be continued, as amended effective July 1, 2003, for the life of this Agreement. Age 65 will continue to be the normal retirement date.

Section 24 -- Group Life Insurance Plan

The Company agrees that the Group Life Insurance Plan, which is covered by Supplementary Agreement, shall be continued for the life of this agreement.

Section 25 -- Group Major Medical Expense Benefit Plan

The Company agrees that the Group Major Medical Expense Benefit Plan, which is covered by Supplementary Agreements, shall be continued in effect for the life of this Agreement.

Section 26 -- Dismissal Pay

A regular employee who has been fald off because of lack of work shall have the right to elect to receive dismissal pay at the rate and under the terms and conditions hereinafter set forth. Such dismissal pay shall be in lieu of rights of reemployment and retention of seniority upon reemployment as provided in Section 12 of Article 7.

By his election to receive dismissal pay, the employee shall effectively terminate his status under this Agreement (except for his right to receive the dismissal pay then elected). If he is subsequently reemployed, he shall be rehired as a new employee.

1. <u>Dismissal Pay Allowances</u>. A regular employee whose service with the Company as a new employee (as set forth in Article 7 Section 5) exceeds six (6) months, and who has been laid off because of lack of work, may receive dismissal pay in accordance with the following table. Any such employee who is eligible for early retirement under the provisions of the Retirement Plan may elect to retire and in that event he shall not be eligible to receive any dismissal pay.

Completed Years	Value of Attained Years of Service		Total Allowance
Of Service	In Days	In Hours	In Hours
1/2	5.0	40.0	20
1 '	5.0	40.0	40
2	5.0	40.0	80
3	5.0	40.0	120
4	5.0	40.0	160
5	5.0	40,0	200
6	5.4	43.2	259
7	5.8	46.4	325
8	6,2	49.6	397
9	6.8	52.8	475
10	7.0	58.0	560
11	7.4	59.2	651
12	7.8	62.4	749
13	8.2	65.6	853

Completed Years	Value of Attained Years of Service		Total Allowance
Of Service	<u>In Days</u>	<u>In Hours</u>	<u>In Hours</u>
	•		
14	8.6	68.8	963
15	9.0	72.0	1,080
16	9.4	75.2	1,203
17	9.8	78.4	1,333
18	10.2	81.6	1,469
19	10.8	84.8	1,611
20	11.0	88.0	1,760
21	11.4	91.2	1,915
22	11.8	94.4	2,077
23	12.2	97.6	2,245
24	12.6	100.8	2,419
25	13.0	104.0	2,600
26	13.4	107.2	2,787
27	13.8	110.4	2,981
28	14.2	113.6	3,181
29	14.6	116.8	3,387
30	15,0	120.0	3,600
31	15.0	120.0	3,720
32	15.0	120.0	3,840
33	15.0	120.0	3,960
34	15.D	120.0	4,080
35 or more	15.0	120.0	4,200

The total amount of dismissal pay shall be computed on the basis of the employee's "dismissal hourly rate." This rate shall be his hourly base rate of pay (including shift component if classified on a shift job for twelve (12) months prior to date of lay-off), as of the date of lay-off, or the average straight time rate of pay which he has received for the sixty (60) month period prior to date of lay-off, whichever is the greater.

When Employees Are Not Eligible For Dismissal Pay.

- a) It is recognized that under the terms of the Labor Agreement, with respect to demotions and lay-offs, employees shall first exercise their seniority rights to the fullest extent. Loss of a particular job is not a layoff if employment is available by the exercise of seniority rights, even though the job to which the employee might be entitled through the exercise of his seniority rights pays a lower wage rate than he had formerly received, and such an employee is not eligible for dismissal pay.
- No employees whose services are terminated for any of the following causes shall be eligible to receive dismissal pay:
 - voluntary quitting or resignation;
 - 2) discharge for cause;
 - 3) death;
 - retirement or early retirement under the provisions of the Company's Retirement Plan;
 - 5) physical disability; (Employees who are physically able to perform the work of the job in which they are classified, but who are laid off because that job is abolished and they are not physically able to perform the work of other jobs, shall not be considered as terminated because of physical disability and shall be entitled to dismissal pay. Employees absent on sick leave, or on account of temporary physical disability at the time they are taid off for lack of work, shall not be considered as terminated on account of physical disability and shall be entitled to dismissal pay under the provisions of this procedure.)
 - failure to report for work after termination of a leave of absence or a sick leave;
 - failure to report for reemployment in accordance with Section 12 of Article 7.

- c) No employee shall be eligible to receive dismissal pay during any period while he is receiving Unemployment Compensation under State Laws, or Federal Social Security Old Age Primary Insurance Benefits.
- 3. Method of Payment of Dismissal Pay. Employees eligible for dismissal pay and who elect to receive it shall be paid on the pay day following date of layoff the amount of dismissal pay to which they may be eligible up to and including three hundred and twenty-five (325) hours, "computed at their dismissal hourty rate," and thereafter on each subsequent pay day the sum of sixty (60) times their "dismissal hourty rate" until the total amount of dismissal pay for which they are eligible shall be exhausted, or until as
 - event of the death of an employee while receiving dismissal payments, such payments shall cease; except that in the event such employee is matried or has unmarried children under age twenty-one at the time he is laid off, then such payments shall be continued to the extent of the amount remaining in accordance with the schedule included in (1), solely to the spouse while living and unmarried, or, in the event of the spouse's death or remarriage, the payments shall be equally divided between such unmarried

children of the employee until they reach the age of twenty-one.

vested employees they may become eligible for early retirement. In the

- 4. <u>Deferment of Dismissal Pay.</u> An employee upon being lald off for lack of work shall have the right to elect either (a) to receive dismissal pay or, if eligible, to accept early retirement as provided in paragraph 1, or (b) to defer acceptance of either dismissal pay or early retirement if eligible and thereby for the time being retain all rights to return to work to which such an employee may be entitled under the provisions of Section 12 of Article 7. If an employee defers acceptance of dismissal pay and in the meantime is offered an opportunity to return to work and fails to return to work within thirty (30) days of notification to do so, such an employee shall have forfeited all rights under this procedure and no dismissal pay shall be payable.
- No Assignment of Dismissal Pay. Dismissal payments shall not be assignable whether by voluntary action or by operation of law.
- Transfer of Company Property to a Third Party. The termination of an employee's service with the Company because of the transfer of Company

properly to a third party who continues to operate such property will not constitute a lay-off. However, if his employment with the third party is terminated (a) under circumstances that would have entitled him as an employee at Union Electric to dismissal pay under the provisions of this Section 28 and (b) prior to expiration of a period of employment with the third party equal to the "Total Allowance in Hours" to which he would have been entitled under Paragraph 1 at the time of such transfer of property, then the Company will make a dismissal allowance to such employee as follows: The amount shall be that determined on the basis of said "Total Allowance in Hours" reduced by (a) the straight time hours during which he was employed by the third party and (b) any dismissal payments made by said third party. Payments shall be made in accordance with the provisions of Paragraph 3.

7. When Provisions of this Section 26 Do Not Apply. The provisions of this Section 26 do not automatically apply in those cases where an employee has been laid off due to lack of work resulting from any law, ordinance, rule, regulation, order or directive of any Federal, State, Municipal or any other civil or military authority, or from Union jurisdiction award, but in such cases the Company and the Union shall negotiate to determine what, if any, dismissal allowances shall be payable.

Section 27 - Wage Garnishments

Employees whose wages become subject to repeated attachment through garnishment procedure shall thereupon become subject to disciplinary action.

Section 28 - Employees Demoted on Account of Changes in Operating Methods or Procedure

The Company agrees that employees of more than six months of service working on jobs within the scope of the Labor Agreement who may be demoted on account of changes in operating methods or procedure shall be protected in the rate of the job they occupied at the time of demotion for the life of this Agreement. Such protected rates shall become effective from the date of demotion. It is recognized that men on such protected rates must accept work on any higher paid job which they are capable of filling and to which they may be entitled by seniority procedure; and if such an employee declines to work on a higher job, his protected rate status is thereby canceled.

Section 29 - Application Procedure for Supervisory Jobs

It is the declared policy of the Company to promote from the ranks whenever a permanent or temporary vacancy occurs for the position of foreman or equivalent supervisor, with full regard to the prime necessity of selecting the individual best qualified in the Company's judgment for the position of foreman or equivalent supervisor.

In order that consideration shall be given to all suitable candidates within the ranks, the Company will, in the event of a permanent vacancy occurring in the job of foreman, or equivalent supervisor, post application forms covering such jobs on bulletin boards accessible to the employees.

Application forms for the position of permanent foreman or equivalent supervisor will be posted for a period of seven (7) calendar days, during which employees may sign any posted copy. During the same period, any employee desiring to apply shall file with his supervisor an application in writing setting out his qualifications; and any special qualifications should be described briefly in written application. It is understood that the Company will consider all applications for such supervisory jobs, giving first preference to those in the occupational groups most closely associated with the supervisory job to be filled, but that the Union shall not question the right of the Company to select, for such supervisory jobs, the best qualified man, whether or not he has applied for the job.

Section 30 - Interplant Maintenance

The Company agrees that the Interplant Maintenance Program, which is covered by Supplementary Agreement, shall be continued in effect for the life of this Agreement.

Section 31 - Group Accidental Death and Dismemberment Insurance Plan

The Company agrees that the Group Accidental Death and Dismemberment Insurance Plan, which is covered by Supplementary Agreement, shall be continued for the life of this Agreement.

Section 32 - Employees Unable to Carry on Regular Work

When an employee having seven (7) or more full years of service can, in the opinion of a physician selected by the Company, no longer perform the regular work of his job classification because of partial disability resulting from age or personal illness, or when a regular employee can no longer perform the regular work of his job classification because of partial disability resulting from compensable injury and/or compensable illness, and such employee, in either case, can perform the regular work of some other job classification for which the. Union is the collective bargaining representative, the following plan shall be applicable:

- The Company will make an effort, in good faith, to place such employee in an equal or lower rated job classification provided a vacancy exists in such job classification and in the opinion of the Company the employee will be able to perform the work thereof satisfactority.
- 2. All such cases of proposed transfer shall be discussed with the Union. The Company and the Union shall agree on whatever waiver of seniority provisions may be required in order to effect the transfer. If the Union is unwilling to waive seniority provisions in a specific instance, the Company shall thereby be relieved of any obligation imposed by this section.
- 3. The Company and the Union shall also determine without being bound by the provisions of Article 7, Senlority, of this Agreement, the senlority rights of any such transferred employee, except that seniority as used for demotion purposes shall not be changed and the promotional rights of these employees shall not be limited unless, as determined by a physician acceptable to the Company, the employee is unable to perform the duties of the higher classification by reason of his disability.
- 4. If any such employee is placed in a job carrying a maximum rate lower than his regular rate of pay, his pay while so employed will be arrived at by adding to the maximum rate of the job in which he is placed three percent (3%) of the difference between his old job rate and his new lower job rate for each full year of service on the date of transfer to the new job, provided that he shall not receive a rate higher than the regular rate of pay of his former job classification. A rate equal to the regular rate of his former job classification may be achieved through thirty-three (33) years and four (4)

months or more of service at the time of transfer. The rate established according to this formula is subject to change only as and when the rate of the employee's classification at the time of disability or the rate of the job to which he is transferred is increased or decreased. A new rate shall then be recalculated in accordance with the formula based on the change or changes affecting the two classifications involved and using the service originally used in applying the formula.

- It is specifically understood and agreed that the provisions of this paragraph do not constitute a guarantee of continued employment, and any such employee is and continues to be subject to all provisions of this Agreement.
- Service shall be understood to mean continuous service except that
 employees laid off bacause of lack of work who return within thirty (30) days
 after notification by the Company that reemployment is available shall be
 credited with the service prior to layoff.

However, the employee shall continue to receive the rate of his former job for a period of time following the date of transfer equal to one month for each full year of service with a minimum of six (6) months and a maximum of twenty-four (24) months. Following the expiration of this period the formula set forth in paragraph #4 shall apply.

- 7. In lieu of the first paragraph of this section and numbered items one (1) through six (6) above, any employee who, in the opinion of a physician selected by the Company, can no longer perform the regular work of his job classification due to compensable injury and/or compensable illness, but is able to perform the regular work of some other classification represented by Local 148, I.U.O.E., the following shall be applicable:
 - A. The Company will make an effort, in good faith, to place such employee in an equal or lower rated job classification provided a vacancy exists in such job classification and in the opinion of the Company the employee will be able to perform the work thereof satisfactorily. The Company will discuss such moves with the Union.
 - An employee's rate of pay shall be maintained at the level of his former classification.

- C. As vacancies occur, and if in the opinion of the Company the employee will be able to perform the work satisfactorily, the employee may be moved to other job classifications so as to reduce the amount of protection being paid. The Company will discuss such moves with the Union.
- Employees who decime subsequent transfers when asked to do so will lose their wage protection and be paid at the rate of the job classification they are currently holding.
- E. At the time of the initial move, an employee who also meets the requirements set forth in the first paragraph of this section, shall elect to be covered by item number seven (7) sub-parts A through E or items numbered one (1) through six (6) of this section and he will not be allowed to change his election.

Section 33 -- Long Term Disability Plan

The Company agrees that the Long Term Disability Plan, which is covered by Supplementary Agreement, shall be continued for the life of this Agreement.

Section 34 -- Savings investment Plan (401K)

The Company agrees to establish for the life of this Agreement a Savings Investment Plan (401K), which is covered by Supplementary Agreement.

Section 35 - Dental and Vision Expense Plan

The Company agrees to establish for the life of this agreement, a Dental and Vision Expense Plan, which is covered by Supplementary Agreement.

ARTICLE 17

PROVISIONS APPLICABLE TO CALLAWAY NUCLEAR PLANT

Except as modified by the provisions of this Article, the terms of the Labor Agreement between the parties shall apply to the Company's employees within the bargaining unit represented by the Union who are or may become engaged in the operation and maintenance of the Callaway Nuclear Plant and whose occupations are set forth in the Appendix attached hereto. All such employees must conform to the requirements of the Operating License granted by the Nuclear Regulatory Commission (NRC) and all other rules and regulations established by the Nuclear Regulatory Commission (NRC) as well as all other applicable state and Federal laws.

Section 1 -- General

All employees hired from outside the Company for the Callaway Nuclear Plant will not be allowed to bid another job in the Union Electric System for a sixmonth period unless agreed to otherwise by the Company.

All employees are subject to task training/qualification in accordance with plant operating requirements.

Finally, employees assigned to the Callaway Nuclear Plant who possess a Nuclear Regulatory Commission (NRC) License and who bid out of their classification will not be allowed to vacate their classification until a qualified replacement is available unless agreed to by the Company.

Section 2 - When Supervisors and Others May Perform Work Covered by This Agreement

Nothing in this Agreement shall preclude the Company from (1) permitting its supervisors, technical and professional employees from acquiring proficiency in the operation of any and all facilities in the plant, by "hands-on" means, in order to attain and/or maintain their qualifications; or (2) permitting employees of other electric utility companies to acquire training and experience in the operation of the plant.

These provisions in no event will result in displacement of any regular employees or in any regular employee receiving less hours of employment than he would otherwise have received in the absence of the above-described activities. The Company shall notify the Union in advance of such assignments.

Section 3 -- Contract Work

The Provisions of Article 2 Section 2, Contract Work, which limit the contracting out of work, with not be imposed if the performance of such work would expose Company forces to radiation beyond the limits prescribed by Nuclear Regulatory Commission (NRC) or other applicable regulations.

Likewise, those provisions will not be imposed if, in the judgment of the Company, ability to do future work would be limited by the allowable radiation for a particular period.

Section 4 - Seniority

Employees assigned to Callaway Nuclear Plant where appropriate will have Line of Promotion Seniority instead of Plant Seniority and such Line of Promotion Seniority shall be used where the words "Plant Seniority" are found in the basic Labor Agreement. However, Callaway Plant Seniority will be used as first claim consideration for all Callaway Plant jobs which are posted for bid. Line of Promotion Seniority is defined as seniority accruing as a result of length of service within a particular line of promotion.

Section 5 - Promotions, Demotions and Layoffs

Promotions

Employees bidding on any job other than a maintenance job who do not pass the required test will not be allowed to bid on such jobs again for a period of three years unless agreed to otherwise by the Company and the Union.

Promotions shall be made one level at a time within the line of promotion and shall be based on Line of Promotion Seniority and ability. Ability being sufficient, as subsequently defined herein, seniority shall govern. Ability shall be considered sufficient when the candidate has successfully passed medical, written and oral examinations and, where required, a skill proficiency

demonstration. The medical examination shall be performed by a physician selected by the Company and shall include, when required by Nuclear Regulatory Commission (NRC) rules, an evaluation of the candidate's emotional stability and potential for aberrant behavior. Consideration for promotion shall be made first in the next lower level of the line of promotion below the level in which the vacancy exists and, if this produces no qualified candidate, this process will be continued through the succeeding lower levels until the entry level has been considered.

Employees listed in the line of promotion shall be canvassed in Line of Promotion Seniority order. If an employee refuses to indicate whether he accepts or declines the promotional opportunity, he will be allowed one (1) working day in which to give his answer. An employee who falls to give his answer on his last scheduled working day shall be considered to have declined the promotional opportunity and shall have no further rights to this promotional opportunity. When thirty (30) percent of the employees in any job in a line of promotion have declined promotional opportunities at least three times, It will be incumbent on those that have declined to accept the next promotional opportunity or they will be demoted in accordance with the subsequent provisions of this Section. Once an employee has stated that he accepts or declines the promotional opportunity, he shall sign a statement to that effect and will not be allowed to change his decision unless by mutual agreement.

Demotions

When demotions are made for other than cause, employees shall be demoted one level at a time within the line of promotion based on least Line of Promotion Seniority. When such demotion results in too many employees in the next lower level, the employee or employees with the least Line of Promotion Seniority, inctuding the employee or employees just demoted from the higher level, shall move down to the next level. If necessary, this process will be continued down through the starting level of the line of promotion until the required number of employees have been demoted. Employees demoted from a starting level of a line of promotion shall be returned to the Plant Helper classification based on Local Union Seniority.

Cause for demotion is failure to advance to the next level within selected lines of promotion, as provided herein, failure to maintain job proficiency or for medical reasons. Demotions initiated by medical reasons shall be considered on an individual basis.

Sustained ability to advance must be demonstrated in all lines of promotion. Specific tests or skills will be identified which must be periodically passed or demonstrated to maintain the employee's status. An employee entering the Operating line of promotion must complete all classroom training and on-the-job training for all Equipment Operator Watch Stations within two years or be demoted to Plant Helper. In addition, after starting training for Equipment Operator Watch Stations, an employee must show satisfactory progress toward completing classroom training and on-the-job training or be demoted to Plant Helper. The Control Board Certification course must be passed within nine months from commencement of training and the NRC licensing exam must be passed prior to advancing to the position of Unit Reactor Operator. Each employee will be reexamined at least every two years or if his performance is ludged to be unsatisfactory, in the position he is then holding. Failure to pass this examination will result in immediate demotion one level in the line of promotion, and the employee will be paid at the rate of the lower job. Fallure of the employee to re-qualify within six months will result in the removal from the line of promotion and demotion to the position of Plant Helper.

For Licensed Operator re-qualification training, an examination will be administered during training week. Failure of this examination will result in directed training and reexamination during the next 30 days from date of failure. Subsequent failures will be handled on a case-by-case basis.

A re-qualification examination may be administered in any of the following cases: Annually, if performance is judged unsatisfactory in the position they are then holding, or at the discretion of Plant Management/NRC. Failure of this requalification examination will result in accelerated retraining and a second examination. Failure to pass this examination will result in immediate demotion one level in the line of promotion and the employee will be paid at the rate of the lower job. Failure of the employee to re-qualify within six (6) months will be handled on a case-by-case basis and may result in removal from the line of promotion and demotion to the position of Plant Heiper.

Personnel in other lines of promotion will routinely be given skill tests to ascertain proficiency in their job. Failure to pass such tests shall be cause for immediate demotion to the next lower grade. Such employees will have six

months in which to re-qualify and be returned to their previous position or they will be demoted to the position of Plant Helper.

Layoffa

In order to maintain an experienced work force at the Callaway Nuclear Plant, layoffs due to lack of work in other plants of the Union Electric System would not affect those employees at the Callaway Nuclear Plant classified as Unit Reactor Operator, Equipment Operator, and Radiation and Chemical Technician.

Section 6 -- Overtime

The declared policy of the Company and the rules of the Nuclear Regulatory Commission (NRC) require that radiation exposure be held to a minimum. Accordingly, if in the opinion of the radiation protection personnel an overtime assignment would place an employee out of line with the minimum exposure objective, such employee shall be ineligible for the assignment.

Section 7 -- Vacations

Those employees involved in training and retraining in connection with Nuclear Regulatory Commission (NRC) licensing and re-licensing, and maintenance employees involved in maintenance training G.E.T. I and G.E.T. I shall schedule their vacations at such time as not to interfere with necessary training.

Section 8 - Journeyman Program

A Journeyman Program covering Journeyman classifications at the Callaway Nuclear Plant will be covered by Supplementary Agreement between the Company and the Union.

Section 9 -- Employee Responsibility to Comply with Various Plant Regulations

All employees are required to comply with the following Plant Regulations as a condition of employment:

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- A) Plant Security Regulations
- B) Plant Fire Protection Regulations
- C) Plant Radiation Protection Regulations
- Any other Regulation required by the Nuclear Regulatory Commission (NRC) or sound operating requirements.

Section 10 -- Staffing of Plant and Reassignment of Personnel

The plant will be staffed at not less than the minimum required by the Operating License but additional personnel will be scheduled for contingency requirements. In case of absences for any reason, it will be the decision of the Company to replace the individual while absent. Further, during an outage of either unit or a major piece of equipment impacting the reliability of a unit, personnel who in the judgment of the Company are not needed in the position for which they are scheduled may be reassigned to other work for which they are qualified and paid the wages of the new position or their own rate, whichever is higher.

ARTICLE 18

TERM OF AGREEMENT -

This Amended Agreement shall be effective as of July 1, 2003, and shall continue in full force and effect until July 1, 2007. Said Agreement shall be automatically extended for each subsequent yearly period unless either the Company or the Union shall give notice in writing sixty (60) days prior to the expiration of any subsequent yearly period that they wish to amend or terminate this Agreement. If amendments are proposed, the notice shall specify the Articles, Sections, Paragraphs, or parts thereof, wherein amendments are being proposed and the provisions of the proposed amendments, and all other provisions of this Agreement shall be readopted and included in the new Amended Agreement, provided, however, that this Agreement shall be deemed tully terminated upon its expiration date regardless of whether the aforesaid sixty (60) day notice is to terminate or to amend. Negotiations with regard to amendments or to a new Agreement will start not less than forty (40) days prior to the expiration of this Agreement.

> AMEREN SERVICES COMPANY as agent for UNION ELECTRIC COMPANY

Vice President, Industrial Relations

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 148

By Wilel E yata

By Mulla Corresponding Secretar

By Voyald 3 11

Approved by the Negotiating Committee,	argust 29, 2003
FOR THE COMPANY	FOR THE UNION
By Samuel C. ashin	By Voyald Sign
By Jale a Slagley	By En M. Moroleyan
B Scott E. Knomingel	By Milder Many
By Michael fledesthe	William Stewart
By Jo-Melolac	By Dougla & Wille
By Walter Jung	By Jeffrey W. Russell
By Christofin A Julia	By SORFIE
*	By Clark & Feale
	By Sta Man
·	By anthony History
	By Kennett Griss-
	Ву

APPENDIX

LINES OF PROMOTION

Established lines of promotion shall continue unchanged as of the effective date of this Agreement.

HOURLY WAGE RATES

As in Effect July 1, 2003 through June 30, 2007

Regulated Generation Nuclear Callaway Plant

Power Operations Power Plants

Dorsett Interplant Maintenance Headquarters

Keokuk Plant Labadie Plant Laboratory Services Meramec Plant Osage Plant Rush Island Plant Sioux Plant Taum Sauk Plant Venice Plant

Energy Delivery Technical Services Energy Supply Operations

Energy Delivery
Regional
Lakeside District
Fleet Services
Lakeside District

Rates Effective

N doL	<u>o.</u> ,	<u>7/1/03</u>	<u>9/29/03</u>	7/1/04	7/1/05	<u>7/1/06</u>
4	Apprentices					
0061	Instrument & Control Appr.					
0059	Radiation & Chemical Appr.					
	6 th six months	24.850				
	5 th six months	- 24,105				
	4 th six months	- 23.650				
	3 rd six months	- 23.290				
	2 nd six months	- 22.975				
	1 st six months	- 22,730				
0063	Nuclear Electrical Mechanic Appr.					
0062	Nuclear Maintenance Mech Machinist Ap	Dr.				
0067	Nuclear Maintenance Mech - Welder Appr.	•				
	6 th six months	- 23.835				
	5 th six months					
	4 th six months ————					
	3 rd six months	- 22.305				
	2 nd six months	- 22,030				
	1st six months	- 21.795				
0093	Asst. Equipment Operator (0 Watchstations	s)				
	4 th six months —————	- 23.010		23.815	24.650	25.450
	3 rd six months ————————————————————————————————————	- 22.525		23.315	24,130	24.915
	2 nd six months	- 22 085		22.860	23,660	24.430
	1 st six months	- 21.615		22.370	23.155	23.910
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		Rates Effective				
Job N	<u>o.</u>	7/1/03	9/29/03	7/1/04	<u>7/1/05</u>	<u>7/1/06</u>
0094	Asst. Equipment Operator (1 Watchstation)					
	(Hourly rate reflects \$0.50 additive)	23.510		24.315	25,150	25.950
	3 rd six months			23.815	24.630	25.415
	2 nd six months——————	22 585		23.360	24,160	24.930
	1 st six months —			22.870	23,655	24.410
0095	Asst. Equipment Operator (2 Watchstations)			22.010	20.000	21.770
0033	(Hourly rate reflects \$1.00 additive)	,				
	4 th six months	24.010		24.815	25.650	26,450
	3 rd six months—————————			24.315	25.130	25.915
	2 nd six months			23.860	24,660	25.430
	1 st six months			23.370	24.155	24.910
0096	Asst. Equipment Operator (3 Watchstations)			20.010	24.100	21.010
0090	(Hourty rate reflects \$1.50 additive)					
	4 th six months	24 510		25.315	26,150	26.950
	3 rd six months			24.815	25.630	26.415
				24.360	25.160	25.930
	1six months-	23.115		23.870	24.655	25.410
	oumeymen					
0053		30.405				
	Instrument & Control Tech)	30.400				
0055	Radiation & Chemical Tech.)		,			

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Rates Effective

			Rate	s Enecuve	9	
Job N	<u>o.</u>	<u>7/1/03</u>	9/29/03	7/1/04	7/1/05	7/1/06
J	loumeyman (cont'd.)					
0057	Nuclear Electrical Mechanic			•		
0064	,	27.585				
0065	Nuclear Maint. Mech Machinist/Insulator)					
	, and the second					
0058	Nuclear Maint, Mech Cert, Welding)	28.705				
0066	Nuclear Maint. Mech Cert. Welding/Insul]					
0051**	' Equipment Operator	- 26.535+	27.035	27.980	28.960	29.900
0060	Plant Helper ————————————————————————————————————	- 21.595		22.350	23.130	23.880
0050**	Unit Reactor Operator	- 31,710		32.820	33.970	35.075
0069	Radiation & Chemical Helper	- 22.525		23.315	24.130	24.915
0054	Asst. Instrument & Control Tech.					
0056	Asst, Radiation & Chemical Tech.					
	4 th six months					
	3 rd six months					
	2 nd six months					
	1st six months —					
0086	Grandfathered Plant Helper	- 20,815				
0085	Nuclear Utility Worker					
	4th six months	- 16.875				
	3rd six months	15.590				
	2 nd six months	14.285				
	1st six months —————	12.980				
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	 "		Rate	s Effective	B	
Job No	1.	7/1/03	9/29/03	7/1/04	7/1/05	7/1/06
<u> </u>	<u>-</u>					
0075	Nuclear Maintenance Mechanic-Tool Room-	- 27.585		28.550	29.550	30.510
0080*	Plant Helper - Painting	22.880		23.680	24.510	25.305
0081*	Radiation & Chemical Helper - Painting			24.660	25.525	26.355
J	oumeyman					
0150	Instrument & Control Technician		30,405	31.470	32.570	33.630
0180	Chemistry Technician		30.405	31.470	32.570	33.630
0185	HP Operations Technician		30.405	31.470	32.570	33.630
0190	HP Tech Support Technician-		30.405	31.470	32.570	33.630
0155	RadWaste Technician		30.405	31.470	32.570	33.630
0165	Electrical Mechanic		27,585	28.550	29.550	30.510
0160	Machinist/Insulator Mechanic		27.585	28.550	29.550	30.510
0161	Machinist Mechanic		27.585	28.550	29.550	30.510
0175	Welder Mechanic		27.585	28.550	29.550	30.510
0170	Certified Welder/Insulator Mechanic		28,705	29.710	30.750	31.750
0171	Certified Welder Mechanic		28.705	29.710	30.750	31.750
A	ssistant Journeyman					
0153	I & C Technician, Level 3		29.005	30.020	31.070	32.080
0152	I & C Technician, Level 2		27.605	28,570	29.570	30.530
0151	I & C Technician, Level 1		26.205	27.120	28.070	28.980
0183	Chemistry Technician, Level 3		29.005		31.070	32.080
0182	Chemistry Technician, Level 2		27.605	28.570	29.570	30.530
Rev. 8/03		79			Callaway	

		Rates Effective				
Job N	<u>o.</u>	<u>7/1/03</u>	9/29/03	7/1/04	<u>7/1/05</u>	<u>7/1/06</u>
	Assistant Journeyman (cont'd.)					
0181	Chemistry Technician, Level 1		26.205	27.120	28.070	28.980
0158	RadWaste Technician, Level 3		29.005	30.020	31.070	32.080
0157	RadWaste Technician, Level 2		27.605	28.570	29.570	30.530
0156	RadWaste Technician, Level 1		25.205	27.120	28,070	28.980
0188	HP Operations Technician, Level 3		29.005	30.020	31.070	32.080
0187	HP Operations Technician, Level 2		27.605	28.570	29.570	30.530
0186	HP Operations Technician, Level 1		26.205	27.120	28.070	28.980
0193	HP Tech Support Technician, Level 3		29.005	30.020	31.070	32.080
0192	HP Tech Support Technician, Level 2		27.605	28.570	29.570	30.530
0191	HP Tech Support Technician, Level 1 ——		26.205	27.120	28.070	28.980
0167	Electrical Mechanic, Level 2		26.265	27.185	28,135	29.050
0166	Electrical Mechanic, Level 1		24.945	25.820	26.725	27.595
0163	Machinist Mechanic, Level 2		26.265	27.185	28.135	29.050
0162	Machinist Mechanic, Level 1 —————		24.945	25.820	26.725	27.595
0177	Welder Mechanic, Level 2		26.265	27.185	28.135	29.050
0176	Welder Mechanic, Level 1		24.945	25.820	26.725	27.595
0173	Certified Welder Mechanic, Level 2		27.375	28.335	29.325	30.280
0172	Certified Welder Mechanic, Level 1		26.055	26.965	27.910	28.815
0250	Instrument & Control Working Foreman-		33,445	34.615	35,825	26 000
0251	Chemistry Working Foreman		33.445	34.615		36.990
0252	RadWaste Working Foreman		33.445	-	35.825	36.990
0253	HP Operations Working Foreman-		33.445	34.615	35.825	36.990
Rev. 6/03	a speciations working retentage	^	JJ.445	34.615	35.825	36.990
	•				Callaway	

	 _		Rate	s Effective	₽	
Job No	<u>o.</u>	<u>7/1/03</u>	9/29/03	7/1/04	7/1/05	<u>7/1/06</u>
0254	HP Tech Support Working Foreman		33.445	34.615	35.825	36.990
0255	Electrical Working Foreman		30.345	31.405	32.505	33.560
0256	Machinist Working Foreman		30.345	31.405	32,505	33.560
0258	Certified Welder Working Foreman		31.575	32.680	33.825	34.925
0259	Plant Hetper Working Foreman		23.755	24.585	25.445	26.270
0260	Rad/Chem Helper Working Foreman ———		24.780	25.645	26.545	27.410
0261	Plant Helper Painter Working Foreman		25.170	26.050	26.960	27.835
0262	Rad/Chem Helper Painter Working Foreman		26.210	27.125	28.075	28.985
0263	Equipment Operator Working Foreman		29.740	30.780	31.855	32.890
0264	Reactor Operator Working Foreman		34.880	36.100	37.365	38.580

^{*} For use when a Helper is assigned to perform painting work.

When NRC license is secured and maintained, will receive \$1,250 per quarter.

⁺ The wage rate of Job 0051 will be increased by \$.50 on the effective date of the Agreement.

APPENDIX - HOURLY WAGE RATES DORSETT INTERPLANT MAINTENANCE HEADQUARTERS

Job No.		7/1/2003	Rates Effective 9/29/2003 7/1/2004	<u>7/1/2005</u>	7/1/2006
3100 3101 3103 3352 3356 3361 3359	Interplant Maintenance Serviceman) Tool Repairman/Truck Driver) Tool Repairman Mach/Relief Truck Driver Repairman - GC&MS) Electrical Repairman - GC&MS) Machinist Repairman/Turbine Crew) GC&MS Machinist Repairman)) 27.395	28.355	29.345	30.300
3351	Certified Repairman - GC&MS	28.505	29.505	30.540	31.535
3353	Plant/GC&MS Certified Repairman Apprer 7th six months 6th six months 5th six months 4th six months 3rd six months 2nd six months 1st six months	23.835 23.515 23.160 22.820 22.475 22.130	24.670 24.340 23.970 23.620 23.260 22.905 22.560	25.535 25.190 24.810 24.445 24.075 23.705 23.350	26.365 26.010 25.615 25.240 24.855 24.475 24.110

APPENDIX - HOURLY WAGE RATES DORSETT INTERPLANT MAINTENANCE HEADQUARTERS

			Rates Effective		
<u>Jab No.</u>		<u>7/1/2003</u>	9/29/2003 7/1/2004	7/1/2005	7/1/2006
3354	Plant/GC&MS Repairman Apprentice				
3357	Plant/GC&MS Electrical Apprentice				
3360	Plant/GC&MS Machinist Apprentice				
	5th six months	23.835	24.670	25.535	26.365
	4th six months	23.330	24.145	24.990	25.800
	3rd six months	22.825	23.625	24.450	25.245
	2nd six months	22.300	23.080	23.890	24.665
	1st six months		22.560	23.350	24.110
3350	GC&MS - Certified Repairman Apprentice				
	7th six months	23.835	24.670	25.535	26.365
	6th six months	23.515	24.340	25.190	26.010
	5th six months	23.160	23.970	24.810	25.615
	4th six months	22.820	23.620	24.445	25.240
	3rd six months	22.475	23.260	24.075	24.855
	2nd six months	22.130	22.905	23.705	24.475
	1st six months		22.560	23.350	24,110
3264	Plant/GC&MS Certified CRA				
3265	GC&MS Certified CRA				
	7 th six months	24.945	25.820	26,725	27.595
	6 th six months		25,485	26.375	27.230
	5 th six months		25.120	26,000	26.845

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APPENDIX - HOURLY WAGE RATES DORSETT INTERPLANT MAINTENANCE HEADQUARTERS

Job No.		7/1/2003	Rate: 9/29/2003	s Effective 7/1/2004	7/1/2005	7/1/2006
3355 3358 3362	GC&MS - Repairman Apprentice GC&MS - Electrical Repairman Apprentice GC&MS - Machinist Repairman Apprentic					
	5th six months 4th six months 3rd six months 2nd six months 1st six months	23.835 23.330 22.825 22.300		24.670 24.145 23.625 23.080 22.560	25.535 24.990 24.450 23.890 23.350	26.365 25.800 25.245 24.665 24.110
0750 0751 0752 0753	GC&MS Electrical Working Foreman—— GC&MS Machinist Working Foreman—— GC&MS Repairman Working Foreman—— GC&MS Certified Repairman Working Fore	eman	30.135	31.190 31.190 31.190 32.450	32.280 32.280 32.280 33.585	33.330 33.330 33.330 34.675

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APPENDIX - HOURLY WAGE RATES KEOKUK PLANT

			Rates Ef	<u>fective</u>	
Job No.		7/1/2003	7/1/2004	7/1/200 <u>5</u>	<u>7/1/2006</u>
3947	Hydro Plant Technician-	- 31,710	32.820	33.970	35.075
3948	Hydro Plant Technician in Training	31.065	32.150	33.275	34.355
3953	Hydro Maintenance Technician	30.405	31.470	32.570	33.630
3949	Hydro Maintenance Technician Appr	entice			
55,5	5 th step		31.150	32.240	33.290
	4 th step		30.815	31.895	32.930
	3 rd step		30.495	31.560	32.585
	2 nd step		30.165	31.220	32.235
	1* step		29.835	30.880	31.885
3950	Hydro Maintenance Mechanic	28.505	29.505	30.540	31.535
3951	Hydro Maintenance Mechanic Appre	entice			
	4 th step		27.310	28.265	2 9 .185
	3 rd step	24.615	25.475	26.365	27.220
	2 nd step		23.655	24.485	25.280
	1 st step		22.560	23.350	24.110
3952	Utility Worker	20.815	21.545	22.300	23.025
3957	Station Meter Tester————	31,055	32.140	33.265	34.345
	• •	. 85 .	•	Keoku	ak.

APPENDIX - HOURLY WAGE FATES LABADIE PLANT

Rates Effective

			Rate	s chective		
Job No.		7/1/2003	9/29/03	7/1/2004	7/1/2005	7/1/2006
	Apprentices					
3257	Electrical Repairman Apprentice					
3260	Machinist Repairman Apprentice					
3235	Repairman Apprentice					
	5th six months	23.835		24.670	25.535	26.365
	4th six months	23.330		24.145	24.990	25.800
	3rd six months	22.825		23.625	24.450	25.245
	2nd six months	22.300		23.080	23.890	24.665
	1st six months	21.795		22.560	23.350	24.110
3243	Master Technician Apprentice					
	6th step - 12 months	27.220		28.175	29.160	30.110
	5th step - 11 months	24.850		25.720	26,620	27.485
	4th step - 4 months	24.320		25.170	26.050	26.895
	3rd step - 4 months	23.780		24.610	25.470	26.300
	2nd step - 4 months	23.240		24.055	24.895	25.705
	1st step - 7 months	22.730		23.525	24.350	25.140
3253	Certified Repairman Apprentice					_0.770
	7th six months	23.835		24.670	25.535	26.365
	6th six months	23.515		24.340	25.190	26.010
	5th six months —	23.160		23.970	24.810	25.615
	4th six months —————			23.620	24.445	25.240
	3rd six months	22.475		23.260	24.075	24.855
	2nd six months			22.905	23.705	24.475
	1st six months			22.560	23.350	24.110
		96			Labadie	~~

APPENDIX - HOURLY WAGE RATES LABADIE PLANT

Rates Effective

Job No.		<u>7/1/2003</u>	7/1/2004	<u>7/1/2005</u>	7/1/2006
	Journeymen				
3256	Electrical Repairman)				
3100	Interplant Maintenance Serviceman)				
3101	Tool Repairman/Truck Driver)				
3263	Lubrication Serviceman) —————	27.395	28,355	29.345	30.300
3261	Building Repairman)				
3259	Machinist Repairman)				
3252	Repairman)				
3262	Tool Repairman)				
3255	Electrical Repairman Leader)				
3258	Senior Machinist Repairman)	28.445	29,440	30.470	31.460
3250	Senior Renairman)				
3251	Certified Repairman	28.505	29.505	30.540	31.535
2871	Chemical Tester——————	30.360	31.425	32.525	33.580
2880	Chemical Tester Leader	31.215	32,310	33.440	34.525
2878	Senior Chemical Tester	34.125	35,320	36.555	37.745
3320	Master Technician	30.405	31.470	32.570	33.630
1810	Power Station Porter (Grandfathered)				
	Final	19.005	19.670	20.360	21.020
	2nd six months	17.575	18,190	18.825	19.435
	1st six months		16.690	17.275	17.835
		87		Labedie	

APPENDIX - HOURLY WAGE FATES LABADIE PLANT

			Rate	es Effective		
Job No.	•	<u>7/1/2003</u>	9/29/03	7/1/2004	<u>7/1/2005</u>	<u>7/1/2006</u>
3321	Stationman (Grandfathered)					
	Final	19.800		20.495	21,210	21,900
	2nd six months	18.310		18.950	19,615	20.250
	1st six months	16.800		17.390	18.000	18.585
1851	Power Station Porter					
	Final	15.590				
	2 nd six months	14,285				
	1st x months ———————	12.980				
1850	Power Station Laborer					
	Final	15.590		16,135	16,700	17.245
	2nd six months	14.285		14.785	15.300	15.795
	1st six months	12.980		13.435	13.905	14,355
1852	Plant Relief Worker	21.970				
1924	Truck Driver	20.815				
3852	Unit Operating Engineer	31.710		32.820	33.970	35,075
3851	Assistant Unit Operating Engineer			02.020	00.0.0	00,010
3750	Coal Equipment Operating Engineer	26 890		27.830	28.805	29.740
3850	Plant Operating Engineer-			21.000	20.000	20,740
0651	Electrical Working Foreman—		30.135	31.190	32.280	33.330
0652	Machinist Working Foreman-		30.135	31.190	32.280	33,330
	-	88	JU. 133	31.190	JZ.ZOU Labadie	33,330
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APPENDIX - HOURLY WAGE RATES LABADIE PLANT

		. <u></u>	O-4-	- F		
				s Effective		T-14
<u>Job No.</u>		<u>7/1/2003</u>	<u>9/29/03</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	7/1/2006
0653	Repairman Working Foreman		30,135	31.190	32.280	33.330
			31.355	32.450	33.585	34.675
0654	Certified Repairman Working Foreman —			30.615	31.685	32.715
0655	Coal Equip Oper Engr Working Foreman		29.580	14.800	15.320	15.820
0656	Laborer Working Foreman		14.300			
0657	Master Technician Working Foreman		33.445	34.615	35.825	36.990
0986+	Production Oper Engr (grandfathered AUC	DE)	29.305	30.330	31.390	32.410
0987+	Production Oper Engr Electrician Repairm		29.710	30.750	31.825	32.860
0988+	Production Oper Engr Machinist Repairma		29.710	30.750	31.825	32.860
0989+	Production Oper Engr Repairman		29.710	30,750	31.825	32.860
0990+	Production Oper Engr (grandfathered PO	Ξ)	26.890	27.830	28.805	29.740
1603+	Chief Operating Engineer		33.710	34.890	36.110	37.285
1604+	Training Coordinator —		33.710	34,890	36.110	37.285
1605	Laborer (hired 2003)		13.000	13.455	13.925	14.380
1606	Laborer (grandfathered 2003)		15.590	16.135	16.700	17.245
1607	Laborer (driving truck)		20.815	21.545	22.300	23.025
1706+	General Maintenance Helper		20.810	21.540	22.295	23.020
	ve upon implementation of the Productio	n Crews				
3236	Certified CRA (2003 program)					
0200	7 th step ———————		24,945	25.820	26,725	27.595
	6 th step		24.625	25.485	26.375	27.230
	5 th step		24,270	25.120	26.000	26.845
		89			Labacio	

APPENDIX - HOURLY WAGE RATES LAKESIDE DISTRICT

Job No.		7/01/2003	Rates Effect 7/1/2004	<u>zive</u> 7/1/2005	<u>7/1/2006</u>
	Apprentices				
1724	Trouble Serviceman Apprentice				
	5th six months	23.835	24.670	25.535	26.365
	4th six months ————	23.100	23.910	24.745	25.550
	3rd six months	22.645	23.440	24.260	25.050
	2nd six months	22.305	23.085	23.895	24.670
	1st six months	22.030	22.800	23.600	24.365
	Journeymen				
1704	*Trouble Serviceman	27,650	29,250	30.905	31,910
1716	*Trouble Serviceman Leader	29.420	31.080	32.800	33.865
1719	Assistant Trouble Serviceman	22.240	23.020	22 825	
1732	Storekeeper - Lakeside	27.650	28.620	23.825	24.600
1740	Meter Serviceman—————	22.515	23.305	29.620 24.120	30.585 24.905

^{*} These job classifications shall receive a \$.63 per hour additive after the general wage increase on July 1, 2004, and July 1, 2005.

APPENDIX - HOURLY WAGE RATES SUPPLY SERVICE MOTOR TRANSPORTATION LAKESIDE DISTRICT

Job N	<u>o.</u>	<u>7/1/2003</u>	Rates Effect 7/1/2004	tive 7/1/2005	7/1/2006
1734	Assistant General Maintenance Mechanic Lakeside				
	2nd year	22.645	23,440	24.260	25.050
	1st year	21.795	22.560	23.350	24.110
1733	General Maintenance Helper - Lakeside	20.815	21,545	22,300	23.025
1735	General Maintenance Mechanic - Lakeside -	27,840	28.815	29.825	30.795
1736	Senior General Maintenance Mechanic ~				
	Lakeside	29.420	30.450	31.515	32.540

APPENDIX - HOURLY WAGE RATES

ENERGY SUPPLY

			Rates Effe	ective	
<u>Job No.</u>		7/1/2003	7/1/2004	7/1/2005	7/1/2006
2003	Transmission Dispatcher	35.205	36.435	37.710	38.935
	LABOR	RATORY SERVI	ces		
2879	Assistant Chemical Tester 2nd six months 1st six months		29.080 28.660	30.100 29.665	31.080 30.630
2871 2880 2878 2882 2881 2870	Chemical Tester Leader———————————————————————————————————	31.215 34.125 30.405 27.395	31,425 32,310 35,320 31,470 28,355 29,505	32.525 33.440 36.555 32.570 29.345 30.540	33.580 34.525 37.745 33.630 30.300 31.535

			Rate	s Effective		
<u>Job No.</u>		<u>7/1/2003</u>	9/29/03	7/1/2004	7/1/2005	7/1/2006
	Apprentices					
3257	Electrical Repairman Apprentice					
3260	Machinist Repairman Apprentice					
3235	Repairman Apprentice					
	5th six months	23.835		24.670	25.535	26,365
	4th six months	23.330		24.145	24.990	25.800
	3rd six months	22.825		23.625	24.450	25.245
	2nd six months	22.300		23.080	23.890	24.665
	1st six months	21.795		22.560	23.350	24.110
3243	Master Technician Apprentice			•		
	6th step - 12 months	27.220		28.175	29.160	30,110
	5th step - 11 months	24.850		25.720	26.620	27.485
	4th step - 4 months-	24.320		25.170	26.050	26.895
	3rd step - 4 months	23.780		24.610	25.470	26.300
	2nd step - 4 months			24.055	24.895	25.705
	1st step - 7 months			23.525	24.350	25.140
3253	Certified Repairman Apprentice					
	7th six months	23.835		24.670	25.535	26.365
	6th six months	23,515		24.340	25.190	26.010
	5th six months	23,160		23.970	24.810	25.615
	4th six months	22 820		23.620	24.445	25.240
	3rd six months			23.260	24.075	24.855
	2nd six months			22.905	23.705	24.475
	1st six months			22.560	23.350	24.110
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			Rate	s Effective		
<u>Job No.</u>		7/1/2003			7/1/2005	7/1/2006
J	lourneymen			٠		
3256	Electrical Repairman)					
3100	Interplant Maintenance Serviceman)					
3101	Tool Repairman/Truck Driver)					
3263	Lubrication Serviceman)	27 395		28.355	29.345	30.300
3261	Building Repairman)	_,,,,,,,,		20.000	20.040	30.300
3259	Machinist Repairman)					
3252	Repairman)					
3262	Tool Repairman)					
3255	Electrical Repairman Leader)					
3258	Senior Machinist Repairman)	28.445		29.440	30.470	31.460
3250	Senior Repairman)			20.170	30.475	01.400
3251	Certified Repairman	28.505		29.505	30.540	31.535
2871	Chemical Tester			31.425	32.525	33.580
2880	Chemical Tester Leader			32.310	33.440	34.525
2878	Senior Chemical Tester	34.125		35.320	36.555	37.745
3320	Master Technician	30.405		31.470	32,570	33.630
1924	Truck Driver	20.815		01,470	QZ,070	03.030
1809	Power Station Laborer (Grandfathered)					
1810	Power Station Porter (Grandfathered)					
	Final ————————	19.005		19.670	20.360	21.020
	2nd six months	17.575			18.825	19.435
	1st six months	16,125			17.275	17.835
		94		. 5,550	Meramec	

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			Rate	s Effective		
<u> Job No.</u>		<u>7/1/2003</u>	9/29/03	<u>7/1/2004</u>	7/1/2005	7/1/2006
1851	Power Station Porter					
1931	Final	15 EQD				
	2 nd six months —————					
	1st months	12.900				
1850	Power Station Laborer					
	Final ——————			16.135	16,700	17.245
	2nd six months			14.785	15,300	15.795
	1st six months	12.980		13,435	13.905	14.355
1852	Plant Relief Worker	21.970				
3750	Coal Equipment Operating Engineer			27.830	28.805	29.740
3852	Unit Operating Engineer			32,820	33.970	35.075
3851	Assistant Unit Operating Engineer					•
3850	Plant Operating Engineer					
3000	Plant Operating Engineer	20.050				
0651	Electrical Working Foreman		30.135	31.190	32.280	33.330
0652	Machinist Working Foreman		30.135	31.190	32.280	33.330
0653	Repairman Working Foreman		30.135	31.190	32,280	33.330
0654	Certified Repairman Working Foreman		31.355	32,450	33,585	34.685
0655	Coal Equip Oper Engr Working Foreman		29.580	30.615	31,685	32.715
0656	Laborer Working Foreman		14.300	14.800	15.320	15.820
0657	Master Technician Working Foreman		33.445	34.615	35.825	36.990
UQOF	Master recimical Morking Foreman		33.743	37.013	J.J.UZJ	30.930

			Rate	es Effective		
<u>Job No.</u>	7/1/2	003	9/29/03	7/1/2004	7/1/2005	7/1/2006
0986+	Production Oper Engr (grandfathered AUOE)		29.305	30.330	31.390	32.410
0987+	Production Oper Engr Elec Repairman		29.710	30.750	31.825	32.860
0988+	Production Oper Engr Mach Repairman-		29.710	30.750	31.825	32.860
0989+	Production Oper Engr Repairman		29.710	30.750	31.825	32.860
0990+	Production Oper Engr (grandfathered POE)		26.890	27.830	28.805	29.740
1603+	Chief Operating Engineer————		33,710	34.890	36.110	37.285
1604+	Training Coordinator		33.710	34.890	36.110	37.285
1605	Laborer (hired 2003)		13,000	13.455	13.925	14.380
1606	Laborer (grandfathered 2003)		15,590	16.135	16.700	17.245
1607	Laborer (driving truck)		20.815	21.545	22.300	23.025
1706+	General Maintenance Helper		20.810	21.540	22.295	23.020
+ Effective	re upon implementation of the Production Crev	ev			CL.EDO	20.020
3236	Certified CRA (2003 program)					
	7 th step		24.945	25.820	26.725	27,595
	6 th step		24.625	25,485	26.375	27.230
	5 th step ——————		24.270	25,120	26,000	26.845

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APPENDIX - HOURLY WAGE RATES OSAGE PLANT Partor Effective

		Rates Effective						
Job No.		7/1/2003	7/1/2004	7/1/2005	7/1/2006			
3947	Hydro Plant Technician-	31.710	32.820	33.970	35.075			
3948	Hydro Plant Technician in Training	31.065	32.150	33.275	34.355			
3953	Hydro Maintenance Technician	30.405	31.470	32.570	33.630			
3949	Hydro Maintenance Technician Appre	entice						
	5 th step	30.095	31.150	32.240	33.290			
	4 th step	29.775	30.815	31.895	32.930			
	3" step	29.465	30.495	31.560	32,585			
	2 nd step	29.145	30.165	31.220	32.235			
	1* step	28.825	29.835	30.880	31.885			
3950	Hydro Maintenance Mechanic	28.505	29.505	30.540	31.535			
3951	Hydro Maintenance Mechanic Apprei	ntice						
	4 th step	26.385	27.310	28.265	29.185			
	3 rd step	24.615	25.475	26.365	27.220			
	2 nd step	22.855	23.655	24.485	25.280			
	1 step	21.795	22.560	23.350	24.110			
3952	Utility Worker	20.815	21.545	22.300	23.025			
3956	Temporary Laborer - Mosquito Fleet-	16.125	16.690	17.275	17.835			
3954	Mosquito Fleet Leader - HMT		32.555	33.695	34,790			
3955	Mosquito Fleet Leader - HMM		30.590	31.660	32.690			
		*						

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Pater Effective

		Kates Effective					
Job No	<u>.</u>	7/1/2003	9/29/03	7/1/2004	7/1/2005	7/1/2006	
	Apprentices						
3257	Electrical Repairman Apprentice						
3260	Machinist Repairman Apprentice						
3235	Repairman Apprentice						
	5th six months	23 835		24.670	25,535	26,365	
	4th six months			24.145	24.990	25.800	
	3rd six months			23.625	24.450	25.245	
	2nd six months			23.080	23.890	24.665	
	1st six months			22.560	23.350	24.110	
3243	Master Technician Apprentice	21.700		22.900	23.330	24.110	
	6th step - 12 months	27 720		28.175	29.160	30.110	
	5th step - 11 months			25.720	26.620	27.485	
	4th step - 4 months			25.720	26.050		
	3rd step - 4 months			24.610	25.470	26.895	
	2nd step - 4 months			24,010		26.300	
	1st step - 7 months			23.525	24.895	25.705	
3253	Certified Repairman Apprentice	ZZ.730		23.323	24.350	25.140	
	7th six months	22 025		24.670	05.606		
	6th six months			24,670	25.535	26.365	
	5th six months			24.340	25.190	26.010	
	4th six months			23.970	24.810	25.615	
				23.620	24.445	25.240	
	3rd six months			23,260	24.075	24.855	
	2nd six months			22.905	23.705	24.475	
	1st six months ————	21.795		22,560	23.350	24.110	
		98			Rush (stand		

RUSH ISLAND PLANT

Rates Effective

Job No.		7/1 <u>/</u> 2003	9/29/03	7/1/2004	<u>7/1/2005</u>	7/1/2006
	loumeymen .					
3256	Electrical Repairman)					
3100	Interplant Maintenance Serviceman)					
3101	Tool Repairman/Truck Driver)					
3263	Lubrication Serviceman)	27.395		28.355	29.345	30.300
3261	Building Repairman)					
3259	Machinist Repairman)					
3252	Repairman)					
3262	Tool Repairman)					
3255	Electrical Repairman Leader)					
3258	Senior Machinist Repairman)	28. 44 5		29,440	30.470	31.460
3250	Senior Repairman)					
3251	Certified Repairman	28.505		29.505	30.540	31.535
2871	Chemical Tester	30.360		31,425	32.525	33.580
2880	Chemical Tester Leader	31.215		32,310	33.440	34.525
2878	Senior Chemical Tester	34.125		35.320	36.555	37.745
3320	Master Technician	30.405		31.470	32.570	33.630
1810	Power Station Porter (Grandfathered)					
	Final	19.005		19.670	20.360	21.020
	2nd six months	17.575		18.190	18.825	19.435
	1st six months	16.125		16.690	17.275	17.835
		99	:		Rush Island	

			Rate	s Effective		
Job No.		7/1/2003		7/1/2004	<u>7/1/2005</u>	7/1/2006
3321	Stationman (Grandfathered)					
	Final	19.800		20.495	21,210	21.900
	2nd six months			18,950	19,615	20.250
	1st six months —————	16.800		17 390	18.000	18.585
1851	Power Station Porter					
	Final ———————	15.590	•			
	2 nd six months ————————	14.285				
	1 st six months	12.980				
1850	Power Station Laborer					
	Final	15.590		16.135	16.700	17.245
	2nd six months —————	14.285		14.785	15.300	15.795
	1st six months	12.980		13.435	13.905	14.355
1852	Plant Relief Worker-	21.970				
1924	Truck Driver	20.815				
3852	Unit Operating Engineer	31.710		32.820	33.970	35,075
3851	Assistant Unit Operating Engineer			VZ.VZ.	30.313	00,070
3750	Coal Equipment Operating Engineer)	26.890		27.830	28.805	20.740
3850	Plant Operating Engineer -	26.890		27.030	20.003	29.740
0651	Electrical Working Foreman-		30.135	74.400		
0652	Machinist Working Foreman		30.135		32.280	33,330
		00	30.135	31.190	32.280 Rush Island	33.330

	Rates Effective							
<u>Job No.</u>		7/1/2003	9/29/03	7/1/2004	7/1/2005	7/1/2006		
0653	Repairman Working Foreman		30.135	31.190	32.280	33.330		
0654	Certified Repairman Working Foreman -		31.355	32.450	33.585	34.675		
0655	Coal Equip Oper Engr Working Foreman		29.580	30.615	31.685	32.715		
0656	Laborer Working Foreman		14.300	14.800	15.320	15.820		
0657	Master Technician Working Foreman		33.445	34.615	35.825	36.990		
0986+	Production Oper Engr (grandfathered AUC	E)	29.305	30.330	31.390	32.410		
0987+	Production Oper Engr Elec Repairman		29.710	30.750	31.825	32.860		
0988+	Production Oper Engr Mach Repairman –		29.710	30.750	31.825	32.860		
0989+	Production Oper Engr Repairman		29.710	30.750	31.825	32.860		
0990+	Production Oper Engr (grandfathered POE)	26.890	27.830	28.605	29.740		
1603+	Chief Operating Engineer		33.710	34.890	36.110	37.285		
1604+	Training Coordinator		33.710	34.890	36.110	37.285		
1605	Laborer (hired 2003)		13.000	13.455	13.925	14.380		
1606	Laborer (grandfathered 2003)		15.590	16.135	16.700	17.245		
1607	Laborer (driving truck)		20.815	21.545	22.300	23.025		
1706+	General Maintenance Helper		20.810	21.540	22.295	23.020		
+ Effectiv	re upon implementation of the Production	Crews						
3236	Certified CRA (2003 program)							
	7 th step		24.945	25.820	26.725	27.595		
	6 th step		24.625	25.485	26.375	27,230		
	5 th step		24.270	25.120	26.000	26.845		
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APPENDIX - HOURLY WAGE RATES SIOUX PLANT

Pates Effective

		Rates Effective				
<u>Job No.</u>		<u>7/1/2003</u>	<u>\$/29/03</u>	7/1/2004	7/1/2005	7/1/2006
	Apprentices					
3257	Electrical Repairman Apprentice					
3260	Machinist Repairman Apprentice					
3235	Repairman Apprentice					
	5th six months	23,835		24.670	25,535	26.365
	4th six months			24.145	24.990	25.800
	3rd six months			23.625	24.450	25.245
	2nd six months			23.080	23.890	24.665
	1st six months			22.560	23.350	24.110
3243	Master Technician Apprentice			22.000	20.550	24.110
	6th step - 12 months	27.220		28.175	29.160	30.110
	5th step - 11 months			25.720	26.620	27.485
	4th step - 4 months			25.170	26.050	26.895
	3rd step - 4 months			24.610	25.470	26.300
	2nd step - 4 months			24.055	24.895	25.705
	1st step - 7 months			23.525	24.350	
3253	Certified Repairman Apprentice			20.020	24.330	25.140
	7th six months	23 835		24.670	25.535	
	6th six months —	23.515		24.340		26.365
	5th six months ————				25.190	26.010
	4th six months	22 820				25.615
	3rd six months	22.020		_		25.240
	2nd six months	22.473				24.855
	1st six months ——————	24.130				24.475
		27./95 02		22.560		24.110
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APPENDIX - HOURLY WAGE RATES SIOUX PLANT

			Rate	s Effective		
<u>Job No.</u>		7/1/2003	9/29/03	7/1/2004	7/1/2005	<u>7/1/2006</u>
3256	Journeymen Electrical Repairman)					
3200 3100	Interplant Maintenance Serviceman)					
3101	Tool Repairman/Truck Driver)					
3263	Lubrication Serviceman)	27.395		28.355	29.345	30.300
3261	Building Repairman)	£1,000		20,200	20,0,0	
3259	Machinist Repairman)					
3252	Repairman)					
3252 3262	Tool Repairman)					
3202) oo kepaliman					
3255	Electrical Repairman Leader)					
3258	Senior Machinist Repairman)	28,445		29.440	30.470	31.460
3250	Senior Repairman)					
3251	Certified Repairman——————	28,505		29.505	30.540	31.535
2871	Chemical Tester——————	30.360		31.425	32.525	33.580
2880	Chemical Tester Leader	31.215		32.310	33.440	34.525
2878	Senior Chemical Tester	34.125		35.320	36.555	37.745
3241	Control Technician	27.220		28.175	29.160	30.110
3320	Master Technician	30,405		31.470	32.570	33.630

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APPENDIX - HOURLY WAGE RATES SIOUX PLANT

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		-	Rate	s Effective		
<u>Job No.</u>		7/1/2003	9/29/03	7/1/2004	7/1/2005	7/1/2006
1809	Power Station Laborer (Grandfathered)				•	
1810	Power Station Porter (Grandfathered)					
	Final	19.005		19.670	20.360	21.020
	2nd six months			18.190	18.825	19.435
	1st six months			16.690	17.275	17.835
3321	Stationman (Grandfathered)	10.120		(0.000	11.213	11.000
	Final	19.800		20.495	21,210	21.900
	2nd six months			18.950	19.615	20.250
	1st six months —————			17.390	18.000	
1850	Power Station Laborer	10.000		17.330	10.000	18.585
	Final ——————	15 590		16.135	16.700	17.245
	2 nd six months —————	14 285		14.785	15.300	
	1 st six months	12.080		13.435	13.905	15.795
1851	Power Station Porter	12.500		13.435	13.905	14.355
	Final —	15 500				
	2nd six months					
	1st six months					
1852	Plant Relief Worker-					
1924	Truck Driver					
3852						
3851	Unit Operating Engineer			32.820	33.970	35.075
3750	Assistant Unit Operating Engineer					
3850	Coal Equipment Operating Engineer	26.890		27.830	28.805	29.740
2000	Plant Operating Engineer					
	•	24			SIOUX	

APPENDIX - HOURLY WAGE RATES SIOUX PLANT

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Rates Effective						
<u>Job No.</u>	Ī	7/1/2003	9/29/03	7/1/2004	<u>7/1/2005</u>	7/1/2006
0651	Electrical Working Foreman-		30.135	31.190	32.280	33.330
0652	Machinist Working Foreman		30.135	31.190	32.280	33.330
0653	Repairman Working Foreman		30.135	31.190	32.280	33,330
0654	Certified Repairman Working Foreman —		31.355	32.450	33.585	34.675
0655	Coal Equip Oper Engr Working Foreman		29.580	30.615	31.685	32,715
0 656	Laborer Working Foreman		14.300	14.800	15.320	15.820
0657	Master Technician Working Foreman —		33.445	34.615	35.825	36.990
0986+	Production Oper Engr (grandfathered AUOE	E)	29.305	30.330	31,390	32.410
0987+	Production Oper Engr Elec Repairman —		29,710	30.750	31.825	32.860
0988+	Production Oper Engr Mach Repairman-		29.710	30.750	31 825	32.860
0989+	Production Oper Engr Repairman		29.710	30.750	31.825	32.860
0990+	Production Oper Engr (grandfathered POE)		26.890	27.830	28.805	29.740
1603+	Chief Operating Engineer		33.710	34.890	36.110	37.285
1604+	Training Coordinator		33.710	34.890	36,110	37.285
1605	Laborer (hired 2003)		13.000	13.455	13.925	14.380
1506	Laborer (grandfathered 2003)		15.590	16.135	16.700	17.245
1607	Laborer (driving truck)		20.815	21.545	22.300	23.025
1706+	General Maintenance Helper		20.810	21.540	22.295	23.020
	e upon implementation of the Production	Crews	20.010	21.540	ZZ,Z9G	23.020

APPENDIX - HOURLY WAGE RATES SIOUX PLANT

			Rate	s Effective		
Job No.		7/1/2003	9/29/03	7/1/2004	7/1/2005	7/1/2006
3236	Certified CRA (2003 program)					
	7 th step —————		24.945	25.820	26.725	27.595
	6 th step ———————		24.625	25.485	26.375	27.230
	5 th step ——————		24.270	25.120	26.000	26.845

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APPENDIX - HOURLY WAGE RATES TAUM SAUK PLANT

			Rates Effect	<u>tive</u>	
<u>Job No.</u>		7/1/2003	7/1/2004	7/1/2005	<u>7/1/2006</u>
3947	Hydro Plant Technician	31.710	32.820	33.970	35.075
3948	Hydro Plant Technician in Training	31.065	32.150	33.275	34.355
3953	Hydro Maintenance Technician	30.405	31.470	32.570	33.630
3949	Hydro Maintenance Technician Apprentice				
	5 th step	30.095	31.150	32.240	33.290
	4 th step	29.775	30.815	31.895	32,930
	3 rd step	29.465	30.495	31.560	32.585
	2 nd step —————————	29.145	30,165	31.220	32.235
	1step	28.825	29.835	30.880	31.885
3950	Hydro Maintenance Mechanic	28.505	29.505	30.540	31.535
3951	Hydro Maintenance Mechanic Apprentice				
	4 th step	26.385	27.310	28.265	29.185
	3 rd step	24,615	25.475	26.365	27,220
	2 nd step	22.855	23.655	24.485	25,280
	1 st step	21.795	22.560	23.350	24.110
3952	Utility Worker	20.815	21,545	22.300	23.025

APPENDIX - HOURLY WAGE RATES VENICE PLANT

			Rates Effecti	e		
<u>Job No.</u>		7/1/2003	7/1/2004	<u>7/1/200</u> 5	7/1/2006	
0850	Plant Technician	31.710	32.820	33.970	35.075	
0851	Plant Operator——————	29.305	30.330	31.390	32.410	

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Accident on duty:	
Full day allowed in case of	50
Prevention	55
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