

AGREEMENT

THIS AGREEMENT, effective as of May 1, 1996 by and between Kansas City Power & Light Company, a Corporation (hereinafter referred to as the "Company"), and Local Union No. 1613 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor and the Congress of Industrial Organizations (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the National Labor Relations Board has certified the Union as the exclusive representative of all of the non-supervisory office and clerical employees of the Company, exclusive of such employees in the Production department and exclusive of all confidential, professional and administrative employees, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, the Company and the Union have agreed (with the consent of other Local Unions affected) that certain job classifications included by the National Labor Relations Board in said certification can be represented more conveniently by other Local Unions representing employees of the Company;

NOW THEREFORE, in consideration of the foregoing premises, of the mutual covenants herein contained and of the valuable considerations and benefits to be derived here from by the parties to this Agreement and those represented by them, it is hereby agreed as follows:

ARTICLE I

Purposes of Agreement

(a) The purposes of this Agreement are: to provide a procedure for the adjustment of individual grievances and a procedure for the adjustment of all questions or disputes regarding interpretation or application of any provision of this Agreement, including final resort to arbitration if necessary; to recognize the Union as the sole and exclusive bargaining agency for the present and future classifications of employees in the bargaining unit herein before referred to, and to provide for its security; to prescribe the wage rates, hours of work, working conditions and other conditions of employment of said classifications of employees; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the parties hereto and of those persons affected hereby.

(b) To the extent permitted by law, the parties agree that in the event of (1) the sale by the Company of all or substantially all of its assets, (2) a purchase of 10% or more of the stock of the Company, including where there is a resulting change in a majority of its Board of Directors, or (3) the merger of the Company with another corporation, this Agreement shall be binding on the purchaser, successor or such merged corporation as the case may be.

ARTICLE II

Duration--Termination--Changes

Section 1. Duration and Termination

This Agreement shall become effective as of May 1, 1996, and shall remain in force and effect to and including March 31, 1999, (hereinafter referred to as the "initial term"), and thereafter from year to year, subject to termination, modification or amendment as hereinafter in this Article provided. Either party may terminate this Agreement on March 31, 1999, or any succeeding March thirty-first, by serving a written notice to that effect upon the other party not later than sixty calendar days prior to the proposed date of termination.

Section 2. Changes

(a) At the expiration of the initial term of this Agreement or at the expiration of any succeeding contract year thereafter, if said Agreement be then in effect and notice of termination has not been given, changes may be made herein by agreement between the contracting parties. The party desiring such change or changes shall notify the other party in writing of the desired change or changes in such reasonable detail as to make same clear and understandable not later than sixty calendar days prior to March 31, 1999, or any succeeding March thirty-first thereafter while this Agreement is in force; whereupon the change or changes so requested shall be promptly considered by the duly accredited representatives of the Union and the duly accredited representatives of the Company in joint session, and any change or changes agreed upon shall be incorporated in and become a part of this Agreement, effective as of such date (in no event prior to March thirty-first next succeeding the date of such notice) as the parties may specify; and should the parties be unable to agree by March thirty-first next succeeding the date of such notice upon the change or changes desired or the effective date thereof after all reasonable efforts to do so, the provisions of Article XIV shall no longer be applicable.

(b) The list of employees with incumbency rights and recall rights set forth in Appendix E are incorporated by reference into the principal collective bargaining contract herein and together with the principal collective bargaining contract, represent the written understanding of the parties for the term of the principal contract.

(c) The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

ARTICLE III

Union Recognition and Security

Section 1. Recognition

(a) The Company recognizes the Union as the exclusive representative of all present and future employees of the Company within the job classifications set forth by name and number in Appendix B and any job classifications established in the bargaining unit after the effective date of this Agreement (and this Agreement covers only such job classifications) for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The Company and the Local have agreed that word processing equipment will be assigned to employees where needed without regard to whether the work will be performed by

ARTICLE III (Continued)

a member of the Local or a management employee, much the same as data processing terminals are assigned at present. The Local has agreed not to challenge these assignments through the grievance and arbitration procedure or through the NLRB or any other forum.

Section 2. Union Security

(a) All present regular employees of the Company covered by this Agreement shall, as a condition of continued employment, remain members in good standing of the Union or tender to the Union on a monthly basis the equivalent of dues required by the Union as a condition of retaining "BA" membership.

(b) Any person now or hereafter employed as a probationary employee of the Company covered by this Agreement shall, as a condition of continued employment, obtain a work card from the Union on the 30th day following the date of employment, and shall maintain such working card in effect by tendering to the Union a sum equivalent to the monthly dues required by the Union as a condition of retaining "BA" membership. Such employee, on the 180th day following the date of employment, as a condition of continued employment, shall either become a member of the Union in good standing, or shall tender to the Union a sum equivalent to initiation fee and on a monthly basis a sum equivalent to the dues required by the Union as a condition of retaining "BA" membership.

Section 3. Check-off

(a) The Company will make monthly deductions of membership dues (or their equivalent) on behalf of the Union from the wages of any employee covered hereby who may authorize the Company in writing to do so. Sums so deducted will be paid to the Financial Secretary of the Union.

(b) The Company will make deductions for a political action committee from the wages of any employee covered hereby who may authorize the Company in writing to do so. Sums so deducted will be paid to the Financial Secretary of the Union.

ARTICLE IV

Union-Company Relationship

Section 1. Management

(a) The Union recognizes that the management of the Company, including the rights to employ, transfer, promote, demote, direct, and discipline for just cause, the employees covered by this Agreement, to prescribe, put into effect, and change work schedules so long as such action is not contrary to any provision of this Agreement, to plan and control Company operations, and to lay off employees because of lack of work, is vested exclusively in the Company.

(b) The Union also recognizes that the right to discontinue the services of probationary employees is vested exclusively in the Company.

(c) The Company retains the right to determine and implement an appearance code for employees as required.

ARTICLE IV (Continued)

(d) The Company retains the right to determine manning requirements for equipment and crews with due regard to safety requirements concerning the work to be performed.

Section 2. Diligent Work and Service

(a) The Union agrees that its members will individually and collectively perform safe, efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the Company from injury; and that it will at all times cooperate with the Company in raising the standard of ability and efficiency of the employees in order that they may become increasingly proficient in their duties and thereby make the service of the Company more desirable, economical and attractive to the public.

(b) The Company and Union agree to cooperate with each other in promoting safety, harmony and efficiency among the employees covered by this Agreement.

Section 3. Good Faith

Neither the Company nor the Union, through their respective officers, representatives, agents, committees or members, shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.

Section 4. Non-discrimination

(a) The Company and the Union agree to continue their policy of non-discrimination in compliance with all applicable Federal, State, and Municipal laws. The parties also agree they will disregard any indicated preference for members of one sex or members of a particular age group contained in any job descriptions or specifications previously adopted by the parties insofar as such an indicated preference may conflict with Local, State or Federal law.

(b) References to "he," "his" or "she" or "her" in this Agreement are not intended to refer to one gender but are equally applicable to both sexes. In addition, any reference to sex, age, race, religion or physical condition in this Agreement or in any documents the parties might rely on such as job descriptions is not intended to indicate a preference for one group over another and such information will only be used as permitted by Local, State and Federal laws and in accordance with the parties' commitment to a policy of providing equal opportunities in all aspects of employment.

Section 5. Bulletin Boards

The Company will permit the Union to use the Company's bulletin boards for the posting of notices announcing dates and places of meetings and elections and all other official Union business. Each notice posted on a bulletin board shall bear the signature of an officer of the Union. It is expressly understood that the posting of notices on the Company's property is a privilege, and shall not be abused.

ARTICLE V

Seniority and Service--Seniority Lists Promotions--Demotions--Displacements--Layoffs Bidding Procedure

Section 1. Definitions

(a) The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by the Company for regular employment without limitation as to time who has not completed six months of continuous service with the Company. The term "regular employee" means any individual engaged by the Company for regular employment without limitation as to time who has completed six months of continuous service with the Company.

(b) The term "seniority rights" means the rights accruing to regular employees through job seniority or Company Service which entitles them to the preferences provided for in this Agreement. An employee who resigns from the Company or is discharged for cause or whose layoff has become permanent as provided in Section 2(d) of this Article shall lose all seniority rights.

(c) Temporary employees (those hired to work less than six months consecutive service) will be exempt employees not covered by the provisions of this Agreement. A temporary employee will be limited to two periods of employment of less than six months. If after one period of employment of less than six months it is felt the employee should be retained for a second such period, written justification for this action must be submitted by the Department Head to the Division Executive of Human Resources. It is understood a small number of temporary employees will continue to be available to work short periods of time for temporary replacement in various departments as an exception to the two temporary periods referred to above. It is further understood temporary employees will be limited to filling openings in bid job vacancies and bottom jobs in lines of progression except when there are no employees in lower jobs in lines of progression qualified for temporary step-ups.

(d) The "geographical districts" of the Company are the Kansas City District, the South District and the East District.

(e) A "line of progression" is a sequence of related job classifications within a geographical district, department or division providing advancement for qualified employees therein. All lines of progression are specifically set forth in Appendix A.

Section 2. Company Service and Job Seniority

(a) After a probationary employee has completed six consecutive months of employment, the employee establishes six months of "Company Service" or "Service" and becomes a regular employee. Once having established Company Service, the employee will accumulate additional Company Service according to the employee's total length of employment with the Company unless broken by resignation, discharge or permanent layoff.

(b) After a probationary or regular employee has completed six consecutive months of employment in a job classification, the employee establishes six months of "Job Seniority" or "Seniority" therein in the employee's line of progression. Once having established Seniority in a job classification in the employee's line of progression, the employee will accumulate additional Seniority therein according to the employee's total length of employment in that job classification, unless broken by resignation, discharge or permanent layoff. If the same job

ARTICLE V (Continued)

classification appears in two or more departments or geographical districts, the employee's Seniority will be confined to the employee's line of progression or geographical district in which the employee's employment occurred.

(c) As of the effective date of this Agreement, all regular employees shall have the Company Service and Job Seniority shown on the Company's records. Correction of errors in such records not heretofore resolved will be made by the Company provided same is requested within sixty days after the date of this Agreement. In computing Service and Seniority after the effective date of this Agreement, no deduction shall be made for a temporary layoff for causes beyond the control of the employee or for any absence permitted under the terms of this Agreement.

(d) If a regular employee is absent because of illness or injury, or is laid off, the employee shall retain the employee's seniority rights and continue to accrue Seniority and Service for two years provided the employee has five years or more of Service, and one year if the employee has less than five years of Service, the employee's name to remain on the seniority lists during such absence. An employee will be considered absent for purposes of this subsection until the employee has returned to work for 30 consecutive working days or more. By mutual agreement between the Company and the Union, the times specified in this subsection may be extended in cases of illness or injury; provided, that such extension shall not extend vacation accruals. (The time limitations set forth in this subsection (d) shall not be applied in connection with employees laid off eligible for recall under Article V, Section 6 (g) provided the employees involved remain in job classifications represented by Local 1613. Such employees will continue to accrue seniority in the job classification from which they were laid off for an indefinite period of time if they remain in job classifications represented by Local 1613.)

(e) If an employee is temporarily transferred to another job, the employee accumulates Seniority only in the employee's regular job.

(f) In case of merger of departments, or the reorganization of a department, the Job Seniority of affected employees will be adjusted by agreement between the parties hereto.

(g) Employees transferring after July 1, 1966 from other bargaining units on the Company's property do not carry with them any Company Service or Job Seniority established prior to the transfer except for such matters as length of vacation, amount of pension and severance pay and similar benefits, and for consideration on job bids for job classifications established as open to Company-wide bidding.

Section 3. Seniority and Service Lists

(a) Lists showing the Job Seniority and Company Service dates of all employees covered by this Agreement will be furnished to the Union and posted by the Company annually on all Seniority Boards that are accessible to employees covered by such lists.

(b) These lists shall be grouped by job classification in the order of Seniority, and shall show the employee's name, Company Service date and Seniority date.

(c) In the absence of objection by the Union to the correctness of the lists within sixty days after receipt, they will be considered approved.

ARTICLE V (Continued)

(d) Each month the Company will inform the Union of personnel changes affecting the seniority lists.

Section 4. Promotions

(a) A "promotion" is an advancement to a higher paying job classification in a line of progression. A "higher paying job classification" is one carrying a higher maximum rate.

(b) If a permanent vacancy occurs in a job classification in a line of progression, it shall be offered, in accordance with Job Seniority, to other qualified employees in the department in the same job classification but at other work locations before it is filled by recall or promotion. (Data Processing Department scheduled temporary vacancies, such as for vacation or extended illness, in the Console Operator classification will be filled by step-up of the senior Data Processing Equipment Operator with no lateral transfers in the Console Operator classification. Scheduled temporary vacancies in the Data Processing Equipment Operator classification will be filled when required by transfer by seniority of an employee in this classification from the shift that would be least impacted as determined by the Supervisor. Unscheduled vacancies will be filled only if warranted by work requirements and when filled will be from the shift involved if adequate manpower is available including step-up to Console Operator of the senior Data Processing Equipment Operator on the shift involved. In the event that sufficient manpower is not available on the shift requiring overtime, the overtime will be offered first within the classification in which the vacancy exists.)

(c) In selecting an employee for promotion, the determining factors shall be ability, qualifications and seniority. If the ability and qualifications of the employees under consideration are equal, the employee with the greatest Job Seniority will be promoted. If the Job Seniority of qualified employees is equal, length of service in line of progression shall govern; and if length of service in line of progression is equal, length of time in this bargaining unit shall govern; and if length of time in this bargaining unit is equal, Company Service shall govern. However, where two or more jobs promote to a single job, Job Seniority will be disregarded and length of service in line of progression shall govern; and if in such circumstances length of service in line of progression is equal, length of time in this bargaining unit shall govern; and if length of time in this bargaining unit is equal, Company Service shall govern.

(d) In case of promotion, if the employee with the greatest Seniority is not selected, the Company will inform the employee and the employee's Steward (in writing if requested) of the reasons why the employee was not selected.

(e) Employees who refuse to accept temporary step-ups, training or permanent promotion for a job higher in the line of progression will be eligible for step-up or promotion to that job classification only after employees who do accept such temporary step-ups, training or permanent promotion. Waivers of promotions shall be in writing and copies of such waivers shall be furnished to the Union. (Data Processing Department - Employees in the Data Processing Equipment Operator classification, Job 495, who are not on job protection will be permitted to select the Tuesday through Saturday shift which is scheduled to step up one day per week to Console Operator, Job No. 483, by seniority without affecting their position for permanent promotion to Console Operator, Job No. 483. It is understood the provisions of this subsection will be applicable for all other situations.)

(f) Employees with promotional rights under Appendix A-1 line of progression may refuse a promotion and retain such rights, subject to provisions of subsection (e) of this

ARTICLE V (Continued)

section, until an employee covered under A-2 is promoted around the A-1 employee. Once a job classification in the line of progression converts from Appendix A-1 to A-2, all Appendix A-1 employees in the line of progression will have waived future promotional rights in that line of progression.

The exception to the above would occur if an Appendix A-2 employee promotes in the line of progression while an Appendix A-1 employee is out of the A-1 line of progression due to a legitimate reason, such as bidding but returns during the first six months as provided for under Article V, Section 5(g) or due to illness. Under these circumstances the Appendix A-1 employee would still be eligible for future promotion opportunities until waived.

If an Appendix A-1 employee voluntarily demotes within the line of progression under the provisions of Article V, Section 6(c), the employee will no longer be eligible to promote in such line of progression.

The parties agree that Labor Relations and the Union will review each situation before the line of progression converts from Appendix A1 to A2.

Section 5. Bidding Procedure

(a) Except as provided in subsections (b) and (e) of this Section 5, and except in cases of reclassification, if a new job classification is created, or if a vacancy occurs in a job classification to which there is no line of progression and no employee is eligible for recall, or if the vacancy is in a line of progression but no qualified employee is available for promotion or recall, the Company will post a notice of the vacancy (hereinafter referred to as a "Bid Job") on bulletin boards accessible to employees covered by this Agreement for a period of six working days. Such notice shall show the job title, a description of the work, the location of the work, the qualifications required and the minimum and maximum wage rate.

(b) Whenever an employee covered by this Agreement is unable to perform the normal duties of the employee's job because of illness or injury, the employee will be considered for placement in another job in the manner set forth in Article XVII.

(c) The only bids which will be considered are those received from regular employees represented by the Union. Any such employees desiring to be considered for a bid job shall submit their bid in writing within said period of six working days upon a standard form furnished by the Company. The Company shall have twenty working days (Monday through Friday, less holidays) after selection of an employee to transfer the employee to the new classification. An employee not transferred within twenty working days after selection will begin receiving the rate of the new job on the 21st working day after selection and will accrue seniority in the new job starting on that date. The Company shall not be required to consider employees who fail to bid as prescribed herein. All employees transferred on bid jobs will be required to complete the full six month probationary period. Upon completion of the probationary period, employees will be eligible for the second step increase; however, future merit increases will be granted using the seniority date computed under this section.

(d) If only one employee bids on a Bid Job the employee will be selected only if the employee is qualified. If two or more qualified employees bid on a Bid Job, the employee with the best qualifications will be selected. If two or more qualified employees bid on a Bid Job and two or more of the best qualified bidders have qualifications which are substantially equal, the job will be awarded to whichever one of such equally qualified bidders has the most seniority in this bargaining unit (except jobs open to Company-wide bidding) and if seniority in

ARTICLE V (Continued)

this bargaining unit is equal to whichever one of such equally qualified bidders has the most Company service. No credit will be given for knowledge or experience gained by an employee while filling the job temporarily prior to the time it was posted for bid.

(e) It shall not be necessary to post for a vacancy which will be filled on a temporary basis for less than six months. If, however, the Company decides to fill such position permanently or for six months or more, the vacancy will be posted.

(f) The Union shall be furnished a copy of each job notice and shall be promptly notified of the names of the bidders and the name and starting wage of the person selected.

(g) If an employee who is selected to fill a Bid Job proves to be incompetent to perform the work of the job during the first six months, or if such an employee does not desire to remain in the job for six months, the employee will be returned to the employee's former job classification and the employee's Job seniority in the former job classification will be credited with the time spent in the Bid Job. The employee will not be eligible for any promotions in the employee's former line of progression until after the employee has actually returned.

(h) Any employee who bids on and is selected for a Bid Job must wait one year from the date of the employee's assignment to the new job before bidding on another Bid Job. If such an employee returns to the employee's former job within six months after the employee's selection for a Bid Job, the employee must wait one year from the date of the employee's return before bidding on another Bid Job.

(i) Probationary, temporary and part-time employees will not be permitted to bid.

Section 6. Demotions and Layoffs

(a) It is the parties' intent that a senior employee will not be laid off before a junior employee without reasonable justification from the established history of poor job performance documented through disciplinary action, above the level of a verbal warning, balanced against the employee's seniority. Only discipline issued within 3 years of the demotion or layoff may be considered by the Company. Disciplinary actions that are being challenged through the grievance procedure shall not be considered until there is a final determination on said grievance.

(b) If demotions become necessary due to reduction of the force, the determining factors shall be seniority and performance record based on disciplinary history as described in subparagraph (a). Employees with the least job seniority will be demoted first, except as described in subparagraph (a). If Job seniority is equal, length of service in line of progression shall govern, and if length of service in line of progression is equal, seniority in this bargaining unit shall govern, and if seniority in this bargaining unit is equal, Company Service shall govern.

(c) If an employee is demoted within a line of progression for any reason, all length of employment in higher job classifications within such line of progression shall be added to the employee's Job seniority in the job classification to which the employee is demoted.

(d) Layoffs from a line of progression due to reduction in the force shall be made from the starting job classification within the line of progression according to seniority in this bargaining unit, except as described in subparagraph (a), after necessary demotions have been made. (Employees in the Transmission and Distribution Clerical Department and the Internal Services Clerical Department as of February 13, 1980, will be considered as a common group

ARTICLE V (Continued)

for layoff purposes only from the bottom jobs under Article V of the current Agreement.) (In the event of demotions or layoffs due to reduction in the force the clerical employees who were members of the Administrative Services Department prior to the reorganization (incumbents as of May 9, 1988), will be treated as a common work group.)

(e) Layoffs from the Company due to reduction of the force from job classifications not in a line of progression shall be made according to seniority in this bargaining unit, except as described in subparagraph (a). If the layoff will result in the employee being able to replace/displace another employee, as provided in (f) below, the layoff will be made according to job seniority.

(f) An employee scheduled for demotion or layoff due to reduction in force may, if qualified, use any job seniority the employee has in another job classification, or in the same job classification but in another line of progression, to replace an employee with less job seniority in that job classification.

(g) When vacancies occur in job classifications from which employees have been demoted, transferred or laid off, they shall be filled by recalling such demoted, transferred or laid off employees who are eligible and qualified, as long as such employees are available. An employee who refuses recall to a temporary or regular vacancy shall have no further recall or seniority rights in the job classification involved. A copy of each recall notice shall be sent to the Union promptly. Such employees shall be recalled in the reverse order in which they were demoted, transferred or laid off. If an employee is so recalled and does not report for work within two weeks after notice of recall shall have been mailed to the employee at the employee's last known address, the employee shall have no further recall or seniority rights in the job classification involved.

(h) A regular employee scheduled to be laid off due to reduction in force will be given two weeks notice prior to the layoff.

Section 7. Displacements

When an employee is displaced from a work location and a vacancy exists in the employee's job classification at another location, the employee will be required to accept the existing vacancy. The employee will not be allowed to displace another employee at another work location. If two or more employees are displaced, selection of the existing vacancy(ies) will be by seniority.

ARTICLE VI

Working Hours--Premium Rates Meal Allowances--Expenses--Holidays

Section 1. Working Hours

(a) The Union and the Company agree to provide for alternate work schedules. Alternate work schedules refers to either alternate starting or ending times or a re-designed work week. Alternate work schedules are intended to provide increased job satisfaction, more flexibility in the scheduling of work within individual work groups, or to increase or maintain efficiency and productivity in meeting Company objectives. It is the intent of the Parties that changes be held to a minimum so as not to be disruptive of Company operations nor the employee(s) personal time away from work.

ARTICLE VI (Continued)

(b) The regular hours of employment for all employees covered hereby shall be eight consecutive hours per day except when time is taken out for lunch and five consecutive days per week, and shall continue as in effect on the effective date hereof unless changed pursuant to Sections 1(c) or 2 of this Article.

(c) The Company may permanently change the regular hours of employment for an employee and/or a work group, as long as the revised work schedule is no more than ten consecutive hours per day, except when time is taken out for lunch, and no more than five consecutive days per week and does not exceed 40 hours.

(d) If the parties are unable to agree on a change in the regular hours of employment proposed by the Company, the dispute is subject to the grievance and arbitration procedure under Article XII; provided, the Company shall have the right to institute the change until such dispute is resolved.

(e) For the purpose of timekeeping, the date to which the basic work day is to be allocated shall be the date on which the majority of the employee's regularly scheduled hours falls. Whenever an employee works outside the employee's regularly scheduled hours, the time shall be allocated to the calendar day on which such work is performed and the employee shall be paid the premium applicable to that calendar day, provided, that if an employee is called in to work the employee's normal shift on one of the employee's days off, the date to which such work is to be allocated shall be the date on which the majority of such work is performed.

Section 2. Changing Working Hours, Jobs, or Shifts

(a) No employee will be required to lose any working time by reason of a change in working hours, jobs, or shifts.

(b) Any employee may be required to change shift without receiving an overtime rate if at least 48 hours notice of such change is given the employee. If 48 hours notice is not given, the employee is entitled to receive the appropriate overtime rate until such time as the 48 hour notification period has expired.

(c) Employees may be required to change their working hours during their normal work week without receiving an overtime rate as long as at least 48 hours notice is given and no more than 40 hours are worked during a work week. Where 48 hours notice is not possible, the employee(s) may be allowed time off during the work week in lieu of overtime, if both the employee(s) and management mutually agree. The following rules, not all inclusive, will govern changes in regular working hours.

- (i) All working hours within the work day shall be consecutive unless changed by mutual agreement of parties concerned.
- (ii) No employee will be scheduled to work more than ten consecutive hours per day without receiving the appropriate overtime rate for all hours in excess of ten hours per day.
- (iii) An employee's normal scheduled days off will not be changed under the provisions of this Section without the consent of the employee(s) involved.

ARTICLE VI (Continued)

- (iv) All rescheduled working hours will be contained within the same work week, once an employee exceeds 40 hours in a work week, overtime will be paid.
- (v) No meal allowance will be paid if the 48 hour notice is given unless the work day exceeds ten consecutive hours and extends into overtime and the employee works thirty minutes beyond the scheduled quitting time.
- (vi) Pay for Holidays and the Personal Day off will continue to be paid at eight hours per day. If the holiday or Personal Day falls on a work day where an employee(s) was scheduled to work less or more than eight hours, the remaining work days in that work week will be rescheduled to account for the 40 hours.
- (vii) All paid absences, except Holidays and the Personal Day off, shall be paid and charged for the number of hours the employee was scheduled to work on a specific day, not to exceed 10 hours per day or 40 hours per week.
- (viii) The Union has the right to request that Labor Relations review work schedules that have the appearance of conflicting with the intent of this agreement.

Section 3. Shift-Differential

(a) A premium payment of 60 cents per hour above the regular rate of pay shall be applicable to all hours worked on the second (intermediate) shift, and a premium payment of 90 cents per hour above the regular rate of pay shall be applicable to all hours worked on the third (night) shift.

(b) Shift differential will be paid for the full 8 hour shift when the shift begins prior to 6:00 a.m. or concludes after 6:00 p.m. No shift differential will be paid if the hours of the shift are contained between 6:00 a.m. to 6:00 p.m.

(c) The second (intermediate) shift shall be defined as a shift which begins at or before 6:00 p.m. The third (night) shift shall be defined as a shift which ends at or after 6:00 a.m.

Section 4. Overtime

(a) Except as otherwise provided with respect to holidays in Section 8 of this Article and to changing working hours, jobs, or shifts, in Sections 1 and 2 of this Article, double time shall be paid for all overtime work performed by an employee on Sunday if it is one of the employee's regular days off, and time and one-half shall be paid for all other time worked outside of the scheduled hours of the basic work week of the employee.

(b) When neither of the employee's regular days off falls on Sunday, the second day off in the employee's work week shall be considered the employee's double time day.

(c) Overtime pay shall be distributed as equitably as is practicable among the qualified employees in the job classification in which such overtime work is to be performed. A record of all overtime hours received by the various employees will be posted by the Company on appropriate bulletin boards every 28 days coinciding with every other pay period. Overtime lists will be posted on the Monday following every other pay period, or if Monday is a holiday on the following Tuesday. They become effective at the end of the regular hours on Monday

ARTICLE VI (Continued)

for non-shift workers. They become effective at 11:00 p.m. Sunday for shift workers on the 11-7, 7-3 and 3-11 hours of work. If an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as hours worked for the purpose of calculating the equity of distribution of overtime. Overtime will be offered by position on the overtime list with the low eligible employee given the first opportunity to work. The following rules will apply:

- (i) Separate overtime lists will be maintained for each job classification within each department and by work location with every employee shown on the appropriate overtime list for the employee's normal show-up, except as modified below. Combined overtime lists for two or more classifications may be maintained for small work groups, by mutual agreement of the parties.
- (ii) Whenever the Company attempts to contact an employee for overtime work by any means and that employee does not report for such work for any reason, the number of hours which the employee would have worked had the employee reported for duty will be considered as "overtime refused," except as modified below.
- (iii) If it is not practical to determine the number of hours the employee would have worked if the employee had reported for duty, the employee shall be shown on the posted list as having refused the number of hours equal to the average overtime worked by other employees.
- (iv) Overtime refused will be calculated by applying the premium applicable to the particular employees for the hours in question.
- (v) The amount of money earned on overtime hours will not be shown on the posted lists.
- (vi) Overtime lists will be adjusted effective January 1 each year, the low employee in overtime reverting back to zero and all others adjusted accordingly.
- (vii) Overtime lists will show prior accumulation of hours as well as hours worked or refused in the current month.
- (viii) An employee will not be eligible for overtime while on vacation and will not be charged with overtime refused except an employee who schedules an extended vacation will be charged with the average number of hours charged to employees on the overtime list during the extended vacation. For overtime purposes an employee will be considered to be on vacation from the end of the employee's regular work schedule on the employee's last working day before starting the employee's vacation until the start of the employee's regular schedule on the employee's first regular working day after the end of the employee's vacation. An employee may work overtime as a continuation of the employee's last regular working day, but will not be charged overtime refused if the employee does not accept the assignment.

ARTICLE VI (Continued)

- (ix) An employee will not be eligible for overtime while away from work due to illness or injury and will not be charged with overtime refused except if the illness or injury results in an absence of 15 calendar days or more the employee will be charged with the average number of hours charged to employees on the overtime list during the absence.
- (x) Employees not eligible for overtime due to restricted duty or jury duty will be bypassed but will be charged with overtime refused.
- (xi) Employees will be charged with overtime refused if they fail to answer their telephones in case of call-outs (unscheduled overtime).
- (xii) Continuation-of-the-day overtime will be offered to eligible employees available at the location and on the shift involved. Employees not at the location at the time of the assignment will not be initially eligible for the assignment.
- (xiii) For work groups with continuous operations with employees on 11-7, 7-3, 3-11 hours of work, overtime assignments will be on the following basis:
 - (a) Hold over the low eligible employee on the preceding shift.
 - (b) Call the low eligible employee on the overtime list.
- (xiv) Employees who have not completed their probationary period with the Company and employees who have not completed their probationary period in a bid job will not be placed on the overtime list. Such employees upon completion of their probationary period will be placed at the top of the overtime list and given one more hour of overtime than the employee on the list with the most overtime. Employees who are promoted in a line of progression will be placed at the top of the overtime list immediately when promoted. It is understood that probationary employees who are not on the overtime list may be used for overtime after exhausting the overtime list for the classification involved but the overtime worked will not be shown on the list. An employee placed on an overtime list for any reason will be placed one hour above the employee on the list with the highest accumulation, except an employee who is returned from a bid job by the Company under the provisions of Article V, Section 5(g) will be placed on the overtime list in the same ranking occupied prior to the transfer.
- (xv) An employee on an overtime assignment will complete the assignment unless released by the Company, including probationary employees.
- (xvi) If a given employee is assigned to a specific job, that employee will work any overtime relating to that assignment as deemed appropriate by the Company, including probationary employees.
- (xvii) After exhausting the overtime list for a given classification, if a sufficient number of employees have not voluntarily accepted the overtime assignment, then the eligible employees low on the overtime list will be obligated to accept the overtime assignment.

ARTICLE VI (Continued)

- (xviii) An employee who is temporarily upgraded will not be eligible for overtime call-out in the upgraded job unless all regular employees on the overtime list for that classification have been called or have refused. They will continue to be eligible for call-out in their regular classification except when the step-up involves transfer to another department, and may work overtime in the upgraded classification pursuant to Paragraph (c)(xvi) of this section. Overtime worked or refused while the employee is temporarily upgraded, including while upgraded to supervision, will be charged to the employee's regular classification on the overtime list.
- (xix) After the overtime lists for the months of June and December have been posted by the Company, the Union may question the distribution of overtime where the difference between the high employee and low employee on the list exceeds sixteen (16) times the number of employees included on that overtime list. Any adjustment which is warranted will be made by offering future overtime assignments to the affected employee or employees when appropriate.
- (xx) An employee will not be eligible to work overtime during that employee's critical hours for determining rest period until all of the eligible employees in that classification have been exhausted, including the obligation to work the overtime under Article VI, Section 4(c)(xvii). This may result in an employee on an overtime assignment being sent home and replaced to avoid the employee's working critical hours for rest period.
- (xxi) An employee temporarily stepped up to supervision will not be eligible for overtime in the employee's regular job classification until the employee has worked eight hours in their regular job classification or all eligible employees on the overtime list have been offered such overtime.
- (xxii) No employee will work in excess of sixteen hours in any twenty-four hour period, except in cases of emergency.

(d) When an employee is called out for unscheduled overtime work, the employee shall be paid at the prevailing overtime rate for such time (not exceeding thirty minutes) as is necessarily consumed in traveling to the job.

(e) "Scheduled" overtime means overtime work of which the employee has been given not less than eighteen hours' prior notice. "Unscheduled" overtime means overtime work of which the employee has been given less than eighteen hours' prior notice.

(f) If it is confirmed through the grievance procedure that twice in any twelve month period the same employee (who was the lowest employee affected on the overtime list) was improperly bypassed, that employee will be made whole. The parties agree that such employee will be paid at the appropriate straight time rate for the hours not worked, as a result of the improper call-out.

Section 5. Rest Period

(a) Whenever an employee performs any overtime work during the five-hour period beginning eight hours before the starting time of the employee's next regularly scheduled tour of duty, the employee shall be entitled to a rest period during such next tour of duty, without

ARTICLE VI (Continued)

loss of pay, equal to the number of hours worked during such five-hour period, and if the employee works the entire five-hour period the employee shall be entitled to be off the employee's entire regular work day with pay. If the employee is not released by the Company at or before the beginning of the employee's regular schedule on a regular work day, the employee shall be paid double time for all work performed until the employee is released, such double pay to be in addition to holiday pay if such regular work schedule falls on one of the employee's holidays; provided, that if the employee is entitled to a rest period of four hours or less and has worked into the employee's regular shift, the employee shall be given the employee's rest period at the end of the employee's regular schedule or be paid double time until the employee is released.

(b) In computing the time worked during such five-hour period, no account shall be taken of periods of less than half an hour, but a half hour or more shall be counted as a full hour. The travel time provision of Article VI, Section 4(d) shall not be considered as time worked in computing rest period entitlements.

(c) Time to eat a meal under the provisions of Article VI, Section 7(b) shall not be considered as time worked in computing rest period entitlements.

(d) Employees will have the opportunity to volunteer for scheduled overtime during the five-hour period referred to in paragraph (a) above. If an employee volunteers under this provision, the employee will not be entitled to a rest period or to the double time pay provided for in paragraph (a).

Section 6. Guarantee of Four Hour Minimum

Each time an employee reports for work pursuant to either call-out or regular assignment the employee will be paid not less than four hours straight time pay (including the travel time allowance specified in Section 4(d) of this Article). However, this will not apply to cases where the overtime work extends into or is continuous with the employee's regular working hours, or to cases in which the employee is prevented from earning the minimum through no fault of the Company. It is understood contacting an employee away from work for information which does not require the employee to actually report for work will not entitle the employee to a minimum time.

Section 7. Meals, Meal Allowances and Other Expenses

(a) When the Company requires an employee to be away from home overnight or longer, the Company will provide necessary lodging, meals, and expenses, and will advance the money therefor, and will also furnish the employee round trip transportation and pay travel time to and from the employee's normal show-up.

(b) Whenever it is necessary for employees to work two hours past their regularly scheduled work day, they shall be paid \$7.50 extra to compensate them for the cost of a meal unless provided by the Company, and they shall be paid an additional \$7.50 every six hours thereafter while they continue to work, to compensate them for additional meals unless provided by the Company. The compensation for meals will be shown on the employee's time ticket and included on the employee's regular paycheck. Under these circumstances if the employees take time off and leave their post of duty for the purpose of obtaining such meals, they will not be paid for such time off. The Company will, as it deems appropriate, permit employees to obtain meals at intervals of approximately six hours, not to exceed seven hours. On any such overtime job, an employee may be selected by the foreman or employee in charge

ARTICLE VI (Continued)

and given time off duty without loss of time or pay to go and obtain meals for the employee and others. When an employee earns a meal allowance by working ten consecutive hours on call out overtime, the employee will also be paid a meal allowance for the meal taken six hours before completing ten consecutive hours under the provisions of the above paragraph.

(c) When one employee is filling a shift on overtime where continuous operations are necessary, the Company will bring a satisfactory meal to the employee's work location at the employee's request. In an emergency, or under circumstances where customers will not grant clearances at other times, the employees referred to herein may be required to take any or all of the meals provided for in this subsection as much as one hour early or one hour late without additional cost to the Company.

(d) Employees will be permitted to trade lunch periods if operations are not interfered with, if the trade can be accomplished without additional cost to the Company, and if advance permission is obtained from the supervisor involved at the sole discretion of the Company.

(e) Employees in those job classifications required to maintain or restore service, must have a telephone and provide the number to the Company as a condition of employment. The Company will not pay the cost.

(f) If the Company requires an employee to change the employee's work headquarters and this necessitates moving the employee's home to a new location, the Company will pay the cost of such moving not including unusual items not owned by employees in general.

(g) The Company will not make allowances or payments for employees' meals or other expenses unless specifically provided for in this Section 7.

Section 8. Holidays

(a) The following days are to be considered as "holidays" within the meaning of this Agreement:

New Year's Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

(i) When a holiday occurs on Sunday, it will be observed the following Monday, and when a holiday occurs on Saturday, it will be observed the preceding Friday. In lieu of holiday pay as such, shift workers shall receive an extra day's pay in each pay period in which a holiday occurs.

(b) Work by employees on holidays will continue to be limited to that which is deemed by the Company to be essential to the performance of its obligations to furnish adequate and continuous service to customers. The Company will continue the practice of releasing employees (including shift workers) whose services are not required on a holiday from work without loss of pay, such employees being credited with eight hours' "holiday pay" if so excused; provided, that if work is scheduled on a holiday and an employee is requested to report for work and does not do so, said employee shall automatically forfeit the employee's

ARTICLE VI (Continued)

pay for that holiday. (Data Processing Department Employees to be released on holidays will be determined by seniority by shift.)

(c) An employee who works on a holiday as part of the employee's basic work week (such as a shift worker) will be paid the employee's time and one-half rate for the hours of the employee's regular schedule on such holiday and two times the employee's regular rate of pay for all hours worked in excess thereof. This is in addition to the regular eight hours of holiday pay.

- (i) The Company may change the working hours of shift workers in the Customer Service Department who are required to work on a holiday as part of the employee's basic work week. For example, the Company may require shift workers in Customer Service who normally work from 12 p.m. to 8 p.m. to work from 8 a.m. to 4 p.m. on a holiday.

(d) If an employee normally excused from work on a holiday under the provisions of Subsection (b) of this Section 8 or a shift worker who is not required to work on a holiday as a part of the employee's basic work week is required to work on such holiday, the employee will be paid time and one-half for all hours worked during the employee's basic work day or within the employee's normal shift and two and one-half times the employee's regular rate of pay for hours worked outside of such hours, such payments being in addition to the regular eight hours of holiday pay. The normal shift for an employee who regularly works different shifts or who is changing shifts, will be the hours the employee was scheduled to work on the employee's last regular work day preceding the holiday.

(e) If a holiday occurs while an employee is temporarily upgraded, the employee will receive the employee's upgraded rate of pay as holiday pay only if the employee was assigned to the higher job classification for five or more consecutive basic work days immediately preceding such holiday.

ARTICLE VII

Vacations and Vacation Allowances

Section 1. Vacations

Employees shall be entitled to vacations with regular pay according to the following rules:

(a) Employees with less than one year of Company Service prior to January first of the year in which the vacation is to be taken shall receive a vacation of four hours for each month of such continuous employment, provided that no such employee shall receive a vacation of more than forty hours.

(b) Employees with one year and less than eight years of Company Service prior to January first of the year in which the vacation is to be taken shall receive a vacation of two weeks (ten working days).

(c) Employees with eight years and less than twelve years of Company Service prior to January first of the year in which the vacation is to be taken shall receive a vacation of three weeks (fifteen working days).

ARTICLE VII (Continued)

(d) Employees with twelve years and less than twenty years of Company Service prior to January first of the year in which the vacation is to be taken shall receive a vacation of four weeks (twenty working days).

(e) Employees with twenty or more years of Company Service prior to January 1 of the year in which the vacation is to be taken shall receive a vacation of five weeks (twenty-five working days).

(f) In computing the vacation, deductions shall be made on a pro rata basis for each thirty days of continuous absence during the preceding year if such absence resulted from layoff or voluntary leave of absence.

(g) If a holiday occurs on a working day during an employee's vacation, the employee will be allowed an additional day of vacation either at the beginning or the end of the employee's vacation.

(h) A probationary employee is not entitled to vacation.

Section 2. Vacation Schedule

(a) All vacations shall begin on the day following one of the employee's regularly scheduled days off, unless otherwise agreed between the Company and the employee affected.

(b) Choice of vacation period shall be according to job seniority, as far as practical, but if an employee is permitted to split the employee's vacation, the employee can exercise the employee's seniority rights only once. Combined vacation schedules for two or more job classifications may be maintained for small work groups, by mutual agreement of the parties. When combined schedules are necessary, selection shall be by Local Seniority.

(c) The regular vacation period shall be from April first to December thirty-first of each year, and all employees entitled to vacations shall take them during this period unless by mutual agreement the employee is granted the employee's vacation at another time.

(d) All vacation schedules must be posted on appropriate bulletin boards prior to April first of each year, and may not thereafter be changed without the consent of all persons affected. The employees must submit their scheduled vacations by March 15 to permit management review.

(e) Vacations shall not be allowed to accumulate from one year to another, but if an employee is prevented from taking the employee's vacation due to a prolonged illness and there are not enough days left in the year after the employee recovers, the employee shall be permitted to take the employee's vacation upon recovery from the illness even though it falls in the next year.

In deleting deferred vacation the following rules will be applicable for employees to use vacation previously deferred:

1. Deferred vacation must be scheduled as vacation immediately preceding retirement.
2. Deferred vacation may be used for sick absences after five working days at any time at the employee's option.

ARTICLE VII (Continued)

3. An employee with thirty (30) years of company service, who resigns prior to retirement, will be allowed to schedule any deferred vacation to be used immediately preceding the scheduled resignation date.
4. The current practice will not change as it relates to an employee terminated for cause. Such employee will not be paid for nor allowed to take any deferred vacation.

(f) If an employee is required by the Company to work during the employee's regularly scheduled vacation, the employee shall be paid (in addition to vacation pay) according to the overtime rates specified in Article VI, Section 4(a) of this Agreement unless the employee elects to change the employee's vacation to another period. If the employee is called back while on vacation, the employee's traveling expenses will be paid by the Company.

Section 3. Computing Vacation Allowance

For the purpose of computing the vacation allowance, persons employed between the first and fifteenth days of a month will be regarded as having worked the full month, and those employed the sixteenth and thereafter as not having worked at all during the month.

Section 4. Vacation Allowance Upon Termination

Any regular employee whose services are terminated for any reason will receive a vacation allowance prorated by months to the date of such termination, it being understood that all regular employees accrue their vacations in the year preceding that in which their vacations are normally taken.

Section 5. Vacation Pay

An employee entitled to a vacation or a vacation allowance will be paid therefor at the prevailing straight time rate (forty hours' pay for each week of vacation) for the job classification in which such employee is usually employed, except that if any such employee shall become entitled to a vacation while the employee is temporarily upgraded, the employee will receive the upgraded pay rate as vacation pay if the employee was upgraded to the higher job classification for five or more consecutive work days immediately prior to the beginning of the employee's vacation, if, and during the period of time, the employee would have been upgraded to the higher job classification if the employee had been at work.

Section 6. Vacation for Employees in Armed Forces

The Company and Union recognize their continuing obligation to employees entering and returning from the Armed Forces and will treat them in compliance with all Federal, State and Local laws in this area.

ARTICLE VIII

Working Conditions, Health and Safety

Section 1. Reporting for Work

Employees will normally report for work in the headquarters of their department in the district in which they are employed. An employee temporarily assigned to a work location other than the employee's normal work location shall, at the election of the Company, travel on

ARTICLE VIII (Continued)

Company time during basic work days or report directly to the employee's temporary work location. For employees with more than one show-up, their normal work location shall be considered the location where they are assigned the majority of time during the work week. If the employee is required to report to the employee's temporary work location directly, the employee will be reimbursed for the round trip mileage between home and the temporary work location, and will also be paid for extra travel time involved, if any, but this shall apply only to the first thirty calendar days of any such temporary transfer. For the purpose of this subsection, the downtown headquarters will include 1201 Walnut and 801 Charlotte and will be treated as a single work location. Employees who occasionally use their private vehicles for Company business will be reimbursed at the Company's established mileage reimbursement rate.

Section 2. Trading Days and Shifts

Upon giving twenty-four hours' notice to the Company, employees will be permitted to trade days or shifts with one another for not to exceed one work week (and may also trade holidays) providing same will not interfere with operations and can be accomplished without additional cost to the Company.

Section 3. Inclement Weather

The Company will not require employees to perform outside work during inclement weather unless such work is necessary, to protect life or property or to maintain service to the public. This provision shall be utilized by employees only in situations where the weather is such as to prevent the employee from adequately performing the employee's job even with the use of protective clothing furnished by the Company. The Company will determine what constitutes inclement weather with due regard to safety hazards concerning the work to be performed.

Section 4. Safe Working Conditions

The Company agrees to cooperate with its employees so as to insure that reasonable rules and provisions are made for their health and safety during working hours. Changes will be discussed with representatives of the Union prior to being put into effect.

Section 5. Health and Safety Rules

Employees will comply with established health and safety rules, and such rules will be applied uniformly to all employees affected.

Section 6. Health and Safety Committee

(a) In order to promote health and safety among the employees, a Health and Safety Committee of four persons will be established with equal representation to be designated by the Company and the Union. Such Committee shall meet quarterly to review accident records and other data relating to the health and safety of employees and to make recommendations for the correction of any undesirable conditions which may be found to exist.

(b) Quarterly safety meetings will be held among the employees by work groups for the purpose of instruction in safe practices. However, for work groups which the Health and Safety Committee does not deem quarterly meetings necessary, the meeting will be restricted to the Chief Steward, Steward and Supervisors involved.

ARTICLE VIII (Continued)

Section 7. Safety Equipment

The Company agrees to furnish adequate safety devices and equipment for the protection of its employees, and the Union agrees that the employees will make full use thereof.

Section 8. Unsafe Tools

(a) The Company will replace such worn out or broken hand tools (belonging to employees who have had at least one year of Company Service) as may be agreed upon by the parties hereto if such tools are adjudged unsafe by the Safety Department or the supervisor in charge.

(b) Tools provided by the Company under this Section will not bear the Company's name or initials, but may bear some other identifying symbol.

Section 9. Medical Examinations and Driving Tests

(a) The Union recognizes that the Company has the right to require employees covered by this Agreement to submit to appropriate medical examinations in connection with a change of jobs.

(b) Any such examination will be governed by the following:

- (i) If the employee has been examined within twelve months prior to the proposed transfer, no examination will be required at the time of transfer unless the employee is being transferred to a job classification with more stringent physical specifications.
- (ii) If the proposed transfer is outside a line of progression, the employee will not be denied the transfer because of physical deficiencies unless such transfer would place the employee, the employee's fellow employees or the Company in a more hazardous position, or unless the Company considers such employee is physically unable to perform the duties of the job to which the employee wishes to be transferred.
- (iii) If the employee has a disqualifying disability, the Company will cooperate with the Union in protecting the employee's promotional privileges while corrective measures are being taken.

(c) The Company may require an employee to submit to a driving test if the job the employee is taking involves driving an automobile, truck or other motor vehicle.

(d) The Company may require employees to submit to medical examinations at its discretion. An employee required to submit to an examination under this section will be paid for any regularly scheduled basic work hours lost and reimbursed for mileage. The Company will bear the cost of examinations under this subsection.

(e) The Company will pay for any test or lab work required for compliance with the Medical Monitoring Program that is not a part of the personal physician's ongoing plan of care. In addition, compensation for mileage and lost time pay, as specified in this Agreement will be provided.

ARTICLE VIII (Continued)

In order for the Company to determine an employee's eligibility for payment of extraordinary costs, the personal physician will be required to submit written documentation (frequency of visits, lab work or other testing) of the employee's ongoing plan of care, as well as any changes in the plan of care. Without this documentation from the personal physician, the Company will not be responsible for payment.

ARTICLE IX

Special Provisions

Section 1. Contracting Work

(a) Upon request the Labor Relations Department will notify Local 1613 by letter of work the Company anticipates contracting out the next calendar quarter.

(b) The Company agrees that the grievance and arbitration procedures may be resorted to by the Union if a controversy develops as to whether or not the contracting of a particular job falls within the intent outlined in this Section. Grievances which question the Company's contracting of work will originate at Step 3 of the grievance procedure. The Company may contract the work in question pending final outcome of an arbitrator's decision.

(c) Emergency maintenance work caused by fire, flood, storm or other major difficulty shall not be subject to the provisions of this Article.

(d) The Company agrees that it will not contract any work which is customarily done by its regular employees if as a result thereof it would be necessary to lay off any such employees.

Section 2. Temporary Supervisors

An employee temporarily stepped up to supervision will not be eligible for temporary step-up in the line of progression until the employee has worked eight hours in their regular job classification or all other eligible employees have been offered the opportunity for step-up.

ARTICLE X

Sick Leave

Section 1. "Personal Illness" Defined

"Personal illness" as used herein shall mean the incapacity of an employee because of sickness or because of accidental or other injury not arising out of and in the course of Company employment or outside gainful occupation.

Section 2. Accumulation of Sick Leave Privileges

All employees covered by this Agreement shall accumulate sick leave privileges as follows:

(a) Employees will be credited with six working days' sick leave privileges at the conclusion of the first six months of their employment, and thereafter they shall be credited with additional sick leave privileges at the rate of one working day per month (the credit to be given on the last day of each month) up to a maximum of one hundred eighty working days.

ARTICLE X (Continued)

(b) For the purpose of computing sick leave privileges, persons employed between the first and fifteenth days of a month will be regarded as having worked the full month, and those employed the sixteenth and thereafter as not having worked at all during the month.

Section 3. Prior Notice to Supervisor

(a) No shift worker shall be entitled to avail himself of the employee's accumulated sick leave privileges unless the employee's supervisor (or designated substitute) shall have been notified of the employee's illness at least two hours before such privileges are due to begin, unless the delay of such notification is unavoidable.

(b) No non-shift worker shall be entitled to avail himself of the employee's accumulated sick leave privileges unless the employee's supervisor (or designated substitute) shall have been notified of the employee's illness at or before the time such privileges are due to begin unless the delay of such notification is unavoidable.

(c) Employees in the Meter Reading Department who start their day at 7:15 a.m. who have been off on sick leave, will report in by phone no later than 5:45 a.m. on the day they will return to work.

Section 4. Holiday Occurring During Sick Leave

Holiday pay, rather than sick leave privileges, will be applicable to compensate for straight time lost on a holiday because of personal illness.

Section 5. Use of Sick Leave Privileges for Personal Illness

(a) Available sick leave will be paid for the pay period in which it occurred on the basis of the employee's time ticket containing supervision's approval.

(b) Where an employee appears to have abused sick leave privileges, the Company may require a doctor's certificate which will certify both the fact and the cause of the illness.

(c) Except as otherwise provided in Sections 3 and 7 of this Article and in subsections (a) and (b) of this Section, any absence on a basic work day on account of personal illness shall be chargeable against the employee's sick leave privileges, if any, hour for hour.

Section 6. Use of Sick Leave Privileges for Compensable Injury

(a) If an employee is unable to complete a basic work day because of an injury resulting from an accident arising out of and in the course of Company employment (hereinafter referred to as a "compensable injury"), the employee shall suffer no loss of pay for such day.

(b) If an employee is incapacitated because of a compensable injury for a period extending beyond the day of the accident, accumulated sick leave privileges will be available to cover loss of pay on basic work days during the waiting period specified in the applicable State compensation law.

(c) If an employee is incapacitated because of a compensable injury beyond the waiting period specified in the applicable State compensation law and is entitled to receive compensation payments therefor, the employee's sick leave privileges will be available to cover the difference between such payments and the straight time pay of such employee in the

ARTICLE X (Continued)

employee's usual occupation; provided, that the availability of such privileges will terminate at such time as the Company's physician determines that the employee is able to return to work. Charges against accumulated sick leave privileges used under the provisions of this subsection (c) will be made by deducting the number of hours so paid for from the employee's accumulation of sick leave privileges on an hour for hour basis during the first two weeks of the disability. Thereafter, the employee will continue to receive full wages until the employee's accumulated sick leave privileges have been exhausted, but only one-half the number of hours so paid for will be deducted from sick leave accumulation. If the employee is still unable to return to work the provisions of Section 9 of this Article will apply. An employee who draws upon sick leave after the first two weeks of disability will have that portion of the employee's sick leave usage restored one year after the employee has returned to work from such disability.

(d) No employee will be entitled to receive more money as a result of being involved in a compensable injury, than the employee would have received had the employee been working during the period on the employee's regular schedule and at the employee's regular rate.

Section 7. Sick Leave Accumulated During an Illness

Sick leave privileges accumulated during a sick leave or compensable injury absence will be credited to the employee and will be available for that absence if the employee had available sick leave privileges at the beginning of the absence.

Section 8. Payment for Sick Leave

An employee entitled to the benefit of sick leave privileges will be paid therefor at the prevailing straight time rate (not more than forty hours' pay for each week) for the job classification in which the employee is usually employed, except that (i) if any such employee shall become entitled to the benefit of sick leave privileges while the employee is temporarily upgraded, the employee will receive the upgraded pay as sick leave pay if the employee was assigned to the higher job classification for five or more consecutive basic work days immediately preceding the occasion giving rise to such benefit.

Section 9. Extended Sick Leave

(a) When an employee having ten or more full years of Company Service has exhausted the employee's sick leave and is still unable to return to work because of an illness (the Company is willing to consider requests for extended sick leave for employees with more than five years of service when extenuating circumstances would warrant consideration of the request), or when a regular employee has exhausted the employee's sick leave in connection with a partial disability resulting from compensable injury and is still unable to return to work because of such partial disability, the following plan shall be applicable. To be eligible for extended sick leave an employee must have 50 percent or more of the maximum possible accumulation of sick leave the employee could have accumulated at the start of the absence.

The Company and the Union shall review each such case and determine jointly whether and to what extent and for what period of time the Company shall make further payments to such employee during the employee's illness or disability. After such determination has been made by the parties and if an award of additional payments was made upon such review, the parties shall, after such payments have been completed and if the employee is still ill or disabled, review the employee's situation once more.

ARTICLE X (Continued)

(b) The final determination for granting extended sick leave is vested exclusively with the Company. The following formula will be used in determining the amount of sick leave available, based on years of service.

Service of 5 years but less than 7 years at 70 working days at full wages.

Service of 7 years but less than 10 years at 80 working days at full wages.

Service of 10 years but less than 15 years at 90 working days at full wages.

Service of 15 years but less than 20 years at 110 working days at full wages.

Service of 20 years or more at 145 working days at full wages.

Section 10. Abuse of Sick Leave

(a) If an employee is found to have abused the sick leave privilege the employee shall be discharged.

(b) The parties reaffirm the policy that sick leave privileges are designated exclusively for legitimate absences caused by illness or injury and subscribe to the principle that use of sick leave should be on a conservative basis.

Section 11. Sick Leave Use Available for Maternity Leave

(a) An employee physically disabled from performing work due to pregnancy, maternity, or childbirth shall have the same sick pay and sick leave privileges as described above, provided the employee continues to work until disabled from performing said work and returns to work as soon as the employee is physically able to work. If the employee elects for personal wishes, convenience, or any other reason to begin or end the leave from work at any other time unrelated to physical capacity to perform work, then the absence will be treated as a leave of absence without pay under Article XII.

(b) Sick pay paid in situations where it is later determined that the employee was not eligible or qualified for said pay shall be repaid to the Company or deducted by the Company from subsequent earnings of the employee.

(c) An employee who takes a leave of absence under Article XII and subsequently becomes ill or disabled while on or during the leave of absence shall not be entitled to sick pay rights under Article X.

(d) An employee who goes on sick leave, with sick pay, but who does not return to work when physically able to do so, may make application for leave of absence under Article XII. If the employee fails to do so, the employee may be terminated.

(e) This section concerning maternity leave will be applied in accordance with all applicable Federal, State and Local laws.

ARTICLE X (Continued)

Section 12. Requirement for Medical Department Approval

(a) An employee off on sick leave ten working days will be required to provide necessary medical information to the Company's Medical Department to determine the status of the employee before accumulated sick leave will remain available. Such employee must provide necessary information every ten working days thereafter to the Medical Department to remain eligible for sick leave usage.

(b) An employee off on sick leave five working days or more or in other appropriate instances will be required to provide necessary information from their personal physician to the Company's Medical Department and be released before returning to work. The Company will not pay for transportation costs, cost of personal physician, or lost time except the employee may charge lost time to accumulated sick leave when appropriate.

Section 13. Sick Leave Use for Preventive Treatment

The Company will on a case-by-case basis consider requests from the Local to grant the use of sick leave for preventive or corrective treatment related to extremely serious medical conditions.

The following guidelines will apply to such requests:

(a) Only extremely serious medical conditions will qualify for consideration (i.e. radiation or chemotherapy treatment for cancer or intravenous injections for certain illnesses...)

(b) Routine preventive and follow-up care will not qualify (i.e., dental care, physical examinations, tests...)

(c) The employee must verify through documentation from the treating physician that the treatment cannot be provided outside the employee's regular workday.

(d) Labor Relations will make the final decision on each request.

(e) The Company will retain the right to deny any request.

Section 14. Donation of Sick Leave

When an employee having one or more full years of company service has exhausted the employee's sick leave and vacation accruals and is not eligible for Long Term Disability (LTD), the Company will consider requests for sick leave donation by other members of this bargaining unit. The following rules shall apply:

(a) The Business Manager shall make a written request to Human Resources providing the following information:

- i. Name of potential recipient
- ii. Name(s) of donors and amount of sick leave to be donated

(b) Criteria for Recipient:

- i. Major illness or serious medical condition
- ii. Sick leave and vacation exhausted

ARTICLE X (Continued)

- iii. Not eligible for extended sick leave
 - iv. Only eligible for number of hours to qualify for LTD elimination period
- (c) Criteria for donor(s)
- i. Not currently in a step of sick leave control program
 - ii. Donations must be in increments of eight hours
 - iii. Hours donated will reduce sick leave percentage but will not count as occurrences under the sick leave control program.
- (d) Donations will be paid at the recipients rate of pay
- (e) The final determination is vested exclusively with the Company.

ARTICLE XI

Paid Absences

Section 1. Death in Family

The Company will permit any employee to be absent from work without loss of pay for one basic work day to arrange for and attend the funeral of the employee's wife (or husband), child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-mother, step-father, step-son, step-daughter, step-sister, step-brother, grandchild, grandfather or grandmother. If the employee needs to take additional time off for such reason, the employee may do so and charge the same against available sick leave privileges. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

Section 2. Employees Serving as Pallbearers

If an employee accepts a call to serve as a pallbearer for a fellow employee or a member of the immediate family (as defined in Section 1 of this Article) of a fellow employee, the Company will permit the employee to be absent from work on a basic work day without loss of pay for whatever time may be necessary therefor, but not to exceed one day. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

Section 3. Jury Duty

If an employee is absent from work on a basic work day because of jury service, the employee shall be paid the employee's regular rate of pay (less the employee's jury pay) by the Company.

Section 4. Service as an Election Judge or Clerk

If an employee is absent from work on a basic work day because of required service as a judge or clerk in a general election under the jurisdiction of City or County election officials, the employee shall be paid the employee's regular rate of pay (less the employee's election pay) by the Company.

ARTICLE XI (Continued)

Section 5. Meetings

Duly authorized representatives of the Union or their duly authorized alternates who are employees of the Company will be permitted to be absent from work on a basic workday without loss of pay for time necessarily consumed in meetings with authorized representatives of the Company in connection with Step One and Step Two of the grievance procedure, in connection with meetings called by the Company, and for the purpose of attending meetings of the Health and Safety Committee, and for time necessarily consumed in traveling to and from such meetings. It is understood that the Company will not pay for the lost time for more than two employees in Step Two grievance meetings. At the sole judgment and discretion of the Company the Company may discontinue payment for employees conducting Company related union business if the union and its representatives abuse the privilege in their administration of the Agreement.

Section 6. Attending Funeral of Fellow Employee

The Company assures the Union that an employee shall be permitted to have reasonable time off without loss of pay if the employee can be spared from duty to attend the funeral of a fellow employee or a recently retired employee who was a close friend of the employee seeking to take the time off. Should there be any problem with this request the Business Manager of the Union may confer with the Labor Relations Department who will try to resolve the problem.

Section 7. Personal Time Off

a) In place of the one-half day off on Christmas Eve, employees will be given a full day off with pay which may be used under the following conditions with prior approval of supervision:

- (i) Priority will be given those requests for a national holiday or other recognized religious holiday which is not presently a KCPL holiday, such as Martin Luther King's birthday, Yom Kippur, election day, etc.
- (ii) On any other day with advance notice and supervisory approval.
- (iii) If the day off with pay is not taken during the year it will be forfeited.

b) If it is necessary for an employee to work on a day previously scheduled as a personal day off with pay, it will be considered a regular workday for pay purposes. The employee will be given an opportunity to reschedule the day off.

Section 8. Military Leave

Recognizing the vital role that National Guard and Reserve units play in the defense of the United States, The Company has adopted a policy regarding employees in such units. This policy will insure that employees serving in such units do not lose pay while participating in annual two week training sessions.

Employees who are members of armed forces reserve or National Guard units will be allowed leaves of absence for annual training sessions not to exceed ten working days in a calendar year. The Company will make up the difference between the military pay the employee receives from the reserve or National Guard unit and his/her straight time pay from the Company. Military pay for purposes of this policy will include military base pay, longevity

ARTICLE XI (Continued)

and incentive pay, if applicable. Other payments such as travel, uniform, quarters, and subsistence allowances will not be considered as pay under this section.

In order to receive pay under this section, an employee must submit to the Payroll Department a time ticket adjustment form approved by their department head, as well as, a copy of their orders with a certificate of attendance and documentation from their unit as to their basic rate of pay.

ARTICLE XII

Absences Without Pay

Section 1. Leave of Absence

(a) For justifiable reasons, the Company may grant a personal leave of absence without pay to any employee upon being given reasonable notice and provided the conditions of work are such that the employee's services can be spared.

(b) Company service and job seniority shall continue to accumulate during a leave of absence for a period not to exceed six months; but no other benefits or accrual of benefits will occur during a leave of absence.

(c) If an employee overstays a leave or if the employee accepts employment elsewhere during the leave without the written consent of the Company, the employee will be deemed to have resigned.

Section 2. Union Representatives

An employee who may be elected or appointed to an office in the Union which requires the employee's absence from duty with the Company shall be granted a leave of absence and the employee shall continue to accumulate Company Service and job seniority throughout such term of office and shall, upon termination of the employee's Union duties, be reinstated to the employee's former position, including all the employee's seniority rights, providing the employee is then physically qualified to return to work.

Section 3. Transaction of Personal Business

Brief absences without pay for the transaction of personal business may be permitted at the sole discretion of the Company if the employee can be conveniently spared from duty, providing the employee has prior approval of the employee's supervisor. The employee may charge prearranged full-day absences for the transaction of personal business to the employee's vacation allowance for that year. Absences without pay approved by supervision under this Section will not be counted under an Absentee Control Program.

Section 4. Union Delegates

Employees who are elected by the Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to the Company, be granted leaves of absence without pay for sufficient time for this purpose.

ARTICLE XII (Continued)

Section 5. Employees in Armed Forces

The Company and the Union will recognize their joint moral and legal responsibility to employees serving in the armed forces of the United States.

ARTICLE XIII

Grievances

Section 1. Recognition of Representatives

(a) The Company agrees to recognize Stewards, Chief Stewards, the President or Business Manager of the Union or their alternates, as representatives of the Union in settling grievances as outlined in this Article. A representative of the International Brotherhood of Electrical Workers may be present only to assist the local union.

(b) The Stewards and Chief Stewards shall be selected by the Union. The Union will furnish the Company with the names of Stewards and Chief Stewards and the work groups they represent.

Section 2. Grievances

Any dispute over the interpretation or application of the provisions of this Agreement or any other agreements between the Company and the Union shall be referred to as a grievance and settled through the grievance procedure as outlined below. Action on a grievance must be started within ten working days from the time it occurred or became known, otherwise it need not be considered. If the Union does not carry a grievance to the next higher Step in the manner herein set forth within ten working days after the Company has rendered its decision at any Step, the grievance shall be considered settled in favor of the Company. If the Company fails to give its answer within the specified time in any Step, the grievance shall be considered as appealed to the next step in the procedure outlined in Section 3 of this Article. All appeals must be in writing on a regular grievance form and shall be delivered to the Division Executive for Human Resources. All written answers given to the Union shall be delivered to the Business Manager of the Union. Answers and appeals may be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark if mailed to the proper party at the employee's regular office address.

Section 3. Grievance Procedure

(a) The steps in the grievance procedure are as follows:

Step 1. All grievances except those relating to the discipline or discharge of an employee shall originate at Step 1. Grievances originating at Step 1 shall be presented verbally by the employee or employees concerned to the immediate supervisor. A Steward shall be present. The supervisor shall give the employee's answer verbally to the employee or employees and the Steward concerned not later than the second working day after the day on which the grievance was so presented. It is the intent of the Company and Union to resolve as many grievances as possible at Step 1. To that end supervisors and stewards are encouraged to reach agreements within the provisions of the Agreement whenever possible. Such resolutions if within the provisions of the Agreement shall resolve the dispute, however, such settlements will

ARTICLE XIII (Continued)

not set a precedent binding on either party and may not be used by either party in an attempt to settle other disputes, grievances or arbitrations between them.

Step 2. If a grievance is appealed to Step 2 it shall be discussed in a meeting scheduled by the Labor Relations Department at which the Company will be represented by the appropriate representatives and the Union will be represented by the aggrieved employee, the employee's Steward or Chief Steward, and the President or Business Manager of the Union. Step 2 grievance meetings will be scheduled twice each month. All grievances processed to Step 2 during the preceding period ending seven days prior to the scheduled meeting date shall be heard. All grievances heard shall be answered in writing not later than ten working days after the hearing date.

Step 3. All grievances relating to discipline and discharge of an employee will originate at Step 3 and must be submitted in writing on a regular grievance form. If a grievance is appealed to or originates at Step 3 it shall be discussed in a meeting scheduled by the Labor Relations Department at which the Company will be represented by the appropriate representatives and the Union will be represented by the Business Manager and not more than three additional Union representatives. The Company shall schedule Step 3 grievance meetings once each month. All grievances processed to Step 3 during the preceding month ending seven days prior to the scheduled meeting date shall be heard. Grievances appealed to Step 3 shall be answered in writing no later than ten working days after the hearing date. All grievances which originate at Step 3 shall be heard and answered within thirteen working days.

Step 4. If the grievance is not settled at Step 3, it may be submitted to arbitration within thirty calendar days after receiving the answer to the grievance at Step 3 and as set forth in Article XIV of this Agreement.

(b) Whenever a particular Union representative is unable to serve because of absence or other reasons in any of the Steps of the grievance procedure, the President or Business Manager of the Union may appoint an alternate.

(c) If charges relating to disciplinary suspension or demotion, or discharge for cause, are not sustained in the grievance procedure or through arbitration, the employee's record shall be cleared of such charges and the employee shall be reimbursed for any loss of wages.

(d) Each of the time limitations set forth in Section 2 and Section 3 of this Article is subject to enlargement by mutual agreement of the parties.

(e) Reference to disciplinary action in an employee's personnel file in the department and in Human Resources will be removed provided no other subsequent warning or disciplinary action has been issued as follows:

1. Verbal warning after 18 months.
2. Written warning after 3 years.
3. Suspension and final warning will remain in file indefinitely.

(f) Employees will be permitted to review those items pertaining to disciplinary action in their personnel files retained in the department and in Human Resources by scheduling an appointment outside regular working hours through the department head or Employment Services.

ARTICLE XIV

Labor Disturbances--Disputed Issues Arbitration

Section 1. Strikes and Lockouts Prohibited

(a) There shall be no strikes or lockouts for any cause whatsoever during the term of this Agreement or any extension thereof.

(b) The Union shall not be considered in violation of this Section for respecting picket lines of either of the other two Local Unions having jurisdiction on Company property which might be established due to failure to reach an agreement at the end of any yearly term of their respective agreements.

Section 2. Arbitration

Any question or dispute regarding interpretation or application of any provision of this Agreement which cannot be adjusted by negotiation and conferences between the respective representatives of the Company and the Union, or by resort to the grievance procedure provided for herein where individual grievances are involved, shall be submitted to and settled by arbitration as hereinafter provided.

Section 3. Arbitration Procedure

Whenever either party hereto elects to submit any question or dispute to arbitration, prompt written notice thereof shall be given by hand or certified mail to the other party, stating clearly the question or dispute to be arbitrated. Each grievance or issue will be arbitrated separately unless the parties mutually agree to combine grievances or issues for presentation to the same arbitrator. Thereafter, the following procedure shall be followed:

(a) Within ten working days after delivery of such notice, the Company and Union shall jointly request a panel of seven prospective arbitrators from the Federal Mediation & Conciliation Service and after receipt of the panel, the parties shall select one impartial arbitrator from the panel by alternately striking names from the panel of proposed arbitrators until one name remains. The party striking first will be determined by the toss of a coin.

(b) The parties will jointly request additional panels up to four from the Federal Mediation & Conciliation Service until a panel is received which is acceptable to both parties. If after requesting four panels, the parties still cannot agree on a panel, a panel will be drawn at random and the parties will strike according to the procedure in paragraph (a) above. The parties may mutually agree to the selection of an impartial arbitrator by any other appropriate means.

(c) If possible, the parties will stipulate as to the issue to be presented to the arbitrator, as well as to the facts to which both parties can agree prior to the selection of the impartial arbitrator. If the parties cannot agree as to the issue to be presented, the parties shall each present their proposed issue to the impartial arbitrator who will determine the issue to be arbitrated. At the election of either party the arbitration hearing will be recessed until the impartial arbitrator decides the issue to be arbitrated.

ARTICLE XIV (Continued)

(d) The arbitrator shall proceed to hear and consider the evidence and arguments submitted by the parties and to render a decision thereon as promptly as possible and a decision thereof shall be final and binding upon the parties. The arbitrator shall confine decisions to the Submission Agreement and cannot expand, modify or amend the terms of this Agreement.

(e) All decisions of the arbitrator shall be in writing and copies thereof shall be delivered to the Company and the Union.

(f) Each party shall bear the expense of preparing and presenting its own case to arbitration. The expense of the impartial arbitrator and any incidental expense mutually agreed to in advance shall be shared equally by the parties.

(g) All meetings of the arbitration shall be held at a mutually agreeable place.

Section 4. When Article No Longer Applicable

As provided in Section 2 of Article II of this Agreement, this Article XIV shall no longer be applicable if the parties are unable to agree on contract changes at the expiration of the initial term of this Agreement.

ARTICLE XV

Compensation

Section 1. Current Wage Rates

(a) The wage rates in effect on April 1, 1996, contained in Appendix B-1 and Appendix B-2 shall be increased 1.5 % effective April 2, 1996, and such increased rates shall continue in effect through March 31, 1997.

(b) The wage rates in effect on March 31, 1997, contained in Appendix B-1 and Appendix B-2 shall be increased 2% effective April 1, 1997, and such increased rates shall continue in effect through March 31, 1998.

(c) The wage rates in effect on March 31, 1998, contained in Appendix B-1 and Appendix B-2 shall be increased 2% effective April 1, 1998, and such increased rates shall continue effect thereafter as provided in Article II of this Agreement unless and until changed in accordance with provisions of said Article II.

Section 2. Temporary Transfers, Promotions and Demotions

(a) The word "temporary," when used in connection with transfers, promotions or demotions, shall mean assignment not in excess of six consecutive months.

(b) No employee will suffer a rate reduction by reason of a temporary transfer or demotion to a lower job classification.

ARTICLE XV (Continued)

(c) If an employee is temporarily transferred or promoted during any work week to a higher job classification carrying a rate range, the employee will be paid the lowest step in such range which will afford the employee an increase of at least ten cents per hour, and if a rate does not exist which makes this possible, the employee will be paid the highest rate in the rate range. If such transfer or promotion is to a job classification carrying a single rate, the employee will be paid such single rate. (When an employee is in training for a higher job classification in the line of progression, the employee will be temporarily upgraded in accordance with the above.)

Section 3. Permanent Transfers, Promotions and Demotions

(a) The word "permanent" when used in connection with transfers, promotions and demotions, shall mean that the assignment is without limitation as to time.

(b) Any employee who may be permanently transferred, promoted, or demoted to a job classification carrying a single rate will be paid such rate from and after the effective date of such transfer, promotion or demotion.

(c) Any employee who may be permanently promoted within a line of progression after the date of this Agreement to a job classification carrying a rate range will be paid the lowest step in such range which will afford the employee a rate increase.

(d) If an employee is permanently demoted to a job classification carrying a rate range, the employee's rate will be determined as follows:

- i. If the employee's current rate is in excess of the maximum of such range, the employee's new rate will be such maximum.
- ii. If the employee's current rate is within such range, the employee's rate will not be changed until such time as the employee may be eligible for consideration through length of service in the new job classification.
- iii. If the employee's rate is below the minimum of such range the employee's new rate will be such minimum.

(e) Any employee who transfers outside the employee's line of progression after the date of this Agreement, through the bidding procedure or otherwise, to a job classification carrying a rate range will be started at the minimum of such range unless the employee has special ability or prior experience, in which case the employee may be started in any step of the range; provided that no such employee will be started at a rate in excess of the lowest rate currently being paid to any other employee in such job classification within the department involved without the consent of the Union. (When an employee successfully bids on a job with a beginning wage rate at least 20 cents per hour less than the employee's current wage rate, and where the top rate of the new job is higher than the employee's current wage rate, the Company will review each case on its merits and at the sole discretion of the Company will determine the beginning wage rate for the employee.)

ARTICLE XV (Continued)

(f) If an employee accepts a lateral transfer from a job classification to the same job classification in another department which is not through the bidding procedure, the employee's rate and progression schedule will not be changed. When an employee receiving Appendix B-2 wage rates transfers from a job classification to the same job classification in another department for any reason, the employee's rate and progression schedule will not be changed.

Section 4. New Employees

A new employee will normally begin the employee's employment at the lowest rate applicable to the job classification in which the employee is to be employed, but a new employee with special ability or prior experience may be employed in any job classification carrying a rate range at any step of such range.

Section 5. Merit Increases

(a) The rates specified in the rate ranges herein referred to represent the normal amounts expected to be paid to employees showing ability, initiative and satisfactory application to the job, increases granted under such circumstances to become effective on the employee's anniversary date. Increases are not automatic. Unless the employee demonstrates the foregoing the employee need not be awarded the normal increase, but in any such case the employee and the Union will be fully advised (in writing, if requested) of the circumstances upon which the action was predicated and the status of such employee will be reviewed and reconsidered within six months thereafter.

(b) All employees in job classifications carrying a rate range will normally be expected to complete the period of time prescribed for each step before becoming eligible for consideration for a rate increase.

Section 6. Inspection of Records

If a disagreement should arise over the compensation paid or to be paid any employee covered hereby, an authorized representative of the Union may inspect Accounting Department records pertaining thereto.

Section 7. Time Tickets

Whenever a time ticket is changed the matter will be discussed with the employee by the employee's supervisor, preferably at the time the change is made. Each employee shall be provided with a copy of the employee's time ticket.

ARTICLE XVI

Job Protection Rates and Severance Allowance

Section 1. Purpose

The purpose of this Article is to provide, under certain terms and conditions as set forth below, a measure of security for employees with considerable Company Service against the hazards of demotions and layoffs.

ARTICLE XVI (Continued)

Section 2. Application

This Article shall apply only in cases of demotions and layoffs resulting from curtailment, consolidation, completion, or elimination of work, except where the curtailment, consolidation, completion, or elimination of work is caused by competition, regulation, legislative act or directive order by Federal, State, or Municipal government, loss, abandonment, or surrender of a franchise, the sale of all or a portion of the Company's property, or the merger of the Company with another corporation (unless the layoff occurs within three months of the consummation of the merger with UtiliCorp United in which case this Article shall apply), and shall apply, with respect to Severance Allowance, only to employees who are 30 or more years of age and who have five or more years of Company Service or, with respect to the Job Protection Rate and Transfer to Another Job, to employees who have five or more years of Company Service.

Section 3. Job Protection Rate

(a) When an employee referred to in Section 2 of this Article is demoted after July 1, 1966, the employee's pay will not be reduced. Such an employee while on a protected wage rate must accept work in any job in the bargaining unit for which the employee is qualified or can qualify (and to which the employee is assigned under the provision of Section 4 of this Article) which pays a higher rate than the job which the employee may be filling as the result of the demotion, and if the employee declines to work on such job the employee's protected status is thereby cancelled. Employees will be required to accept recall to any job (permanent or temporary) from which they were demoted or transferred unless they have advanced to a higher paying job and if such employee declines such recall the protected status is thereby cancelled. Employees receiving a job protection rate on July 15, 1982, shall continue to be governed by the provisions of the Agreement in effect when they received the job protection rate including remaining eligible for general wage increases or decreases negotiated by the parties.

(b) All employees placed on a protected wage rate after July 15, 1982, will not participate in any general wage increase negotiated by the parties until the rate of the job occupied equals or exceeds the protected wage rate at which time the employee will receive the rate of the job occupied.

(c) No employee shall be eligible for a job protection rate if the employee is demoted as the result of an employee returning from military service.

Section 4. Transfer to Another Job

After an employee referred to in Section 2 of this Article has exhausted the employee's seniority rights and is still scheduled for layoff, the Division Executive for Human Resources and the Business Manager of the Union shall review the employee's case and shall make every effort to place the employee on a job which the employee can satisfactorily perform. The Division Executive for Human Resources and the Business Manager shall not be bound by the Seniority and Bidding Procedure provisions of this Agreement in order to accomplish that result and they shall, if possible, place the employee in a classification within the employee's capabilities which carries a rate closely approaching the employee's regular rate. They shall also determine, without being bound by any other provision of this Agreement, the seniority rights of the employee, and whether and to what extent the provisions of Section 3 of this Article shall apply.

ARTICLE XVI (Continued)

Section 5. Severance Allowance

If after applying the provisions of Section 4 of this Article an employee referred to in Section 2 of this Article is still scheduled for layoff, the employee shall be entitled to a severance allowance in accordance with the following:

(a) The request for the severance allowance must be made in writing by the Union within six months from the effective date of the layoff.

(b) An employee who elects to receive the severance allowance shall forfeit all seniority rights and any other privileges, rights or benefits to which the employee may then or thereafter be entitled. If any employee is offered re-employment in accordance with other provisions of this Agreement before the Company has received the request for severance allowance referred to in subsection (a) above, the employee shall have forfeited the employee's right to the severance allowance.

(c) An employee on being laid off shall have the right to elect within said six month period, by written notice to the Division Executive for Human Resources not to receive the severance allowance and thereby retain all seniority rights and any other privileges to which the employee may be entitled under other provisions of this Agreement.

(d) No employee shall be eligible for the severance allowance if the employee is laid off as the result of an employee returning from military service.

(e) No Severance Allowance will be paid to employees who resign, who are discharged for cause, or who leave the service of the Company because of physical disability.

(f) The employee may elect to be compensated for the Severance Allowance either in a single lump sum or in equal monthly payments to be spread over as many months as are included in the Severance Allowance. If an employee dies before the employee's Severance Allowance is fully paid, the remaining balance shall be payable to the employee's surviving spouse, if any, and if none, to the employee's surviving children, if any.

(g) The Severance Allowance shall not extend beyond the employee's normal retirement date.

(h) The rate of pay to be used in computing the amount of the Severance Allowance shall be the established rate of pay of the employee as set forth in the collective bargaining agreement in effect at the time of the employee's layoff.

(i) The schedule of amounts of the Severance Allowance is as follows:

Years of Company Service	Severance Allowance
At least 5 yrs. but less than 6 yrs.	1 mo. pay
At least 6 yrs. but less than 7 yrs.	2 mo. pay
At least 7 yrs. but less than 8 yrs.	4 mo. pay
At least 8 yrs. but less than 9 yrs.	6 mo. pay
At least 9 yrs. but less than 10 yrs.	8 mo. pay
At least 10 years	10 mo. pay
Over 10 years	1 mo. pay for each full year of service

ARTICLE XVII

Disabled Employees

When an employee having ten or more full years of Company Service at the time of disability can no longer perform the employee's regular work because of partial disability resulting from age or personal illness, or when a regular employee can no longer perform the employee's regular work because of partial disability resulting from compensable injury, and such employee, in either case, can perform other useful work, the following plan shall be applicable:

- (a) The Company and the Union will review each case on its merits and will make every effort to place such disabled employee on a job which the employee can satisfactorily fill. The parties are authorized to waive the Seniority and Bidding Procedure provisions of this Agreement in order to accomplish their purposes and they shall if possible place the employee in a classification within the employee's capabilities which carries a rate closely approaching the employee's regular rate. They shall also determine, without being bound by any other provision of this Agreement, the seniority rights of any such employee.
- (b) The placing of such an employee in a different job shall not constitute an increase in the Company's normal working force.
- (c) If any such employee is placed in a job carrying a maximum rate lower than the employee's regular rate of pay, the employee's pay while so employed will be arrived at by adding to the maximum rate of the job in which the employee is placed 4% of the difference between the employee's old job rate and the employee's new lower job rate for each full year of Company Service; provided, that in no case shall such an employee receive a rate for the new job which is higher than the employee's old job rate. The rate established according to this formula is subject to change only as and when the rate for the employee's classification at the time of disability is increased or decreased. A new rate shall then be recalculated in accordance with the formula based on the new rate for the employee's former job classification and using the Company Service originally used in applying the formula.
- (d) Group insurance, retirement annuity, health and accident insurance, and any other similar benefits, where the amount of such benefits is determined by the employee's earnings, shall remain the same as they were before the employee's earnings were reduced because of being placed in a different job under this Article.
- (e) A partially disabled employee placed on a job under this section will be examined periodically by the Medical Department to determine the physical status of the employee for placement in a different classification or transfer through the bidding procedure. A disability wage rate will not be retained unless approved by the Company.

ARTICLE XVIII

Inequity Adjustments

(a) The Union agrees that as of the effective date of this Agreement there were no inequities among the rates paid for the various job classifications represented by the Union.

(b) The following principles are accepted by the parties as applying to any future claims for inequity adjustment:

- (i) Inequity adjustments can only be made if an employee was wrongly classified sometime after the effective date of this Agreement, or if there was a change in job content after said date.
- (ii) The granting of an inequity adjustment either through negotiations or arbitration will not create any new inequities as between employees or job classifications with the Union.
- (iii) Whatever disposition is made by an arbitrator of any particular issue will settle that issue once and for all.

ARTICLE XIX

Miscellaneous General Provisions

Section 1. Partial Invalidity

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal, State or Municipal law or executive or administrative order now in effect or hereafter enacted or promulgated, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 2. Copies of Agreement

The Company will send a copy of this Agreement to every person presently employed in the bargaining unit covered hereby.

Section 3. Job Descriptions and Specifications of Existing Jobs and Procedure for Creating New Jobs and Revising Existing Jobs

(a) The Company has furnished the Union job descriptions setting out the job content of all job classifications in the bargaining unit which are in existence on the date of this Agreement. The Union has never agreed that such job descriptions are correct, and the Company has never requested the Union's agreement on that subject.

(b) Should the necessity for new job classifications arise, the Company will furnish to the Union job descriptions setting out the job content thereof, and the representatives of the parties hereto shall meet and prepare wage schedules and lines of progression with respect to such new job classifications.

ARTICLE XIX (Continued)

(c) As long as the Company acts in good faith it has the right to determine job specifications (such as requirements for physical condition, education, aptitude and experience) on new jobs.

(d) Whenever changes in work require the revision of an existing job, or whenever the Company desires to change job specifications of an existing job, a revised job description, or revised job specifications, will be prepared by the Company and discussed with the Union.

(e) If the parties are unable to agree on any of the items set forth in subsections (b) and (d) above within ten working days from the time the Company first notifies the Union thereof in writing, the dispute may be taken to arbitration under the provisions of Article XIV, and both parties agree to adhere to the time limits set forth in that Article in order to expedite a decision from the Arbitrator. The Company shall have the right to institute changes at any time after the expiration of the ten working days referred to above.

Section 4. Group Annuity, Group Life Insurance, Health and Welfare and Major Medical Plans and Other Benefits

(a) KCPL will pay the full cost of funding the Pension Plan on behalf of employees represented by Local 1613 at current benefit levels for the term of this Agreement. The amount to be paid to the Pension Plan on behalf of employees represented by Local 1613 by KCPL shall be the minimum funding requirement under the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) now in effect or as hereinafter amended, except those changes which are required by applicable law. The current benefit levels, descriptions and all other matter relating to benefits under the existing Pension Plan shall remain unchanged for the term of this Agreement.

(b) Recognizing that the following matters fall within the jurisdiction and discretion of the Joint Trustees, nevertheless Local 1613 and KCPL agree that the Trustees in the exercise of their discretion and consistent with their fiduciary obligations should take the following actions, and will recommend and request that the Trustee or Trustees representing them on the Board of Trustees take the following actions or support those already taken.

- (i) Approve an increase in the investment return authorized assumption from 6% to 7%, net of investment expense.
- (ii) Approve without change all other actuarial assumptions used by the actuaries in their most recent valuation, such actuarial assumptions to be used by the actuaries in calculating KCPL's contribution to the Pension Plan for the Plan year, October 1, 1984, through September 30, 1985.
- (iii) Amend the Pension Plan to require that there will be no future change in the actuarial assumptions used to calculate the KCPL's contribution to the Pension Plan unless the actuaries shall recommend the change in the actuarial assumption and either
 - (a) advise the Joint Trustees that such change in actuarial assumptions is, in the opinion of the actuaries, required by applicable law, or
 - (b) obtain approval of the recommended change by the affirmative vote of a majority of the Joint Trustees.

ARTICLE XIX (Continued)

- (iv) Utilize the present actuarial cost method in preparing annual actuarial valuations unless a change in such actuarial method is required by applicable law.

(c) Local 1613 and KCPL approve amending the Trust Agreement establishing the Pension Plan (recognizing that any such amendment to be effective also requires approval of the other Local Unions) as follows:

- (i) The Pension Plan is a defined benefit plan only and not a defined contribution plan, and
- (ii) Any future changes in pension benefits under the Pension Plan will be accomplished only through the collective bargaining process, except such changes as may be required by applicable law.

(d) Local 1613 agrees on behalf of the employees it represents that this Settlement resolves all issues, with respect to the Pension Plan. Local 1613 will not participate in, and waives any further interest in, pending arbitration and litigation involving pension issues. Local 1613 will not instigate, participate in, support or be a party to any proceeding inconsistent with this Settlement. However, the provision of this item (d) shall not be construed as binding on the Trustee representing Local 1613 on the Pension Board of Trustees, such Trustee to act independently consistent with his fiduciary obligations as Trustee, it being understood that Local 1613 may reimburse its Trustee on the Pension Board of Trustees for reasonable and necessary expenses incurred by him in performance of his fiduciary obligations as a Trustee.

(e) Recognizing that the following matters fall within the jurisdiction and discretion of the Joint Trustees, nevertheless Local 1613 and KCPL agree that the Trustees in the exercise of their discretion and consistent with their fiduciary obligations should take the following actions. Local 1613 and KCPL will recommend and request that the Trustee or Trustees representing them on the Board of Trustees amend the pension plan effective April 1, 1997 as follows:

A Local 1613 employee who is at least age 57 and has 30 or more years of credited service will be able to retire with no benefit reduction. The benefit will be based on the employee's highest average annual salary (base hourly rate as of October x 2088) for three consecutive years.

A Local 1613 employee who is at least age 55 and has at least 30 years of credited service will have their benefit reduced .25% for each month between age 55 and 57. The benefit will be based on the employees highest average annual salary (base hourly rate as of October x 2088) for five consecutive years.

(f) The parties have established a jointly administered health and welfare trust to administer a hospitalization and medical expense plan which will be common to all three bargaining units. The new Plan is not to be administered by the Company and is outlined in detail in the plan document.

- (i) Each regular 1613 employee will be covered by a flexible benefit plan (Flex). The following shall apply:
 - a. The Company will pay the full cost of the \$1000.00 deductible base plan.

ARTICLE XIX (Continued)

- b. The Company's funding commitment will be increased annually by the average percentage of inflationary price increases as determined by the Joint Trustees. (Currently \$300.00 for 1996).
- c. The fixed portion of the employee's flex formula is derived as follows:
 - 1. Contributions in excess of the amount required to provide the base plan will be added to the fixed portion of the employee's flex formula.
 - 2. The fixed portion will be reduced by \$66.00 plus any inflationary increase in the cost of employee only dental coverage. The company will continue to pay \$108.00 per regular employee, per year toward the cost of employee only dental coverage.
 - 3. Effective January 1, 1997, an additional \$500.00 will be added to the fixed portion.
- (ii) Effective with this Agreement, regular employees will contribute through payroll deductions and/or flex dollars to or for the benefit of the Trustees monthly contributions to continue coverage of hospitalization and medical expense benefits.
- (iii) When future increases in contributions are required as determined by the Joint Trustees with recommendations from the plan administrator, the Company will pick up the inflationary increase to the plan, applied to the 1996 Company contribution of \$300.00 per month.
- (iv) It is understood that insurance refunds will continue to be used in the Health and Welfare Fund.

(g) The parties agree that the Group Life Insurance Benefits in effect on July 1, 1979, shall remain in effect unless changed by mutual agreement of the parties and shall be administered by the Trustees of the Health & Welfare Trust.

(h) The Company has no obligation to make any contributions or payments on behalf of the employees covered hereby during a strike or work stoppage.

(i) The Company will pay the cost of providing Long Term Disability Coverage for each regular 1613 employee at 50% base salary with a 180 day elimination period.

(j) Each regular 1613 employee will be given the option of purchasing additional life insurance through payroll deduction.

Section 5. Local 1613 Workforce Incentive Program

Effective January 1, 1996, all regular 1613 employees with a minimum of one year of service are eligible to participate in the Local 1613 RESULTS Workforce Incentive Compensation program designed to work within the same parameters as the Company's

ARTICLE XIX (Continued)

RESULTS Workforce Incentive program for management employees. Both programs are based on achieving goals designed to improve the operation and value of our Company.

- (a) Eligibility - All regular, full-time Local 1613 employees with a minimum of one year of service are eligible to participate. First year participant awards will be pro-rated for the term of eligibility. Employees transferring into or out of Local 1613 that meet the one year service requirement will be eligible for a pro-rated incentive payout based on the length of time in Local 1613 for that program year.
- (b) Eligible participants who retire, die, or go on an approved leave of absence of more than 30 days, or who are placed on long term disability during the program year will receive a pro-rated payout.
- (c) For the purpose of service and participation calculations, persons beginning participation between the first and fifteenth days of the month will be regarded as having participated the full month, and those beginning participation the sixteenth and thereafter as not having participated at all during the month.
- (d) Eligible participants transferring out of Local 1613 between the first and fifteenth days of the month will be regarded as not having participated at all during the month. Participants transferring out the sixteenth and thereafter will be regarded as having participated the full month.
- (e) Eligible participants who voluntarily terminate their employment after the program year is complete but prior to pay out, will receive the incentive payout they would have received had they remained employed.
- (f) Eligible participants who voluntarily terminate during the program year or who are terminated for cause will receive no payout.
- (g) Annual goals will be those as stated in the management RESULTS program and applicable to the participant's work group(s) during the program year.
- (h) Incentive potential will be at one-half the percentage available under the management RESULTS program for the same applicable work group(s). The percentage incentive award will be multiplied by the total annual earnings (including overtime and shift differentials) of the Local 1613 employees within each division and divided equally among eligible Local 1613 employees within that division. This will be the base amount that will be pro-rated under the guidelines set forward above.
- (i) In divisions where department and division goals are paid independent of one another, the incentive payment will be reduced if either the department or division goals are not met, but at one-half of the applicable percentage for the RESULTS program in effect for that department.
- (j) Incentive awards are not included in the calculation of benefits.
- (k) Incentive awards are paid in a lump sum by check. The award will be subject to taxes and withholdings. Payment will be made after the announcement of goal achievements and prior to the end of first quarter.

ARTICLE XIX (Continued)

Management in its sole discretion may modify, suspend or terminate the RESULTS program at any time. Local 1613's participation in the RESULTS Workforce Incentive Compensation program continues for the life of this contract, or until the termination of the RESULTS program, whichever is first.

Section 6. "0" Series Cars

(a) Certain employees represented by the Union have the option (at the discretion of the Company) to use their personal automobiles on Company business in connection with their work. Conditions relating to the use of employee-owned automobiles (sometimes referred to as "0" Series cars) in the service of the Company, are set forth in the written contract which each employee-owner signs when the employee's automobile goes on the Company payroll and in the company-wide Policies and Procedures (CW-21). The employee will be paid pursuant to the Employee-Owned Automobile Agreement and IRS allowable mileage rates. The Company will permit employees who do not have regular contact with the general public in the normal performance of their job duties to have pick-up trucks which are acceptable to the Company on "0" series, except that under no circumstances will a "camper" type vehicle be considered.

(b) Meter Readers who use their personal automobiles for traveling to and from the routes will continue to receive a lump sum payment of \$300.00 each year and be responsible for liability and uninsured motorist coverage and are required to produce evidence of such coverage when requested by the Company. This amount will be pro-rated for an employee not using their private automobile traveling as a Meter Reader for the entire 12 months beginning August 1 of each year. These employees will also receive \$7.71 per route for each route read effective with the date of this Agreement. The \$7.71 was derived by first converting the \$300.00 lump sum payment into cents per mile (4.4¢) and reducing the current IRS allowable mileage rate by that amount (31¢ less 4.4¢ equals 26.6¢). The 26.6¢ was then multiplied by the average miles per route (29).

Section 7. Education Aid

For some time the Company at its sole discretion has provided an evening class program and subsidies for employees participating in outside school courses. Whenever the Company declines a subsidy in a particular case or declines a request for participation in an evening class, it will discuss the matter with the Business Manager of the Union upon the employee's request.

Section 8. Coffee Breaks

Coffee breaks for employees represented by Local Union 1613 at Manchester, Dodson and Johnson County Service Centers will be restricted to their general work area. Coffee and facilities for its preparation will be furnished by the Company.

Section 9. Employee Involvement

Recognizing the desire to improve the quality of work life for employees and enhance the effectiveness of the organization, the Company and the Union emphasize their mutual belief that Employee Involvement activities be initiated and sponsored jointly by the Company and the Union. The parties believe Employee Involvement is beneficial to all employees, and that these activities should continue with the objective of further growth. The purpose of such activity is to encourage greater employee participation in the conditions of the working environment, so

ARTICLE XIX (Continued)

that the jobs are made more satisfying and organizational performance and service quality are improved.

(a) When it is determined that an Employee Involvement Administrator (Full-time or Part-time) is required, the Business Manager will appoint the Administrator subject to the approval of the Human Resources Executive or his representative. The following shall apply with respect to full-time Administrator(s):

The Administrator shall be limited to one term of three (3) years. The Administrator will return to their former classification at the expiration of the term.

- ii. The minimum rate paid to the Administrator will be the Senior Clerk rate, job #377, in the B-1 rate wage or a 10% increase in their normal rate, whichever is greater. The Administrator will be eligible for subsequent increases as follows:

Second Year 5% Maximum
Third Year 5% Maximum

- iii. The maximum rate paid to the Administrator will be the rate paid to the highest paid job classification represented by Local 1613 plus five percent.
- iv. While serving as an Administrator, the employee selected from the bargaining unit will be exempt from all provisions of the current Agreement. However, while serving as Administrator the employee will continue to accrue benefits as though still in the bargaining unit.
- v. If it is determined there is a need for a change in Administrator(s), prior to the expiration of the three year term, the Administrator may be removed by mutual agreement of the Business Manager and the Human Resources Executive or their representatives.

(b) The parties have agreed to the following with respect to part-time Administrators, the following guidelines shall apply during the time an employee is actually working as a part-time Administrator.

- i. Part-time Administrators will attend team meetings and other approved employee involvement sessions during their normal working hours. In the event a part-time Administrator works in excess of normal work hours, the Administrator will be paid the appropriate overtime wage.
- ii. Part-time Administrators may be required to attend staff meetings and training sessions. They will be compensated for mileage to and from these meetings at the appropriate rate.
- iii. Part-time Administrators shall work under the direction of the Manager of Employee Development and/or the full-time Employee Involvement Administrator.
- iv. Part-time Administrators may be removed or replaced by mutual agreement of the parties and as needs dictate.

ARTICLE XIX (Continued)

- v. Part-time Administrators will serve a term of one year. The parties may extend the term upon mutual agreement. If the term is extended the employee will be eligible for up to a 5% merit increase at the beginning of the extension.
- vi. The minimum rate paid to the part-time Administrator will be the Senior Clerk rate under the B-1 rate range, or an increase of 10% in their current rate, whichever is greater.
- vii. The maximum rate paid shall be the rate paid to the highest paid job classification represented by Local 1613, plus 5%.
- viii. Part-Time Administrators shall be covered by all provisions contained this Agreement, including overtime.

(c) A joint Employee Involvement Steering Committee shall be composed of an equal number of representatives from the Union and the Company. The complete membership of the Steering Committee will be jointly agreed to by the Company and the Union. (Rotating the Chairmanship alternately between Company and Union.) The following shall apply as it relates to the Steering Committee:

- i. Each member will be limited to one term of two (2) years.
- ii. Members will serve staggered terms in office, determined at the time of appointment.
- iii. The authority to appoint and remove Local 1613 members is vested with the President of the Local, and subject to agreement by the Company.
- iv. All recommendations of this committee must be presented in writing to the Human Resources Executive and the Business Manager or their designated representatives.

(d) Some objectives of the joint steering committee include:

- i. Encourage and assist Union officials and Company managers to understand, support, and implement the principles on which this Agreement is based.
- ii. Recommend long-range plans and strategy for the introduction of Employment Involvement approaches and their integration into the policies, methods, and practices of existing and new organizations.
- iii. Review and analyze projects or activities which involve improving the quality of work environment; sponsoring research into factors related to improving performance and quality of work life. This will be done through presentations at quarterly meetings of the Steering Committee. The formal presentations will be the responsibility of the Employee Involvement Administrator.
- iv. Encourage all levels of union and management in recognizing that voluntary involvement is necessary for the success of joint efforts; and cooperating in the development, implementations, and growth of the Employee Involvement process in a spirit of mutuality and responsible leadership.

ARTICLE XIX (Continued)

(e) In continuing their cooperation and support of Employee Involvement in a spirit of mutual trust and respect, the parties agree that organizational and technological innovations are necessary and desirable; that every individual has the ability to contribute to the objectives of the organization; and that work should satisfy personal needs for self-respect, dignity, and fulfillment as well as service and financial objectives.

(f) Either party may terminate its participation in the Employee Involvement Program at any time by providing in writing their intention to do so.

Section 10. Existing Conditions

(a) Working conditions specifically provided for in prior Collective Bargaining Agreements covering employees covered by this Agreement are discontinued unless contained in this Agreement. All working conditions existing at the effective date of this Agreement but not specifically covered herein and all working conditions specifically covered herein shall remain unchanged while this Agreement is in force, unless changed (1) by the Company in the exercise of the vested rights referred to in Article IV, Section 1, of this Agreement, or (2) by agreement between the parties. Proposals made by the Company for changes in working conditions which are subject to negotiation with the Union shall be settled by resort to the grievance and arbitration procedures in case of a disagreement between the parties. The following working rules are applicable for the Meter Reading Department:

- (i) **Distribution of Routes.** The routes and number of customers assigned to the Meter Readers shall be divided as equitably as practicable and should be capable of completion in eight hours of work each working day.
- (ii) **Equipment.** The Company will continue to furnish, clean and repair uniforms, caps, shirts, jackets and raincoats, and furnish and keep in repair flashlights and all other necessary equipment to Meter Readers.

(b) Present practices with respect to the allocation of work between job classifications covered by this Agreement shall be continued until changed by the Company in the exercise of the rights reserved under Article IV, Section 1. In the event the Company should elect to make a major change in the allocation of work as between such job classifications, it will discuss the matter in advance with the Union.

ARTICLE XX

Appendices

Section 1. Job Classifications and Lines of Progression

(a) Appendix A-1 attached hereto and made a part hereof by this reference contains a complete list of lines of progression for employees with promotional rights, recall rights or incumbency rights as of July 15, 1982, who do not refuse promotion, (subject to the provisions of Article V, Section 4(f)), recall or incumbency rights when offered or who do not transfer through the bidding procedure after July 16, 1982.

(b) Appendix A-2 attached hereto and made a part hereof by this reference contains a complete list of all job classifications covered by this Agreement in each of the departments of the Company and all lines of progression in such departments for employees hired after July 15, 1982 and employees who transfer through the bidding procedure after July 15, 1982.

ARTICLE XX (Continued)

Section 2. Wage Rates and Rate Ranges

(a) Appendix B-1 attached hereto and made a part hereof by this reference contains a complete list of all job classifications covered by this Agreement and all wage rates and rate ranges for employees in these classifications as of July 15, 1982, or employees who have and retain promotional rights, recall rights or incumbency rights as of July 15, 1982.

(b) Appendix B-2 attached hereto and made a part hereof by this reference contains a complete list of all job classifications covered by this Agreement and all wage rates and rate ranges for employees hired after July 15, 1982 and employees who transfer through the bidding procedure after July 15, 1982.

Section 3. Sick Leave Control Program

Appendix C attached hereto and made a part hereof by this reference contains sick leave control provisions in effect as of the date of this Agreement.

Section 4. Tardiness Control Program

Appendix D attached hereto and made a part hereof by this reference contains tardiness control provisions in effect as of the date of this Agreement.

Section 5. Incumbency and Recall Rights

Appendix E attached hereto and made a part hereof by this reference contains lists of employees retaining recall rights or incumbency rights as of the date of this Agreement.

APPENDIX A-1

**LINES OF PROGRESSION FOR EMPLOYEES
WITH PROMOTIONAL RIGHTS, RECALL RIGHTS
OR INCUMBENCY RIGHTS, AS OF JULY 15, 1982,
WHO DO NOT REFUSE PROMOTION, RECALL, OR
INCUMBENCY RIGHTS WHEN OFFERED OR
WHO DO NOT TRANSFER THROUGH THE
BIDDING PROCEDURE AFTER JULY 16, 1982**

<u>Job No.</u>	<u>Job Classification</u>	<u>Promotes From</u>	<u>Promotes To</u>
----------------	---------------------------	----------------------	--------------------

FINANCE & TREASURY

Controller
(Formerly Accounting)

Payroll

372	Clerk, Reports	377	---
377	Clerk, Senior	362	372
362	Clerk, Junior	358	377

RETAIL SERVICES

Customer Operations
Customer Communication Center

366	Representative, Customer	---	---
381	Clerk, Special Accounts & Control	322	---
322	Bookkeeper, Unit	---	381

Purchasing and Internal Services

Internal Services

390	Clerk, Chief Internal Services	385	---
385	Clerk, Internal Services	396	390
396	Clerk, Operating Records	---	385

Materials

410	Dispatcher, Materials	399	---
523	Storekeeper, General Stores	399	---
399	Clerk, Senior Stores	---	410, 523

Real Estate

378	Clerk, Real Estate	377	---
377	Clerk, Senior	---	378

Common Lines of Progression
(Effective May 9, 1988)

Lines of progression for certain work areas/departments and some employees were determined by the May 9, 1988 clerical reorganization of the Transmission and Distribution's Administrative Services Department (Refer to June 30, 1988 Letter of Understanding).

Incumbents for Chief Transmissions & Distribution Clerk, Job #394:

- Elizabeth J. Hensel (currently in Customer Service)
- Michelle E. Greene (currently in Substations Construction & Maintenance)

APPENDIX A-2

**JOB CLASSIFICATIONS
AND LINES OF PROGRESSION
FOR
EMPLOYEES HIRED AFTER JULY 15, 1982, AND
EMPLOYEES WHO TRANSFER THROUGH
THE BIDDING PROCEDURE AFTER JULY 15, 1982**

<u>Job No.</u>	<u>Job Classification</u>	<u>Promotes From</u>	<u>Promotes To</u>
<u>FINANCE & TREASURY</u>			
<u>Controller</u> (Formerly Accounting)			
310	Analyst	---	---
348	Clerk, Chief	---	---
377	Clerk, Senior (2).....	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362
<u>FINANCE & TREASURY AND RETAIL SERVICES</u>			
Cashier and Credit & Collection			
397	Collector.....	---	---
377	Clerk, Senior	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362
<u>POWER SUPPLY</u>			
<u>Wholesale & Transmission Services</u>			
Planning & Wholesale Marketing			
362	Clerk, Junior.....	---	---
Power Services			
377	Clerk, Senior	362	---
362	Clerk, Junior.....	--	377
521	Stenographer	---	---
Transmission & Substations			
437	Estimator, Chief Substation	436	---
436	Estimator, Substation (5)	---	437
<u>RETAIL SERVICES</u>			
<u>Customer Operations</u>			
Customer Communication Center			
502	Representative, Customer Service.....	---	---
366	Representative, Customer Communications	---	354

<u>Job No.</u>	<u>Job Classification</u>	<u>Promotes From</u>	<u>Promotes To</u>
377	Clerk, Senior	362	---
362	Clerk, Junior	358	377
358	Clerk, General	---	362
Metering			
444	Foreman, Working Meter Reading	---	---
470	Meter Reader (Customer Service)	---	---
473	Meter Reader (Auto)	---	---
475	Meter Reader (Walking)	---	---
377	Clerk, Senior	362	---
362	Clerk, Junior	358	377
358	Clerk, General	---	362
<u>Customer Services & Purchasing</u>			
Customer Services			
508	Project Coordinator Working Foreman.....	507	---
507	Project Coordinator	506	508
506	Service Coordinator (5).....	---	507
421	Draftsman, Construction (5)	---	---
Distribution Operations & Maintenance			
405	Dispatcher, Distribution (5)	---	---
<u>Information Technology</u>			
Information Center			
358	Clerk, General	---	---
Information Technology Services			
483	Operator, Console.....	495	---
495	Operator, Data Processing Equipment.....	---	483
489	Operator, Senior Punch Machine	---	---
336	Clerk, Data	---	---
362	Clerk, Junior	---	---
358	Clerk, General	---	---
Mapping Drafting Technologies & Services			
418	Technician, Mapping.....	---	---
417	Technician, Drafting.....	---	---
362	Clerk, Junior.....	358	---

<u>Job No.</u>	<u>Job Classification</u>	<u>Promotes From</u>	<u>Promotes To</u>
358	Clerk, General.....	---	362
Telephone & Radio Operations			
377	Clerk, Senior	---	---
533	Technician, Radio	531	---
531	Technician, Assistant Radio.....	---	533
535	Technician, Telephone.....	---	---
482	Operator, Chief Telephone	491	---
491	Operator, Telephone.....	---	482
<u>Marketing & Regulatory Affairs</u>			
Marketing Support Services			
493	Operator, Print Shop.....	---	---
<u>Purchasing & Internal Services</u>			
Document Processing & Distribution Services			
367	Clerk, Document Processing	358	---
358	Clerk, General.....	---	367
Internal Services Clerical			
348	Clerk, Chief	---	---
377	Clerk, Senior	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362
Internal Services & Facilities Management			
461	Janitor, Chief.....	463	---
463	Janitor	---	461
Materials			
377	Clerk, Senior	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362
Purchasing			
377	Clerk, Senior	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362

<u>Job No.</u>	<u>Job Classification</u>	<u>Promotes From</u>	<u>Promotes To</u>
Shop & Technical Services - Lab			
538	Tester, Instrument.....	537	---
537	Tester, General.....	---	538

Common Lines of Progression
(Effective May 9, 1988)

Lines of progression for certain work areas/departments and some employees were determined by the May 9, 1988 clerical reorganization of the Transmission and Distribution's Administrative Services Department (Refer to June 30, 1988 Letter of Understanding).

Employees hired or who transfer through the bidding procedure after May 9, 1988 into any of the work areas/departments listed below will share a common line of progression designated by the group number.

Group I

Customer Services
(Formerly Distribution Construction & Maintenance
F&M, JoCo, Dodson, Northland, Southland)

348	Clerk, Chief	---	---
377	Clerk, Senior (1).....	362	---
362	Clerk, Junior	358	377
358	Clerk, General.....	---	362
521	Stenographer (4).....	---	---

Group II

Distribution Operations & Maintenance
Line Clearance

362	Clerk, Junior.....	358	---
358	Clerk, General.....	---	362

Group III

Customer Services Administrative Support
Distribution Engineering & Technical Services
(formerly T&D Standards and formerly Customer Services Engineering)
Shop & Technical Services - Lab (formerly T&D Laboratory)

<u>Job No.</u>	<u>Job Classification</u>	<u>Promotes From</u>	<u>Promotes To</u>
348	Clerk, Chief	---	---
377	Clerk, Senior (1).....	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362
521	Stenographer (4).....	---	---

Group IV

Metering (formerly Meter Shop)
Transmission Construction & Maintenance (formerly Transmission & Substations)
Transmission & Substations (formerly Instrument & Relay)

348	Clerk, Chief	---	---
377	Clerk, Senior (1).....	362	---
362	Clerk, Junior.....	358	377
358	Clerk, General.....	---	362
521	Stenographer (4).....	---	---

NOTE:

- (1) The following employees (members of the Transmission and Distribution's Administrative Services Department at the time of the May 9, 1988 reorganization) must be considered first for a permanent Senior Clerk vacancy, job number 377 in Groups I, III or IV shown above. These employees are listed in order of their Junior Clerk job seniority.
 1. Jamie L. Shell
 2. Lenora N. Gaydusek
 3. Josephine M. Scheier
- (2) Employees in the A-2 line of progression to Senior Clerk in the Customer Accounts and Control section of Accounting, Job #377, as of March 21, 1988, will be allowed to progress into that position if it should become open, even if they lack the required six hours of college level accounting.
- (3) In the event of demotions or layoffs due to a reduction in force, the clerical employees who were members of the Transmission and Distribution-Administrative Services Department prior to the reorganization (incumbents as of May 9, 1988) will be treated as a common work group.
- (4) These positions will only be retained until vacated by the incumbents. Vacancies that are subsequently filled will be by General Clerks, job number 358.
- (5) These classifications will be open to Company-wide bidding.

**APPENDIX B-1
WAGE RATES
AND
RATE RANGES
EFFECTIVE**

APRIL 2, 1996 THROUGH MARCH 31, 1997

APRIL 1, 1997 THROUGH MARCH 31, 1998

APRIL 1, 1998 THROUGH MARCH 31, 1999

FOR

**EMPLOYEES IN THOSE CLASSIFICATIONS AS OF
JULY 15, 1982, OR EMPLOYEES WHO HAVE
AND RETAIN PROMOTIONAL RIGHTS, RECALL
RIGHTS OR INCUMBENCY RIGHTS AS OF
JULY 15, 1982**

APPENDIX B1

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
304	AGENT, RIGHT-OF-WAY	A)18.22 B)18.58 C)18.95	A)18.79 B)19.17 C)19.55	A)19.31 B)19.70 C)20.09	A)20.17 B)20.57 C)20.98	A)21.27 B)21.70 C)22.13	
310	ANALYST	A)15.19 B)15.49 C)15.80	A)16.21 B)16.53 C)16.86	A)17.11 B)17.45 C)17.80	A)18.03 B)18.39 C)18.76	A)19.66 B)20.05 C)20.45	
322	BOOKKEEPER, UNIT	A)12.59 B)12.84 C)13.10	A)13.10 B)13.36 C)13.63	A)13.64 B)13.91 C)14.19	A)14.22 B)14.50 C)14.79	A)14.84 B)15.14 C)15.44	
331	CHIEF OF PARTY	A)15.54 B)15.85 C)16.17	A)15.86 B)16.18 C)16.50	A)16.08 B)16.40 C)16.73	A)16.66 B)16.99 C)17.33	A)17.21 B)17.55 C)17.90	A)17.75 B)18.11 C)18.47
336	CLERK, DATA	A)13.96 B)14.24 C)14.52	A)14.57 B)14.86 C)15.16	A)15.37 B)15.68 C)15.99	A)15.92 B)16.24 C)16.56	A)16.21 B)16.53 C)16.86	
347	CLERK, CHIEF FILE	A)15.81 B)16.13 C)16.45	A)16.29 B)16.62 C)16.95	A)16.80 B)17.14 C)17.48			
348	CLERK, CHIEF	A)15.37 B)15.68 C)15.99	A)16.21 B)16.53 C)16.86	A)16.75 B)17.09 C)17.43	A)18.14 B)18.50 C)18.87		
352	CLERK, COLLECTION	A)14.31 B)14.60 C)14.89	A)14.61 B)14.90 C)15.20	A)15.16 B)15.46 C)15.77	A)15.68 B)15.99 C)16.31	A)16.54 B)16.87 C)17.21	
358	CLERK, GENERAL	A) 9.88 B)10.08 C)10.28	A)10.69 B)10.90 C)11.12	A)11.54 B)11.77 C)12.01	A)12.38 B)12.63 C)12.88	A)13.41 B)13.68 C)13.95	

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B1

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
362	CLERK, JUNIOR	A)12.87 B)13.13 C)13.39	A)13.41 B)13.68 C)13.95	A)13.97 B)14.25 C)14.54	A)14.84 B)15.14 C)15.44	A)15.37 B)15.68 C)15.99	
366	REPRESENTATIVE, CUSTOMER COMMUNICATIONS	A)14.77 B)15.07 C)15.37	A)15.06 B)15.36 C)15.67	A)15.62 B)15.93 C)16.25	A)16.14 B)16.46 C)16.79	A)16.99 B)17.33 C)17.68	
370	CLERK, LEDGER	A)13.43 B)13.70 C)13.97	A)14.08 B)14.36 C)14.65	A)14.69 B)14.98 C)15.28	A)15.34 B)15.65 C)15.96	A)16.21 B)16.53 C)16.86	
372	CLERK, REPORTS	A)16.65 B)16.98 C)17.32	A)17.22 B)17.56 C)17.91				
377	CLERK, SENIOR	A)13.97 B)14.25 C)14.54	A)14.57 B)14.86 C)15.16	A)15.37 B)15.68 C)15.99	A)15.92 B)16.24 C)16.56	A)16.21 B)16.53 C)16.86	
378	CLERK, REAL ESTATE	A)14.47 B)14.76 C)15.06	A)15.00 B)15.30 C)15.61	A)15.86 B)16.18 C)16.50	A)16.66 B)16.99 C)17.33	A)17.75 B)18.11 C)18.47	
381	CLERK, SPECIAL ACCOUNTS & CONTROL	A)13.74 B)14.01 C)14.29	A)14.30 B)14.59 C)14.88	A)14.85 B)15.15 C)15.45	A)15.41 B)15.72 C)16.03	A)15.97 B)16.29 C)16.62	
383	CLERK, SENIOR PURCHASING & TRAFFIC	A)16.92 B)17.26 C)17.61	A)17.38 B)17.73 C)18.08	A)17.97 B)18.33 C)18.70	A)18.69 B)19.06 C)19.44	A)19.36 B)19.75 C)20.15	
385	CLERK, INTERNAL SERVICES	A)16.51 B)16.84 C)17.18	A)16.92 B)17.26 C)17.61	A)17.38 B)17.73 C)18.08	A)17.97 B)18.33 C)18.70	A)18.69 B)19.06 C)19.44	

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B1

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
390	CLERK, CHIEF INTERNAL SERVICES	A)17.75 B)18.11 C)18.47	A)18.35 B)18.72 C)19.09	A)19.09 B)19.47 C)19.86	A)20.78 B)21.20 C)21.62		
392	CLERK, SENIOR TRANSMISSION & DISTRIBUTION	A)19.88 B)20.28 C)20.69					
394	CLERK, CHIEF TRANSMISSION & DISTRIBUTION	A)17.75 B)18.11 C)18.47	A)18.35 B)18.72 C)19.09	A)19.09 B)19.47 C)19.86	A)20.78 B)21.20 C)21.62		
395	CLERK, TRANSMISSION & DISTRIBUTION	A)16.51 B)16.84 C)17.18	A)16.92 B)17.26 C)17.61	A)17.38 B)17.73 C)18.08	A)17.97 B)18.33 C)18.70	A)18.69 B)19.06 C)19.44	
396	CLERK, OPERATING RECORDS	A)14.70 B)14.99 C)15.29	A)15.20 B)15.50 C)15.81	A)15.79 B)16.11 C)16.43	A)16.54 B)16.87 C)17.21		
397	COLLECTOR	A)16.75 B)17.09 C)17.43	A)17.16 B)17.50 C)17.85	A)17.55 B)17.90 C)18.26	A)18.13 B)18.49 C)18.86	A)18.69 B)19.06 C)19.44	
405	DISPATCHER, DISTRIBUTION	A)19.58 B)19.97 C)20.37	A)20.17 B)20.57 C)20.98	A)21.32 B)21.75 C)22.19	A)22.34 B)22.79 C)23.25	A)23.37 B)23.84 C)24.32	
437	ESTIMATOR, CHIEF SUBSTATION	A)22.76 B)23.22 C)23.68	A)23.36 B)23.83 C)24.31				
444	FOREMAN, WORKING METER READER	A)15.87 B)16.19 C)16.51	A)16.96 B)17.30 C)17.65	A)17.55 B)17.90 C)18.26	A)17.90 B)18.26 C)18.63	A)18.27 B)18.64 C)19.01	

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B1

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
457	INSTRUMENT MAN	A)14.57 B)14.86 C)15.16	A)14.84 B)15.14 C)15.44	A)15.12 B)15.42 C)15.73	A)15.37 B)15.68 C)15.99		
461	JANITOR, CHIEF	A)14.18 B)14.46 C)14.75					
463	JANITOR	A) 9.88 B)10.08 C)10.28	A)11.36 B)11.59 C)11.82	A)12.92 B)13.18 C)13.44			
470	METER READER (CUSTOMER SERVICE)	A)15.16 B)15.46 C)15.77	A)15.71 B)16.02 C)16.34	A)16.27 B)16.60 C)16.93	A)16.96 B)17.30 C)17.65	A)17.16 B)17.50 C)17.85	
473	METER READER (AUTO)	A)14.23 B)14.51 C)14.80	A)14.80 B)15.10 C)15.40	A)15.34 B)15.65 C)15.96	A)16.06 B)16.38 C)16.71		
475	METER READER (WALKING) (2)	A)13.65 B)13.92 C)14.20	A)14.22 B)14.50 C)14.79	A)15.08 B)15.38 C)15.69	A)15.37 B)15.68 C)15.99		
483	OPERATOR, CONSOLE	A)18.22 B)18.58 C)18.95	A)19.39 B)19.78 C)20.18	A)20.53 B)20.94 C)21.36			
489	OPERATOR, SENIOR PUNCH MACHINE	A)12.61 B)12.86 C)13.12	A)13.15 B)13.41 C)13.68	A)13.56 B)13.83 C)14.11	A)14.24 B)14.52 C)14.81		
491	OPERATOR, TELEPHONE	A) 9.88 B)10.08 C)10.28	A)10.69 B)10.90 C)11.12	A)11.54 B)11.77 C)12.01	A)12.38 B)12.63 C)12.88	A)13.41 B)13.68 C)13.95	

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B1

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
493	OPERATOR, PRINT SHOP	A)13.36 B)13.63 C)13.90	A)13.86 B)14.14 C)14.42	A)14.64 B)14.93 C)15.23	A)15.49 B)15.80 C)16.12	A)16.28 B)16.61 C)16.94	
495	OPERATOR, DATA PROCESSING EQUIPMENT	A)14.66 B)14.95 C)15.25	A)15.52 B)15.83 C)16.15	A)16.61 B)16.94 C)17.28	A)17.16 B)17.50 C)17.85		
502	REPRESENTATIVE, CUSTOMER SERVICE	A)16.75 B)17.09 C)17.43	A)17.16 B)17.50 C)17.85	A)17.55 B)17.90 C)18.26	A)18.13 B)18.49 C)18.86	A)18.69 B)19.06 C)19.44	
521	STENOGRAPHER	A) 9.88 B)10.08 C)10.28	A)10.78 B)11.00 C)11.22	A)11.73 B)11.96 C)12.20	A)12.68 B)12.93 C)13.19	A)13.60 B)13.87 C)14.15	A)14.57 B)14.86 C)15.16
523	STOREKEEPER, GENERAL STORES	A)16.75 B)17.09 C)17.43	A)17.30 B)17.65 C)18.00	A)18.14 B)18.50 C)18.87	A)18.69 B)19.06 C)19.44		
533	TECHNICIAN, RADIO	A)18.16 B)18.52 C)18.89	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	A)20.53 B)20.94 C)21.36	A)21.07 B)21.49 C)21.92
534	TELLER	A)12.87 B)13.13 C)13.39	A)13.15 B)13.41 C)13.68	A)13.67 B)13.94 C)14.22	A)14.28 B)14.57 C)14.86	A)15.12 B)15.42 C)15.73	A)15.99 B)16.31 C)16.64
537	TESTER, GENERAL	A)17.57 B)17.92 C)18.28	A)18.16 B)18.52 C)18.89	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	
538	TESTER, INSTRUMENT	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	A)20.53 B)20.94 C)21.36	A)21.07 B)21.49 C)21.92	

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B1

NOTES:

1. (A) EMPLOYEES IN THE METER READER (WALKING), JOB NO. 475, CLASSIFICATION WHO WERE RECLASSIFIED TO METER READER (VAN DRIVER), JOB 474, ON 7-1-76 AND THEN TO METER READER (WALKING), JOB NO. 475, ON 5-1-82, WILL RECEIVE:

- A)15.93
- B)16.25
- C)16.58

- (B) EMPLOYEES IN THE METER READER (WALKING), JOB NO. 475, CLASSIFICATION WHO WERE RECLASSIFIED FROM METER READER (VAN DRIVER), JOB NO. 474, ON 5-1-82, WILL RECEIVE:

- A)15.69
- B)16.00
- C)16.32

- A)EFFECTIVE 04/02/96 TO 03/31/97
- B)EFFECTIVE 04/01/97 TO 03/31/98
- C)EFFECTIVE 04/01/98

APPENDIX B-2

WAGE RATES

AND

RATE RANGES

EFFECTIVE

APRIL 2, 1996 THROUGH MARCH 31, 1997

APRIL 1, 1997 THROUGH MARCH 31, 1998

APRIL 1, 1998 THROUGH MARCH 31, 1999

FOR

EMPLOYEES HIRED AFTER JULY 15, 1982, AND

EMPLOYEES WHO TRANSFER THROUGH

THE BIDDING PROCEDURE AFTER JULY 15, 1982

APPENDIX B2

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
304	AGENT, RIGHT-OF-WAY	A)18.22 B)18.58 C)18.95	A)18.79 B)19.17 C)19.55	A)19.31 B)19.70 C)20.09	A)20.17 B)20.57 C)20.98	A)21.27 B)21.70 C)22.13	
306	AGENT, RIGHT-OF-WAY (PERMITS)	A)14.47 B)14.76 C)15.06	A)15.00 B)15.30 C)15.61	A)15.86 B)16.18 C)16.50	A)16.66 B)16.99 C)17.33	A)17.75 B)18.11 C)18.47	
310	ANALYST	A)15.19 B)15.49 C)15.80	A)16.21 B)16.53 C)16.86	A)17.11 B)17.45 C)17.80	A)18.03 B)18.39 C)18.76	A)19.66 B)20.05 C)20.45	
331	CHIEF OF PARTY	A)15.54 B)15.85 C)16.17	A)15.86 B)16.18 C)16.50	A)16.08 B)16.40 C)16.73	A)16.66 B)16.99 C)17.33	A)17.21 B)17.55 C)17.90	A)17.75 B)18.11 C)18.47
336	CLERK, DATA	A)11.58 B)11.81 C)12.05	A)11.98 B)12.22 C)12.46	A)12.38 B)12.63 C)12.88	A)12.78 B)13.04 C)13.30	A)13.20 B)13.46 C)13.73	
348	CLERK, CHIEF	A)15.21 B)15.51 C)15.82	A)15.54 B)15.85 C)16.17	A)15.87 B)16.19 C)16.51	A)16.21 B)16.53 C)16.86		
358	CLERK, GENERAL	A) 9.88 B)10.08 C)10.28	A)10.24 B)10.44 C)10.65	A)10.64 B)10.85 C)11.07	A)11.01 B)11.23 C)11.45	A)11.42 B)11.65 C)11.88	
362	CLERK, JUNIOR	A)11.58 B)11.81 C)12.05	A)11.98 B)12.22 C)12.46	A)12.38 B)12.63 C)12.88	A)12.78 B)13.04 C)13.30	A)13.20 B)13.46 C)13.73	
366	REPRESENTATIVE, CUSTOMER COMMUNICATIONS	A)13.80 B)14.08 C)14.36	A)14.37 B)14.66 C)14.95	A)14.99 B)15.29 C)15.60	A)15.60 B)15.91 C)16.23	A)16.21 B)16.53 C)16.86	

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B2

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
367	CLERK, DOCUMENT PROCESSING	A)11.58 B)11.81 C)12.05	A)11.98 B)12.22 C)12.46	A)12.38 B)12.63 C)12.88	A)12.78 B)13.04 C)13.30	A)13.20 B)13.46 C)13.73	
377	CLERK, SENIOR	A)13.28 B)13.55 C)13.82	A)13.74 B)14.01 C)14.29	A)14.21 B)14.49 C)14.78	A)14.66 B)14.95 C)15.25	A)15.14 B)15.44 C)15.75	
397	COLLECTOR	A)15.37 B)15.68 C)15.99	A)15.99 B)16.31 C)16.64	A)16.61 B)16.94 C)17.28	A)17.21 B)17.55 C)17.90	A)17.80 B)18.16 C)18.52	
405	DISPATCHER, DISTRIBUTION	A)21.57 B)22.00 C)22.44	A)21.88 B)22.32 C)22.77	A)22.44 B)22.89 C)23.35	A)23.37 B)23.84 C)24.32		
417	MAPPING TECHNICIAN (1)	A)14.06 B)14.34 C)14.63	A)15.01 B)15.31 C)15.62	A)15.94 B)16.26 C)16.59	A)16.98 B)17.32 C)17.67	A)17.84 B)18.20 C)18.56	A)18.73 B)19.10 C)19.48
418	DRAFTING TECHNICIAN (1)	A)14.06 B)14.34 C)14.63	A)15.01 B)15.31 C)15.62	A)15.94 B)16.26 C)16.59	A)16.98 B)17.32 C)17.67	A)17.84 B)18.20 C)18.56	A)18.73 B)19.10 C)19.48
421	DRAFTSMAN, CONSTRUCTION	A)15.01 B)15.31 C)15.62	A)15.59 B)15.90 C)16.22	A)16.14 B)16.46 C)16.79	A)16.98 B)17.32 C)17.67	A)17.84 B)18.20 C)18.56	
436	ESTIMATOR, SUBSTATION	A)19.95 B)20.35 C)20.76	A)20.25 B)20.66 C)21.07	A)20.79 B)21.21 C)21.63	A)21.64 B)22.07 C)22.51		
437	ESTIMATOR, CHIEF SUBSTATION	A)22.76 B)23.22 C)23.68	A)23.36 B)23.83 C)24.31				

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B2

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
444	FOREMAN, WORKING METER READER	A)15.21 B)15.51 C)15.82	A)15.54 B)15.85 C)16.17	A)15.87 B)16.19 C)16.51	A)16.21 B)16.53 C)16.86		
457	INSTRUMENT MAN	A)14.57 B)14.86 C)15.16	A)14.84 B)15.14 C)15.44	A)15.12 B)15.42 C)15.73	A)15.37 B)15.68 C)15.99		
461	JANITOR, CHIEF	A)12.20 B)12.44 C)12.69					
463	JANITOR	A) 9.88 B)10.08 C)10.28	A)10.24 B)10.44 C)10.65	A)10.64 B)10.85 C)11.07	A)11.01 B)11.23 C)11.45	A)11.42 B)11.65 C)11.88	
470	METER READER (CUSTOMER SERVICE)	A)13.43 B)13.70 C)13.97	A)14.08 B)14.36 C)14.65	A)14.68 B)14.97 C)15.27	A)15.29 B)15.60 C)15.91	A)16.21 B)16.53 C)16.86	
473	METER READER (AUTO)	A)12.64 B)12.89 C)13.15	A)13.25 B)13.52 C)13.79	A)13.86 B)14.14 C)14.42	A)14.47 B)14.76 C)15.06	A)15.14 B)15.44 C)15.75	
475	METER READER (WALKING)	A)12.14 B)12.38 C)12.63	A)12.76 B)13.02 C)13.28	A)13.36 B)13.63 C)13.90	A)13.95 B)14.23 C)14.51	A)14.58 B)14.87 C)15.17	
482	OPERATOR, CHIEF TELEPHONE	A)12.20 B)12.44 C)12.69					
483	OPERATOR, CONSOLE	A)18.22 B)18.58 C)18.95	A)19.39 B)19.78 C)20.18	A)20.53 B)20.94 C)21.36			

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B2

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
489	OPERATOR, SENIOR PUNCH MACHINE	A)11.58 B)11.81 C)12.05	A)11.98 B)12.22 C)12.46	A)12.38 B)12.63 C)12.88	A)12.78 B)13.04 C)13.30	A)13.20 B)13.46 C)13.73	
491	OPERATOR, TELEPHONE	A) 9.88 B)10.08 C)10.28	A)10.24 B)10.44 C)10.65	A)10.64 B)10.85 C)11.07	A)11.01 B)11.23 C)11.45	A)11.42 B)11.65 C)11.88	
493	OPERATOR, PRINT SHOP	A)13.36 B)13.63 C)13.90	A)13.86 B)14.14 C)14.42	A)14.64 B)14.93 C)15.23	A)15.49 B)15.80 C)16.12	A)16.28 B)16.61 C)16.94	
495	OPERATOR, DATA PROCESSING EQUIPMENT	A)13.80 B)14.08 C)14.36	A)14.37 B)14.66 C)14.95	A)14.99 B)15.29 C)15.60	A)15.60 B)15.91 C)16.23	A)16.21 B)16.53 C)16.86	
502	REPRESENTATIVE, CUSTOMER SERVICE	A)15.37 B)15.68 C)15.99	A)15.99 B)16.31 C)16.64	A)16.61 B)16.94 C)17.28	A)17.21 B)17.55 C)17.90	A)17.80 B)18.16 C)18.52	
505	RODMAN	A)12.39 B)12.64 C)12.89	A)12.78 B)13.04 C)13.30				
506	SERVICE COORDINATOR	A)15.37 B)15.68 C)15.99	A)15.99 B)16.31 C)16.64	A)16.78 B)17.12 C)17.46	A)17.56 B)17.91 C)18.27	A)18.40 B)18.77 C)19.15	
507	PROJECT COORDINATOR	A)19.95 B)20.35 C)20.76	A)20.25 B)20.66 C)21.07	A)20.79 B)21.21 C)21.63	A)21.64 B)22.07 C)22.51		
508	PROJECT COORDINATOR, WORKING FOREMAN	A)22.90 B)23.36 C)23.83		A)23.37 B)23.84 C)24.32			

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX B2

JOB NO.	CLASSIFICATION	1ST 6 MOS	2ND 6 MOS	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
521	STENOGRAPHER	A) 9.88 B)10.08 C)10.28	A)10.64 B)10.85 C)11.07	A)11.42 B)11.65 C)11.88	A)12.20 B)12.44 C)12.69	A)12.99 B)13.25 C)13.52	A)13.80 B)14.08 C)14.36
531	TECHNICIAN, ASST' RADIO	A)15.64 B)15.95 C)16.27	A)15.92 B)16.24 C)16.56	A)16.21 B)16.53 C)16.86	A)16.75 B)17.09 C)17.43	A)17.30 B)17.65 C)18.00	
533	TECHNICIAN, RADIO	A)18.16 B)18.52 C)18.89	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	A)20.53 B)20.94 C)21.36	A)21.07 B)21.49 C)21.92
535	TECHNICIAN, TELEPHONE	A)18.16 B)18.52 C)18.89	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	A)20.53 B)20.94 C)21.36	A)21.07 B)21.49 C)21.92
537	TESTER, GENERAL	A)17.57 B)17.92 C)18.28	A)18.16 B)18.52 C)18.89	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	
538	TESTER, INSTRUMENT	A)18.75 B)19.13 C)19.51	A)19.32 B)19.71 C)20.10	A)19.91 B)20.31 C)20.72	A)20.53 B)20.94 C)21.36	A)21.07 B)21.49 C)21.92	
549	UTILITY MAN, BUILDING	A)15.92 B)16.24 C)16.56	A)16.75 B)17.09 C)17.43	A)17.57 B)17.92 C)18.28	A)18.54 B)18.91 C)19.29		

NOTES:

1. TO QUALIFY FOR THE 5th YEAR STEP, EMPLOYEES WILL BE REQUIRED TO EXCEED EXPECTATIONS FOR THE POSITION. SPECIFIC MEASURABLE EXPECTATIONS ARE BEING DEVELOPED BY MANAGEMENT WITH INPUT FROM THE BARGAINING UNIT. IT IS ANTICIPATED THAT THESE EXPECTATIONS WILL INCLUDE, BUT NOT BE LIMITED TO, THE EMPLOYEE OBTAINING, ON HIS OR HER OWN INITIATIVE, ADDITIONAL EDUCATION AND TRAINING BEYOND THE POSITION REQUIREMENTS.
2. THE EMPLOYEE INVOLVEMENT ADMINISTRATOR WILL RECEIVE THE WAGE RATE AS DETERMINED BY THE PROVISIONS OF ARTICLE XIX, SECTION 9, WITH THE FOLLOWING MINIMUM AND MAXIMUM RATES:

<u>MINIMUM</u>	<u>MAXIMUM</u>
A) 16.21	A) 24.54
B) 16.53	B) 25.03
C) 16.86	C) 25.53

A)EFFECTIVE 04/02/96 TO 03/31/97
 B)EFFECTIVE 04/01/97 TO 03/31/98
 C)EFFECTIVE 04/01/98

APPENDIX C

SICK LEAVE CONTROL PROGRAM

**KANSAS CITY POWER & LIGHT COMPANY
SICK LEAVE CONTROL PROGRAM
FOR BARGAINING UNIT EMPLOYEES**

Introduction

The Company has long standing concern about the attendance record of every employee. Furthermore, under normal conditions the Company provides every full time permanent employee a basic forty-hour work week. The Company's responsibility to provide dependable, continuously available electric service to its customers upon their demand and at the lowest possible cost places an obligation on every employee to be on the job, performing his duties, every day he or she is scheduled to work. Absence of employees weakens the Company's ability to furnish essential service to the public and to do so at reasonable rates. Every employee, therefore, is expected to report for work regularly as scheduled and on time. Good attendance is an important job requirement. An employee's failure to meet this important job requirement will result in the following procedures being implemented.

Excessive Sick Leave Definition

The frequency and duration of absences will be the criteria for determining excessive sick leave. Three occurrences of sick absences and/or forty hours of sick leave usage within a floating control period* of six months or less will be considered excessive and result in Step 1 in the procedure. Three occurrences of sick absences and/or over twenty-four hours of sick leave usage within a floating control period* of six months or less will be considered excessive when an employee is under Step 1, Step 2, or Step 3 of progressive discipline procedures.

Absences due to compensable injury, absences where the employee is an inpatient in the hospital, absences where the employee has surgery as an outpatient in the hospital, absences consolidated under continuation of an illness or injury, and absences charged to sick leave under Article XI, Section 1 (Death in Family), will not count as an occurrence or against sick leave usage.

* The control period will be determined by counting all occurrences of illnesses within the immediate past six months dating from an employee's last chargeable absence except if a disciplinary step has been taken, only occurrences of absence since that meeting will be considered.

Progressive Discipline Procedure

Department Heads will take action at the time an employee's sick leave record is excessive as defined above, provided the employee has less than 60% of the maximum accumulated sick leave the employee could have earned when the employee returns to work. A Union Steward shall be present at the meeting. The steps in the Progressive Discipline Procedure will be as follows:

- Step 1: Verbal warning
- Step 2: Written warning
- Step 3: 3-day suspension and final written warning
- Step 4: Discharge

Department Heads will take the next step in the procedure whenever the employee's sick leave record is excessive as defined above, except as amended by the satisfactory attendance section.

Exceptions for Employees with Good Records

An employee scheduled to be disciplined under the Progressive Discipline Procedure who has accumulated 60% or more of the maximum possible accumulation of sick leave when the employee returns to work will not be disciplined.

Satisfactory Attendance

Satisfactory attendance is defined as a sick leave record for one year or more which does not include the number of occurrences or sick leave usage considered excessive under this program. Each consecutive year of satisfactory sick leave usage by an employee after any or all of the first three steps of the progressive discipline procedure have been taken will result in reverting one step in the procedure. The period for determining satisfactory sick leave usage will begin with the date of last disciplinary action taken under this program. For example, excessive sick leave usage which occurs one year or more but less than two years from the date Step 3 disciplinary action was administered will result in repeating Step 3 disciplinary action; excessive sick leave usage which occurs two years or more but less than three years from the date Step 3 disciplinary action was administered will result in reverting to Step 2 disciplinary action; and excessive sick leave usage which occurs three years or more from the date Step 3 disciplinary action was administered will result in starting over with Step 1 disciplinary action.

Continuation of an Illness or Injury

An employee who must be off work intermittently for a series of medically required therapy or treatments for the same major illness or injury will have the series of sick leave absences consolidated and not counted under this Program if requested, providing approval is obtained by following the procedure listed below:

- a) The employee will provide their supervisor with a written statement from their personal physician listing the nature of the illness or injury, the therapy or treatment required, the times and dates the therapy or treatment is scheduled for, and confirmation that the therapy or treatment could not be scheduled outside the employee's regularly scheduled working hours. Arrangements must be made to permit the employee's personal physician to discuss the employee's condition with the Company's physician in the event it is necessary. This will also apply to an employee who must be off work due to pregnancy.
- b) The Department Head will forward the physician's written statement to the Labor Relations Department for review with the Company's Medical Department and for final approval.
- c) When approval is given, the scheduled times and dates contained in the physician's statement discussed under paragraph (a) above will not count.
- d) In order to meet the test of "intermittently off work" the employee must have returned to work for at least one complete eight (8) hour shift between sick leave absences.

Consideration of Extenuating Circumstances

Department Heads will review with the Labor Relations Department the case of any employee whose sick leave usage is excessive when they consider extenuating circumstances warrant further consideration before a final decision is made concerning appropriate action.

Exceptional Attendance

Exceptional Attendance is defined as twelve consecutive months of no sick leave usage. Each employee meeting this goal will receive a \$50.00 cash award. Employees must have twelve consecutive months of no sick leave usage after the receipt of an award to receive a subsequent award.

APPENDIX D

TARDINESS CONTROL PROGRAM

**KANSAS CITY POWER & LIGHT COMPANY
TARDINESS CONTROL PROGRAM
FOR BARGAINING UNIT EMPLOYEES**

Excessive Tardiness Definition

The frequency of tardiness will be the criteria for determining excessive tardiness. Three occurrences of tardiness within a floating control period* of six months or less will be considered excessive. An employee will be considered tardy when late three minutes or more to work at the scheduled starting time of a regularly scheduled basic workday, or when three minutes or more late returning to work after lunch.

- * The control period will be determined by counting all occurrences of tardiness within the immediate past six months dating from an employee's last tardiness except if a disciplinary step has been taken only occurrences of tardiness since that meeting will be considered.

Progressive Discipline Procedure

Department Heads will take action at the time an employee is excessive in tardinesses as defined above. A Union Steward shall be present at the meeting. The steps in the progressive discipline procedure will be as follows:

- Step 1: Written warning
- Step 2: 3-day suspension and final warning
- Step 3: Discharge

Satisfactory Tardiness Record

Satisfactory tardiness record for reverting one step from Step 1 is defined as a record for six months which is not excessive under this program. Satisfactory tardiness record for reverting from Step 2 to Step 1 is defined as a tardiness record for one year which is not excessive under this program.

Consideration of Extenuating Circumstances

Department Heads will review with the Labor Relations Department the case of any employee whose tardiness record is excessive when they consider extenuating circumstances warrant further consideration before a final decision is made concerning appropriate action.

APPENDIX E
NAMES OF EMPLOYEES RETAINING RECALL
RIGHTS OR INCUMBENCY RIGHTS

Incumbency List for Internal Services Clerk, Job No. 385

Because of elimination of the AC/DC requirements for promotion to Internal Services Clerk, Job #385, those employees with rights to permanent vacancies in this classification who have completed the AC/DC courses at the time this letter (February 12, 1981) is signed will be considered first. Step-ups for temporary vacancies will be filled within each section without regard to completion of the AC/DC requirement.

1. Paul Petersen
2. William Redmond
3. Cheryl Eagan

Incumbency List for Junior Clerk, Job No. 362, Controller (formerly Accounting)

1. Vickie S. Atkins
2. Julia L. Hufford

Incumbency List for Senior Clerk, Purchasing

1. Mary M. Chapin
2. Abelina T. Muro

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

KANSAS CITY POWER & LIGHT COMPANY

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1613**

By: **Bailus M. Tate**
Vice President
Human Resources

By: **Nigel D. Peck**
Business Manager

By: **Linda D. Mathews**
President

APPROVED

International Office--I.B.E.W.